

# Program Manual for



01.14.22

Program Administrators

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## Section 2: Acronyms and Glossary

Term	Acronym or Abbreviation	Definition
AC-Coupled BESS		BESS has a separate inverter from Solar PV system
Base Load		Commercial and industrial customer base load will be set equal to the C&I customer's average demand during April-May and October-November from the previous 12 months.
Battery Energy Storage System	BESS	
Behind the Meter Storage	BTM	BESS serving onsite load, and it may be solar-paired or standalone.
Commercial and Industrial	C&I	
Commercial Operation Date	COD	
Connecticut Green Bank	CGB; Green Bank	
Department of Economic and Community Development	DECD	
DC-Coupled BESS		BESS and Solar PV system share an inverter
Distributed Energy Resource Management System	DERMS	The dispatching platform utilized by the EDCs to issue notification to Operators to discharge the BESS over a designated time period
Electric Distribution Company	EDC	Eversource and United Illuminating
Eligible Contractor	Contractor	Company responsible for contracting the procurement and installation of a BESS for a customer.
Eligible Third-Party Owner	System Owner; TPO	Company responsible for owning and operating a BESS with a customer through a lease or power-purchase agreement.
Front of the meter storage	FTM	BESS not serving load behind a customer meter
Installed BESS		BESS is commissioned, approved, and energized, and fully operational, including fully integrated with EDCs DERMS platforms.
Islanding		Ability of BESS to provide back-up power to customer, within a reasonable time, during a power outage.
Letter of Intent	LOI	Preliminary commitment of the Customer to install a BESS with an Eligible Contractor and/or TPO.

Low-Income Households	Low-Income	Households with incomes below 60 percent of the state median.
Maximum Power Point Tracking	MPPT	
Operator		Party responsible for “last mile” communications to the BESS
Original Equipment Manufacturer	OEM	Manufacturer of BESS product(s)
Override Conditions		Refer situations where same-day dispatches occur with less than 24 hour notice
Power Purchase Agreement	PPA	
Program Administrators	PAs; Administrators	
Public Utility Regulatory Authority	PURA; Authority	
Rated Energy Capacity		Nameplate energy capacity of the BESS (kWh)
Reservation of Funds	ROF	
Standalone		A BTM BESS not paired with a source of generation (i.e. solar, wind, etc.)
Terms and Conditions	T&C	
Underserved Communities	Underserved	Distressed municipalities, according to the most recent list developed by DECD; and multifamily affordable housing as contemplated by Conn. Gen. Stat. § 16-244z

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## Section 3: Summary

Energy Storage Solutions, herein known as the “Program”, is a voluntary incentive program offered to the residential, commercial, and industrial customers of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) or The United Illuminating Company (UI) who are considering on-site electric energy storage solutions. The purpose of the following sections is to outline the purpose, requirements, steps, and expectations of the key parties involved in the application and incentive process. This document will also serve as a basis for compliance with the decision as listed below.

On July 28, 2021, the Connecticut Public Utilities Regulatory Authority (Authority) issued a final decision in Docket No. 17-12-03RE03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies – Electric Storage (Decision) establishing a nine-year electric storage program, which shall be available to all customers and customer classes within the service territories of Eversource and UI, collectively, the electric distribution companies (EDCs).<sup>1</sup> The Decision also establishes the EDCs and the Connecticut Green Bank (CGB) as Program Administrators. The Authority’s goal in the proceeding was to develop and implement a program for battery energy storage systems (BESS) connected to the electric distribution system that would provide multiple types of benefits to the grid, including ancillary services, peak shaving, support for the deployment of other distributed energy resources, and customer, local, or community resilience.

In the Decision, PURA identified seven key objectives for the Program, including:

1. Provide positive net present value to all ratepayers.
2. Provide multiple types of benefits to the electric grid (e.g., customer, local, or community resilience, ancillary services, peak shaving, avoiding or deferring distribution system upgrades, or supporting the deployment of other distributed energy resources).
3. Foster the sustained, orderly development of a state-based electric energy storage industry.
4. Prioritize delivering increased resilience to low-and-moderate income customers, customers in environmental justice or economically distressed communities<sup>2</sup>, medical hardship customers, residents living in public housing, customers on the grid-edge who consistently experience more and/or longer than average outages during major storms, and critical facilities.
5. Lower the barriers to entry.
6. Maximize the long-term environmental benefits.
7. Maximize the benefits to ratepayers derived from the wholesale capacity market.

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<sup>1</sup> Connecticut Public Utilities Regulatory Authority, Final Decision, *Docket No. 17-12-03RE03: PURA Investigation Into Distribution System Planning of the Electric Distribution Companies-Electric Storage*, issued Jul. 28, 2021, available online at: [http://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/38cb46347a645ee585258720004d0e3e/\\$FILE/171203RE03-072821.pdf](http://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/38cb46347a645ee585258720004d0e3e/$FILE/171203RE03-072821.pdf).

<sup>2</sup> Per Conn. Gen. Stat § 22a-20a, “environmental justice communities” are defined as a municipality on the Department of Economic and Community Development list of distressed municipalities or in a defined US census block. These defined census blocks are in municipalities that are not “distressed;” however, they have census block groups with 30 percent of their population living below 200 percent of the federal poverty level. A current list of these census blocks is available at: <https://portal.ct.gov/DEEP/Environmental-Justice/Environmental-Justice-Communities>.

Residential, commercial, and industrial customers of Eversource and UI are eligible to participate in the Program, with the Authority's end goal of deploying 580 megawatts (MW) of electric storage by 2030.

The Program consists of two key elements:

**Passive Dispatch:** managed by the EDCs, which requires eligible BESS's to store and dispatch during established passive event periods. Compensated by an upfront incentive administered by CGB.

**Active Dispatch:** managed by the EDCs, which compensates participants for the average kW dispatched during events over the summer and winter seasons. Compensated by a performance-based incentive structure administered by the EDCs.

Customer participation benefits and requirements will be determined by Customer Class as detailed below. Please refer to sections 7.1 – 7.3 in this Program Manual for detailed participation requirements for passive and active demand response incentive attainment.

Customer Class	Passive Dispatch	Active Dispatch
Residential	<ul style="list-style-type: none"> <li>Will receive upfront incentives</li> <li>Required to participate in all passive dispatch events</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>Expected to participate in all active dispatch events</li> </ul>
Commercial – Fully Enrolled	<ul style="list-style-type: none"> <li>Will receive upfront incentives</li> <li>Required to participate in all passive dispatch events</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>Expected to participate in all active dispatch events</li> </ul>
Commercial – Active Dispatch Only	<ul style="list-style-type: none"> <li>Will not receive upfront incentives</li> <li>Will not participate in passive dispatch events</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>May participate in active dispatch events</li> </ul>
Priority Customers <sup>3</sup> – Residential & Commercial	<ul style="list-style-type: none"> <li>Will receive upfront incentives</li> <li>Required to participate in all passive dispatch events unless participating in ISO-NE market dispatches</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>Expected to participate in all active dispatch events unless participating in ISO-NE market dispatches</li> </ul>
Transfer Customers <sup>4</sup> – Residential & Commercial	<ul style="list-style-type: none"> <li>Will not receive upfront incentives</li> <li>Will not participate in passive dispatch events</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>Expected to participate in all active dispatch events</li> </ul>

**Customers cannot be simultaneously enrolled in Energy Storage Solutions and ConnectedSolutions.**

<sup>3</sup> Customers eligible to participate in ISO-NE Markets as defined in Section 8

<sup>4</sup> Customers with BESS installed prior to January 1, 2022. Transfer Customer BESS must meet all Program requirements to be eligible.

Table 1 below is a Program summary of the dispatch parameters for the first three (3) years of the Program (2022-2024).

**Table 1 Energy Storage Solutions Elements<sup>5</sup>**

Program Element	Design Item	Summer	Winter
Passive Dispatch	Declining-Block Upfront Incentive	Varies by Program step, customer type, and building type. See “Passive Dispatch and Upfront Incentives” section	
	Events per Season	All non-holiday weekdays (~60)	N/A
	Months	June, July & August	N/A
	Event Duration	5 Hours (Base output across entire dispatch window)	N/A
	Anticipated Dispatch Window	3 PM to 8 PM	N/A
	Reserve Capacity	20% Required Reserve	N/A
Active Dispatch <sup>6</sup>	Flat Block Upfront Incentive	Varies by customer size based on peak demand. See “Active Dispatch and Performance Incentives” section	
	Events per Season	30 to 60	1 to 5
	Months <sup>7</sup>	June through September	November through March
	Event Duration	1 - 3 hours (Targeted output within dispatch window)	1 - 3 hours (Targeted output within dispatch window)
	Potential Dispatch Window	12 PM to 9 PM (All Days)	12 PM to 9 PM (All Days)
	Reserve Capacity	Not required by Program (no reserve expected)	

<sup>5</sup> The Program Administrators may choose to alter the dispatch schedule for both passive and active dispatch programs to better achieve RIM targets based on annual EM&V reports. In the event that the Program Administrators determine that an alternate schedule is prudent, customers will be notified of the change before the start of a dispatch season and storage assets will be remotely reprogrammed to a modified schedule.

<sup>6</sup> To the extent possible, EDCs will provide Program Participants notice of Active Dispatch Events 24 hours ahead of an event.

<sup>7</sup> EDCs may need to dispatch in off season months, on an as-needed basis.



## Section 4: Enrollment

Customers will be able to enroll in Energy Storage Solutions via their Eligible Contractor (Contractor) or Third-Party Owner (TPO) completing a project application (Application) on the Customer's behalf through the Enrollment Platform. The Customer's Contractor or TPO will be responsible for submitting the Customer's Application to the appropriate Program Administrator and the Customer and/or Contractor or TPO will be responsible for registering the BESS into the relevant EDC's existing Demand Energy Response Management System (DERMS). Customers (or Contractors or TPOs on their behalf) may also need to submit an Application into the relevant battery storage manufacturer enrollment platform. The time period allocated to complete each enrollment milestone will differ depending on the type of the Customer (commercial or residential) and the size of the project.

### 4.1. New Customer Enrollment Process

The following steps outline the expected process flow for customer enrollment into Energy Storage Solutions, from Application to the verification of system operation and the onset of performance period. Transfer Customers (those with systems installed prior to January 1, 2022) will follow a modified process described in Section 4.3.

#### **New Customer Enrollment Steps and Milestones**

##### **1. Execute Customer Contract or LOI, Terms & Conditions and Data Release**

Residential Customers must sign and execute a Customer Contract, Power Purchase Agreement (PPA), or Lease Agreement, noting the designation of associated parties to include TPO, Contractor, and other pertinent parties responsible for administration of the project. The Customer Contract, PPA, or Lease Agreement must comply with the requirements set forth in Sec. 5.3.1.1 (7).

C&I Customers may sign a Letter of Intent (LOI).

Both Residential and C&I Customers must also agree to and sign the Customer Terms & Conditions and Data Release included in Appendix B.

##### **2. Complete Application**

Customers seeking participation in Energy Storage Solutions must be first deemed eligible through an Application process that will remain open through the completion of Step 3. The Contractor or TPO must register their respective Customers using Enrollment Platform to complete the Application. The Contractor or TPO will follow instructions on the Enrollment Platform to submit a complete Application.

Communications and notifications for activity throughout the process will be sent via email to the email addresses on file in the Application.

To be considered complete, each Application will include, but may not be limited to, the following information submitted directly or via attached files in the Enrollment Platform:

- a. Customer, Contractor, and TPO (if applicable) detailed contact and site information
- b. Service address and account number

- c. Designation of operator responsible for “last-mile” communication to the device being dispatched
- d. Designation of incentive recipient (i.e., TPO, default is Customer) and point of contact responsible for Application accuracy
- e. Signed Customer Contract or LOI for BESS
  - i. For Residential projects, a signed sales agreement, lease, or power purchase agreement between the Customer and Contractor or TPO is required.
  - ii. For C&I projects, a signed Letter of Intent (LOI) between the Customer and Contractor or TPO will be accepted during the initial application stage to receive an ROF.
- f. System design narrative and design submittals
- g. Designation as to whether the project will claim capacity rights in the ISO-New England Forward Capacity Market (ISO-NE FCM) and/or Ancillary Services market as described in the Authority’s final decision page 20.
- h. Signed Program Terms and Conditions

As part of the enrollment process, residential participants will be required to complete a survey to better understand their battery storage needs with respect to capacity and duration during an outage. Upon receipt, the Enrollment Platform will provide the Customer and Contractor or TPO with an Application number to track progress. If any associated parties are yet to be selected by the Customer, such as Contractor or TPO(s), these designations must be made prior to Construction Phase as listed below.

### **3. Program Administrators review project for eligibility and technical accuracy**

After Application submittal, Program Administrator staff will review the Application for accuracy and completeness. If additional information is needed, Contractor or TPO will be notified via email of any deficiencies. The Applicant may be given a time frame to correct such deficiencies, as indicated in an email communication. If after this extended time the Applicant has not provided the requested information, Program Administrators may elect to cancel the incentive application.

### **4. Program Administrator approves project application and upfront incentive levels**

Upon all Application requirements being satisfied, the Program Administrator will electronically send a Reservation of Funds (ROF) letter describing the estimated upfront incentive, the milestone approval process and dates, and the expiration date of the fund reservation, all including in a Customer Contract. Contractor or TPO will be required to return a signed version of the ROF and Customer Contract electronically. The funds are reserved for 18 months, at which point all completion materials must be submitted through the Enrollment Platform. If an extension is required, Contractor or TPO may file a request via the Enrollment Platform.

### **5. Execute Interconnection Security Agreement**

The Contractor or TPO must submit a completed Interconnection Security Agreement to the Program Administrators prior to the Construction Phase. Projects should be interconnected with exporting capabilities where not cost-prohibitive to the customer. Commercial and industrial customers with base load<sup>8</sup> higher than the BESS maximum dispatch capability may also be exempted from exporting requirements.

## **6. Construction Phase**

The Contractor or TPO may pursue the construction schedule that best suits the project needs, although the Program Administrators anticipate that the majority of projects will not begin construction until the Customer Contract has been executed<sup>9</sup> (as described in Step 1 above). Upon final construction completion and within 18 months of ROF, the Contractor or TPO will notify the Program Administrators of the final commercial operation date (COD) via the Customer Enrollment Platform and that the system is ready for verification via submission of project completion materials in the Enrollment Platform. Connection to any building's electrical service or utility meter can only be performed by a licensed Connecticut E-1.

## **7. Approval and Payment of Upfront Incentive**

Upon confirmation that the system is energized and operational and has received final approval from the EDC and CGB (as described in Battery Enrollment Process below), the Upfront Incentive will be approved for payment as described in Section 7: Program Dispatch and Incentive Structure.

### **4.2. New Battery Enrollment Process**

The following steps outline the expected process flow for how batteries will be enrolled into Energy Storage Solutions, from Application to the verification of system operation and the onset of performance period. Transfer Customers (those with systems installed prior to January 1, 2022) will follow a modified process described in Section 4.4.

#### **New Battery Enrollment Steps and Milestones**

##### **1. Contract Execution**

When the Customer Contract is executed (as described above in Customer Enrollment Process), all relevant data will be input into the EDC DERMS platform and the project will be registered.

##### **2. Verification of System Operation**

For all commercial and industrial projects, as well as residential projects over 20 kW AC of system nameplate discharge capacity, the verification of system operation step is required following construction completion and commercial operation. The EDC may inspect the system during operation, either physically in person or virtually, to verify system parameters are within the Application specification, informed by the EDC guidelines and industry approved storage inspection

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<sup>8</sup> Commercial and industrial customer base load will be set equal to the C&I customer's average demand during April-May and October-November from the previous 12 months.

<sup>9</sup> Customers requesting an Upfront Incentive may not install systems prior to Reservation of Funds (ROF).

protocols. If the verification inspection produces results that are not accurate to the Application or design submittal, the Contractor or TPO will be given a time frame to rectify and schedule an additional verification inspection or submit proof of correction to the satisfaction of the EDC. Other exceptions or extensions to the approval process may be determined on an individual basis by request from the Contractor or TPO to the EDC.

The Program Administrators shall conduct inspections as needed for any residential projects under 20 kW AC of system nameplate discharge capacity, pursuant to the process described in Sec. 4.6.1.

### 4.3. Transfer Customers Enrollment Process

The following steps outline the expected process flow for how Transfer Customers (those with systems installed prior to January 1, 2022) will be enrolled into Energy Storage Solutions. Note that Passive Dispatch upfront incentives are not available to Transfer Customers; Transfer Customers may only qualify for Active Dispatch performance incentives.

#### **Transfer Customer Enrollment Steps and Milestones**

##### **1. Ensure Customer Contract Compliance, Execute Customer Data Release and Terms and Conditions**

The Customer must have signed and executed a Customer Contract, Power Purchase Agreement (PPA), or Lease Agreement, noting the designation of associated parties to include TPO, Contractor, and other pertinent parties responsible for administration of the project. If the original Customer Contract, PPA, or Lease Agreement does not comply with the requirements set forth in Sec. 5.3.1.1 (7) or Sec. 5.3.1.1 (8), Contractor or TPO and Customer must sign a Customer Contract addendum to meet the requirements. In addition, Contracts with C&I Transfer Customers must include a provision stating that the TPO or Contractor will operate the battery in such a way that ensures the original warranty and performance guarantee are not voided.

The Customer must also agree to and sign the Data Release and Terms & Conditions Agreement available on the Energy Storage Solutions website and the Customer Terms and Conditions included in Appendix B

##### **2. Complete Application**

Customers seeking participation in Energy Storage Solutions must be deemed eligible through an Application process that will remain open through the completion of Step 3. The Contractor or TPO must register their respective Customers using Enrollment Platform to complete the Application. The Contractor or TPO will follow instructions on the Enrollment Platform to submit a complete Application, noting that the system is already installed and operational.

Communications and notifications for activity throughout the process will be sent via email to the addresses on file in the Application.

To be considered complete, each Application will include, but may not be limited to, the following information submitted directly or via attached files in the Enrollment Platform:

- a. Customer, Contractor, and TPO) (if applicable), detailed contact information
- b. Service address and account number
- c. Designation of operator responsible for “last-mile” communication to the device being dispatched
- d. Designation of incentive recipient (i.e., TPO, default is Customer) and point of contact responsible for Application accuracy
- e. Signed sales or lease agreement
  - i. For Residential Transfer Customers only: Signed sales or lease agreement between Contractor or TPO and Customer for battery storage system with Customer Contract addendum, if needed, as described in Section 4.3.1 above.
  - ii. For C&I Transfer Customers only: Signed sales or lease agreement between original installer of the battery storage system and Customer. If warranty and performance guarantee information is not contained in this agreement, then that must be submitted along with the sales or lease agreement. Also, a written document explaining TPO’s or Contractor’s ability to operate the battery within the warranty/performance guarantee limits must be provided.
- f. System design narrative, design submittals and specification sheets
- g. Designation as to whether the project will claim capacity rights in the ISO-New England Forward Capacity Market (ISO-NE FCM) and/or Ancillary Services market as described in the Authority’s final decision page 20.
- h. Signed Program Terms and Conditions<sup>10</sup>

As part of the enrollment process, residential participants will be required to complete a survey to better understand their battery storage needs with respect to capacity and duration during an outage. Upon receipt, the Enrollment Platform will provide the Customer and Contractor or TPO with an Application number to track progress. If any associated parties are yet to be selected by the Customer, such as Contractor or TPO, these designations must be made prior to Construction Phase as listed below.

### **3. Program Administrators review project for eligibility and technical accuracy**

After Application submittal, Program Administrator staff will review the Application for accuracy and completeness. If additional information is needed, Contractor or TPO will be notified via email of any deficiencies. The Applicant may be given a time frame to correct such deficiencies, as indicated in an email communication. If after this extended time the Applicant has not provided the requested information, Programs Administrators may elect to cancel the incentive application.

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<sup>10</sup> See Appendix B

#### **4. Program Administrator approves project application**

Upon all Application requirements being satisfied, the Program Administrator will electronically send an Acceptance Letter describing the milestone approval process and dates. Contractor or TPO will be required to return a signed version of the Acceptance Letter electronically.

#### **5. Completion Phase**

As Transfer Customer projects have been installed prior to Application, Contractor or TPOs are expected to notify the Program Administrators of the commercial operation date (COD) via Enrollment Platform and that the system is ready for verification via submission of project completion materials in the Enrollment Platform within 90 days after Acceptance Letter has been signed.

#### **6. Approval and Enrollment**

Upon confirmation that the system is energized and operational and has received final approval from the EDC and CGB (as described in Transfer Battery Enrollment Process Step 3 below), the battery will be enrolled for performance incentive payments as described in Section 7: Program Dispatch and Incentive Structure.

### **4.4. Transfer Battery Enrollment Process**

The following steps outline the expected process flow for how Transfer Customer (those with systems installed prior to January 1, 2022) batteries will be enrolled into Energy Storage Solutions. Note that Passive Dispatch upfront incentives are not available to Transfer Customers; Transfer Customers may only qualify for Active Dispatch performance incentives. Transfer Customers may only apply for Energy Storage Solutions in the first year of the Program (January 1, 2022, - December 31, 2022).

#### **Transfer Battery Enrollment Steps and Milestones**

##### **1. Application Approval and Acceptance**

When the Application has been approved and the Acceptance Letter has been executed (as described above in Transfer Customer Enrollment Process), all relevant data will be input into the EDC DERMS platform and the project will be registered.

##### **2. Verification of System Operation**

For all commercial and industrial projects, as well as residential projects over 20 kW AC of system nameplate discharge capacity, the verification of system operation step is required following construction completion and commercial operation. The EDC may inspect the system during operation, either physically in person or virtually, to verify system parameters are within the Application specification, informed by the EDC guidelines and industry approved storage inspection protocols. If the verification inspection produces results that are not accurate to the Application or design submittal, the Contractor or TPO will be given a time frame to rectify and schedule an

additional verification inspection or submit proof of correction to the satisfaction of the EDC. Other exceptions or extensions to the approval process may be determined on an individual basis by request from the Contractor or TPO to the EDC.

The Program Administrators shall conduct inspections as needed for any residential projects under 20 kW AC of system nameplate discharge capacity, pursuant to the process described in Sec. 4.6.1.

## 4.5. Enrollment Deadlines and Milestones

### **Summer Season Application Deadline**

For a customer to ensure they receive their full performance incentive for the summer season, the Application must be received by the customer's Program Administrator by 11:59 PM on May 31 of that year. Customers can still enroll after May 31 for the summer season. However, the customers discharge performance will be set to zero (0 kW average) for any discharge events the customer missed.

### **Winter Season Application Deadline**

For a customer to ensure they receive their full performance incentive for the winter season, an Application must be received by the customer's Program Administrator by 11:59 PM on November 30 of that year. Customers can still enroll after November 30 for the winter season. However, a customer's discharge performance will be set to zero (0 kW average) for any discharge events the customer missed.

The Program Administrators reserve the right to change these deadlines.

### **Milestone Deadlines**

<b>Milestone</b>	<b>Deadline</b>
Complete Application	May 31 <sup>st</sup> Summer; October 31 <sup>st</sup> Winter
Execute Interconnection Security Agreement	Within 6 months after Executed Customer Contract
Commercial Operation Date	Within 12 Months from Executed ISA*
Verification of System Operation	Non-compliance issues must be addressed within 90 days of inspection (inspection performed closely following Commercial Operation Date)

\*Customers may reserve an additional 6 months from Executed ISA as necessary and at the Program Administrator's discretion.

## 4.6. Project Verification

### 4.6.1 Project Inspections

To qualify for an incentive, Contractors or TPOs must agree to provide the Program Administrators with a Self-Inspection report (including all required photos) at project completion, along with all other project completion paperwork. The Program Administrators will review Self-Inspection report submission and follow up with the Contractor or TPO as needed. Contractors or TPOs will submit Self-Inspection reports via the Energy Storage Solutions enrollment platform in accordance with guidelines described in the current Process Guides. A copy of the Self-Inspection Checklist is posted at the Energy Storage Solutions website.

The Program Administrators reserve the right to have a representative of the Program Administrator conduct a field inspection of the completed system to verify information submitted in the self-inspection report and Application materials, as well as inspect the system with respect to: battery system communication status to assure that the battery can dispatch to meet Program requirements as well as meet customer backup power needs, equipment verification, safety considerations, workmanship, and other considerations such as local and state codes, laws and regulations (though adherence to applicable codes are primarily the purview of municipal inspections). Contractors or TPOs must allow this representative to inspect the completed and interconnected BESS, though Customers may decline the Inspection if they choose. Contractor or TPO and Customer will have the right to be present for the Program Administrators' Field Inspection as safety allows and at the discretion of the inspector. The Program Administrators and inspectors will coordinate inspection following Contractor or TPO's submission of proof of project completion.

Upon the second instance of a re-inspection at one (1) or more sites, the Contractor or TPO may be required to pay the costs of follow-up inspection.

Discrepancies found between incentive applications and inspection reports will be reviewed by the Program Administrators. The Program Administrators reserve the right to adjust upfront incentive calculations based on inspection reports or other submitted documentation and will make a final decision on upfront incentive adjustments due to inspection failures. Upfront incentive adjustments made as a result of inspection reports may only decrease the total incentive level; never increase. Contractor or TPO is responsible for the original upfront incentive calculation and will therefore be held responsible for any reduction in upfront incentive amount as a result of the inspection report or other submitted documentation. Reduction in upfront incentive as a result of Contractor or TPO mistake or negligence shall not be passed on to customers.

The Program Administrators will decide to inspect a completed system based on the installer history, self-inspection checklist, and the customer availability. The Program Administrators will work to ensure that inspections are performed in a reasonable timeframe and do not impose an excessive burden or inconvenience on customers, Contractors, or TPOs in good standing. Customers may decline the inspection if they are not available. The Program Administrators may modify its inspection policy to better accommodate Contractors or TPOs. Adjustments to the policy and/or processes will be detailed at the Energy Storage Solutions website.

#### 4.7. Project Completion Policy

To ensure good stewardship of Energy Storage Solutions incentive funds, the Program Administrators will enforce a Project Completion policy. Approval of new incentive applications may be suspended and/or projects considered cancelled by the Program Administrators for projects that are non-compliant based on any of the eligibility requirements outlined above or any of the following rules:

1. Project Expiration
2. Inspection Failures and Delays
3. Completion Deficiencies



#### 4.7.1 Project Expiration

Incentive reservations may be cancelled for projects if their incentive approvals expire. Projects will be considered expired when a Contractor or TPO has projects that have passed the timeframe (as specified in Reservation of Funds letter) listed in incentive reservation letters or on the Energy Storage Solutions website, where applicable, whichever is later. Projects are Expired if all completion paperwork has not been submitted. Expired Projects may have their project status changed to “Cancelled”. Contractor or TPO may resubmit for approval at then-current incentive level if project has not yet been installed. Incentive payments that were already received for cancelled projects must be returned to the Program Administrators within 30 days of cancellation.

The Program Administrators reserve the right to modify schedule, deadlines, and timelines associated with Project Expiration and will post notice via the Enrollment Platform in the event of any changes.

#### 4.7.2 Inspection Failures and Delays

Incentive reservations may be cancelled if projects fail to meet inspection deadlines:

1. Failed Inspection of 90+ days – Any projects in “Failed Inspection” status for 90 days or more. Contractor or TPOs may be granted an exemption if they can demonstrate a delay outside Contractor or TPO control.
2. Delayed Self-Inspection – Consistent failure to submit Self-Inspection documentation.
3. Fail to report energy data to the Program Administrator’s Performance Data Monitoring platform

#### 4.7.3 Completion Deficiencies

Projects will be rejected if responsible party fails to submit complete project completion information and paperwork, including but not limited to: inspection documentation, updated system specifications, utility documents, packing slips, certificates, change orders, signatures, audit trails and document revisions.

### 4.8. Unsubscribing from Energy Storage Solutions

Customers who enroll in Energy Storage Solutions will remain enrolled year over year for 10 years until they provide written notice to the Program Administrators that they want to be removed from the Program. Once a season (summer or winter) starts, the customer must stay enrolled for the entire season to receive the performance incentive. A customer cannot un-enroll midway through a season and receive the performance incentive for fewer events than all the other Program participants.

Exiting from the Program before 10 years of system operation, or non-performance in passive events during this period, will result in non-compliance with Program requirements and the customer will be required to return a prorated portion of the un-earned upfront incentive as determined by CGB.

### 4.9. Extending Energy Storage Solutions Enrollment

After 10 years of system operation, BESS may still have useful life. Customers wishing to continue participation in active dispatches (and associated performance incentives) may apply for an extension and will be eligible to receive performance incentives at the rate at the time of re-enrollment.

#### 4.10. Transfer of Enrollment

The Program Administrators will allow customers to transfer Program enrollment to other customers. If a customer moves out of their residence/facility leaving their BESS behind, the new occupant and BESS owner will be required to notify the EDCs of the change in ownership in order to ensure future performance payments will be processed to the new owner. The new owner will complete a BESS Ownership Transfer Form through the Enrollment Platform. Information required will include contact information (name, email, phone), address, and the new utility electric account number. For installations where the seller financed a portion of the BESS and a direct payment recipient was named during the application process, the seller will be responsible for notifying the direct payment recipient of the transfer or decision to unsubscribe from the program.

If a customer moves out of their residence/facility leaving their BESS behind, and the new occupant does not participate in Energy Storage Solutions, then the original customer who entered into the Program Contract is responsible for returning a prorated portion of the upfront incentive upon property transfer.

#### 4.11. Electronic Signatures

Contractors and TPOs may use and allow their retail customers to use electronic signatures in lieu of wet signatures for contracts and other documents in the Program and create such contracts and other documents in electronic form. Electronic signatures must (a) use logically attached or associated with the electronic contract or other document being created and is verifiable, (b) include a date and time stamp of the electronic signature and an electronic audit trail of the electronic signature and the electronic contract or other document that is created, and (c) be sure the electronic contract or other document is created and retained in a secure electronic environment that preserves the integrity of the electronic contract and all the information contained therein and can be made available to the Program Administrators upon its request.

Examples of electronic signature technology systems that are acceptable to the Program Administrators include DocuSign, HelloSign and Adobe Sign. Only commercially available third-party platforms are accepted. The Program Administrators will not accept electronic signatures that have been digitally altered, copied, or placed using computer software that does not provide a verifiable electronic audit trail. Prior to the use of any electronic signature technology for contracts and other documents in the Program, the Contractor or TPO must obtain the prior approval of the Program Administrators.

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## Section 5: Eligibility

### 5.1. Customer and Site Eligibility

To be eligible for Energy Storage Solutions, the customer must have a UI or Eversource electric service account located in Connecticut and the BESS must be located at the electric service account location.<sup>11</sup> Additionally, the residential, commercial, or industrial building must be connected to the grid by agreement with the EDCs and the BESS must be new to the customer. Systems installed prior to January 1, 2022, are not eligible for the Upfront Incentive but may apply to participate in Energy Storage Solutions as a Transfer Customer provided their application is approved pursuant to Section 4. Additional capacity added to existing BESS's may be eligible for Energy Storage Solutions, subject to the discretion of the EDC's and an analysis of the proposed system to include age and functionality verification of the existing BESS components.

#### 5.1.1 Ownership

BESS's may be owned by: (1) the customer or (2) a third-party operator (TPO) with the customer's permission as indicated in the Application. All Energy Storage Solutions rules must be met regardless of the BESS's owner. In the instance that there is a change in TPO or Contractor, the Customer must notify the Program Administrators in writing to request an evaluation of the new agreement and/or new TPO.

For customers purchasing a BESS from a qualified Contractor, the customer will retain title to the equipment purchased. The Contractor is responsible for ensuring all equipment is installed in accordance with manufacturer specifications and warranty provisions when system is placed in service. The Contractor will be held responsible for any actions that void equipment warranties due to workmanship.

If the BESS is owned by a TPO, the equipment title shall remain with the TPO.

#### 5.1.2 Energy Efficiency Audits

For residential customers at the time of Application, the Customer of Record must have either completed a Home Energy Solutions (HES), Home Energy Solutions Income-Eligible (HES-IE), or an equivalent energy assessment<sup>12</sup> after 2011 or must have scheduled such an assessment. Information on scheduling HES and HES-IE assessments is available at:

- Home Energy Solutions-Income Eligible: <https://energizect.com/your-home/solutions-list/save-energy-and-money-all-year-long>
- Home Energy Solutions: <https://energizect.com/your-home/solutions-list/home-energy-solutions-core-services>

In certain limited circumstances, one-to-four family homes may not be eligible for HES or HES-IE assessments. Exemptions to the HES audit requirement are permitted in only the following instances:

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<sup>11</sup> New construction or new service customers may submit proof that a new service has been requested at application. Incentive payments will not be issued until the Program Administrators have confirmed that electric service has been established with Eversource or UI.

<sup>12</sup> Program Administrator will accept energy efficiency audits conducted in-person by a technician certified by the Building Performance Institute (BPI), HERS, or Home Performance with Energy Star. A copy of the audit report must be provided to the Program Administrator. The Program Administrator must approve "HES equivalent" energy audit types.

1. New Construction: at minimum, home 1) was built after 2011, 2) was Energy Star certified in 2011 or later or 3) has a Home Energy Rating System (HERS) rating of 85 or lower. Contractor or Homeowner must submit to the Program Administrators a signed letter from the homebuilder or architect listing the home's (actual or expected) construction date, compliance with current Connecticut building codes and/or Energy Star or HERS rating certificate where applicable, estimated annual load, and energy efficiency measures implemented, if applicable.
2. Gut Rehabilitation: if home has been or will be completely stripped to its frame and rebuilt, then at minimum, Contractor or Homeowner may follow "New Construction" exception guidelines mentioned above.
3. Health and Safety Concern: Technician cannot perform energy efficiency audit due to health and/or safety concerns (i.e., mold, asbestos, vermiculite, etc.). In this case, a letter should be provided specifying the issues that prevent the audit or certain measures from being performed.

Residential Solar Investment Program (RSIP) customers with an energy audit already on file with the Green Bank will be deemed to have met this requirement.

The Program Administrators recommend that commercial and industrial customers participating in Energy Storage Solutions have an energy efficiency audit performed by a qualified individual prior to system installation to ensure maximum resiliency benefits.

## 5.2. Storage System Eligibility

The EDCs have developed a list of eligible electric storage technologies (see Appendix A) and currently, only electro-chemical (or battery) BESS's are eligible. As other electric storage technologies become market available, the EDCs will consider their inclusion in Energy Storage Solutions. Examples of these technologies may include thermal storage, mechanical storage, pumped hydropower, electric vehicle battery to grid and other emerging technologies such as hydrogen energy storage. Throughout the Program's duration, the EDCs will evaluate the inclusion of these technologies on a case-by-case basis. The EDCs' have detailed their proposed technical and Program requirements below.

### 5.2.1 Technical Requirements

The Program Administrators have developed the following technical requirements for eligible electric storage technologies for which Contractors will need to comply:

- For new BESS (installed after January 1, 2022): Commercially available, carrying at least a 10-year manufacturer warranty with customer service and technical support provided by the manufacturer.
- For existing BESS (installed prior to January 1, 2022): An original warranty or performance guarantee of 10 or more years, with at least 7 years remaining.
- The equipment supplier should maintain the rated Power Capacity for a 10-year service life of the project with an availability standard (>90% availability is possible).
- The electric storage technologies shall be capable of and must comply with all scheduling commands to provide Power Capacity, Energy Capacity, and Annual Cycle requirements.
- The rated Energy Capacity shall be on an annual schedule over a 10-year period, or based on total energy throughput, to accomplish use-case objectives.

- Minimum 70% round-trip efficiency for all customers.
- Permanently installed, grid connected, and behind-the-meter.
- Adhere to structural, building, and local codes, laws and regulations.
- BESS design approved by the EDC as part of the interconnection process. For residential customers, BESS must be capable of exporting power to the distribution grid unless granted exception from the Program Administrators.
- BESS should be capable of islanding from the grid during outage events<sup>13</sup> and the BESS wiring diagram should indicate how this will be accomplished.
- The equipment provider (Contractor or TPO) should offer service with capacities that include:
  - Customer enrollment into a DERMS compatible communication interface.
  - Charge and dispatch control of individual systems.
  - Ability to send dispatch commands in real time (max of 15-minute intervals with 15-minute latency) and receive inverter and critical operating data.

There are numerous codes and standards that apply across the BESS technological landscape. Some of these standards apply across all the technologies such as electricity metering, communication standards, building, and electric codes. Individual technologies, such as different battery chemistries or mechanical energy storage, may have specific standards that apply while emerging technologies are pushing these standards to be constantly evolving. Systems installed under Energy Storage Solutions should adhere to all applicable standards including, but not limited to, the following list:

- American National Standards Institute (ANSI 62.41 – Surge suppression, ANSI C12.1 – AC Electric Metering)
- Institute of Electrical and Electronics Engineers (IEEE 519 - Harmonics, IEEE1547 – Inverters, Controls, etc.)
- Underwriters Laboratories (UL1741SA – Smart Inverters, UL 62109 – Inverter safety, UL 1642 – Standard for Lithium Batteries, UL1973 – Stationary Batteries, UL9540a – Thermal Runaway and Flame Propagation)
- National Fire Protection Association (NFPA855 - Standard for the Installation of Stationary Energy Storage Systems), latest version
- National Electric Code, latest version
- Connecticut Building Code, latest version
- Local Building and Safety Codes, latest version
- Federal Communications Commission (FCC Part 15A)
- Cyber Security Framework (NIST 800-171, ISO 27001)

Installations must adhere to the applicable codes and standards assures safe and successful design, fabrication, procurement, and installation of a fully functional BESS that meets or exceeds all technical requirements, including protective and reverse-power relaying, and connection to the BESS step-up transformer secondary connections and the EDC's Supervisory Control and Data Acquisition (SCADA)

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<sup>13</sup> The BESS must be able to provide back-up power to the customer within a reasonable time in the event of an outage.

interface. All communications equipment/software, within the BESS, necessary for integration of the existing SCADA network are also driven by these standards and the preference of the EDC.

### 5.2.2 Technology Updates

During annual or Program review periods, the EDCs will provide an updated list of eligible electric storage technologies to the Authority. The list will include all relevant Program documentation on CGB, EnergizeCT, and the EDCs' respective websites. If a Customer, Contractor, or TPO proposes to participate in Energy Storage Solutions using technologies not already approved, the Contractor or TPO must submit a Program application in parallel with the submission of a Battery Technology Approval Form. The EDCs will evaluate all applications and the technology will be accepted or rejected at the EDC's discretion based on its conformance to the technical and Program requirements defined above (See Appendix C). If the Battery Technology is considered eligible, the Contractor or TPO will be approved to begin the integration process with the DERMS vendor. The Contractor or TPO will then begin completing integration with the DERMS platform as required to obtain final approval in the program. Integrations costs will be borne by the Contractor or TPO.

## 5.3. Eligible Contractor and Third-Party Owner Requirements

Third-Party Owners (TPOs) are expected to interpret system-wide DERMS dispatch instructions to control an individual storage system operation. Each BESS enrolled in Energy Storage Solutions is required to select a certified TPO responsible for implementing the "last-mile" storage system controls. Contractor requirements for eligibility are also listed, providing detail on the expectation for installation and maintenance contractors.

Prospective Eligible Contractors or Eligible TPOs in the Residential Solar Investment Program (RSIP) as of October 1, 2021 may submit an abbreviated Application, as further detailed on the Energy Storage Solutions website, and as long as the application is submitted in 2022.

### 5.3.1 Eligible Contractor and Third-Party Owner Eligibility

Eligible Contractors and Third-Party Owners will design, sell, install, and/or service BESS's to customers in Eversource and UI territories. To qualify as an Eligible Contractor or Third-Party Owner, companies or individuals applying to Energy Storage Solutions must be qualified by experience and/or specific training in BESS design and electrical services. Additionally, Eligible Contractors and Third-Party Owners must be properly insured and meet Connecticut's occupational and professional licensing requirements, such as Connecticut Master Electrician (E-1) license and/or Connecticut Home Improvement Contractor (HIC) registration where necessary.

#### 5.3.1.1 Required Documentation for Eligible Contractors

This section is only applicable to Contractors intending to sell or sell and install a BESS for residential and/or commercial and industrial (C&I) customers or install for a TPO.

To apply to become an Eligible Contractor in Energy Storage Solutions, applicants must provide the following documentation electronically or through the Program Administrator's online Application when available:

- 1. Complete Application** – submitted electronically or online at Program website.

2. **Technical Capabilities** – Provide a summary of the Applicant company’s experience and training with electric storage systems and related technologies; and Applicant’s experience with CGB and EDC programs.
3. **Bank Reference Letter** – Provide verifiable evidence of financial solvency and health. Eligible Contractors should demonstrate their business is in good financial standing, has sufficient financial resources, and is able to meet the cash flow requirements of managing multiple projects in the Program. Please submit a bank letter of reference/credit addressed to CGB on the bank’s letterhead, including the following details:
  - a. Confirmation of good standing
  - b. Minimum balance carried
  - c. Length of time the applicant has been a customer of the bank
  - d. Signature of appropriate bank officer

If the financial capacity information is confidential, it must be labeled “CONFIDENTIAL” in the title of the document and be clearly marked “CONFIDENTIAL”.

4. **E-1 and/or HIC License(s)** – Provide a copy of the E-1 license(s) and/or HIC registration(s) under which the applicant is registered. Please follow the guidance in Table 2 below to determine which license(s) must be held depending on type of sales.

Note: all salespersons for HIC companies must be registered as Home Improvement Salespersons (HIS) with each company for which that salesperson is conducting sales. Energy Storage Solutions does not require submission of HIS licenses for individual salespersons but may request them at any time. An owner or principal of an HIC company does not need to have an HIS to conduct sales.

Table 2 Minimum Required Licensing for Eligible Contractors

	Residential BESS		Commercial and Industrial BESS
Company License	E-1	HIC	--
Salesperson License	--	HIS	--
Grid Interconnection Electrician’s License (Subcontractor or Employee)	E-1		E-1

**Solicitors’ Permit(s)** – “Vendor”, “Peddler” or “Solicitor” permits may be required by certain Connecticut municipalities for canvassing and door-to-door sales or lead generation. Check with the municipalities in which you are doing business. Energy Storage Solutions does not require submission of these permits as part of the Application but may request them at any time.

- 5. Additional Licenses, Education and Training** – Provide copies of any additional licenses, education and training obtained by permanent employees or subcontractors who will be directly involved in Energy Storage Solutions.
- 6. Subcontractor Information** – If the applicant company will use subcontractors to install BESS under Energy Storage Solutions, submit a list of all potential subcontractors along with their license information, and a copy of the applicant company’s standard (unexecuted) subcontractor agreement(s). The agreement should be on the applicant company’s letterhead and include the following details:
- a. Subcontractor’s primary responsibilities
  - b. Contractor’s primary responsibilities
  - c. Term of agreement
  - d. Any other relevant terms

If any changes to subcontracting agreements are made, Eligible Contractor must notify the Program Administrators within five (5) business days.

- 7. Residential BESS Sales Contract and Terms (if applicable)** – Provide a sample or blank copy of your standard contract or sales agreement template exactly as provided to a residential customer for the sale of a BESS. Use of the contract template must be pre-approved by the Program Administrators. Contractors will not receive incentive approvals for residential projects using an unapproved contract template. If this contract changes substantively, an updated contract must be promptly provided to the Program Administrators.

All sales contracts between residential customers and Contractors participating in Energy Storage Solutions and requesting an Upfront Incentive must reference the incentive as an upfront cost reduction to the customer. The upfront and performance incentives must always be referred to as “estimated”.

Each residential sales contract must be signed by the Eligible Contractor and the customer. All sales agreements will include, but not be limited to<sup>14</sup>:

- a. Company license or registration (E-1 and/or HIC)
- b. Home Improvement Salesperson (HIS) registration number (if company is an HIC)
- c. Description of BESS location, size, specifications (e.g., make and model), and components
- d. Nameplate power (kW) and energy (kWh) output
- e. Data monitoring and collection responsibilities
- f. Warranty provisions
- g. Total BESS system cost, estimated upfront incentive amount, and estimated net customer cost

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<sup>14</sup> See Energy Storage Solutions website for any additional data requirements.



- h. Payment schedule
- i. Notice of cancellation (in duplicate)
- j. Current Program Terms & Conditions and Data Release (See Appendix B and Program website)
- k. Any additional information upon request by the Program Administrators

**8. Commercial and Industrial BESS Sales Contract and Terms (if applicable)** – Provide a complete copy of your standard contract or sales agreement template exactly as provided to a C&I customer for the sale of a BESS.

All sales contracts between C&I customers and Contractors participating in Energy Storage Solutions and requesting an Upfront Incentive must reference the incentive as “estimated”.

Each sales contract must be signed by the Eligible Contractor and the customer. All agreements will include:

- a. Description of BESS system location, size, specifications, and components
- b. Nameplate power (kW) and energy (kWh) output
- c. Data monitoring and collection responsibilities
- d. Warranty provisions
- e. Total BESS system cost, estimated upfront incentive amount, and estimated net customer cost
- f. Payment schedule
- g. Current Program Terms and Conditions (See Appendix B and website)
- h. Or any additional data upon request by the Program Administrators

**9. Workmanship Warranty** – Provide a copy of Eligible Contractor’s workmanship warranty. Contractors participating in Energy Storage Solutions must provide a ten (10) year or longer workmanship warranty. The warranty must cover full costs of labor for repair or replacement of any defective system components or components that failed due to improper or insufficient design or installation.

**10. General Liability Insurance** – All Eligible Contractors and subcontractors must carry at least one million dollars in general liability insurance to participate in Energy Storage Solutions. Additionally, all Eligible Contractors and subcontracts must carry worker’s compensation, and auto insurance.

### 5.3.1.2 Required Documentation for TPOs

This section is only applicable to TPOs which intend to own and operate BESS with lease or PPA to customers in Energy Storage Solutions. Companies may apply as both an Eligible Contractor and TPO if they intend to sell, install, own, and operate BESS to customers.

TPOs will own and operate BESS in agreement with customers in Eversource and UI territories. To qualify as a TPO, companies applying to Energy Storage Solutions must be financially solvent and able to own and operate a fleet of BESS and be properly insured and meet Connecticut's occupational and professional licensing requirements, such as Connecticut E-1 and/or HIC licenses where necessary.

TPOs are expected to interpret system-wide DERMS dispatch instructions to control an individual storage system operation. Each BESS enrolled in Energy Storage Solutions is required to select a certified TPO responsible for implementing the "last-mile" storage system controls.

All TPOs must provide the following documentation:

1. **Complete Application** – submitted electronically or online at Program website.
2. **Technical Capabilities** – Provide a summary of the Applicant company's experience and training with battery energy storage systems and related technologies; and Applicant's experience with CGB and EDC programs.
3. **Bank Reference Letter** – Provide verifiable evidence of financial solvency and health. TPOs should demonstrate their business is in good financial standing, has sufficient financial resources, and is able to meet the cash flow requirements of managing multiple projects in Energy Storage Solutions. Please submit a bank letter of reference/credit addressed to CGB on the bank's letterhead, including the following details:
  - a. Confirmation of good standing
  - b. Minimum balance carried
  - c. Length of time the applicant has been a customer of the bank
  - d. Signature of appropriate bank officer

If the financial capacity information is confidential, it must be labeled "CONFIDENTIAL" in the title of the document and be clearly marked "CONFIDENTIAL".

4. **Agreement(s) with Eligible Contractor(s)** – TPOs are required to use Eligible Contractors to install BESS under Energy Storage Solutions or become an Eligible Contractor. Submit a copy of each agreement, if applicable, which should be on the TPO's letterhead, and include the following details:
  - a. Eligible Contractor's primary responsibilities
  - b. Eligible TPO's primary responsibilities
  - c. Term of agreement
  - d. Any other relevant terms
  - e. Signatures of all parties

If the TPO changes, cancels, or adds agreements with Eligible Contractors, the Program Administrators must be notified in writing within five (5) business days of the change. The TPO

must also submit an updated agreement, and any other applicable documents. The Program Administrators reserves the right to request additional information regarding agreements with Eligible Contractors. TPOs may also apply as Eligible Contractors to coordinate or subcontract their own installations.

5. **Residential Lease / PPA Contract and Terms (If applicable)** – Provide a sample of the TPO's standard contract or sales agreement template for residential BESS Leases or PPAs.
6. **Commercial and Industrial Lease / PPA Contract and Terms (If applicable)** – Provide a sample of the TPO's standard contract or sales agreement template for commercial and industrial BESS Leases or PPAs.
7. **General Liability Insurance** - All TPOs must carry at least one (1) million dollars in general liability insurance to participate in Energy Storage Solutions. Additionally, all Eligible Contractors and TPOs and subcontracts must carry worker's compensation, and auto insurance.

### 5.3.2 Eligible Contractor and TPO Application Process

The Application process is as follows:

1. Prospective Contractor or TPO will submit a complete Application to the Program Administrators at the Energy Storage Solutions website. The Program Administrators shall determine what constitutes a complete Application based on the requirements set forth in this document.
2. Each Application will be evaluated for completeness and consistency with the requirements outlined in this document within five (5) business days of submission. The Program Administrators will review the Application and may request additional documentation or information, if needed. Incomplete Applications may take longer to process and may be rejected. Rejected Applicants may resubmit a complete Application at any time.
3. When a complete Application has been submitted, Program Administrators will review the Application. Applications can be rejected at the sole discretion of the Program Administrators. Reasons for rejection include but are not limited to:
  - a. Principal(s), executive(s) or staff (including but not limited to: managers, directors, executive staff, subcontractors or salespersons) of Applicant company have been associated with misconduct within Connecticut Green Bank or EDC programs, or have been associated with misconduct within other state or utility programs.
  - b. Principal(s), executive(s) or staff (including but not limited to: managers, directors, executive staff, subcontractors or salespersons) of Applicant company have been associated with illegal activity—criminal or misdemeanor—or unethical behavior that may cast Energy Storage Solutions in negative light or call into question the integrity or workmanship or salesmanship of the Contractor or TPO.
  - c. Complaints or negative references from customers, current or past employees or other agencies or organizations.

- d. Other reasons the Contractor or TPO may not be capable of successfully participating in the Program or meeting the Program's consumer protection standards, at the Program Administrators' sole discretion.
4. A letter notifying the Applicant of the Program Administrator's approval (Approval Letter) or denial (Denial Letter) of the Application will be sent electronically. If approved as a Provisional Eligible Contractor, the letter will stipulate the provisions. If denied, Applicant may reapply (correcting for deficiencies noted in Denial Letter)
5. If approved, Contractor or TPO may request access to Enrollment Platform. Training is available upon request.
6. If approved, Contractor or TPO may begin submitting incentive reservation requests pursuant to their status (Eligible or Provisional), (Residential and/or C&I) and sales type (PPA, Lease, Purchase).

### 5.3.3 Eligible Contractor and Third-Party Owner Responsibilities and Conduct

Eligible Contractors and Third-Party Owners' Primary Responsibilities are as follows:

1. Provide responsible, accurate and transparent sales and marketing information to customers
2. Uphold a professional degree of workmanship and work collaboratively with the Program Administrators in the best interests of customers
3. Follow all rules of Energy Storage Solutions including, but not limited to those outlined in this document and in training guides and notices.
4. Submit complete and accurate incentive applications on behalf of customers via the Program workflow platforms.
5. Comply with current Program processes for submission of incentive applications, inspection reports and project completion documents, as outlined in separate Process Guides provided by the Program Administrators at the Program website.
6. Obtain all appropriate local and state permits and approvals to facilitate the installation of the BESS.
7. Maintain all required insurance, licenses, registrations, and certifications as required by Energy Storage Solutions and by applicable local and state law.
8. Comply with all national, state, and local codes and standards, rules and regulations including but not limited to those related to home improvement contracting, electrical work and construction.
9. Coordinate installation of grid-tied BESS through direct employees or subcontractors.
10. Complete interconnection applications for UI and Eversource customers and obtain interconnection approval before commissioning.
11. Refrain from installation of BESS systems prior to Program Administrators approval when requesting an upfront incentive.
12. Collaborate with the Program Administrator's third-party inspectors, as needed.

- 13.** Complete system installation (if applicable) and pass all required inspections within a reasonable timeframe.
- 14.** Honor a required minimum ten (10) year workmanship warranty.
- 15.** Respond to BESS outages and other BESS performance and monitoring issues within a reasonable timeframe and in accordance with warranty and contract terms.
- 16.** Configure and maintain access to an Approved Performance Data Provider for each project receiving a Program incentive.
- 17.** Understand the public policy objectives of PA 21-53 and Docket No. 17-12-03RE03
- 18.** Hold responsibility for and present a plan for disposal of storage assets at the end of their useful life.

TPOs are required to work with Eligible Contractors to fulfill the above responsibilities. Contractors and TPOs will be held directly accountable for work performed by their staff, subcontractors or other representatives.

#### **5.3.4 Eligible Contractor and Third-Party Owner Non-Performance, Misconduct, Improper and Illegal Behavior**

The Program Administrators can, at their sole discretion, impose a probation, suspension or termination of a Contractor or TPO's eligibility to participate in Energy Storage Solutions, and/or may put on hold, suspend, or terminate incentive payments at any time if Program requirements are not met, or for misconduct, improper, or illegal behavior in connection with Energy Storage Solutions (alleged or convicted), including but not limited to the following:

- 1.** Complaints regarding sales, workmanship and service, including, but not limited to:
  - a.** Misleading or high-pressure sales tactics
  - b.** Providing false, deceptive, or inaccurate information
  - c.** Poor customer service
  - d.** Poor, improper, or unsafe installation quality
  - e.** Billing for equipment not installed, services not rendered or charges that should not be borne by a customer based on Program rules, agreements, or similar circumstances
- 2.** Failure to ensure that all applicable employees and/or subcontractors are properly licensed according to Connecticut State law and adhere to the requirements of Energy Storage Solutions.
- 3.** Failure to comply with current State and local laws and ordinances pertinent to home improvement contracting, building, and electrical work, including but not limited to:
  - a.** Obtaining proper permits for lead generation, sales, and installations
  - b.** Following Occupational Safety and Health Administration (OSHA) regulations
  - c.** Following National Electric Code (NEC), Connecticut State Building Code(s), municipal building code(s) and ordinance(s).

4. Improper incentive activity, including, but not limited to:
  - a. Failure to return cancelled incentive funds to the Program Administrators within a thirty (30) day period
  - b. Failure to return overpaid or otherwise owed incentive funds to the Program Administrators within a thirty (30) day period. (For example, an incentive could be overpaid due to an incentive reduction based on inspection findings occurring after incentive payment, or premature un-enrollment from dispatch programs).
  - c. Failure to pass 100% of upfront incentive as upfront cost reduction to the customer
5. Misrepresentation of BESS capabilities and benefits in sales or marketing materials to obtain competitive advantage, including, but not limited to:
  - a. Presentation of inaccurate, deceptive, incomplete, or misleading power and energy estimates, including backup power
  - b. Presentation of inaccurate, deceptive, incomplete, or misleading economic and environmental benefits
  - c. Actions against a customer's best interests (including, but not limited to design and/or sale of a BESS that is not ideal or suited for the customer's property, energy, or economic needs)
  - d. Misrepresentation of incentives and credits (i.e., Program incentives, federal ITC, tax liability, etc.)
  - e. Presentation of inaccurate or misleading information about utility electricity rates including assumptions regarding rate escalation and Time of Use (TOU) rates and schedules
  - f. Presentation of inaccurate or misleading information regarding incentives, project payback, return on investment or other measures of customer project economics
6. Consistent inspection failures, including, but not limited to:
  - a. Municipal inspections
  - b. Utility inspections or witness tests
  - c. Program field inspections
7. Failure to submit or respond to requests for information, including but not limited to:
  - a. Program documentation or information
  - b. Project documentation or information
  - c. Certificate of insurance
  - d. Certifications and licensing applicable to Program Manual
  - e. Permit or interconnection documentation

8. Failure to meet Responsibilities described in this document
9. Submission of fraudulent or falsified documents or unauthorized signatures to the Program Administrators or to other State, municipal or utility agencies related to the installation of the BESS, including, but not limited to the manipulation of a signed document or electronic signature.
10. Commission of any illegal actions while participating in Energy Storage Solutions, or if principal(s), executive(s), manager(s), salesperson(s) or other key staff (including subcontractors) are suspected or convicted of involvement in criminal or misdemeanor activity that calls into question the integrity or workmanship or salesmanship of the Contractor or TPO, or any other actions or behaviors that cast or potentially could cast Energy Storage Solutions in a negative light or are deemed unethical or improper by the Program Administrators.
11. Consistent failure to follow Program procedures.

Contractor or TPO may be given reasonable opportunity to correct problems identified by the Program Administrators, however, the Program Administrators reserve the right to immediately place on probation, suspend or terminate the Contractor or TPO from the Program for any violation or alleged violation of Program rules at the Program Administrator's sole discretion. Suspended Contractors or TPOs may reapply to Energy Storage Solutions after their suspension period has ended. Suspended Contractors or TPOs will submit a new Application, explain how prior violations were remedied if applicable, and include a plan for preventing future issues.

### 5.3.5 Disciplinary Action and Appeal

Upon the Program Administrators becoming aware of a violation, act or omission, the Program Administrators may take one or more of the following actions:

1. Contact principal(s) of Contractor or TPO with written description of alleged Program violation(s) and request a written response to the allegations from Contractor or TPO.
2. Immediately suspend Contractor or TPO from Energy Storage Solutions and request a written response to the allegations from Contractor or TPO. Suspension may remain in effect as an investigation is conducted.
3. Forward all documentation relevant to Program violation allegations to the Connecticut Department of Consumer Protection (DCP) and/or Connecticut Attorney General's office and/or PURA's Office of Education, Outreach & Enforcement (EOE) and/or other relevant local, state or national agencies, officials, offices or organizations.

The Program Administrators will review Contractor or TPO response and request additional information as needed.

The Program Administrators will respond in writing with their findings and with any disciplinary action. Such disciplinary action may include, but not be limited to:

1. Probation (including but not limited to a limitation of incentive approvals)
2. Suspension from Energy Storage Solutions

### **3. Termination from Energy Storage Solutions indefinitely**

If Contractor or TPO disagrees with the decision made by the Program Administrators, the Contractor or TPO may appeal the decision within thirty (30) days of issuance to a review committee consisting of the officers of the CGB and representatives of Eversource and UI. The Contractor or TPO shall have the right to present their appeal within forty-five (45) days from requesting such appeal. The decision of this review committee shall be the final determination on the matter.

The Program Administrators may modify or expedite this process as the situation necessitates or as agreed to by the Contractor or TPO and the Program Administrators. All involved parties are expected to work expeditiously in finding resolution, however, timelines shall not be guaranteed due to the unique nature of each situation.

#### **5.3.6 Important Implementation Notices for Project Completion Policy**

Contractors and TPOs with approval suspension will still be able to submit projects to the Program enrollment platform. However, projects submitted during an approval suspension period will be considered for approval at the incentive level in effect at the time the suspension is lifted (i.e., Contractors and TPOs under suspension will not be able to “reserve” prior incentive levels).

These rules are applicable throughout the entire duration of the Program, and the Program Administrators may implement suspensions at any point in time based on non-compliance with these rules.

Contractors and TPOs are ultimately responsible for project management including tracking the status of their projects with respect to this policy.

The Program Administrators reserve the right to adjust these rules and will provide notice of changes. The Program Administrators reserve the right to make the final determination on a Contractor or TPO’s standing with respect to these rules, including decisions as to whether Contractor or TPO has achieved compliance and whether suspension may be lifted. The Program Administrators are not obligated to provide exceptions to this policy. The Program Administrators will consider a Contractor or TPO’s inability to comply with this Project Completion Policy a violation of Program rules.

#### **5.3.7 List of Eligible TPOs**

The Program Administrators will maintain a list of Eligible TPOs. This list will be available on the Program website.

#### **5.3.8 List of Eligible Contractors**

The Program Administrators will maintain a list of Eligible Contractors. This list will be available on the Program website.



## Section 6: Operational Control

In the event of an emergency within the customer's facility, the customer should call the appropriate emergency services. As quickly as is feasible, the customer should notify the EDC's customer care center to report the emergency.

Eligible BESS in Energy Storage Solutions must be connected to and controlled by the relevant EDC's DERMS. The EDC's DERMS will send dispatch signals for both the passive and active programs. Dispatch events will include passive and active events as described in subsequent sections. The EDCs will require each system to include the following the minimum control and monitoring aspects, at minimum:

1. **Telemetry.** Telemetry requirements will include a minimum granular location, charge, discharge, state of charge, and schedule of events. This telemetry should meet the EDC's latency and interval requirements. In addition, the EDC's DERMS platform should receive this telemetry from every discrete BESS and not at a fleet level. Additional detail is below in Section 6.1.
2. **Dispatching.** The EDC will initiate the dispatch of the battery energy storage system through their DERMS platform, accounting for Program dispatch and any ISO-NE override instructions, and the EDC can schedule the dispatch in advance or in real-time.<sup>15</sup> Events packages may include start/stop, charge/discharge, and level of charge/discharge. The Operator will be responsible for "last-mile" operational instructions to the Customer System.
3. **Override.** If required to maintain the safety and reliability of the grid, EDCs may also override dispatch events scheduled by the ISO-NE for battery energy storage systems participating in their programs and/or operations.

The communication to the BESS may be a direct connection to the EDC's DERMS platform. However, other layered communications constructs are acceptable if the system meets the above minimum operational control requirements. This flexibility would allow the Operator to control the "last-mile" communication to the BESS via a third-party system, if that system provided upwards telemetry, dispatching, and override capabilities to the EDC.

BESS operation allows support of the grid with high-speed operations driven by the technology of the system components. While synced to the grid, the lithium-ion BESS has proven to respond with full load capability from remote telemetry in the 1-2 second time range. From an offline state, the BESS can sync to the grid and provide full power in less than 30 seconds in most circumstances. The steps required to go from offline to an online state has a relatively simple control sequence and using the Power Conditionings System (PCS) or inverter/transformer to sync to the electrical characteristics of the grid. Figure 1 illustrates a high-level depiction of the hardware required for both the EDC and ISO-NE to manage control of the BESS through the DERMS platform.

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<sup>15</sup> In most cases, the Companies will schedule a dispatch in advance with a day-ahead notification; however, the Companies also plan to conduct real-time dispatches.

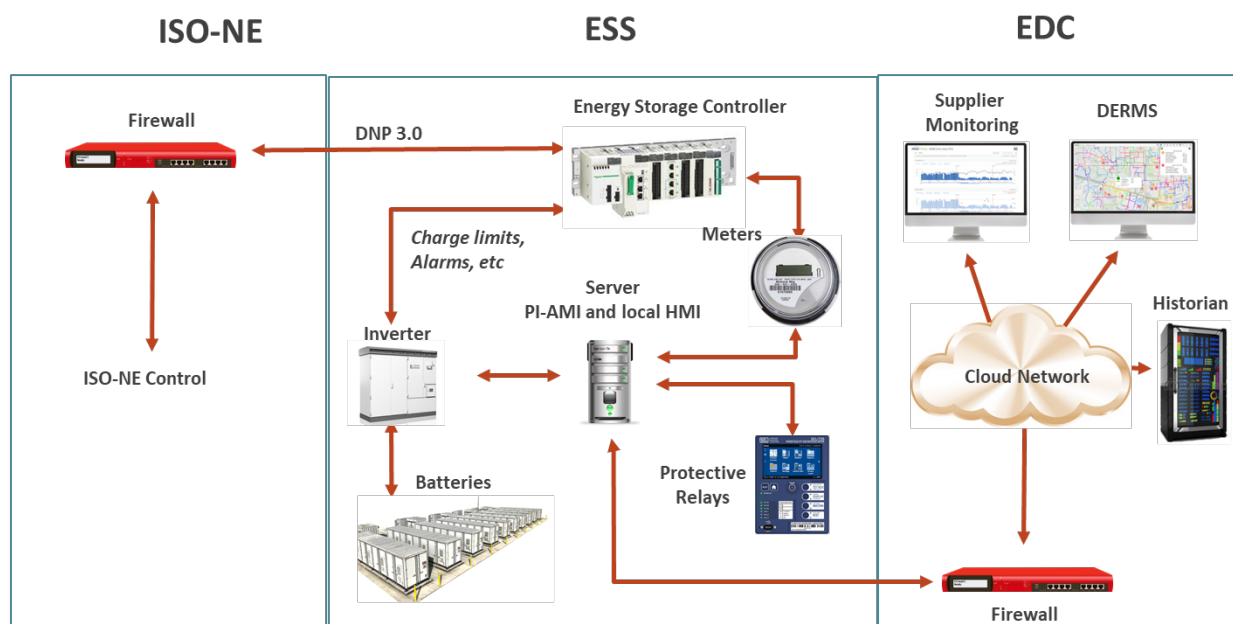


Figure 1 BESS Network and Supervisory Controls and Data Acquisition Diagram

## 6.1. Operational Agreements

The EDC and the Customers will ultimately enter into an operational agreement to manage the system dispatches and implement the right charging strategy. Key elements of such an agreement will be general operating standards, emergency conditions, and dispatching passive and active services. Networking and communication of the BESS with EDC supervisory controls will be critical to successful operation over the term of an agreement. Over time, integration with data acquisition (SCADA) systems will improve the performance and value of storage systems, BESS will be expected to incorporate SCADA communications as applicable.

### 6.1.1 General Operating Standards

The Customer's Operator must provide the telemetry (i.e., data from the BESS) capable of communicating the minimum data elements as described below:

- Critical operating parameters that the Operator should monitor throughout the BESS include but are not limited to: inverter AC and DC voltage, current, kW, kVA, kVAR, power factor; battery rack voltage and current, battery module min/max voltage, auxiliary system critical parameters, fire detection/suppression monitoring points, state of charge, and temperature monitoring points of the battery racks.

Customer's telemetry must ensure data can be provided to the DERMS at intervals not to exceed 15 minutes with a maximum latency of 15 minutes.

Utility grade meters that were selected according to ANSI standards will need to be maintained throughout the lifetime. Inspection and testing of all meters will conform to Good Utility Practice, but not less often than every five (5) Contract Years at TPO's expense. Upon reasonable written request to the Customer, the EDC will request, at its own expense, inspection or testing of any such meters more frequently.

### 6.1.2 Dispatching Passive and Active Services

The BESS installed through the Program must be capable of meeting the following dispatch requirements, as required by appropriate Customer Class. See Appendix D for Operational Agreement.

#### Passive Dispatch

- **Notification:** For BESS systems receiving upfront incentives, the EDC DERMs will provide advance notification to the Customer's Operator who will implement discharge information to the Customer's BESS and comply with the following schedule:
  - **Event Window and Frequency:** Passive dispatch will occur Monday through Friday in the months of June, July, and August, except for holidays. Passive dispatch hours will be between 3 PM EST and 8 PM EST.
- **Discharge:** Operator will ensure the battery discharges its available energy capacity at a constant rate in each hour during the 5-hour dispatch window, while maintaining a minimum reserve of 20% of rated battery capacity.
- **Participation Term:** The Customer will participate in passive dispatch activities for the term of this agreement.

#### Active Dispatch

- **Notification:** When ISO New England forecasts electric grid capacity constraints, the EDCs will provide notification to the Operator via the DERMS at least 24 hours in advance of the start of the active dispatch event. Notification will be provided to the customer's Operator via an approved API or OpenADR Protocol. (Residential BESS may obtain a temporary exemption upon startup to use SFTP until July 1, 2022)
  - **Event Windows and Frequency:** The EDCs may initiate between 30-60 requests for active dispatch from June through September and up to 5 requests from November through March. The active dispatch event will be a maximum of 3 hours between the hours of 12 PM to 9 PM.
- **Discharge:** Operators will be provided with the requested discharge level for the event. Actual performance will be verified based on data captured by the Customer's Operator and reported back to the DERMS.
- **Active Dispatch Performance:** To receive performance incentives, customers must participate in active dispatch events. If a customer does not participate in an event, they will receive 0 kW performance for that event. The Customer's performance incentive is based on the average kW discharge from all events called during each dispatch season (i.e., summer or winter).

#### Override Conditions

During the term of this Operating Agreement, the EDCs may require an override (i.e., cancel or change the timing of an event) of a scheduled dispatch event based on the following circumstances:

- **Overriding Passive Dispatch with Active Dispatch Events:** If an active dispatch event is scheduled by the EDC during a day with passive dispatch already scheduled, the DERMS will send notification to the Operator with start time, stop time, and duration of an active event at least 24 hours in

advance. A cancellation of the planned Passive dispatch for the scheduled day will be cancelled at that time. The customer will also receive email notification that the Passive Dispatch was cancelled at least 24 hours in advance of the planned Active Dispatch.

- **Other Override Conditions:** EDCs may also override scheduled dispatch events (Passive or Active) for all Customer Classes for the following reasons:
  - **Grid Safety and Reliability.** Critical system events that impact system voltage levels, system stability and safety, or distribution system events that are considered emergencies by the EDC's may require override of a customer's BESS. While such conditions are rare, the EDCs will attempt to provide advance notification whenever possible, dependent on the nature of the event. Notification would be provided to the Operator via established communication protocol. Customers will also receive an email notification that the scheduled event is being cancelled.
  - **Forecasted Severe Weather Conditions.** Known severe weather events (that are anticipated to trigger the EDC's Emergency Restoration Plan level 1-5 activities may also generate conditions which require an override of scheduled events to ensure the customer's backup capacity is available in case an outage is experienced by the customer. In such an event, EDC's via their DERMS will initiate cancellation notification to Operators of all planned dispatch events (Passive and Active) 48 hours in advance whenever possible. Notification will also be provided to customers that scheduled events are being cancelled due to severe weather conditions. The cancellation will continue until restoration of incurred outages has been completed.

## 6.2. Battery System Maintenance, Internet Connection, and Durability Responsibility

Contractors and TPOs are responsible for maintaining the Customer's BESS so that it can respond to dispatch events. Performance data is expected to come from the BESS, not a separate meter, as dictated by the ANSI standard mentioned in section Technical Requirements. The incentive amount could be affected if: (1) a BESS is not properly maintained, (2) the internet connection to the BESS is not maintained, or (3) any other aspect that would cause the BESS to discharge less or be unable to properly report performance. Electric storage capacities degrade over time, causing them to be able to discharge less power and/or energy. This will also affect the incentive amount. Therefore, prior to enrolling in Energy Storage Solutions, customers and their Contractor or TPO should consider the possibility of smaller than anticipated incentives due to lifecycle management decisions combined with expected performance decreases over the life of the BESS.

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## Section 7: Program Dispatch and Incentive Structure

CGB will administer the Passive Dispatch declining-block upfront incentive and the EDCs will administer the Active Dispatch ongoing performance incentive. To be eligible for upfront incentives, projects must meet the requirements defined in the “Technology Eligibility” and “Customer Eligibility” sections. Additionally, the BESS must be set to the passive dispatch default settings, or another acceptable use case determined by CGB and approved by the Authority. Systems installed prior to January 1, 2022, are not eligible for the Upfront Incentive but may apply to participate in the Active Dispatch portion of the Program and earn the Performance Incentive provided their application is approved pursuant to Section 4. Any BESS customers seeking to enroll as a Transfer Customer, including those that were previously participating in the Eversource Connected Solutions program, must do so by December 31, 2022. Only new systems that receive the upfront incentive will be counted towards the Authority goal of 580 MW installed storage by 2030.

### **Program Requirements**

The EDCs have developed the following Program requirements:

- There must be an appropriate interconnection agreement that meets the relevant EDC’s standard interconnection requirements.
- Ability to meet both the passive and active dispatch needs of the Program, including completing software integration with dispatch platforms utilized in the Program, and the ability for technology to receive remote software upgrades.
- Approved electric storage technologies (See Appendix A) will require completing the New Technology Application and obtain eligibility from the EDCs to engage the integration process with the DERM vendors. Costs associated with the integration effort will be borne by the Operator.

The Program will allow for BESS’s to be both standalone and coupled with other energy resources (e.g., solar), if such configurations are also in compliance with EDC interconnection agreements. Both alternating current (AC)-couple and direct current (DC)-coupled battery systems are eligible for Energy Storage Solutions.

### **7.1. Passive Dispatch and Upfront Incentives**

CGB, in consultation with the EDCs, will be responsible for developing the final guidelines governing passive dispatch.<sup>16</sup> Customers that receive an upfront incentive (Residential Customers, Commercial – Fully Enrolled Customers, and Priority Customers, collectively “Passive Dispatch Participants”) must participate in the passive dispatch portion of the Program. This requires setting the BESS to automatically store and dispatch energy through the BESS to reduce demand during summer peak periods (see Table 1). The EDCs will direct a notification of passive discharge events to the customer’s BESS Operator from their respective DERMS. Typically, Passive Dispatch Participants will not need to take any action for their BESS to respond to a passive discharge event. The Program Administrators will require that the passive dispatch notification be implemented through the DERMS and communicated to the Operator who will provide discharge signals to the BESS. The residential BESS’s participating in Energy Storage Solutions will be required to have capability

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<sup>16</sup> Authority, Order No. 3 in Docket No. 21-08-05. “No later than October 1, 2021, the Program Administrators shall also develop and file for the Authority’s review and approval rules guiding the distribution of the upfront incentive payment to participating electric storage system owners in Docket No. 21-08-05 consistent with the direction provided in Section III.C.”

to export to the grid in order to maximize benefits to the grid.<sup>17</sup> The conditions that allow for exemption will be detailed in separate program materials as the factors affecting these conditions evolve.

As part of the Application process, the Program Administrators will require all Passive Dispatch Participants to sign the Data Release and Terms and Conditions Agreement (see Appendix B) asserting compliance with the passive dispatch guidelines. Customers may deviate from passive dispatch parameters only under the following circumstances:

- During emergency events as determined by the relevant EDC.
- During active dispatch events as determined by the relevant EDC.
- To meet any ISO-NE or other obligations as allowed per “Co-Participation in ISO-NE Market Programs” section.

During Passive Dispatch events, Passive Dispatch Participants are required to discharge down to 20% of the BESS rated capacity. The passive dispatch window is 5 hours in duration.

For example: a system with 12.5 kWh rated energy capacity will have 10 kWh available for Passive Dispatch and 2.5 kWh for reserve. During Passive Dispatch setting this BESS will discharge at an average rate of 2 kWh per hour for the 5-hour duration. This is illustrated in the chart below:

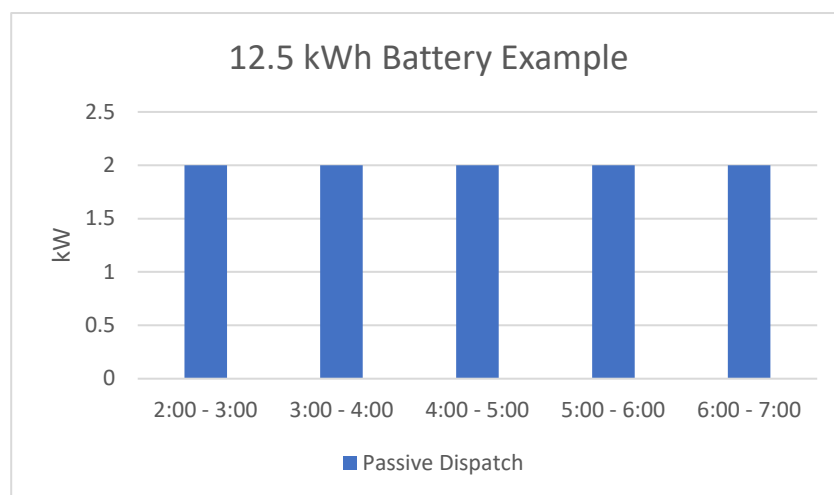


Figure 2 - 12.5 kWh Battery Passive Dispatch

Residential Customers and Priority Customers - Residential are eligible for upfront incentives, administered by CT Green Bank, as defined in Table 3. The residential up-front incentive structure follows a declining block structure with decreasing \$/kWh incentive offerings as Program participation meets stepped capacity milestones.

<sup>17</sup> Unless interconnection is cost-prohibitive as detailed in Customer Enrollment Process

Table 3 CGB Proposed Residential Customer Upfront Incentive (2022-2024)

Incentive Step	Estimated No. of Participants	Capacity Block (MW)	Standard (\$/kWh)*	Underserved (\$/kWh)*	Low-Income (\$/kWh)*	Average Upfront Incentive per System
1	2,000	10.0	\$200	\$300	\$400	\$3,375
2	3,000	15.0	\$170	\$255	\$340	\$2,869
3	5,000	25.0	\$130	\$195	\$260	\$2,194
<b>Total</b>	<b>10,000</b>	<b>50.0</b>				
*Upfront incentives are defined based on rated energy capacity (kWh)						

Commercial – Fully Enrolled and Priority Customers – Commercial are eligible for upfront incentives, administered by CGB, as defined in Table 4. The non-residential up-front incentive utilizes a single block with differentiation between small commercial, large commercial, and industrial customer types.

Assigning the applicable Small, Medium, and Large Peak Demand Upfront Incentive will be determined based on a customer’s “peak demand”, defined as the average of their last 12-months monthly demand, where monthly demand will be the highest 30-minute interval demand each month. In the event this calculation is not possible (e.g. no interval data available), Program Administrators may use the billing demand in a customer’s utility bill.

Table 4 CGB Proposed C&I Customer Upfront Incentive Structure (2022-2024)

Capacity Block (MW)	Upfront Incentive (\$/kWh)*		
	Small Commercial	Medium Commercial	Large Commercial
50.0	\$200	\$175	\$100
Small Commercial is a C&I customer with peak demand <200 kW Medium Commercial is a C&I customer with peak demand 200 kW - 500 kW Large Commercial is a C&I customer with peak demand >500 kW *Upfront incentives are defined based on rated energy capacity (kWh).			

Passive Dispatch Participants will be required to participate in Passive Dispatch for a minimum of 10 years. Exiting from Energy Storage Solutions before the end of this period, or non-performance in passive events during this period, will result in non-compliance with Program requirements and the customer will be required to return a prorated portion of the un-earned incentive. The claw back evaluation process will commence at the end of the summer season. The evaluation will determine whether a participating BESS responded to greater than 90% of the passive dispatch hours at the enrolled level<sup>18</sup>. The first year that the

<sup>18</sup> As described above, Passive Dispatch Participants are expected to uniformly dispatch 80% of useable energy over the 5-hour passive dispatch window.

system is non-compliant with this threshold, the customer will be responsible for returning 10% of the upfront incentive (“Violation Fee 1”). Upon the second year of non-compliance, the customer will be charged a second fee equal to a pro-rated amount of the upfront incentive based upon remaining years in the Program (“Violation Fee 2”). After Violation Fee 2, the customer will no longer be considered a participant in Energy Storage Solutions. In the event that the customer does not pay the Violation Fees as described above, performance incentive payouts will be swept by CGB until the cost of the violation fee is recovered. If no performance incentive payouts are available to be swept, the customer will be billed by CGB.

If the customer is able to demonstrate a valid reason for non-compliance (e.g. manufacturer recall), they may appeal the Violation Fees to CGB directly. Program Administrators will conduct an investigation and will notify the customer in writing whether the penalty is upheld.

Passive Dispatch Participants will also be automatically enrolled in Active Dispatch.

### 7.1.1 Calculation of Upfront Incentive

The calculation of the upfront incentive is primarily based on the usable energy capacity (kWh) of the BESS, with some limiting factors. The upfront residential incentive is calculated based on the minimum of the following three formulas:

- Residential Formula 1: BESS rated energy capacity (kWh) \* [\$200/kWh]<sup>19</sup>
- Residential Formula 2: 50% of BESS total installed cost
- Residential Formula 3: Maximum per project incentive of \$7,500<sup>20</sup>

The upfront non-residential incentive is calculated based on the minimum of the following two formulas:

- Non-Residential Formula 1. BESS rated energy capacity (kWh) \* [\$200/kWh]<sup>21</sup>
- Non-Residential Formula 2. 50% of BESS total installed cost

The following illustrative examples demonstrate how the incentive calculations work. For additional examples, please see the Energy Storage Solutions website and other Program documentation.

**Example 1** - in the case of one 5 kW, 13.5 kWh battery with an installed cost of \$11,000, for a standard Residential Customer.

- 13.5 kWh \* \$200/kWh, or \$2,700
- 50% of \$11,000, or \$5,500
- Maximum incentive of \$7,500

The customer would receive an upfront incentive of \$2,700.

**Example 2** – in the case of two batteries that add up to 15.2 kW, 36 kWh with an installed cost of \$19,000, for a standard Residential Customer.

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<sup>19</sup> kWh level as determined depending on the project type and incentive level as provided in Table 3

<sup>20</sup> Residential Formula 3 does not apply to Multifamily Affordable Housing installations

<sup>21</sup> kWh level as determined depending on the project type and incentive level as provided in Table 4



- 36 kWh \* \$200/kWh, or \$7,200
- 50% of \$19,000, or \$9,500
- Maximum incentive of \$7,500

The customer would receive an upfront incentive of \$7,200.

**Example 3** – in the case of two batteries that add up to 10 kW, 27 kWh with an installed cost of \$16,000, for a low-income Residential Customer.

- 27 kWh \* \$400/kWh, or \$10,800
- 50% of \$16,000, or \$8,000
- Maximum incentive of \$7,500

The customer would receive an upfront incentive of \$7,500.

**Example 4** – in the case of one 250 kW, 675 kWh battery for a medium-sized Commercial – Fully Enrolled Customer with an installed cost of \$378,000.

- 675 kWh \* \$175/kWh, or \$118,125
- 50% of \$378,000, or \$189,000

The customer would receive an upfront incentive of \$118,125.

## 7.2. Active Dispatch and Performance Incentives

When an Active Dispatch event is called the Passive Dispatch event for that day is cancelled. In the situation that an Active Dispatch event is called by the EDCs during the Passive Dispatch hours, the Active Dispatch shall take precedence over the Passive Dispatch.

Table 5: Summer and Winter Active Dispatch Parameters

	Summer	Winter
Season Dates	June 1 – September 30	November 1 – March 31
Number of Events	30-60	1-5
Event Duration	1 - 3 hours	1 - 3 hours
Timing	12:00 PM to 9:00 PM	12:00 PM to 9:00 PM

The incentive rate tied to performance during active dispatch events for each option is shown in Table 6.

Table 6: Active Dispatch Performance Incentive for Cycle One (2022 – 2024)

BESS Performance Period	Opening Period (Years 1 – 5)	Closing Period (Years 6 – 10)
Summer Performance Incentive (\$/kW)*	\$200	\$115
Winter Performance Incentive (\$/kW)*	\$25	\$15
*Performance incentives are based on average kW-AC contribution during the season, determined by actual system performance during events as indicated by inverter data, not nameplate capacity.		

Participating customers are eligible to receive performance incentives for the same BESS for up to 10 years. This 10 Years of eligible performance is split into an opening period (years 1 – 5) and a closing period (years 6 – 10). Customers will also be granted a 24-month maximum construction hold commencing on the Reservation of Funds (ROF) date. The construction hold will temporarily lock in the performance incentive rates at that cycle while the BESS is built. The full 24-month hold requires certain milestones are met as described in Section 4: Enrollment. Systems built under 24 months may be immediately eligible to start their opening period. Systems that require longer than 24 months of construction or those that do not meet the required milestones within the hold must re-apply to Energy Storage Solutions and will be reviewed under that cycle rates current to that time.

If a system’s opening period is commenced mid-season that system will receive 0 kW as performance for any events missed but will be allowed to earn performance on any remaining events of that season. The performance incentive will be set in three-year periods with Cycle One set as “2022-2024”. During the next three-year review, the incentive may be re-evaluated and adjusted based on market conditions for Program Period Two (2025-2027).

**Table 7. Project Application and Approval Timeline**

<b>Milestone</b>	<b>Duration</b>
Application to Program	-
Application Approval	30 days (Max) from Application
Construction Hold	24 Months (Max) from ROF Approval (Described in Section 4: Enrollment)
Opening Period Start	The sooner of: 24 Months from Application approval or System ready for dispatch
Closing Period Start	5 Years from Opening Period Start
Program Performance End	5 Years from Closing Period Start

### 7.3. Active Dispatch Incentive Rates and Average Performance

Performance is measured as the average discharge capacity from the BESS across all active events during the given season. If the BESS is dispatched with less than 24 hours notice, the event will not be counted in the calculation of the seasonal performance incentive however, BESS that participate in such events will be compensated for their performance at the applicable rates. If a customer opts out of an event or has some communication or other issue that prevents them from discharging during an event, they will be given a 0 kW performance for that event. These will affect the customer’s average performance and incentive.

The performance incentive rates refer to the average dispatch amount across all events of the dispatch season. Approved Contractors or TPOs must provide twenty-four hours a day, seven days a week service with 15-minute intervals (or more granular data) for the entire demand response season in order to receive fees or for their customers to receive performance incentives. Lapses in service that result in missing data during an event will result in performance being measured at 0 kW-AC for the duration of the missing data.

Performance per event is equal to the average discharge rate of the BESS in kW-AC over the length of the event as described below.

Customers cannot increase their performance for an event by curtailing solar photovoltaic production to increase the BESS discharge rate. For example, if the inverter size limits the total production of the solar photovoltaic system and BESS, then the Customer cannot limit the solar photovoltaic system during a dispatch event so that the battery can discharge more. As a result, the Program Administrators will require that the BESS provides discharge performance value disaggregated from coincident solar production. Solar inverters and controllers must operate in maximum power point tracking (MPPT) mode at all times and this parameter must be reporting to the DERMS platform through the Supplier SCADA system.

Active Dispatch does not require the customer to hold any reserve capacity. Events will dispatch assuming all capacity is available to the Program. Therefore, customers may dispatch their full capacity during Active Events to maximize performance incentives. This would yield an average dispatch of 1/3 of the usable energy capacity per hour during a 3-hour event for a fully charged battery.

Using the previous example of a 12 kWh system, a customer with a fully charged system would be able to participate at 4 kWh per hour over a 3-hour active dispatch event, for an average of 4 kW for that event.

Continuing with this example a typical summer season may have 40 active dispatch events call. This customer did not participate in 5 events. This could be due to many reasons such as the BESS not being installed until mid-season, customer opt-outs, or the Operator unable to provide data. In all cases of non-participation, the customer is given 0 kW across those event hours. However, for the remaining event hours the customer participated at an average hourly output of 4 kW. The average of 5 3-hour events at 0 kW and 35 3-hour events at 4 kW is an average summer seasonal performance of 3.5 kW. The summer performance incentive will be calculated as  $\$200/\text{kW} \times 3.5 \text{ kW} = \$700$ .

The average season performance for winter events will be a separate additive incentive calculation using the same process, based on the winter performance rate. If the customer in the example participates, as expected, at 4 kW for all winter event the incentive would be calculated as:  $\$25/\text{kW} \times 4 \text{ kW} = \$100$ . Over the course of both seasons this customer was able to earn  $\$700 + \$100 = \$800$  in Active Dispatch performance incentives for the year.

The calculation of incentive benefit specified here is subject to change by the Program Administrators (with PURA's approval) and will be indicated on the Program website, customer enrollment forms and other Program materials.

#### 7.4. Incentive Payment Process

CGB will administer all upfront incentive payments following the approval of the Application, an inspection or self-inspection of the system's installation at the discretion of the Program Administrators, and the provision of proof of enrollment in both active and passive dispatch portions of Energy Storage Solutions. The relevant EDC will administer the incentive payments for summer and winter performance, as calculated in the "Incentive Rates and Average Performance" section and will be paid by the EDC approximately 6-8 weeks following the Summer and Winter seasons. Once enrolled in Energy Storage Solutions, the EDC will add the customer's BESS to their DERMS system.

#### 7.4.1 Upfront Incentive Payments

Upfront incentives are provided as upfront discounts or reflected in the customer's purchase or lease agreement with their Contractor or TPO. CGB will disburse upfront incentive reimbursements to eligible Contractors, TPOs, or participating BESS owners as indicated on the Application. If payments to entities besides the Customer account holder (i.e., TPO) are requested the Customer and other entity must both sign and acknowledge this on the Application.

After incentive approval and once the system is installed and energized, Contractors and TPOs shall submit proof of project completion and interconnection through the online enrollment platform. Once verified by CGB that installation was performed in accordance with the original or amended incentive application, all completion documentation has been submitted and approved, passive and dispatch enrollment has been verified, and all applicable Program requirements have been met, the project will be eligible to have the upfront incentive reimbursed to the Contractor or TPO. CGB will process incentive reimbursement payments to Contractors and TPOs in monthly batches.

If a battery system is not installed properly or in accordance with the proposed system specifications submitted to the Program Administrators, CGB reserves the right to withhold or recalculate upfront incentive payments based on actual installed equipment and site conditions. Additionally, the Program Administrators may stop approving incentive applications and/or withhold payments for Contractors and TPOs that consistently have problems properly installing BESS and/or complying with the requirements of Energy Storage Solutions.

Additional information regarding the upfront incentive payment will be made available by the Program Administrators in a separate document on the Energy Storage Solutions website.

#### 7.4.2 Performance Incentive Payments

Performance incentives will be calculated in accordance with Sec. 7.3. and paid by the EDCs following the Summer and Winter seasons.

##### 7.4.2.1. Direct Payments

Battery storage owners will have access to on-bill payment or direct payment options, which will support PURA's key Program objectives, including facilitating deployment of battery storage in LMI and vulnerable communities, while at the same time reducing risk to homeowners and capital providers and lowering system financing costs.

Customers can designate a direct payment payee at the time of enrollment, and EDCs will assign upfront and/or performance incentive payments in part or in full to a TPO or financial institution, as specified by the Customer.

#### 7.5. Days for Demand Response Events (Active and Passive)

Active discharge events are called on weekends, weekdays, or holidays – for both summer and winter.

Passive discharge events are limited to non-holiday weekdays during the Summer season (June, July and August) only. Holidays excluded from passive dispatch events include:

Table 8: Holidays for Passive Dispatch Events

Dispatch Season	Holiday	Typical Date
Summer	Independence Day	July 4
Summer	Juneteenth	June 19

### 7.6. No Demand Response Events Before Large Storms

Customers often purchase energy storage systems in part for backup power during power outages. Under non-storm operating scenarios, no more than 80 percent of usable energy capacity will be used during passive events, leaving 20 percent available for backup power. The EDC's will not call events (Active or Passive) for the two (2) days preceding any predicted Emergency Restoration Plan level (level 1-5) outage events, leaving the BESS to use as the customer deems appropriate.

### 7.7. Performance Testing

The Program Administrators may conduct performance tests of the BESS during installation or during periodic inspections. However, the Program Administrators may periodically elect to run communication tests to ensure all notification processes are functioning. A BESS Commissioning & Acceptance Testing program that will ensure that system perform as designed and that the system meets the Technical Requirements and performs as expected. Commissioning documentation typically includes but is not limited to:

- Electrical Design verification
- Certificates of Code Compliance
- Power/Energy Capability testing
- Modes of Operation testing in Local/Remote Control
- Functional acceptance testing of fire detection and suppression
- Network Integration and SCADA point verification
- First Responder orientation record

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## Section 8: Storage Configuration Considerations

### 8.1. Co-Participation in ISO-NE Market Programs

Residential, commercial, and industrial customers and/or the corresponding TPO will be able to retain capacity rights without the ability to monetize such rights (i.e., participation in the ISO-NE FCM) as the default Program arrangement. However, in four select customer cases, TPOs and C&I customers will be permitted to request capacity rights in order to monetize storage assets into ISO-NE market programs: Customers on the Grid Edge, Critical Facilities, C&I Customers with Fossil Fuel Generators, and Small Business Customers. Definitions and limitations for each customer class eligible for capacity right application are defined below.

Customers who are participating in ISO-NE at the same facility but not through the storage assets supported by Energy Storage Solutions (traditional curtailment) will still retain the rights to that capacity. Electric storage system operators with capacity rights must adopt the passive dispatch settings established pursuant to the Authority's final decision. However, they may operate outside the passive dispatch parameters to meet ISO-NE market obligations if they meet all requirements established by the operational control model. Projects that do not participate in an active demand response event will not receive the corresponding performance incentive.

#### 8.1.1 Customers on the Grid Edge

Customers on the Grid Edge are defined as top ten percent of circuits with the highest number of outages per customer during major storms since July 1, 2012, and (2) the top ten percent of circuits with the longest outages due to major storms since July 1, 2012. A map of circuits that meet grid edge criteria can be found in the Program's website.

During the incentive application process, customers identified as Grid Edge, must:

1. Inform Program Administrators whether they intend to participate in the ISO-NE FCM, and
2. Request from CGB capacity rights associated with their projects.

Only after the incentive application is approved, CGB will notify Customers of the status of their request.

#### 8.1.2 Critical Facilities

For the purposes of Energy Storage Solutions, Critical Facilities shall be defined according to Conn. Gen. Stat. § 16-243y(a)(2), as well as known facilities that were designated essential by the DECD pursuant to Governor Lamont's Executive Order 7H.<sup>22</sup>

During the incentive application process, customers identified as Critical Facilities, must:

1. Inform Program Administrators whether they intend to participate in the ISO-NE FCM,
2. Request from CGB capacity rights associated with their projects, and

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<sup>22</sup> EDCs will confirm applicant's qualification as a critical facility as part of the application process.

3. Submit a Resiliency Plan that demonstrates how their system would be recharged when grid-charging is otherwise unavailable.

Only after the incentive application is approved, CGB will notify Customers of the status of their request.

### 8.1.3 Commercial and Industrial Customers with Fossil Fuel Generators

This category applies to customers who are replacing their existing fossil fuel generators with electric storage systems. Customers must provide a resiliency plan when applying for this designation.

During the incentive application process, customers identified as Commercial and Industrial with fossil fuel generators, must:

1. Inform Program Administrators whether they intend to participate in the ISO-NE FCM,
2. Request from CGB capacity rights associated with their projects,
3. Submit a Resiliency Plan that demonstrates how their system would be recharged when grid-charging is otherwise unavailable, and
4. Provide proof that the fossil fuel generator being replaced will be decommissioned.

Only after the incentive application is approved, CGB will notify Customers of the status of their request.

### 8.1.4 Small Business Customers

Small business customers are commercial and industrial customers with less than 200 kW peak load. Customers must provide a resiliency plan when applying for this designation.

During the incentive application process, customers identified as Small Business Customers, must:

1. Inform Program Administrators whether they intend to participate in the ISO-NE FCM,
2. Request from CGB capacity rights associated with their projects, and
3. Submit a Resiliency Plan that demonstrates how their system would be recharged when grid-charging is otherwise unavailable.

Only after the incentive application is approved, CGB will notify Customers of the status of their request.

## 8.2. ISO-NE Market Participation Verification Process

During the incentive application process, customers must inform Program Administrators of their intent to participate in the ISO-NE Forward Capacity Market (FCM) and/or ancillary services market. Customers wishing to participate in ISO-NE markets must apply for eligibility at the time of application.

BESS participating in Energy Storage Solutions may participate in ISO-NE ancillary services market that allow participation by load reducers for the purposes of developing the load forecast used in calculating the Installed Capacity Requirement. Accordingly, such projects shall operate under the passive dispatch settings to the furthest possible extent but can override the baseline settings in order to satisfy any ISO-NE market requirements.

Following each Passive and Active Dispatch season, individual battery owners or battery aggregators participating in FCM or ancillary services market, must submit a self-certification stating (1) whether they participated in ISO-NE markets, 2.) which market(s) they participated in, (3) the days and hours of such participation, (4) the compensation received for each event; and (5) whether the compensation is from a third-party aggregator or directly from the market net of administrative fees. Program Administrators will work with EM&V Provider to confirm ISO-NE market participation by these assets, and the level of their participation, in order to better understand how such participation impacts the expected Program benefit-cost ratios and any implications for the Program's active and passive dispatch settings.

#### 8.2.1 ISO-NE capacity rights application window

Starting in the second year of the Program, and every subsequent year, Program Administrators will create a ISO-NE capacity rights application window, for existing ISO-NE FCM participants to inform Program Administrators of their desire to participate in the ISO-NE FCM in the upcoming year. Eligible customers may also request capacity rights at the time of application

### 8.3. Monetization of Capacity Rights

Only project owners as specified in Section 8.1 can monetize capacity rights in the ISO-New England Forward Capacity Markets via Forward Capacity Auctions (FCA), Annual Reconfiguration Auctions (ARA) or Monthly Reconfiguration Auctions (MRA).

To ensure that the ratepayer benefits that the Authority is seeking are achieved (i.e.,  $RIM \geq 1.4$  for the Program), the Program Administrators will monitor FCM participation based on the total capacity of systems that qualify for ISO-NE market participation at the time of enrollment. If greater than 25% of systems eligible to participate in the FCM opt to monetize capacity rights, the Program Administrators will notify the Authority. The 25% benchmark will be calculated annually based on the total MW of systems eligible to participate in ISO-NE markets divided by the total MW deployed in Energy Storage Solutions. At the completion of the first year of the program, and every subsequent year, Program Administrators will evaluate customers participation in ISO-NE markets, its impact on the program RIM, and the suitability of this benchmark.

Program Administrators will develop an ISO-NE market participation verification process to better understand how such participation impacts the expected Program benefit-cost ratios and any implications for the Program's active and passive dispatch settings, and its findings will be incorporated in Program annual reports.

### 8.4. Storage Configurations & Interconnection

#### 8.4.1 Renewable Energy Plus Storage

Customers with interconnected renewable energy systems, such as solar photovoltaics and wind turbines, may participate in Energy Storage Solutions. The investment tax credit (ITC), also known as the federal solar tax credit, may provide added incentives for energy storage systems charged by renewable energy systems. The battery system's performance will be limited by the terms and conditions established in the approved interconnection agreement.



#### 8.4.2 Storage Only Systems

Customers who do not have a renewable energy system but do have an energy storage system that charges from the grid may participate in Energy Storage Solutions. If the customer will be discharging electricity to the grid, they must go through the normal interconnection process with their relevant EDC. The battery system's performance will be limited by the terms and conditions established in the approved interconnection agreement.

## Section 9: System Disposal

### 9.1. Eligible Contractor and Third-Party Owner Responsibilities

The decommissioning of any BESS participating in Energy Storage Solutions shall be completed by the Contractor, TPO, or another party as designed by the Contractor or TPO. The Contractor or TPO shall be held responsible by the Program Administrators for ensuring that all appropriate steps have been taken to dispose of and recycle all BESS components in such a manner that minimizes waste and environmental harm in compliance with all local, state, and federal regulations.

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## Appendix A: List of Eligible Electric Energy Storage Systems

The following BESS's have been identified as eligible systems that meet the requirements of Energy Storage Solutions based on previous participation in the Eversource ConnectedSolutions Program. OEM's and TPO's on this list will need to submit a New Technologies Application to confirm their interest and approval to participate in ESS. This list will be updated periodically on the Energy Storage Solutions website.

### ***Eligible Electric Storage Systems***

Manufacturer	Eligible Batteries	Communication Protocol <sup>23</sup>
Enphase	Encharge 3 Encharge 10	Secure FTP File
Generac	Panasonic (DCB)* Generac (EX)	Secure FTP File
LG Chem	LG Chem RESU10H	Secure FTP File
Sol-Ark	Any 48V Battery	Secure FTP File
SolarEdge	Using Other OEMs	Secure FTP File
Sonnen	Sonnen Eco Sonnen Ecolinx	Secure FTP File
Tesla	Tesla Powerwall 2** Tesla Powerwall+**	API

\* If connected to an eligible inverter

\*\*Tesla Powerwall has internal inverter

### ***Eligible Inverters***

Manufacturer	Eligible Inverters
Enphase	IQ Series microinverters M Series microinverters
Generac	Model 700 Series Model 11400 Series
SAVEEN	SAVEEN Hybryd Inverter
Schneider	Schneider Smart inverter
Sol-Ark	Sol-Ark 12k Sol-Ark 8k Sol-Ark 5k
SolarEdge	SE3000H-US SE3800H-US SE3800A-US SE6000H-US SE7600H-US SE7600A-US
Sonnen	Outback Power Radian Inverter
Tesla	All Solar Inverters

<sup>23</sup> Eligible residential BESS with Secure FTP Communication Protocol must be fully integrated by July 1, 2022 with API or OpenADR protocol

### ***OEM's with Eligible DERMs Integration***

Manufacturer	Communication Protocol***
Electriq	NA/API or OpenADR
Generac	API or Open ADR
LG Chem	API or Open ADR
NGK	API or OpenADR
SolarEdge	API or OpenADR
Stem	API or OpenADR
Surverge	API or OpenADR
Tesla	API or OpenADR

***\*\*\*Integration Status may differ between Residential and Commercial DERMs vendors***

### ***Eligible Remote Terminal Units (RTU)***

Manufacturer	Communication Protocol
SAE	API or OpenADR
KMC Gateway	API or OpenADR

## Appendix B: Data Release and Terms & Conditions Agreement



### DATA RELEASE and TERMS & CONDITIONS AGREEMENT

Version 1/1/2022

This Energy Storage Solutions Data Release and Terms & Conditions Agreement is expressly incorporated into the battery energy storage system (BESS) sales agreement between the Customer and the Eligible Contractor (Contractor) or Third-Party Owner (TPO). This Data Release must be signed by all Customers participating in Energy Storage Solutions. In the event of any conflict between this Data Release and any other terms and conditions agreed to by the Customer, this Data Release shall control.

Energy Storage Solutions is overseen by the Public Utilities Regulatory Authority (PURA), is paid for by ratepayers, and is administered by the Green Bank, Eversource, and UI

**WHY WE NEED A RELEASE** – For Connecticut Green Bank, Eversource and United Illuminating (collectively “Program Administrators”) to accurately measure performance in Energy Storage Solutions (Program), we need access to battery energy storage system (BESS) performance data (Data). This Data will allow us to aggregate and understand Customer benefit and ensure compliance with Program rules. This Data will also be used by Program Administrators to evaluate the effectiveness of the Energy Storage Solutions incentives. We take the security and privacy of your information very seriously. The Program Administrators will protect the confidentiality of your Data in compliance with all applicable laws. Data may be anonymized and released in the aggregate for research purposes, but we will never release personal data, and we will never sell or rent aggregated data.

**BESS PERFORMANCE DATA RELEASE** – As the Customer associated with this BESS, I hereby authorize and give permission to the Program Administrators named above to use the Data in connection with calculating estimated and actual benefits and for evaluating the effectiveness of the Program. This permission is given for 1) my historic energy usage and monthly and total amount of energy used at my utility service address; 2) my BESS performance including active and passive dispatch event participation; and 3) program-related information. In addition to the use of the Data for the evaluation of the Program, the Data may also be anonymized and released in the aggregate.

**PROGRAM DATA RELEASE** – As a recipient of incentives supported by the Program Administrators, including the Connecticut Green Bank, a quasi-public agency of the State of Connecticut, I hereby authorize Connecticut Green Bank and other Program Administrators named above to access my Data and release it

to program partners for confidential use in connection with calculating estimated and actual energy savings, evaluation of the effectiveness of this product, and understanding performance of this type of incentive in the aggregate; and, in addition, I authorize Connecticut Green Bank to use my anonymized data or anonymized aggregated Data.

**RELEASE PERIOD** – This authorization covers Data for the period starting 18 months before the date below and ending at the time of decommissioning of the BESS.

**TERMS & CONDITIONS** – The Energy Storage Solutions Eligible Contractor or Third-Party Owner (TPO) agrees to and will incorporate the following terms into each agreement / lease / power purchase agreement between the Contractor and Customer and/or TPO if an Energy Storage Solutions incentive is requested, and will ensure that Customer provides signature as proof of agreement to these terms:

1. Neither the Connecticut Green Bank, Eversource Energy, United Illuminating (Program Administrators) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Program Administrators are not responsible for assuring the design, engineering, and construction of any BESS is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. The Program Administrators do not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
2. Where applicable, Contractor shall pass on to the Customer 100% of the Upfront Incentive as an upfront reduction in the total price of the BESS.
3. Customer understands that completing this Data Release and Terms & Conditions Agreement does not guarantee approval for incentive(s) or participation in the Program.
4. Where applicable, Contractor and/or TPO and Customer shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the BESS prior to incentive disbursement.
5. No BESS receiving Upfront and/or Performance-Based Incentives shall be removed from the State of Connecticut for the 10 years of the Energy Storage Solutions program contract.
6. Contractor and/or TPO and Customer agree to install a revenue-grade meter and an approved web-based monitoring system on PV system and maintain working connection with the Distributed Energy Resource Management System (DERMS) dispatch platform for the useful life of the battery energy storage system.
7. Contractor and/or TPO and Customer acknowledge that the Program Administrators maintain the right to inspect all residential PV systems prior to disbursement of incentive payment. Customer should make reasonable effort to coordinate with the inspector to allow inspection to take place.

8. Contractor and/or TPO and Customer acknowledge that the Connecticut Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.
9. In consideration for participation in the ESS, Customer does hereby disclaim, release, and forever discharge the Program Administrators, their officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Homeowner for participating in the Program.
10. Contractor and/or TPO and Customer agree that the Program Administrators shall have access to all dispatch and energy data generated from the BESS, either directly from the BESS or through a Distributed Energy Resource Management System (DERMS) for the useful life of the BESS. Contractor and/or TPO and Customer hereby authorize the Program Administrators to access such data without their or any BESS vendor's prior authorization or approval.

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Customer Signature

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Customer Name

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Date

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Contractor Signature

---

Contractor Name

---

Date

## Appendix C: Technology Approval Form

### NEW TECHNOLOGIES REQUEST APPLICATION

# Connecticut Energy Storage Solutions

All submitted information is public record. Do not submit any propriety or confidential information.

## INSTRUCTIONS

Thank you for your interest in the Connecticut Energy Storage Solutions (Program). To have equipment reviewed for participation into the Program and inclusion on the Eligible Equipment List, complete the following.

1. Confirm that the equipment is not currently eligible in the Program by reviewing the Program Equipment List. *(Link or Drop-Down Menu)*
2. If the equipment is not listed, or requires revision, complete the following.
  - a. Obtain certification from the Nationally Recognized Testing Laboratories (NRTL).
  - b. Complete the *New Technologies Request Application*.
    - Eligibility will be based on your responses. Make certain to answer ALL questions.
    - A glossary of terms is located at the end of the application.
3. For equipment providers who currently participate in Connected Solutions, equipment must be able to integrate with Distributed Energy Resource Management System (DERMS) platform before projects are approved.
4. Submit the application and supporting documents via email to [EnergyStorageSolutions@eversource.com](mailto:EnergyStorageSolutions@eversource.com) (for Eversource) or [EnergyStorageSolutions@uinet.com](mailto:EnergyStorageSolutions@uinet.com) (for United Illuminating), as applicable.

## BESS MANUFACTURER INFORMATION

*BESS Manufacturer must submit the request.*

BESS MANUFACTURER INFORMATION
<b>BESS Manufacturer Name:</b>
<b>Contact Name:</b> _____ (First Name) _____ (Last Name)
<b>Address:</b> _____ (Street) _____ (City), _____ (State) _____ (Zip)



## BESS MANUFACTURER INFORMATION (CONTINUED)

Phone Number:

Email Address:

Currently, the BESS Manufacturer has equipment listed on the Connecticut Energy Storage Solutions, Program Equipment List: Yes ☐ No ☐

If yes, list approved equipment.

1. \_\_\_\_\_ (Model Number) \_\_\_\_\_ (Approval Date)

Does the equipment currently have approved integration into the Electric Distribution Company's (EDC) DERMS platform?

Yes ☐ No ☐

2. \_\_\_\_\_ (Model Number) \_\_\_\_\_ (Approval Date)

Does the equipment currently have approved integration into the EDC's DERMS platform?

Yes ☐ No ☐

*\*If needed, attach/list additional approved systems.*

Update BESS Manufacturer Name of Current Listing(s) (if different) than above name:

Yes ☐ No ☐

BESS Manufacturer (listing prior to this application): \_\_\_\_\_

Request Type: Revise ☐ Add ☐

Reason for Revision (or indicate N/A):

## BATTERY ENERGY STORAGE SYSTEM (BESS) INFORMATION

BATTERY ENERGY STORAGE SYSTEM (BESS) INFORMATION	
<b>New or Existing?</b> <input type="checkbox"/> New <input type="checkbox"/> Existing <i>(For Updating Purposes)</i>	
<b>Residential or Commercial Class Equipment?</b> <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Both (Residential & Commercial)	
<b>Is the proposed equipment commercially available?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO _____ (Date equipment will be commercially available)	
<b>Complete the Section Below for BESS.</b>	
<b>BESS Model Number</b>	
<b>Description</b>	
<b>Nameplate Power (kW)</b>	_____ kW
<b>Nameplate Energy Capacity (kWh)</b>	_____ kWh
<b>Maximum Continuous Discharge Rate (kW)</b>	_____ kW
<b>Nominal Voltage (Vac)</b>	_____ Vac
<b>Optional: Inverter Approval*</b> (Must be submitted in conjunction with ESS)	Model Number: _____ Single or Multi Phase: <input type="checkbox"/> Single Phase <input type="checkbox"/> Multi Phase Output Voltage (V): _____ V Maximum Continuous Current (A): _____ A Maximum Continuous Power (kVA): _____ kVA  * Consideration for substitution of other inverters to be approved and used with the BESS.

## ELIGIBILITY CRITERIA

It is important to determine if a BESS Manufacturer's equipment 1) transmits data to the appropriate DERMS platform and 2) meets UL 9540 Safety certification requirements.

Responses to the questions below will determine if a system meets the eligibility requirements.

Complete the questions based on the system you wish for consideration. Only submit one system per application.

Attach proof of UL 9540 Certification and if available, UL 1741 SA Certification (with reference to IEEE 1547-2018 2<sup>nd</sup> ed.).

For residential batteries that are currently eligible to move forward with DERMS integration, the BESS Manufacturer may provide secure FTP files up to July 1, 2022 if their integration process is not completed for a commercial operation date prior to July 1, 2022. If integration is not completed by July 1, 2022, no additional BESS projects using the proposed technology will be approved until existing ESS BESS are fully integrated.

ELIGIBILITY CRITERIA - COMMUNICATION		
<b>Part 1.</b> <i>Select the best statement that describes the status of the BESS' communication.</i>		
	<b>Yes</b> System currently meets the requirement	<b>No</b> System does NOT meet the requirement
Can the system receive a control signal from a remote management system or DERMS and pass that control signal to the asset at the customer site?	<input type="checkbox"/>	<input type="checkbox"/>
As part of the control signal, can the system at a minimum communicate on a per event basis, start time, end time, and magnitude of discharge?	<input type="checkbox"/>	<input type="checkbox"/>
Can the system dispatch and cancel/override an event if it receives notification from a DERMS provider?	<input type="checkbox"/>	<input type="checkbox"/>
Can the system measure and store 15-minute interval data (shorter intervals allowed) for all customer devices for duration of the event?	<input type="checkbox"/>	<input type="checkbox"/>
Does the BESS Manufacturer use API or Open ADR or acceptable protocols (as determined by DERMS)?	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part 2.</b> <i>Fill-in a response to each question.</i>		
How frequently is the data measured or stored for all customer devices? _____		
What is the data retention in terms of number of days or limit on BESS? _____		
What is the data retention in terms of number of days or limit on cloud data? _____		

### ELIGIBILITY CRITERIA – COMMUNICATION (CONTINUED)

**Part 3.** Select the response that best describes your commitment to BESS' communication.

Is the company willing to commit to developing a communication pathway at their own expense to the DERMS platform either through an API integration or via certified OpenADR 2.0b?

Yes ☐

No ☐

### ELIGIBILITY CRITERIA - UL 9540 SAFETY CERTIFICATION

Is the test lab a NRTL recognized by the Occupational Safety and Health Administration (OSHA)?

Yes ☐

No ☐

Is the UL 9540 certificate of compliance (or Authorization to Mark) from a NRTL and for the requested equipment model number(s)?

Yes ☐

No ☐

What edition of the UL 9540 standard is the equipment certified to?

Edition: \_\_\_\_\_

Was the test equipment calibrated when the test was performed?

Yes ☐

No ☐

Is a specification sheet submitted for the requested model number?

Yes ☐

No ☐

### ELIGIBILITY CRITERIA - UL 1741 SA CERTIFICATION (REF IEEE 1547-2018 2<sup>ND</sup> ED)\*\*

Is the test lab a NRTL whose Scope of Recognition under OSHA includes UL 1741 SA?

Yes ☐

No ☐

Identify the equipment that is certified to UL 1741 SA.

Equipment: \_\_\_\_\_

Was the Volt-Var curve tested with *reactive power priority* enabled during testing in accordance with UL 1741 SA, Volt-Var (AS13)?

Yes ☐

No ☐

In which submitted document(s) does the *NRTL verify* that the Volt-Var test (SA13) was done with *reactive power priority* enabled?

Document: \_\_\_\_\_

Page: \_\_\_\_\_

Did the testing for UL 1741 SA include Frequency-Watt (SA14) and Volt-Watt (SA15) test procedures?

Yes ☐

No ☐

Did the testing for UL 1741 SA include Disable Permit Service (SA17) and Limit Active Power (SA18) test procedures?

Yes ☐

No ☐

## ELIGIBILITY CRITERIA - UL 1741 SA CERTIFICATION (REF IEEE 1547-2018 2<sup>ND</sup> ED)\*\* (CONTINUED)

Was the test equipment calibrated when the test was performed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have test report(s) and for each model number been submitted to the EDCs?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
** Include supporting UL 1741 SA Certification documentation with application.		

## WHAT HAPPENS NEXT?

1. After the *New Technologies Request Application* and supporting documents are submitted, you will receive an email confirmation and status update as your application is reviewed.
2. The EDCs will provide your reviewed application to the DERMS platform providers for verification as an acceptable technology capable of the integration efforts.
3. The EDCs will inform you of the decision, along with comments, to approve or deny your system and participation as a BESS Manufacturer into the Program.
4. Application resubmittal guidelines are stated in the *Program Guidelines for Energy Storage Solutions*.
5. If you would like to obtain more information, please email [EnergyStorageSolutions@eversource.com](mailto:EnergyStorageSolutions@eversource.com) or [EnergyStorageSolutions@uinet.com](mailto:EnergyStorageSolutions@uinet.com).

## ADDITIONAL INFORMATION

### ADDITIONAL INFORMATION

Please provide, as an attachment, any additional information you believe is required to support this application for technology approval.

*This program is overseen by the Public Utilities Regulatory Authority (PURA), is paid for by ratepayers, and is administered by the Green Bank, Eversource, and UI.*

TERM	DEFINITION
<b>API</b>	Application Programming Interface, which is a software intermediary that allows two applications to talk to each other
<b>Eligible Equipment List</b>	The Eligible Equipment List includes equipment that is capable of integrating with DERMS but must complete integration to be considered approved equipment.
<b>BESS Manufacturer</b>	Battery Energy Storage System as described in the Program Manual
<b>DERMS</b>	The “Distributed Energy Management System” is the platform utilized by the EDCs to notify the Operators of scheduled events requiring BESS actions
<b>EDCs</b>	Electric Distribution Companies (Eversource Energy and United Illuminating)
<b>OpenADR</b>	Open Automated Demand Response, provides a non-proprietary, open standardized DR interface that allows electricity providers to communicate DR signals directly to existing customers using a common language and existing communications
<b>Program</b>	Energy Storage Solutions is a new program offered through the Program Administrators
<b>Program Administrators</b>	Collectively the Connecticut Green Bank, Eversource Energy, and United Illuminating Company
<b>UL 1741 SA</b>	Supplement A for United Laboratories 1741, Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources
<b>UL 9540</b>	As Specified in the National Fire Protection Association (NFPA) 855, United Laboratory 9540 certifies the safety requirements for Battery Energy Storage Systems

## Appendix D: Operational Agreement

### OPERATIONS AGREEMENT FOR ENERGY STORAGE SOLUTIONS

#### ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

Electric Distribution Company Serving Site of Installation	Eversource	United Illuminating
--	------------	---------------------

#### CUSTOMER/ACCOUNT HOLDER INFORMATION

Customer's Name	Name on Account (if different)	Phone	
Street Address	City	State	Zip
Electric Account Number	Email Address		

#### THIRD-PARTY OWNER INFORMATION (If applicable)

Company Name	Contact Name	Phone	
Street Address	City	State	Zip
Email Address			

#### BATTERY ENERGY STORAGE SYSTEM (BESS) INFORMATION

BESS Manufacturer:	Inverter Model Number	Battery Model Number
Max Power Rating (KW):	Continuous Power Rating (KW):	Usable Energy Rating (kWh):
Round Trip Efficiency:	Unique Battery ID:	
Is BESS Paired with PV Solar	Yes	No

#### OTHER INFORMATION

Performance incentives should be sent to:	Customer	Third-Party Owner
Party responsible for "last mile" service (Operator):	BESS Manufacturer	Third-Party Owner
Will project claim capacity rights in ISO-New England Forward Capacity Market and/or Ancillary Service Market?	Yes	No

## CUSTOMER ACCEPTANCE OF TERMS AND CONDITIONS

I CERTIFY THAT I HAVE READ AND AGREE TO THE OPERATIONAL TERMS AND CONDITIONS AND OBLIGATIONS IN THIS OPERATING

☐ AGREEMENT

DATE	PRINT NAME	AUTHORIZED SIGNATURE
		X

## OPERATIONAL REQUIREMENTS FOR PARTICIPATION

Energy Storage Solutions (Program) is a voluntary incentive program offered for Battery Energy Storage Systems (BESS) to residential, commercial, and industrial customers of Eversource and The United Illuminating Company (UI) (Electric Distribution Companies (EDCs)). Residential, commercial, and industrial customers of the EDCs are eligible to participate in the Program. Detailed information about the Program can be found in the Program Manual. The operation of the Program consists of two dispatch strategies (i.e., EDCs call on BESS to provide electricity to support the electric grid):

**Passive Dispatch:** All BESS systems installed and receiving upfront incentives as part of the Program will be interconnected with passive dispatch as the default system setting by the Operator.

**Active Dispatch:** A performance-based incentive structure that compensates participants for the average kW dispatched during events over the summer and winter seasons.

### Key Definitions

**BESS:** Battery Energy Storage System, as described in the Program Manual.

**Customer:** The residential or commercial entity owning the premise where the battery is installed and maintaining an active electric account with the EDCs.

**Contractor:** The entity responsible for development of the BESS project with the Customer and (where applicable) Third-Party Owner.

**Third-Party Owner:** A third-party entity that owns the BESS and maintains a lease or power-purchase agreement with the Customer.

**Operator:** The party responsible for “last mile” communications to the BESS. This could be the BESS Manufacturer or Third-Party Owner.

**Last Mile:** Refers to the telemetry and associated BESS communication and data transfer by Operator.



**DERMS:** The “Distributed Energy Management System” is the platform utilized by the EDCs to notify the Operators of scheduled events requiring BESS actions.

**Term:** The duration of this agreement will be 10 years beginning on Commercial Operation Date (as defined in the Program Manual).

## **Operational Requirements for Participation in Program**

### **BESS Operating Requirements**

BESSs in the Program must be connected to and responsive to the DERMS with the following minimum control and monitoring aspects:

**Telemetry:** The Customer’s Operator must provide the telemetry (i.e., data from the BESS) capable of communicating the minimum data elements as listed in the Program Manual. Telemetry must ensure data can be provided to the DERMS at intervals not to exceed 15 minutes with a maximum latency of 15 minutes.

**System Monitoring:** The Customer’s Operator must ensure the BESS is capable of continuously monitoring and reporting BESS minimum status data as listed in the Program Manual.

**BESS Functionality:** The BESS must include functionality for remote charging, discharging, and ramp rate control operations for all 24 hours in a day, 365 days a year, and be capable of managing the state of charge while being synced to the distribution system grid.

**Connectivity:** The BESS must maintain connectivity to the DERMS throughout the term of this agreement.

**Maintenance and Reporting:** Over the full term of the agreement, the Customer will ensure that a) the battery is properly maintained (i.e., manufacturer-recommended maintenance is performed), and b) interconnection connections and internet service provider connectivity is maintained. The Customer’s Operator will ensure the BESS meets the minimum reporting requirements under the Program.

- **Contact Information:** To accurately receive applicable notifications, Customers and Operators are responsible for notifying the EDCs of changes in contact information.

### **Dispatching Requirements**

Customers are obligated to participate in the following EDC dispatch activities required by the Program:

- **Passive Dispatch**
  - **Notification:** For BESS systems receiving upfront incentives, the EDCs’ DERMS will provide advance seasonal notification to the Customer’s Operator who will implement discharge requirements to the Customer’s BESS and comply with the following schedule for Passive Dispatch:
    - **Event Window and Frequency:** Passive dispatch will occur Monday through Friday in the months of June, July, and August, except for holidays. Passive dispatch hours will be between 3 PM and 8 PM Eastern.
    - **Discharge:** Operator will ensure the battery discharges its available energy capacity at a constant rate in each hour during the 5-hour dispatch window, while maintaining a minimum reserve of 20% of rated battery capacity.
  - **Participation Term:** The Customer will participate in passive dispatch activities for the term of this agreement.
- **Active Dispatch**
  - **Notification:** When ISO New England forecasts electric grid capacity constraints, the EDCs will provide notification to the Operator via the DERMS at least 24 hours in advance of the start of the active dispatch event.

Notification will be provided to the Customer's Operator via an approved Application Programming Interface or Open Automated Demand Response Protocol. Residential BESS Operators who have been granted permission to communicate through secure File Transfer Protocol until July 1, 2022 will receive notification by email from the DERMS.

- **Event Windows and Frequency:** The EDCs may initiate between 30 to 60 requests for active dispatch from June through September and up to 5 requests from November through March. The active dispatch event will be a maximum of 3 hours between the hours of 12 noon to 9 PM Eastern.
- **Discharge:** DERMS will request Operators to fully discharge Customers' BESS during events. Actual performance will be verified based on data captured by the Customer's Operator and reported back to the DERMS.
- **Active Dispatch Performance:** To receive performance incentives, Customers must participate in active dispatch events. If a Customer does not participate in an event, they will receive 0 kW performance for that event. The Customer's performance incentive is based on the average kW discharge from all events called during each dispatch season (i.e., summer or winter).

## Override Conditions

During the term of this Operating Agreement, the EDCs may require an override of a scheduled dispatch event (i.e., cancel or change the timing of an event) based on the following circumstances:

- **Overriding Passive Dispatch with Active Dispatch Events:** If an active dispatch event is scheduled by the EDCs during a day with passive dispatch already scheduled, the DERMS will send notification to the Operator with start time, stop time, and duration of an active event at least 24 hours in advance. The planned Passive Dispatch for the scheduled day will be canceled at that time by the Operator. The Customer will also receive email notification that the Passive Dispatch was canceled at least 24 hours in advance of the planned Active Dispatch.
- **Other Override Conditions:** EDCs may also override scheduled dispatch events (Passive or Active) for the following reasons:
  - **Grid Safety and Reliability:** Critical system events that impact system voltage levels, system stability, and safety, or distribution system events that are considered emergencies by the EDCs may require override of a Customer's BESS. While such conditions are rare, the EDCs will attempt to provide advance notification whenever possible, dependent on the nature of the event. Notification would be provided to the Operator via established communication protocol. Customers will also receive an email notification that the scheduled event is being canceled.
  - **Forecasted Severe Weather Conditions:** Known severe weather events that are anticipated to trigger the EDCs' Emergency Restoration Plan level 1-5 activities may also generate conditions which require an override of scheduled events to ensure the Customer's backup capacity is available in case an outage is experienced by the Customer. In such an event, EDCs, via their DERMS, will initiate cancellation notification to Operators of all planned dispatch events (Passive and Active) 48 hours in advance whenever possible. Notification will also be provided to Customers that scheduled events are being canceled due to severe weather conditions. The cancellation will continue until restoration of incurred outages has been completed.

## TERMS AND CONDITIONS

### 1. Incentives

Subject to these Terms and Conditions, the Electric Distribution Companies (EDCs) will pay Incentives to the Customer or their designated Operator based on performance during Active Dispatching events.

### 2. Definitions

- a) "Customer" means the residential or commercial customer owning the premise where the battery is installed and maintaining an active electric account with the EDCs.
- b) "Operator" means the party responsible for "last mile" communications to the BESS. This could be the BESS Manufacturer or Third-Party Owner.
- c) "BESS" refers to Battery Energy Storage System as described in the Program Manual.
- d) "Facility" means the Customer location served by the EDCs where BESSs are to be installed.
- e) "Incentives" means those payments made by the EDCs to Customers or to their designated Operator pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- f) "Program" means the Energy Storage Solutions offerings provided by the EDCs to Customers.
- g) "Electric Distribution Company" or "EDC" means The Connecticut Light and Power Company dba Eversource or United Illuminating (UI).

- h) "Program Materials" means the documents and information provided by the EDCs specifying the qualifying BESS, technology requirements, costs, and other Program requirements, which include, without limitation, Program guidelines, Program requirements, and application forms.
- i) "ISO-New England" is the entity responsible for reliably operating New England's bulk electric power generation and transmission system.

### **3. Operational Agreement Process and Requirement for EDC Approval**

- a) The Customer shall submit a completed and executed Operational Agreement in the form specified by the EDCs.
- b) Customer agrees to provide EDC vendors or contractors access to utility data, including usage and billing.
- c) The EDC is not obligated to pay any incentives until the customer has completed all Program requirements to obtain approval for a Commercial Operation date and has demonstrated performance in accordance with the Program Manual.
- d) The EDCs reserve the right to approve or disapprove of any Operational Agreement.
- e) All storage-related projects are required to receive approval through the EDC's Interconnection Process. Participation in the Program does not alter the Customer's Interconnection Service Agreement.

### **4. Pre and Post Installation Verification**

If the EDC determines that the BESS was not installed in accordance with these Terms and Conditions, the Program Materials, and Program Administrator's Approval, the EDC shall have the right to require modifications before having the obligations to make any incentive payments.

### **5. Monitoring and Inspection**

As a condition of receiving an incentive, the Customer and/or Operator agree to provide site access and information pertaining to the BESS to the EDC and cooperate with the EDC regarding such activity. By participating in the Program, the Customer and Operator acknowledge and agree that no activity by the EDC includes any kind of safety, code or other compliance review. Customer agrees that EDC may perform monitoring and inspection of the BESS for a three-year period following completion of the installation in order to determine the actual demand reduction (discharge) and energy savings.

### **6. Incentive Amounts, Requirements for Incentives, and Incentive Payment Conditions**

- a) The EDCs reserve the right to adjust and/or negotiate the Incentive amount.
- b) The EDCs shall not be obligated to pay the Incentive amount until all the following conditions are met:
  - (1) The customer has an approved Commercial Operation Date.
  - (2) All applicable permits, licenses, and inspections have been obtained by Customer.
- c) Upon the EDCs written request, the Customer will be required to refund any Incentives paid if the Customer does not comply with these Terms and Conditions and Program requirements.
- d) The EDCs shall use commercially reasonable efforts to pay the Incentive amount within six to eight weeks after the end of each program season.

### **7. Program/Terms and Conditions Changes**

The EDCs reserve the right, for any reason, to withhold approval of BESSs, and to cancel or alter the Program, at any time without notice. Approved Operation Agreements will be processed under the Terms and Conditions and Program Materials in effect as of the date the Operational Agreement was approved by the EDCs.

### **8. Publicity of Customer Participation**

The Customer grants to the EDC the right to use and reference for promotional and regulatory purposes the Customer's participation in the program, the details of the BESS project and the energy savings or demand reduction (discharge), the amount of incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

### **9. Indemnification and Limitation of the EDCs' Liability**

The Customer shall indemnify, defend, and hold harmless the EDCs, their affiliates and their respective contractors, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable. To the fullest extent allowed by law, the EDCs' aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the EDCs and their affiliates and their respective contractors, officers, directors, employees, agents, and representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the EDCs and their affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the BESS, the performance of the BESS, the Program, or these Terms and Conditions.

### **10. No Warranties or Representations by the EDCs**

- a) THE EDCs DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE EDCs MAKE NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR

PROVIDER' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE EDCs AND THE EDCs MAKE NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD-PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY EDCS' OTHER DOCUMENTS.

- b) Neither the EDCs nor any of their employees or contractors are responsible for determining that the design, engineering, or installation of the BESS is proper or complies with any particular laws, codes, or industry standards. The EDCs do not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the BESS or the adequacy or safety of the BESS.
- c) The Customer agrees that he or she is responsible (directly based on his or her own judgment, or indirectly based on the advice of an independent expert but not the EDCs) for all aspects of the BESS and related work, including but not limited to: selecting the equipment; selecting Contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size, and capacity selected by the Customer and/or their designated Operator, and that the same is properly installed and suitable for the Customer's or the OPERATOR's purposes; and determining if work was properly performed.
- d) The Customer agrees and acknowledges that each of the EDCs are not manufacturers of, or regularly engaged in the sale or distribution of, or experts with regard to, any equipment or work.
- e) The provisions of this Section 10 shall survive the termination, cancellation, or completion of the Customer's or their designated Operator's participation in the Program.

#### **11. Equipment, Contractor Selection, and Contracting**

The Customer or their designated Operator is responsible for selecting and contracting with the design and installation Contractor(s) if different than said Operator. The Customer's Operator shall be responsible for enforcing all such contracts and for assuring that the BESS meets Program requirements and applicable laws, regulations, and codes, and that the Contractor(s) are properly qualified, licensed, and insured. Notwithstanding the foregoing, the Customer acknowledges that the EDCs reserve the right to deny an Operator or Contractor to participate in this Program or provide equipment or services. The EDCs also have the right to exclude certain equipment from the Program.

#### **12. Removal of Equipment**

The Customer agrees, as a condition of participation in the Program, to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the state of Connecticut or the service territory of any affiliate of the EDCs and assumes all risk and liability associated with the reuse and disposal thereof.

#### **13. Energy and Demand Reduction Benefits**

The EDCs are entitled to 100% benefits and rights associated with the BESS. However, for the Program, the EDCs agree to waive or transfer ownership rights to eligible Customers or their designated Operator as described in the Program Manual for the ISO New England forward capacity market (FCM) annual, monthly capacity supply obligation (CSO).

#### **14. Customer and OPERATOR Must Declare and Pay All Taxes**

The benefits conferred upon the Customer or their designated Operator through participation in this Program may be taxable by the federal, state, and/or local government. The Customer is responsible for declaring and paying all such taxes assessed to the Customer. The Operator is responsible for declaring and paying all such taxes assessed to the Operator. The EDCs are not responsible for the payment of any such taxes.

#### **15. Counterpart Execution; Scanned Copy**

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents, notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

#### **16. Interconnection Service Agreement**

Participation in this program must be done in compliance with the Connecticut Public Utilities Regulatory Authority-approved Guidelines for Interconnection and the Customer's Interconnection Service Agreement, if applicable.

#### **17. Miscellaneous**

- a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- c) These Terms and Conditions shall be interpreted and enforced according to the laws of the state of Connecticut.
- d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the EDCs.

- f) The provisions of Sections 4, 5, 6, 7, 8, 9, 10, and 11 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

**18. EDC Acceptance of Application and Customer's Participation Timeframe**

The Customer's participation in the Program is contingent upon the Program Administrator's approval of the Operational Agreement for a term of ten (10) years unless the Customer notifies the Operator of its intention to withdraw from the Program or the Program Administrator terminates the Customers' participation in accordance with the above Terms and Conditions.

This program is overseen by the Public Utilities Regulatory Authority (PURA), is paid for by ratepayers, and is administered by the Green Bank, Eversource, and UI.

## Appendix E: Ownership Transfer Enrollment Form



### Ownership Transfer Form

Welcome to the Energy Storage Solutions ownership transfer customer application. This application is for a customer purchasing a home with a pre-existing battery system that was previously enrolled in Energy Storage Solutions. Since the battery information has already been collected on our enrollment platform, this shortened application only requires the new customer's information.

First Name \*

Last Name \*

Phone \*

Email \*

Address Line 1 \*

Address Line 2

City \*

State \*

Postal Code \*

Utility Company \*

- ☐ Eversource
- ☐ United Illuminating

Utility Account Number \*

- ☐ I have acknowledged the Program Manual, I understand the responsibilities and expectations of my battery and I accept the Terms and Conditions of Energy Storage Solutions. These resources can be found on the previous page at <https://www.ctgreenbank.com/energy-storage-solutions/>."

Submit

[Contact Information](#)

## Appendix F: Resiliency Template

### Resiliency Plan Process

<b>In Docket No. 21-08-05, PURA identified four (4) customer categories that are allowed to request capacity rights from the CGB, and participate in the ISO-NE Markets.</b>
<b>These customer categories are: grid edge, critical facilities, C&amp;I customers with fossil fuel generators, and small business customers (&lt;200 kW Peak Demand).</b>
<p>During the incentive application process, qualifying customers are required to inform the Program Administrators if they intend to participate in the ISO-NE Forward Capacity Markets (FCM), and accordingly retain ownership of the capacity rights. As a requirement of the application process, critical facilities, C&amp;I customers with fossil fuel generators, and small business customers (as defined in the Program Manual) must submit a resiliency plan to demonstrate how their system would be recharged when grid-charging is otherwise unavailable.</p> <p>Additionally, customers with onsite fossil-fuel generation must demonstrate their onsite generator has been decommissioned.</p> <p>The Program Administrators have developed a template as a resource for customers and contractors to evolve a resiliency plan. The resource will include:</p>
(1) Customer's contact information
(2) Contractor's information
(3) Battery Energy Storage System information, including battery and inverter make and models.
(4) Customer's criterion that makes them eligible to retain capacity rights, and for which a Resiliency Plan is being requested
(5) Description of Blue Sky Operating Procedure
(6) Description of Black Sky Operating Procedure – extreme weather conditions that may trigger the resiliency plan
(7) Description of onsite generation equipment (if applicable) and resiliency capabilities
<p>The Resiliency Plan template will be available in two forms, as a fillable .PDF file that can be downloaded from the application platform, completed, and uploaded by contractor as part of their application at a later time by the contractor, or it can be completed online during the application process. A copy of the completed Customer Resiliency Plans will be provided to the EDCs for their records.</p>



# Battery Energy Storage Solutions Program

## Resiliency Plan

Date: XX/XX/XXXX

Data fields to be captured during the incentive application process

Contact Information Customer/End-User		
1	Company Name	
2	Address, City, State, Zip Code	
3	Contact Name	
4	E-Mail	
5	Phone Number	
6	Type of Business	
7	Business Hours of Operation	
8	Customer rate class information	
Contact Information Contractor		
9	Company Name	
10	Address	
11	Contact Name	
12	E-Mail	
13	Phone Number	
Battery Energy Storage System Information		
14	Battery Manufacturer	
15	Battery Model (s) and quantity ea.	
16	Inverter Manufacturer	
17	ESS Technology	
18	Inverter Model	
19	Name Plate Inverter Rating Power (MVA)	
20	Name Plate Rating Energy Storage Capacity (MWh)	
Battery Storage Information		
21	Are you a small business as defined by the Program Manual?	
22	Are you a critical facility as defined by the Program Manual?	
23	Are you a C&I customer with onsite fossil fuel generation?	

24	Are you on the Grid Edge as defined by the Program Manual?	
<b>Blue Sky Operating Procedure</b>		
25	Will the storage system be participating in NE ISO Forward Capacity Markets?	
26	Will the storage system be participating in NE ISO Wholesale Energy Markets?	
27	Will the storage system be participating in NE ISO Ancillary Service Markets?	
28	Will the storage system be used for daily peak shaving of the site's electrical use?	
29	What percent of the storage capacity will be held in reserve at all times for resilience needs?	
<b>Black Sky Operating Procedure</b>		
30	How many hours a day of back up operation will the energy storage system enable during outage event?	
30b	What percentage of normal energy consumption (kWh) with the Energy Storage System enable during outage events?	
31	Please describe how you expect to recharge the storage asset for a multi-day event to facilitate the operation described above.	
32	For a typical 24-hour period, please provide an hourly profile for:	
32a	Expected load supported by battery during a multi-day outage event	COMPLETE BESS LOAD PROFILE- LOAD DATA
32b	Expected energy storage system dispatch during a multi-day outage event	COMPLETE BESS LOAD PROFILE- LOAD DATA
<b>Onsite Generation</b>		
33	Will this storage system replace an existing fossil-fuel generator? If No, proceed to #34	
33a	Please specify Make, Model, Size (MW), Year Installed	
33b	If onsite fuel storage is required for existing generator, please indicate size of fuel storage tank.	
34	How many hours of back up operation does the generator enable during an outage event?	
34a	What percentage of normal energy consumption (energy use) does the generator enable during an outage event?	
35	Are there any other onsite generation resources (e.g. solar PV, fuel cells, CHP or other, which are <u>not</u> replaced by the battery storage)?	

35a	If so, please specify Type, Make, Model, Size (MW_electric), Fuel Source, and Age	
35b	If onsite fuel storage is required for other generation resources, please indicate size of fuel storage tank.	
<p style="text-align: center;"><b>Limitation of Liability</b></p> <p>WITH RESPECT TO ANY LIABILITY HEREUNDER, THE ELECTRIC DISTRIBUTION COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.</p>		

## Load Data

Item #	Load Data Profiles to support customer/contractor Resiliency Plan (Customers over 500 KW Peak Should Review Hourly Interval Load Profiles)												
1	Average Daily Energy Usage last 24 months (kWh)												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Workday												
	Weekend												
2	Maximum Peak Demand last 24 Months (kW)												
	Workday												
	Weekend												
3	Expected Load Profile Requiring BESS Support												
	Hour	Expected BESS Load (kW)						Expected Discharge of BESS (kW)					
Hour Ending In	1:00												
	2:00												
	3:00												
	4:00												
	5:00												
	6:00												
	7:00												
	8:00												
	9:00												
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<b>Limitation of Liability</b>  WITH RESPECT TO ANY LIABILITY HEREUNDER, THE ELECTRIC DISTRIBUTION COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.													

## RESILIENCY PLANNING TEMPLATE

**What actions will you take to identify and connect the loads you will require to have the BESS provide adequate backup for a singular and a multi day event?**

**What is your plan to implement back up services from the BESS when an outage occurs? Describe what actions you will take to ensure your battery is discharging when needed to serve the designated loads?**

**If you are requiring coverage for multi day outages, what is your plan to manage battery availability for the designated loads?**