







Program Manual

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Section 1: Acronyms and Glossary

Term	Acronym or Abbreviation	Definition
AC-Coupled BESS		BESS has a separate inverter from Solar PV system
Available Energy Capacity	Available Capacity	Remaining energy capacity (in kWh) of BESS at a given time. See also: State of Charge
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	Battery Energy Storage System: electrical, electrochemical, mechanical and other types of energy storage technologies for systems intended to supply electrical energy. Includes battery and inverter for the purposes of this Program.
Behind the Meter Storage	BTM	BESS serving onsite load, and it may be solar-paired or standalone.
BESS Operator		Entity responsible for the coordination of the BESS participating in dispatch events within the Program
(Eligible) BESS Aggregator		Entity responsible for the coordination of BESS participating in Active dispatch events within the Program, working as an intermediary between the DERMS and the BESS Operator. Eligible BESS Aggregators will aggregate and enroll Eligible BESS into the Active Dispatch portion of the Program for qualified customers.
Commercial and Industrial	C&I	Includes market rate multifamily (5+ family) housing properties (i.e. housing not defined as "Affordable", see Multifamily Affordable Housing)
Commercial Operation Date	COD	The date the BESS was fully approved for dispatch in the program distributed energy resource management system (DERMS).
Confirmation of Funds	COF	
Connecticut Green Bank	CGB; Green Bank	
Customer Enrollment Platform		Salesforce-based portal used by Eligible Contractors and TPOs to apply for ESS incentives on behalf of customers. Managed a by Connecticut Green Bank: https://ctgreenbank.my.site.com/
Department of Economic and	DECD	
Community Development 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.		
Last mile		Final internet connection to battery Inverter system. Typically, by battery manufacturer.		
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 income, and multi-family affordable housing as per PURA Final Decision in Docket 23-08-05.		
Maximum Power Point Tracking	MPPT			
Multifamily Affordable Housing	MFAH, Affordable Multifamily Housing, AFMH	As defined in the RRES Program.		
Original Equipment Manufacturer	OEM	Manufacturer of BESS product(s).		
Override Conditions		Refer to 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	Rated Capacity; Nameplate 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.).		
State of Charge	SOC	Remaining energy capacity (in kWh) of BESS at a given time. See also: Available Energy Capacity		

Terms & Conditions and Data Release	T&C	
Third-Party Inspector		A contractor hired by the Green Bank to inspect projects in the Program.
Underserved Communities	Underserved	Distressed municipalities, according to the most recent list developed by DECD1.
Vendor Fee (also Performance Incentive Fee)		Any fee taken by a BESS Operator or Aggregator in exchange for operating a customer's BESS, either as a flat rate or a percentage of performance incentives paid.

Section 2: 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 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. The Program Administrators may submit written request to PURA to modify the Program Manual or other Program guidelines and procedures at an appropriate time.

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).² 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.

¹ A distressed municipality includes municipalities that no longer meet the threshold requirements but are still in a 5-year grace period. (See definition at CGS Sec. 32-9p(b).) These municipalities are listed in the 2023 list below. Effective October 1, 2024 any municipality with a population greater than 100,000 shall be deemed to be a distressed municipality for a period of ten years subsequent to the date of such determination.

² 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: https://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7/\$FILE/171203RE03-072821.pdf.

- 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 3, 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, financial or otherwise, for electric storage deployment in Connecticut.
- **6.** Maximize the long-term environmental benefits of electric storage by reducing emissions associated with fossil-based peaking generation.
- 7. Maximize the benefits to ratepayers derived from the wholesale capacity market.

Residential and 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, allocated between residential and commercial and industrial customer classes as shown below⁴:

Customer Class	Tranche 1	Tranche 2	Tranche 3	Tranche 4	Total
Residential	50 MW	50 MW	50 MW	0 MW ⁵	150 MW
Commercial and Industrial	50 MW	113.9 MW ⁶	126.1 MW	140 MW	430 MW
Total	100 MW	163.9 MW	176.1 MW	140 MW	580 MW

The Program consists of two key elements:

Passive Dispatch: pre-scheduled by the Operator of Eligible BESS per program rules to 1) dispatch energy during established Passive event periods and 2) be overridden by the EDCs for Active Dispatch events or BESS Operators for weather-related or emergency situations. Compensated by an upfront incentive administered by CGB. Customers enrolled in Passive Dispatch are automatically also enrolled in Active Dispatch.

³ 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 environmental justice communities is available at: https://portal.ct.gov/DEEP/Environmental-Justice/Environmental-Justice-Communities.

⁴ Visit https://energystoragect.com/ess-performance-report/ to view current Tranche and MW levels remaining.

⁵ A residential Tranche 4 may include any MWs from earlier residential Tranches that were cancelled.

⁶ The commercial MW totals for Tranches 2 and 3 have been updated to reflect the additional capacity approved by the Program Administrators beyond the amounts initially authorized by the Authority.

Active Dispatch: managed by the EDCs, which compensates participants for the average kW⁷ dispatched during events over the summer and winter seasons. Compensated by a performance-based incentive structure administered by the EDCs. Customers may opt-out of Active Dispatch events on a **per-event** basis only. Opt-out methods are to be determined by the BESS Operator (i.e. via text message, web interface, app interface, etc.).

Customer participation benefits and requirements will be determined by Customer Class as detailed below. Please refer to Section 6 in this Program Manual for detailed participation requirements for Passive and Active demand response incentive attainment.

Table 1: Program Customer Classes

Customer Description	Passive Dispatch ⁸	Active Dispatch
Residential or Commercial – Fully Enrolled	 Will receive upfront incentives Required to participate in Passive Dispatch events according to established guidelines. 	
Priority Customers ⁹¹⁰ – Residential or Commercial	 Will receive upfront incentives, including applicable adder(s) Required to participate in Passive Dispatch events according to established guidelines. 	 Will receive performance incentives As a pay-for-performance program, participation in Active events is optional
Residential or Commercial – Active Dispatch Only ¹¹	Will not receive upfront incentives Will not participate in Passive Dispatch events	

Equipment cannot be simultaneously enrolled in Energy Storage Solutions and ConnectedSolutions. Customers may enroll separate equipment in both Programs if desired (i.e. one BESS with legacy enrollment in ConnectedSolutions and, if technically feasible, a second BESS enrolled in ESS). ConnectedSolutions has ended new enrollments as of December 1st, 2023.

⁷ Average kW per season is calculated by dividing the customer's total energy deployed (kWh) by the total duration of all events per season (hours).

⁸ See Section 6.1.2 Passive Dispatch Season Performance and Claw Back for additional details.

⁹ Customers receiving incentive adder as defined in Section 6.1.1.1 to 6.1.1.4.

¹⁰ Priority Customers that applied to ESS prior to January 1, 2023 may participate in ISO-NE Forward Capacity Markets (FCM) with approval from Program Administrators. Customers with a grandfathered approval for this benefit may request to exchange their FCM rights for a one-time 25% upfront incentive adder, provided the project has not yet received utility approval to energize. Requests must be made in writing to the Program Administrators (energystorage@ctgreenbank.com) before the project has received approval to energize from the utility.

¹¹ This category includes ConnectedSolutions transfer customers. Transfer Customer BESS must meet all Program requirements to be eligible.

Table 2 below is a Program summary of the dispatch parameters for the Program:

Table 2: Energy Storage Solutions Elements¹²

Program Element	Design Item	Summer	Winter	
	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) unless overridden for Active or Emergency event.	N/A	
Passive Dispatch	Months	June, July & August	N/A	
	Event Duration	3 Hours (uniform dispatch)	N/A	
	Anticipated Dispatch Window	Between 5 PM and 8 PM	N/A	
	Reserve Capacity	20% Required Reserve	N/A	
	Flat Block Performance 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	
Active Dispatch ¹³	Months ¹⁴	June through September	November through March	
Active Dispatch	Event Duration	1 to 3 hours	1 to 3 hours	
	Potential Dispatch Window	12 PM to 9 PM (All Days)	12 PM to 9 PM (All Days)	
	Reserve Capacity	OEM Minimum recommended capacity		

Section 3: 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 an approved 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 Distributed Energy Resource Management System (DERMS). Alternatively, Customers may self-enroll via their BESS OEM, Operator, or Aggregator as described in Sec. 3.2.1 below. The time

¹² 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 reprogramed to a modified schedule.

¹³ To the extent possible, EDCs will provide Program Participants notice of Active Dispatch Events to relevant stakeholders (customer, system owner, OEM, Operator, Contractor) 24 hours ahead of an event.

¹⁴ EDCs may need to dispatch in off season months, on an as-needed basis.

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.

In the event that an Application is submitted for upfront or performance-based incentives that are outside the scope of use case examples within the Program Manual, or that were not discussed or presented within the regulatory process, then the Program Administrators have discretion to determine the appropriate incentive consistent with the public policy objectives of PURA.

3.1. Customer Enrollment Process—New Active and Passive Dispatch

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.

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 with an Eligible Contractor and/or Third Party Owner (TPO), noting the designation of associated parties responsible for administration of the project. The Customer Contract, PPA, or Lease Agreement must comply with the requirements set forth in Sec. 4.3.

C&I Customers may sign a Letter of Intent (LOI) rather than a complete contract at the Application stage.

Residential Customers must agree to and sign the Residential Customer Terms & Conditions and Data Release associated with their Eligible Equipment or BESS Operator. Example included in Appendix B¹⁵.

C&I Customers must agree to and sign the Commercial and Industrial Customer Terms and Conditions and Data Release included in Appendix G¹⁶.

2. Submit Interconnection Application

For all Program applications, the Contractor or TPO must submit a completed Interconnection Application to the applicable EDC in order to receive a Reservation of Funds letter. Projects should be interconnected with exporting capabilities where not cost-prohibitive to the customer. Commercial and industrial customers with base load¹⁷ higher than the BESS maximum dispatch capability may also be exempted from exporting requirements.

3. Complete Customer Enrollment Application

Customers seeking participation in Energy Storage Solutions must be first deemed eligible. The Contractor or TPO must register their respective Customers using an approved

¹⁷ 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.

¹⁵ Visit energystorageCT.com/contractor-resources for more information.

¹⁶ Ibid.

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 where BESS is to be installed
- **c.** Designation of incentive recipient (default is system owner) and point of contact responsible for Application accuracy
- d. 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 a ROF.
- **e.** System description (make, model, and quantity of battery and inverter)
- f. Signed Program Terms & Conditions and Data Release

4. 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 move the incentive application to an "inactive" status. Applicants may reapply at any time subject to Program availability.

5. Program Administrator Approves Project Application and Upfront Incentive

All C&I Projects with an estimated upfront incentive below \$500,000 require a Project Approval Form (PAF) that must be approved by all Green Bank Senior Staff. All projects with an estimated upfront incentive greater than or equal to \$500,000 will require approval from the Connecticut Green Bank Board of Directors (BOD). Upon all Application requirements being satisfied, including applicable PAF or BOD approvals, Green Bank staff will electronically send a Reservation of Funds (ROF) letter describing the estimated upfront incentive (where applicable), the milestone approval process and dates, and the expiration date of the fund reservation.

All residential projects shall have up to 24 months to reach operation upon issuance of Reservation of Funds. Program Administrators may approve extension requests beyond 24 months if the extension criteria below are met.

For commercial projects, Program Administrators may approve extension requests beyond 24 months (if no System Impact Study) or 36 months (if the first extension request was granted) if the extension criteria below are met.

Extension Criteria

Program Administrators may approve additional extension requests depending on the project's demonstrated need for an extension. Program Administrators may grant a second extension request if at least one of the following five criteria are met: (1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline.

It should be noted that extension requests will prolong the project completion deadline proportional to the delay experienced and/or the amount of time demonstrated that is needed to complete the project.

Extension requests should be submitted via email to energystorage@ctgreenbank.com with the subject line "Extension Request: ESS-#####" and will be reviewed on a per-project basis by Program Administrators.

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 19. Upon construction completion and within the allowable timeframe if the extensions are granted, the Contractor or TPO will notify the Program Administrators of the 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. Inspection

Battery inspections are optional and inspections will be conducted only upon customer request. Customers interested in having their batteries inspected must indicate their

¹⁸ Where "ESS-######" refers to the project's unique project ID as shown in the Enrollment Platform.

¹⁹ Customers requesting an Upfront Incentive may not install systems prior to Reservation of Funds (ROF).

preference by opting in during the incentive application process, and the inspection will take place after the project is built and submitted for completion.

8. Battery Enrollment

As part of the Construction Phase, the Eligible Contractor or other party responsible for installation of the BESS will enroll the BESS in the relevant DERMS platform. The method by which this is performed will vary depending on the BESS OEM or Operator. Once successfully enrolled, the Program Administrators will be able to confirm that the BESS is operational through the DERMS portal.

9. Approval and Payment of Upfront Incentive

Upon confirmation that the system is energized and operational, has passed all applicable inspections (if opted-in), has received final approval from the EDC, and is reporting in the appropriate DERMS platform, a Confirmation of Funds letter will be issued by the Program Administrators confirming the final approved Upfront Incentive amount. The Upfront Incentive will be approved for payment as described in Section 6. The project will be considered "Complete" and operational at this point to begin its 10-year enrollment period.

3.2. Customer Enrollment Process - New Active Dispatch Only

Customers who wish to enroll in Active Dispatch only (and forego the Upfront Incentive) may do so through multiple channels. Enrollment in Active-Only dispatch should be done after the system is installed, operational, has received utility approval to energize, and is connected to the relevant DERMS platform.

3.2.1 BESS Operator, BESS Aggregator, or OEM-Led Enrollment

Customers who wish to self-enroll in Active Dispatch only via the web or app interfaces provided by their BESS Operator, BESS Aggregator, or OEM (In-App Enrollment) may do so, following the instructions provided in the interface. The Program Administrators reserve the right to grant or revoke the ability for BESS Operators, Aggregators, and OEMs to enroll customers via this channel.

1. Execute Customer Terms & Conditions and Data Release

Residential Customers must agree to and sign the Residential Customer Terms & Conditions and Data Release associated with their Eligible Equipment or BESS Operator or Aggregator. Example included in Appendix B.

C&I Customers must agree to and sign the Commercial and Industrial Customer Terms and Conditions and Data Release included in Appendix G.

This may be done directly within the In-App Enrollment process.

2. Complete Customer Enrollment Application

Customers will follow a process for In-App Enrollment managed by the BESS Operator, Aggregator, or OEM and approved by the Program Administrators.

To be considered complete, each Application will include, but may not be limited to, the following information:

- **a.** Customer contact and site information
- **b.** Service address where BESS is to be installed
- **c.** System description (make, model, and quantity of battery and inverter)
- d. Signed Program Terms & Conditions and Data Release

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, Customer will be notified via email of any deficiencies. The Customer 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 move the incentive application to an "inactive" status. Customers may reapply at any time subject to Program availability.

4. Battery Enrollment

The Program Administrators will confirm that the BESS is operational through the DERMS portal. The Program Administrators may utilize interconnection application information provided by the EDCs to create accounts for applicant customers in the Customer Enrollment Platform.

5. Approval and Enrollment

Upon confirmation that the system is energized and operational, has passed all applicable inspections (if opted-in), has received final approval from the EDC, and is reporting in the appropriate DERMS platform, a Welcome Letter will be issued by the Program Administrators confirming the customer's enrollment in Active Dispatch. The project will be considered "Complete" and operational at this point to begin its 10-year enrollment period.

3.2.2 Customer Enrollment Platform Enrollment

Customers who wish to enroll in Active Dispatch only via the Customer Enrollment Platform must do so via an Eligible Contractor, Eligible TPO, or Eligible BESS Aggregator with access to the Customer Enrollment Platform. The Contractor will follow the following process:

1. Execute Customer Terms & Conditions and Data Release

Residential Customers must agree to and sign the Residential Customer Terms & Conditions and Data Release associated with their Eligible Equipment or BESS Operator. Example included in Appendix B.

C&I Customers must agree to and sign the Commercial and Industrial Customer Terms and Conditions and Data Release included in Appendix G.

2. Complete Customer Enrollment Application

Customers seeking participation in Energy Storage Solutions must be first deemed eligible. The Contractor or TPO must register their respective Customers using the Customer 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 where BESS is to be installed
- **c.** Designation of incentive recipient (default is system owner) and point of contact responsible for Application accuracy
- d. Signed Program Terms & Conditions and Data Release

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 move the incentive application to an "inactive" status. Applicants may reapply at any time subject to Program availability.

4. Battery Enrollment

The Program Administrators will confirm that the BESS is operational through the DERMS portal. The Program Administrators may utilize interconnection application information provided by the EDCs to create accounts for applicant customers.

5. Approval and Enrollment

Upon confirmation that the system is energized and operational, has passed all applicable inspections (if opted-in), has received final approval from the EDC, and is reporting in the appropriate DERMS platform, a Welcome Letter will be issued by the Program Administrators confirming the customer's enrollment in Active Dispatch. The project will be considered "Complete" and operational at this point to begin its 10-year enrollment period.

3.3. Customer Enrollment Process - Transfer from ConnectedSolutions

The following steps outline the expected process flow for how Transfer Customers 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.

Note: Transfer Customers are included in the Residential and Commercial – Active Dispatch Only Customer Class shown in Table 1.

Transfer Battery Enrollment Steps and Milestones

1. Application Approval and Acceptance

The system owner or BESS Operator or OEM may request transfer by contacting the Program Administrators directly. All relevant data will be inputted into or transferred within the DERMS platform and the project will be registered. All customers seeking participation in Energy Storage Solutions must submit a signed Program Terms & Conditions and Data Release.

2. Program Administrators Review Project for Eligibility

The Program Administrators will verify the signed Program Terms & Conditions and Data Release and verify that the customer's BESS is listed as Eligible Equipment in Energy Storage Solutions and meets all other eligibility requirements for Active Dispatch in Energy Storage Solutions.

3. Transfer and Enrollment

Upon verification of eligibility, the Program Administrators will work with the EDCs and the appropriate DERMS provider to transfer the customer's enrollment into Energy Storage Solutions. The customer will receive a Welcome Letter via email confirming the transfer.

3.4. Enrollment Deadlines and Milestones

Customers may enroll at any time for a period of ten (10) full years. See Section 6.1 for more information.

3.5. Project Verification

3.5.1. Project Inspections

To qualify for an upfront 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 <u>Third-Party Inspection Checklist</u> is posted at the Energy Storage Solutions website for reference when a customer elects to have their project inspected.

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 if Host Customer opted into a Third-Party Inspection.

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 may decide to inspect a completed system based on the installer history, the Self Inspection Checklist, the customer availability, and if the Host Customer opted into an inspection. 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, or Contractors and TPOs in good standing. Customers may still 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.

3.6. 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

3.6.1. 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 unless the incentive level has increased and 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.

3.6.2. 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

3.6.3. 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, certificates, change orders, signatures, audit trails and document revisions.

3.7. Unsubscribing from Energy Storage Solutions

Customers who enroll in Energy Storage Solutions will remain enrolled for 10 years from the date of Commercial Operation or 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 unenroll 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.

3.8. 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 (subject to Program availability) and will be eligible to receive performance incentives at the rate at the time of re-enrollment.

3.9. 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 (See Appendix E) 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.

3.10. 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.

Section 4: Eligibility

4.1. 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.²⁰ 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.

²⁰ 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.

Systems energized or installed prior to January 1, 2022 are not eligible for the Upfront Incentive but may apply to participate in Energy Storage Solutions as an Active Dispatch Only or Transfer Customer per Section 3. Such customers will only be eligible for Performance Incentives.

Systems energized after January 1, 2022 but prior to the project's contractor or equipment becoming approved (up to a maximum of one year) can be approved for an Upfront Incentive, provided their application is approved pursuant to Section 4. Such customers can be eligible for both Upfront and Performance Incentives at the rates in effect at the time of Reservation of Funds.

Additional capacity added to existing BESS may be eligible for Energy Storage Solutions, subject to the discretion of the EDCs and an analysis of the proposed system to include age and functionality verification of the existing BESS components. Total Upfront Incentives provided for BESS(s) enrolled in Passive Dispatch at a single residential unit shall not exceed \$16,000. There is no system size limit for Active Dispatch participation.

4.1.1. 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.

4.1.2. Energy Efficiency Audits

For residential customers at the time of Completion, the Customer must have either completed a Home Energy Solutions (HES), Home Energy Solutions Income-Eligible (HES-IE), or an equivalent energy assessment²¹ 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 are not required to have HES or HES-IE assessments. Exemptions to the HES audit requirement are permitted in only the following instances:

²¹ 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 Administrators must approve "HES equivalent" energy audit types.

- BESS is co-located with solar and is participating in the Residential Renewable Energy Solutions (RRES) Program or the solar portion participated in the Residential Solar Investment Program (RSIP).
- 2. Homes built on or after January 1, 1980 are not required to have an energy assessment in order to apply for the Program. If the applicant would like to waive the energy assessment requirement due to the home being built in 1980 or more recently, the applicant needs to provide a property assessor's card verifying the built date with the application submission. Partial new construction or renovations will not be considered for waiving the energy assessment requirement.
- Gut Rehabilitation: if the home has been or will be completely stripped to its frame and rebuilt, then at minimum, Contractor or Homeowner may follow exception listed above, if applicable.
- **4.** 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.
- 5. If a home built before January 1, 1980 was not able to move forward with a HES or HES-IE assessment due to the existence of a Health and Safety Concern described above, or if the home is not eligible for efficiency measures to be installed due to the age of the home per HES technician documentation, the Program Administrators will accept proof of completion of a Department of Energy Home Energy Score (DOE HE Score) performed at the residence. In addition, the Program Administrators will also accept proof that a Weatherization Assistance Program (WAP) assessment was performed at the residence within 15 years of the Application.

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.

4.2. Storage System Eligibility

Effective January 1, 2024, the EDCs have expanded the list of eligible electric storage technologies (see Appendix A) beyond electrochemical battery energy storage systems. Other electric storage technologies eligible for the ESS Program include but are not limited to: mechanical storage; thermal storage; and pumped hydropower. Electric vehicles are not allowed in the ESS Program at this time. All technologies must use the same incentive calculation methodology with incentive rates based on kW and kWh measurements. The EDCs have detailed their technical and Program requirements below.

4.2.1. Technical Requirements

The Program Administrators have developed the following technical requirements for eligible electric storage technologies with which all BESS OEMs, Operators, and Aggregators must comply in order to participate in the Program.

• 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. Customers enrolling in Active Dispatch-only are not required to demonstrate a minimum remaining warranty in order to enroll.

- Customers with already-installed BESS that qualify under Section 4.1 for Passive Dispatch must have at least 7 years remaining on their BESS warranty at the time of Application.
- 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.
- All Passive Dispatch participants should aim to discharge 80% of their nameplate capacity
 during passive dispatch whenever possible, to maximize the Program's peak reduction
 benefits. Thus, equipment that cannot achieve this standard (i.e.: inverter rating is too low
 for such dispatch to be possible) may not be accepted and enrolled in Passive Dispatch.
- 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 (BTM)²². Portable devices and electric vehicles are not accepted.
- Adhere to all applicable structural, building, and local codes, laws and regulations.
- BESS design approved by the EDC as part of the interconnection process. BESS must be capable of exporting power to the distribution grid unless granted exception from the Program Administrators.
- BESS must be capable of islanding from the grid during outage events²³
- The OEM (or BESS Aggregator or Operator) should offer service with capacities that include:
 - Customer enrollment into an approved DERMS platform
 - Record of customer name, site address, utility account number, battery OEM, device universal unique identifier (UUID), and BESS kW and kWh capacities
 - Charge and dispatch control of individual systems
 - Ability to send dispatch commands and receive inverter and critical operating data in real time (max of 15-minute intervals). Performance data upload to the DERMS must take place with no more than 1-month latency.
 - Any applicable Vendor Fees will be publicly available in the Eligible Equipment List referenced in Appendix A.

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:

²² Program Administrators will consider front-of-the-meter (FTM) systems for qualified MFAH projects on a case-by-case basis only where 1) a BTM configuration is prohibitively expensive or unnecessary, 2) the site cannot benefit from demand management, and 3) the system can still provide resilience benefits to the customer.

²³ The BESS must be able to provide back-up power to the customer within a reasonable time in the event of an outage.

- 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, UL 9540 Energy Storage Systems and Equipment, UL 9540a 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' adherence 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) interface. All communications equipment/software within the BESS, which are necessary for integration of the existing SCADA network are also driven by these standards and the preference of the EDC.

4.2.2. Technology Updates

During annual or Program review periods, the Program Administrators will provide an updated list of eligible electric storage technologies to the Authority. The list will include all relevant Program documentation on Green Bank, 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 New Technology Application Form. The Program Administrators will evaluate all applications and the technology will be accepted or rejected at the Program Administrators' discretion based on its conformance to the technical and Program requirements defined above (See Appendix C). The battery technology will not receive final approval and Eligible Equipment listing until the equipment is fully integrated with the respective DERMS vendor and is capable of meeting all program dispatch and telemetry requirements. Integration is completed at the applicant's expense (OEM, BESS Operator, etc.).

4.3. Eligible Contractor, Third-Party Owner, and BESS Aggregator Requirements

Eligible Contractors will design, sell, install, and/or service BESSs to customers in Eversource and UI territories. Eligible Third-Party Owners will own and operate BESSs to customers in Eversource and UI territories. To qualify, 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.

Eligible BESS Aggregators are responsible for the coordination of BESS within the Program, working as an intermediary between the DERMS and the BESS Operator. Eligible BESS

Aggregators will aggregate and enroll Eligible BESS into the Active Dispatch portion of the Program for qualified customers.

4.3.1. 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 via Program website.
- 2. Company Summary Provide a summary of the Applicant company's experience and training with electric storage systems, related technologies, and any CGB and EDC programs; to be utilized as the applicant company's profile.
- 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 for their market, 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.** Length of time the applicant has been a customer of the bank
 - c. 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 3 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 3: 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 <u>may be required</u> 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. Subcontractor Information indicate whether the applicant company will use subcontractors to sell or install BESS under Energy Storage Solutions. Eligible Contractors will be held accountable for any and all work performed by their subcontractors. See Section 4.3.5 for further detail.
- 6. Residential BESS Sales Contract (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. These requirements apply only to agreements where the customer will own the BESS; not for PPA or lease agreements.

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. In order to receive to Reservation of Funds, Program Administrators require all sales agreements to include, at minimum:

- a. Description of BESS components and specifications (e.g., make and model)
- **b.** Nameplate power (kW) and energy (kWh) output
- c. Reference to ten (10) year (or greater) Workmanship Warranty
- d. Total BESS system cost²⁴
- **e.** Estimated upfront incentive amount or reference to Energy Storage Solutions Upfront Incentive
- f. Estimated net customer cost

Note that additional items should be included in sales agreements to comply with applicable State and local laws, including, but not limited to:

- **a.** Company license or registration (E-1 and/or HIC)
- **b.** Home Improvement Salesperson (HIS) registration number (where applicable)

²⁴ When executing a contract for other measures in addition to energy storage (such as solar PV), contractors shall itemize these costs in the contract whenever feasible. When submitting a Customer Enrollment application to request an upfront incentive, contractors must report energy storage costs separately from other measures.

- **c.** Notice of cancellation (stated within contract and attached in duplicate)
- d. Payment schedule
- e. Start and completion dates

The Program Administrators only review sales agreements for information relevant to the applicable incentive(s). The Program Administrators <u>do not</u> review sales agreements for compliance with applicable laws or standards and approval of such documents as part of the Reservation of Funds process does not imply that agreements are within State laws and standards. Contractors will work with the Department of Consumer Protection and/or appropriate legal counsel to ensure compliance as needed.

7. Commercial and Industrial BESS Sales Contract (Optional) – Provide a sample copy of your standard contract or sales agreement template as provided to a C&I customer for the sale of a BESS. These requirements apply only to agreements where the customer will own the BESS; not for PPA or lease agreements.

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 reference, at minimum:

- **a.** Description of BESS components and specifications (e.g., make and model), and components
- **b.** Nameplate power (kW) and energy (kWh) output
- **a.** Reference to ten (10) year (or greater) Workmanship Warranty
- **c.** Total BESS system cost, estimated upfront incentive amount, and estimated net customer cost
- 8. Workmanship Warranty (Passive Dispatch Only) Provide a copy of Eligible Contractor's workmanship warranty. Customers participating in Energy Storage Solutions Passive Dispatch must receive 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. The workmanship warranty is separate and in addition to the manufacturer's equipment warranty.
- 9. 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 subcontractors must carry worker's compensation, and auto insurance. Certificates of Insurance (COI) must list ""Connecticut Green Bank, 75 Charter Oak Ave, Suite 1 103, Hartford, CT 06106" as the "Certificate Holder" (not additionally insured).

4.3.2. Required Documentation for Eligible TPOs

This section is only applicable to entities 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.

All TPOs must provide the following documentation:

- 1. Complete Application submitted electronically or online at Program website.
- 2. Company Summary Provide a summary of the Applicant company's experience and training with electric storage systems, related technologies, and any CGB and EDC programs; to be utilized as the applicant company's profile.
- 3. Two (2) Years of Audited Financials 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 the most recent two years of audited company financials. At their sole discretion, Program Administrators may request additional supporting information to complete an in-depth financial review. 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. If applicant company is applying only as a TPO, 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 name and contact
 - **b.** Primary responsibilities of each party
 - 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 reserve 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.

- 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 (optional) 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 subcontractors must carry worker's compensation, and auto insurance.

Eligible BESS Aggregators will assist with enrollment of Eligible BESS into the Active Dispatch portion of the Program for qualified customers.

4.3.3. Required Documentation for Eligible BESS Aggregators

This section is only applicable to BESS Aggregators intending to aggregate and enroll Eligible Equipment into Active Dispatch for qualified customers.

Since storage aggregators typically do not sell energy storage systems directly and the Program's upfront incentive is associated with passive dispatch enrollment at the point of sale, aggregators will only be eligible to enroll customers in the Active Dispatch portion of the Program, provided all other programmatic requirements are met.

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

- 1. New Technology Application submitted electronically via Program website. BESS Aggregators work directly with Eligible Equipment and maintain a data connection with the applicable DERMS. BESS Aggregators do not need to submit an Eligible Contractor or Third-Party Owner application, as an Eligible Contractor or TPO is not required for Active Dispatch-only enrollment.
- 2. Company Summary Provide a summary of the Applicant company's experience and training with electric storage systems, related technologies, and any CGB and EDC programs; to be utilized as the applicant company's profile.
- 3. Description of Enrollment Process Provide a summary of the enrollment process used or intended to be used for enrolling prospective customers into the Active Dispatch portion of the Program. Include information about any existing data integration(s) with the applicable DERMS.
- **4.** Customer Terms Provide copies of all relevant documentation that prospective customers will review and agree to as part of their enrollment.
- **5. Other Information** as requested by the Program Administrators

4.3.4. Eligible Contractor, TPO, and BESS Aggregator Application Process

The Application process is as follows:

- Prospective Contractor, TPO, or Aggregator will submit a <u>complete</u> 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 Administrators' 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 and note any users to receive login credentials for the Enrollment Platform. If denied, Applicant may reapply (correcting for deficiencies noted in Denial Letter).
- **5.** Contractor, TPO, or Aggregator must attend a training with a Program representative. This training must occur no more than one month before or after approval. Trainings will be scheduled on a regular basis and posted at https://www.ctgreenbank.com/news-events/events-calendar/ and are available ad-hoc as needed.
- 6. Once approved and trained, Contractor, TPO, or Aggregator may begin submitting incentive reservation requests pursuant to their status (Eligible or Provisional), (Residential and/or C&I) sales type (PPA, Lease, Purchase), and enrollment type (Active dispatch or Passive + Active dispatch).

7. In order to maintain eligibility in Energy Storage Solutions, Contractors and TPOs must either 1) submit and be approved for at least one project per calendar year, or 2) attend at least one Program training per calendar year. Contractors and TPOs who are not compliant with this requirement will be notified and subsequently removed from public Eligible Contractor and TPO lists.

4.3.5. Eligible Contractor, TPO, and BESS Aggregator Responsibilities and Conduct

Eligible Contractors, Third-Party Owners, and BESS Aggregators' 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 <u>current</u> Program processes for submission of incentive applications, inspection reports and project completion documents, as outlined in training materials provided by the Program Administrators.
- **6.** Configure and maintain access to an Approved DERMS for each project receiving a Program incentive.
- **7.** Understand the public policy objectives of Connecticut Public Act No. 21-53 and Docket No. 17-12-03RE03

In addition to the above Responsibilities, Eligible Contractors and Third-Party Owners, additional Primary Responsibilities are as follows:

- **8.** Obtain all appropriate local and state permits and approvals to facilitate the installation of the BESS.
- **9.** Maintain all required insurance, licenses, registrations, and certifications as required by Energy Storage Solutions and by applicable local and state law.
- 10. 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.
- 11. Coordinate installation of grid-tied BESS through direct employees or subcontractors.
- **12.** Complete interconnection applications for UI and Eversource customers and obtain interconnection approval before commissioning.
- 13. Collaborate with the Program Administrator's third-party inspectors, as needed.

- **14.** Complete system installation (if applicable) and pass all required inspections (if opted-in) within a reasonable timeframe.
- **15.** Honor a required minimum ten (10) year workmanship warranty.
- **16.** Respond to BESS outages and other BESS performance and monitoring issues within a reasonable timeframe and in accordance with warranty and contract terms.
- **17.** Configure and maintain access to an Approved Performance Data Provider for each project receiving a Program incentive.
- **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.

4.3.6. Eligible Contractor, TPO, and BESS Aggregator Non-Performance, Misconduct, Improper and Illegal Behavior

The Program Administrators can, at their sole discretion, impose a probation, suspension, or termination of a Contractor, TPO, or Aggregator'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/or 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
- 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 unenrollment 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. Certificate of insurance
 - c. Certifications and licensing applicable to Program Manual
 - d. 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, TPO, or Aggregator, 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, TPO, or Aggregator 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, TPO, or Aggregator from the Program for any violation or alleged violation of Program rules at the Program Administrators' sole discretion. Suspended Contractors, TPOs, or Aggregators may reapply to Energy Storage Solutions after their suspension period has ended. Suspended Contractors, TPOs, or Aggregators will submit a new Application, explain how prior violations were remedied if applicable, and include a plan for preventing future issues.

4.3.7. 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, TPO, or Aggregator with written description of alleged Program violation(s) and request a written response to the allegations.
- 2. Immediately suspend Contractor, TPO, or Aggregator from Energy Storage Solutions and request a written response to the allegations. 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, TPO, or Aggregator 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, TPO, or Aggregator disagrees with the decision made by the Program Administrators, the Contractor, TPO, or Aggregator 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, TPO, or Aggregator 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, TPO, or Aggregator 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.

4.3.8. 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.

4.3.9. List of Eligible Contractors, TPOs, and BESS Aggregators

The Program Administrators will maintain a <u>list of Eligible Contractors and TPOs</u>. This list will be available on the Program website. Eligible BESS Aggregators will be listed alongside <u>Eligible</u> Equipment.

Section 5: 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 their respective EDCs' customer care centers to report the emergency²⁵.

Eligible BESS in Energy Storage Solutions must be connected to and controlled by the relevant residential or C&I DERMS. The 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 Program requirements of at least15-minute interval data at a minimum of 1-month latency. In addition, the DERMS platform should receive this telemetry from every discrete BESS and not at a fleet level. Additional details are provided below in Section 5.1.
- 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. Event packages may include start/stop, charge/discharge, and level of charge/discharge. The BESS Operator or Aggregator 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 or cancel 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 DERMS platform. However, other layered communications constructs are acceptable if the system meets the above minimum operational control requirements. This flexibility would allow a BESS Operator or Aggregator 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 respective DERMS. Notification will be provided to the customer's BESS Operator or Aggregator via an approved API or OpenADR Protocol.

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.

²⁵ Eversource Emergency Contact: (800) 286-2000; UI Emergency Contact: (800) 722-5584

²⁶ In most cases, the EDCs will schedule a dispatch in advance with a day-ahead notification; however, the EDCs also plan to conduct real-time dispatches.

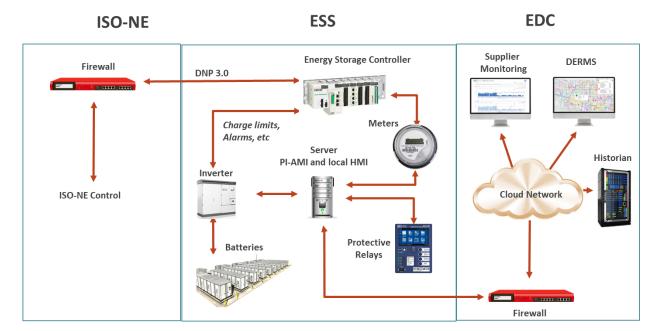


Figure 1 BESS Network and Supervisory Controls and Data Acquisition Diagram

5.1. Operations

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.

5.1.1. General Operating Standards

The BESS 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.

BESS Operator or Aggregator's telemetry must ensure data can be provided to the DERMS at intervals not to exceed 15 minutes with a maximum latency of one month.

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 Customer, owner, or BESS Operator'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.

5.1.2. 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.

Passive Dispatch²⁷

- **Notification:** For BESS systems receiving upfront incentives, the DERMS will provide advance notification to the BESS 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 5 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 3-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 BESS Operator via the DERMS at least 24 hours in advance of the start of the Active Dispatch event
 - 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:** BESS 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 BESS 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 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:

²⁷ Applies only when the Customer is requesting an Upfront Incentive.

- Orid 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 cancelled.
- o Forecasted Severe Weather Conditions. Known severe weather events that are anticipated to trigger the EDC's Emergency Restoration Plan (ERP) 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 will initiate cancellation notification to BESS Operators of all planned dispatch events (Passive and Active) 48 hours in advance whenever possible. Notification will also be provided to customers whose scheduled events are being cancelled due to severe weather conditions. The cancellation will continue until restoration of incurred outages has been completed or the weather event has ended.

5.2. 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 4.2.1 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.

Section 6: 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 Section 4 on customer and technology eligibility. 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, such as Active-Only Dispatch. 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 3.3.

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, as applicable, 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 (Appendix C) to obtain eligibility from the EDCs to engage in the integration process with the DERMS vendors. Costs associated with the integration effort will be borne by the BESS Operator or OEM.

The Program will allow for BESS 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)-coupled and direct current (DC)-coupled battery systems are eligible for Energy Storage Solutions.

Passive Dispatch and Upfront Incentives

CGB, in consultation with the EDCs, is responsible for developing the guidelines governing Passive Dispatch.28 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.²⁹ This requires setting the BESS to automatically store and dispatch energy through the BESS to reduce demand during summer peak periods (see Table 2). Typically, Passive Dispatch participants will not need to take any action for their BESS to respond to a Passive discharge event, as the BESS shall be pre-programmed to participate in Passive events according to the Program schedule. The residential BESS participating in Energy Storage Solutions will be required to have capability to export to the grid in order to maximize benefits to the grid.³⁰ The conditions that allow for exemption will be detailed in separate Program materials as the factors affecting those conditions evolve.

²⁸ 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." ²⁹ If such customers seek to receive the upfront incentive and/or the upfront incentive adder.

³⁰ Unless exception is granted, as detailed in Sec. 4 (Customer Enrollment Process)

As part of the Application process, the Program Administrators will require all Passive Dispatch Participants to sign the Data Release and Terms & Conditions Agreement (see Appendix B) asserting compliance with the Passive Dispatch guidelines. Customers may deviate from Passive Dispatch parameters (without penalty) only under the following circumstances:

- During emergency events as determined by the relevant EDC.
- During Active Dispatch events as determined by the relevant EDC.
- During severe weather events as determined by the relevant EDC or by the BESS Operator,
 Aggregator, or OEM where there is a high likelihood of a grid outage

Approved BESS Operators, Aggregators, or OEMs participating in passive dispatch must report all passive dispatch event hours during which their batteries were unable to perform due to an OEM-triggered severe storm event occurring within an uncanceled passive dispatch period. Such reports shall be submitted to the Program Administrators after the end of the Program's passive dispatch season by October 15 of each year. As supporting evidence, Approved BESS Operators, Aggregators or OEMs must provide clear rationale and relevant data (e.g., National Weather Service alerts for the specific dates when the battery did not perform) to justify the cancellation of the passive dispatch hour.

During Passive Dispatch events, Passive Dispatch Participants are required to discharge down to 20% of the BESS rated capacity. The Passive Dispatch window is 3 hours in duration.

For example: a fully-charged BESS with 15 kWh rated energy capacity will have a maximum of 12 kWh available for Passive Dispatch and 3 kWh for reserve. During Passive Dispatch, the BESS will discharge at an average rate of 4 kWh per hour for the 3-hour duration. This is illustrated in the chart below:

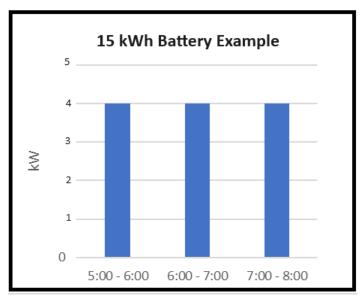


Figure 2: 15 kWh Battery Passive Dispatch

6.1.1. Customer Classifications

Residential Customers (including Priority customers) are eligible for upfront incentives, administered by CGB, as defined in Table 4. The residential upfront incentive structure follows a

declining block structure with decreasing \$/kWh incentive offerings as Program participation meets stepped capacity milestones.

Multifamily Affordable Housing (MFAH) Customers that meet all qualifications are eligible for the Low-Income Residential incentive rate (See MFAH definition in Sec. 1 Glossary), which may also access the Grid-Edge adder, if applicable (See Table 6). The owner of a BESS at a MFAH housing site must ensure that the project's resiliency benefits are equitably shared with tenants. To enforce tenant resiliency sharing, applications for MFAH projects must demonstrate that tenants will receive a fair and equitable portion of the energy stored by the BESS during a power outage³¹. Given the diversity of multifamily housing types across the state, the specific level of resiliency sharing will be determined at the discretion of the Program Administrators. Exceptions to resiliency benefit sharing may be granted in rare cases by the Program Administrators if compelling, data-driven evidence shows that a MFAH project would become financially unviable due to a direct tenant resiliency sharing requirement.

Table 4: CGB Residential Customer Upfront Incentive (2025-2026)

Incentive Step	Estimated No. of Participants	Capacity Block (MW)	Standard (\$/kWh)*	Underserved (\$/kWh)*	Low- Income (\$/kWh)*	Estimated Average Upfront Incentive per System
1	2,000	10.0	\$250	\$450	\$600	\$4,657
2	3,000	15.0	\$212.5	\$450	\$600	\$4,353
3	5,000	25.0	\$162.5	\$450	\$600	\$3,948
Total	10,000	50.0				

^{*}Upfront incentives are defined based on rated energy capacity (kWh)

‡Incentive rates were increased for program year 2024. Contractors with an existing reservation of funds are not permitted to cancel projects for the purpose of reapplying to receive higher incentive rates.

Commercial Customers (including Priority customers) are eligible for upfront incentives, administered by CGB as defined in Table 5. The designation between small, medium, and large is based on the customer's annual peak demand. Customers installing an oversized battery system with a power rating greater than their annual peak demand will receive a prorated upfront incentive according to the Tiers described in Table 5. An incentive calculator is available at www.energystoragect.com/contractor-resources.

Assigning the applicable Small, Medium, and Large Upfront Incentive will be determined based on a customer's "annual peak demand", defined as the highest peak demand billed for the twelve (12) months prior to application, as determined by the customer's utility for billing purposes. In the event

[†] Projects that qualify as Multifamily Affordable Housing (MFAH) are eligible for the Low-Income incentive rate (See MFAH definition in Sec. 1)

³¹ This may be demonstrated through system design narrative in contract and/or in site plan and electrical drawings.

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 5: CGB C&I Customer Upfront Incentive Structure (Tranche 3)

	Upfront Incentive (\$/kWh)*				
Capacity Block (MW)	Small Commercial Tier	Medium Commercial Tier	Large Commercial Tier		
0-50 MW	\$182.00	\$159.25	\$91.00		
50-75 MW	\$164.00	\$143.50	\$82.00		
75-126.1 MW	\$146.00	\$127.75	\$73.00		

Small Commercial is a C&I customer with annual peak demand <200 kW

Medium Commercial is a C&I customer with annual peak demand 200 kW - 500 kW

Large Commercial is a C&I customer with annual peak demand >500 kW

*Upfront incentives are defined based on rated energy capacity (kWh).

6.1.2. Passive Dispatch Season Performance and Claw Back

Passive Dispatch Participants will be required to participate in Passive Dispatch events for ten (10) full years beginning on the date their system is connected to its respective DERMS. Customers who enroll midway through a Passive Dispatch season will not be penalized for partial participation. Rather, they will participate in the remainder of the season for Year 1, and in the beginning of the season for Year 11, totaling 10 full seasons of participation. 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 system owner will be required to return a prorated portion of the un-earned incentive.

The claw back evaluation process will commence at the end of each summer season. The evaluation will determine whether a participating BESS responded to greater than 90% of the Passive Dispatch hours at the enrolled level.³²

The following formula will be used to determine each Customer's **Passive Dispatch Season Performance**:

³² Passive Dispatch Participants are expected to uniformly dispatch 80% of available energy over the 3-hour Passive Dispatch window.

Passive Dispatch Season Performance

Purpose	Formula Component
To ensure customers still receive credit for dispatching less than the required amount and to relax the Program's uniform dispatch requirements, values may be less than 1 but no greater than 2. These values will then be summed across all passive dispatch event hours. An optimal score would be 1 for each hour 33.	Σ (the energy discharged during a passive dispatch called event hour) / ((1/3) * (system's available capacity at the start of the respective passive dispatch event – 20% of nameplate capacity)) [The allowable range for each passive dispatch hour's score is 0 to 2 and scores that calculate as greater than 2 will be capped at 2.]
To fully incentivize peak reduction through active dispatch participation ³⁴ .	(all active dispatch event hours called to replace a cancelled passive dispatch event in which a BESS discharged at least some portion of its available energy)
To ensure customers are not penalized for passive events canceled by the Program Administrators.	(all passive dispatch hours cancelled by the Program Administrators that were not replaced by an active dispatch event) +
To prevent penalties for OEM-triggered storm events that are beyond the customer's control, allowing system usage during power outages.	(all passive dispatch event hours called, and all active dispatch event hours called to replace a passive dispatch event, in which a battery could not perform because it was responding to an OEM-triggered severe storm event, provided the dispatch hour was not also cancelled by the Program Administrators)
	1
To include all possible passive dispatch hours, if no events were canceled.	(total possible passive dispatch hours in a given season)

_

³³ The total score for this component is the sum of all individual scores from all passive event hours unaffected by other formula components. Energy storage systems enrolled in passive dispatch should discharge 1/3 of their available energy during each passive dispatch event hour. For example, the system should discharge approximately 26.67% of its energy per hour (80%/3), assuming the system is fully charged at the start of the passive event and accounting for the Program's 20% reserve requirement, in order to earn full credit (three points) for the event. However, if the same system only discharges 13.34% of its nameplate capacity during the first passive dispatch hour, it would receive a score of 0.5 for that hour instead of a score of one.
³⁴ As long as a system contributes any amount of energy back to the grid during each active dispatch event hour that replaces a

³⁴ As long as a system contributes any amount of energy back to the grid during each active dispatch event hour that replaces a canceled passive dispatch event, the system will receive full participation credit for those hours under the passive dispatch event participation formula.

The **first Formula Component** is used to score <u>each</u> passive dispatch hour in <u>each</u> season and is expressed mathematically below:

$$\frac{kWh\ discharged\ over\ passive\ dispatch\ hour}{\frac{1}{3}*(Available\ kWh-(0.2*BESS\ Nameplate\ Capacity))}$$

Note: If score calculated above is greater than 2, the score will be capped at 2.

The entire calculation used to score Passive Dispatch Season Performance is:

Passive Dispatch Season Performance =
$$\frac{A + B + C + D}{E}$$

 $A = Sum \ of \ Passive \ event \ scores \ for \ season$

B = Passive dispatch hours replaced by Active events

C = All Passive dispatch hours canceled by the Program Administrators that were not replaced by an Active dispatch event

D = All Passive dispatch event hours called, and all Active dispatch event hours called to replace a Passive dispatch event in which a battery could not perform because it was responding to an OEM-Triggered Severe Storm event, provided the Dispatch hour was not also canceled by the Program Administrators

E = Total potential Passive dispatch hours for the season

Passive Dispatch Season Performance values **less than 90% will trigger a claw back**. When the claw back is triggered, the system owner will be responsible for a Violation Fee³⁵ as follows:

$$\left(1-\left(\frac{Passive\ Dispatch\ Season\ Performance}{0.9}\right)\right)*\ (Upfront\ Incentive\ *\ 0.1)$$

In the event that the system owner does not pay 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 system owner will be billed by CGB.

If the system owner is able to demonstrate a valid reason for non-compliance (e.g. equipment or software failure beyond the system owner's control), they may appeal the Violation Fees to CGB directly. The Program Administrators are prohibited from unilaterally waiving any upfront incentive clawback fees. All clawback fee waivers will now require review and approval from the Authority. To facilitate this process, the Program Administrators must submit all recommended clawback fee waivers to the Public Utilities Regulatory Authority for approval annually by November 1.

Detailed examples of Passive Dispatch Season Performance and Violation Fees are provided at www.energystorageCT.com/contractor-resources.

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

³⁵ For systems enrolled mid-season, the period between the beginning of the season and enrollment in the program will not be assessed as "non-compliance" in the first year.

6.1.3. Upfront Incentive Priority Customer Adder

Customers that qualify as one or more of the following priority class customers will be eligible for an additional incentive adder including Customers on the Grid Edge, Critical Facilities, C&I Customers replacing Fossil Fuel Generators, and Small Business Customers. Definitions and limitations for each customer class are defined below³⁶.

Table 6: Upfront Incentive Priority Customer Adder

Upfront Incentive Adder	Customer Category
+25%: Non-Residential	Small Business
Critical Facilities	
	Customers Replacing Fossil Fuel Generators
	Grid Edge
+50%: Residential	Grid Edge

6.1.3.1 Customers on the Grid Edge

Customers on the Grid Edge are defined as (1) the 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.

6.1.3.2 Critical Facilities

As of January 1, 2024 Critical Facilities shall be defined by the revised definition according to Gen. Stat. § 16-243y(a)(2)³⁷. EDCs will confirm applicant's qualification as a critical facility as part of the application process.

6.1.3.3 Commercial and Industrial Customers Replacing Fossil Fuel Generators

This category applies to C&I customers who are replacing an existing fossil fuel generators with an energy storage system of comparable size. Customers must demonstrate their plan to decommission the fossil fuel generator(s) with a Decommissioning Plan. A template Decommissioning Plan is included in Appendix H. Decommissioning Plans are subject to review and approval by Program Administrators in order to qualify for the Upfront Incentive adder. Customers must fully decommission the existing fossil fuel generator and may not sell or otherwise redeploy the fossil fuel generator. The Program Administrators reserve the right to audit and inspect the customer's site to ensure the generator has been decommissioned.

6.1.3.4 Small Business Customers

Small business customers are commercial and industrial customers with less than 200 kW annual peak demand.

³⁶ Priority Customers that applied to ESS prior to January 1, 2023 may participate in ISO-NE Forward Capacity Markets with approval from Program Administrators. See ESS Program Manual dated January 2, 2022 for more information.

³⁷ Critical Facilities Definition to be used as of January 1, 2024 https://www.cga.ct.gov/2023/act/pa/pdf/2023PA-00157-R00HB-06853-PA.pdf

6.1.4. Calculation of Upfront Incentive

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

- Residential Formula 1: BESS rated energy capacity (kWh) * [\$250/kWh]³⁸
- Residential Formula 2: 50% of BESS total installed cost
- Residential Formula 3: Maximum per-residential unit incentive of \$16,000³⁹

The upfront C&I incentive is calculated based on the **minimum** of the following two formulas:

- C&I Formula 1: BESS rated energy capacity (kWh) * [Rate applicable to demand tier]⁴⁰.
- C&I Formula 2: 50% of BESS total installed cost

C&I systems are limited in power (kW) eligible to receive an upfront incentive to 150% of the customer's annual peak demand or 2 MW, whichever is greater. The following illustrative examples demonstrate how incentive calculations work. For additional examples and a calculator tool, along with the latest incentive rates and schedule, please visit the Energy Storage Solutions website.

Example 1 - In the case of one 5 kW, 13.5 kWh battery with an installed cost of \$20,000, for a standard Residential Customer:

- 13.5 kWh * \$250/kWh, or \$3,375
- 50% of \$20,000, or \$10,000
- Maximum incentive of \$16,000

The customer would receive an upfront incentive of \$3,375.

Example 2 – In the case of two batteries that add up to 15.2 kW, 36 kWh with an installed cost of \$30,000, for a *grid-edge* Residential Customer:

- 36 kWh * \$250/kWh, or \$9,000 + 50% adder = \$13,500
- 50% of \$30,000, or \$15,000
- Maximum incentive of \$16,000

The customer would receive an upfront incentive of \$13,500.

Example 3 – In the case of two batteries that add up to 10 kW, 27 kWh with an installed cost of \$30,000, for a low-income Residential Customer:

- 27 kWh * \$600/kWh, or \$16,200
- 50% of \$30,000, or \$15,000
- Maximum incentive of \$16,000

The customer would receive an upfront incentive of \$15,000.

³⁸ kWh level as determined depending on the project type and incentive level as provided in Table 4.

³⁹ Residential Formula 3 does not apply to Multifamily Affordable Housing installations

⁴⁰ kWh level as determined depending on the project type and incentive level as provided in Table 5.

Example 4 – In the case of one 250 kW, 675 kWh battery for a medium-sized Commercial customer with an annual peak demand of 240 kW and an installed cost of \$378,000 (Tranche 3 Step 1)

- 675 kWh * \$159.25/kWh, or \$107,494
- 50% of \$378,000, or \$189,000

The customer would receive an upfront incentive of \$107,494.

Example 5 – In the case of one 3 MW, 10 MWh battery for a large-sized Commercial *grid-edge* customer with an annual peak demand of 2 MW and an installed cost of \$2,500,000 (Tranche 3 Step 1)

- 10,000 kWh * \$91/kWh, or \$910,000 +25% grid-edge adder = \$1,137,500
- 50% of \$2,500,000, or \$1,250,000

The customer would receive an upfront incentive of \$1,137,500

Example 6 – In the case of one 1.4 MW, 5 MWh battery for a small-sized Commercial *small business customer* with an annual peak demand of 180 kW and an installed cost of \$1,950,000 (Tranche 3 Step 1)

- System is > 150% of customer's peak demand, but < 2 MW. Incentive cap not exceeded.
- Tiered incentive calculation⁴¹ + 25% small business adder = \$741,406
- 50% of \$1,950,000, or \$975,000

The customer would receive an upfront incentive of \$741,406

Example 7 – In the case of one 3 MW, 15 MWh battery for a large-sized Commercial customer with an annual peak demand of 750 kW and an installed cost of \$3,500,000 (Tranche 3 Step 1)

- System is not capable of dispatching 80% of its capacity in a 3-hour passive dispatch window
- System is > 150% of customer's peak demand and > 2 MW, exceeding incentive cap
- 150% of peak demand = 1.125 MW. Capped system size is 2 MW

The project must be redesigned and resubmitted.

6.1.5. Hybrid Upfront Incentive

Hybrid projects are defined as those where a single BESS will be interconnected to a single utility account where the building is used for both multifamily affordable housing (MFAH) and other nonresidential activities. The method used to calculate Hybrid project Upfront Incentives is as follows:

- 1. PAs will review all available consumption and demand data to determine a proportion of the consumption and/or demand to be applied to each use case (ex: 40% MFAH, 60% C&I).
- 2. The C&I incentive portion will be calculated based on the proportion of the demand and/or consumption attributable to the commercial operations (ex: if 60% C&I, then the kW / kWh

⁴¹ Use current ESS Calculator available at www.energystorageCT.com/contractor-resources for a detailed breakdown of the tiered incentive calculation.

- ratings of the BESS and the customer's annual peak demand will be multiplied by 60% and entered into the then-current C&I incentive calculator).
- 3. The Residential portion will be calculated based on the remaining proportion of the BESS at the then-current incentive level for MFAH (ex: in the above case, 40% of the BESS kW and kWh entered into the low-income residential incentive calculator). The Residential portion cannot exceed \$16,000 per residential unit.
- 4. The C&I and Residential incentive portions will be totaled for a final approved Upfront Incentive amount but cannot exceed 50% of the total project cost.

6.2 Active Dispatch and Performance Incentives

Active Dispatch Participants will be enrolled and eligible to participate in Active events for ten (10) full years beginning on the date their system is connected to its respective DERMS. Customers can enroll at any time. A customer who enrolls part way through a season may participate in the remainder of the season for Year 1, and in the beginning of the season for Year 11, totaling 10 full seasons of participation. Exiting from Energy Storage Solutions Active Dispatch before the end of this period or declining events will not yield any violation. 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 event.

Table 7: 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 8.

Table 8: 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. These 10 years of eligible performance incentives are split into an opening period (years 1-5) and a closing period (years 6-10). Customers may also be granted a construction hold commencing on the Reservation of Funds (ROF) date (if extensions are granted per Sec. 3.1.4). The construction hold will temporarily lock in the performance incentive rates at that cycle while the

BESS is built. The extension hold requires certain milestones are met as described in Section 3: Enrollment. Systems built under the granted timeframe (if granted an extension per Sec. 3.1.4) may be immediately eligible to start their opening period. Systems that require longer than the granted timeframe of construction or those that do not meet the required milestones within the hold must reapply to Energy Storage Solutions and will be reviewed under the cycle rates current to that time.

If a system's opening period 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.

Milestone	Duration
Application to Program	-
Application Approval	30 days (Max) from Application
Construction Hold	36 Months (Max) from ROF Approval (Described in Section 4: Enrollment)
Opening Period Start	The sooner of: 36 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

Table 9: Project Application and Approval Timeline

6.3 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. Eligible BESS Aggregators, Operators, or OEMs 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 OEM minimum required reserve capacity. Therefore, customers may dispatch their full available 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 15 kWh system, a customer with a fully charged system would be able to participate at up to 5 kWh per hour over a 3-hour Active Dispatch event, for an average of 5 kW for that event, provided there is no OEM minimum required reserve capacity set for the system.

Continuing with this example, a typical summer season may have 40 Active Dispatch events called. 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 was 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 5 kW. The average of 5 3-hour events at 0 kW and 35 3-hour events at 5 kW is an average summer seasonal performance of 4.375 kW. The summer performance incentive will be calculated as \$200/kW x 4.375 kW = \$875.

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 5 kW for all winter event the incentive would be calculated as: $$25/kW \times 5 \text{ kW} = 125 . Over the course of both seasons this customer was able to earn \$875+\$125 = \$1,000 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 <u>Program website</u>, customer enrollment forms and other Program materials.

6.4 Incentive Payment Process

CGB will administer all upfront incentive payments following the approval of the Application, an inspection (if opted-in) 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.

6.4.1 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 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 <u>website</u>.

6.4.2 Performance Incentive Data and Payments

Performance incentives will be calculated in accordance with Section 6.3. and paid by the EDCs following the Summer and Winter seasons.

To enhance data transparency and support Program enrollment, the Program Administrators must provide all available Active and Passive Dispatch performance data to ESS customers upon request, within 90 days after the end of a dispatch season after a data request is made.

6.4.3 Direct Payments

Battery storage owners will have access to 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 of in full to a TPO or financial institution, as specified by the Customer.

6.5 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 10: Holidays for Passive Dispatch Events

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

6.6 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 available energy capacity will be used during Passive events, leaving 20 percent available for backup power. The EDCs will cancel events (Active or Passive) for the two (2) days preceding any predicted Emergency Restoration Plan level (level 1-5) outage events, leaving the customer to use the BESS as the customer deems appropriate.

6.7 Performance Testing

The Program Administrators may conduct performance tests of the BESS during installation or during periodic inspections (if opted-in). 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

BESS OEMs, Operators, and Aggregators may work with CGB, the EDCs, and the Program's DERMS providers, if necessary, to call up to two Passive Dispatch test events per year. Participation in these test events shall be optional and not affect the Upfront Incentive Claw Back provisions detailed in Section 6.1.2.

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Section 7: Storage Configuration Considerations

7.6 Storage Configurations & Interconnection

7.6.1 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.

7.6.2 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.

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Section 8: System Disposal

8.6 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 (Eligible Equipment List)

The most current Eligible Equipment List is available at https://energystoragect.com/submitted ess system status list/.

All new applicants must submit a New Technology Application (Appendix C) to be reviewed and approved by the Program Administrators to be added to the Eligible Equipment List. The BESS equipment will be approved once the New Technology Application has been reviewed and approved, and the equipment manufacturer and/or BESS Operator or Aggregator has signed a Scope of Work, including a plan of integration, with the respective Distributed Energy Resource Management System (DERMS) provider. Final Approval of equipment is contingent upon completing integration with the respective DERMS.

Appendix B: Residential Customer Terms and Conditions and Data Release

ENERGY STORAGE SOLUTIONS

RESIDENTIAL CUSTOMER TERMS AND CONDITIONS and DATA RELEASE

Welcome to Energy Storage Solutions ("Program"). By becoming a Participant of the Program, you may reduce stress on the grid in your electricity service area. By participating in the Program, you may be eligible to receive the Reward described below, subject to these Program Terms and Conditions ("Terms"). To become a Participant in the Program, you must submit an application to, and have it accepted by, both the Sponsor and the Program Administrator via an Eligible Contractor or Eligible Third-Party Owner (as each is defined below). You must have an installed and operational BESS, pre-approved by the Program Administrators, to participate in this Program.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms if your application is accepted and approved by the Sponsor and the Program Administrator (as defined below). However, in the event your application is not accepted or approved, you will not be subject to these Terms. Failure to comply with these Terms may result in your unenrollment from the Program. The decisions of the Sponsor and the Program Administrator regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties' property or service. Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate unenrollment of a Participant and forfeiture of any Reward.

About the Program. Applicants whose applications to participate in the Program are submitted by the enrollment deadline and accepted by the Program Administrator ("**Participants**", "**you**", **and** "**your**") and who fully comply with these Terms may receive an incentive, as set forth below ("**Reward**"), to be provided to you by Program Administrator following the conclusion of the Program term. To receive the Reward, you must be accepted as a Participant by the Sponsor and Program Administrator, and your participation must not be withdrawn or terminated. Acceptance of these Terms does not guarantee eligibility or approval for the Program or any Reward thereunder.

Definitions. In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 ("Sponsor").
- "Adjustment Events" mean times during the Program Period when the DER Vendor will [control Participant's Device(s) (on behalf of the Sponsor Parties) to signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable].
- "BESS" means your battery energy storage system
- "DER" means distributed energy resource
- "DER Vendor" means
- "Device" means your BESS, which can be monitored and operated during the Program by DER Vendor's network operations center.
- "Eligible Contractor" means a qualified contractor who has been approved by the Energy Storage Solutions Program Administrators
- "Eligible Third-Party Owner" means a qualified Third-Party Owner who has been approved by the Energy Storage Solutions Program Administrators.
- "FAA" means the Federal Arbitration Act.

- "Participant" means an applicant that has been accepted into the Program by the Program Administrator.
- "Program" means the Energy Storage Solutions Program.
- "Program Data" means data related to your identity, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Program Administrator account, your [electricity / gas] bill, and operational data about your Device(s).
- **Program Manual**" means the Program manual published by the Program Administrators on their websites, as may be amended, supplemented, or otherwise modified from time to time.
- "Program Period" means the duration of the Program, as described in the Program Manual. [The Summer Program runs from June 1st September 30th; the Winter Program runs from November 1st March 31st.]
- "Program Administrators" means Connecticut Green Bank, United Illuminating, and Eversource, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- "Reward" means an incentive offered to you for participation in the Program.
- "Service" means the connection between your Device(s) and the DER Vendor platform.
- "Sponsor Parties" means Sponsor, DER Vendor, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- "Terms" means these Program Terms and Conditions.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Program Administrator account, your electric bill, and operational data about your Devices, including any such data for the period of up to eighteen months prior to the date of Participant's enrollment (collectively, "Program Data"), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically signal your Devices to take part in Adjustment Events for this Program or for general system testing purposes: 4) send you emails, text messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Sponsor Parties: 6) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable. In the event that Participant unenrolls, withdraws or the Program is terminated, the Sponsor Parties shall be permitted to use any of the Participants Program Data which was gathered prior to such date in accordance with these Terms.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the DER Vendor platform ("Service") and compatible with the Program design;
- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- Have an active electric account with your Eversource or United Illuminating in the state of Connecticut;
- Have a Home Energy Solutions or equivalent energy efficiency auditor conduct an audit of the location of the Device prior to the disbursement of any Reward;
- Grant the Program Administrators the right to inspect the Device prior to the disbursement of any Reward;
- Remain in compliance with any Program requirements and the Program Manual; and
- Not remove the Device from the State of Connecticut for ten (10) years after the Participant's enrollment in the Program or move the Device to a different location within the State of Connecticut without the approval of

the Program Administrators. This requirement shall survive Participant's termination, unenrollment or withdrawal from the Program or the termination of the Program prior to such date.

Program Period. The Program will run for the Program Period. You may be automatically re-enrolled in subsequent Program Periods at Sponsor's discretion, subject to the then-current Terms for the Program. You may unenroll from the Program at any time

Program Description. Participant agrees to allow DER Vendor, on behalf of the Sponsor Parties, to control the Participant's Devices during the Program Period. Such adjustments are referred to as "**Adjustment Events**." Adjustment Events may signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of a current or future Adjustment Event at any time by directly adjusting the Device or contacting DER Vendor. Note, that by opting out of over 10% of Passive Adjustment Events you are at risk of surrendering some or all of the Reward and may have to return any previously received Reward, as more particularly described in the Program Manual.

How to Apply. You can apply to participate in the Program through an Eligible Contractor or Eligible Third-Party Owner. The Sponsor Parties may accept or reject your application in their discretion.

How to Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing the Sponsor contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may (1) have to surrender some or all of the Reward and may have to return any previously received Reward, as more particularly described in the Program Manual, (2) not be able to participate in the Program in the future or other programs offered by Sponsor.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrator. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. Further, Sponsor's ability to offer the Program to you is contingent on Sponsor's agreements with DER Vendor, and in the event such agreement(s) terminate for any reason, your participation in the Program will be terminated along with the Reward. In the event of such termination, DER Vendor may provide notice to you by email, and Sponsor may provide notice at www.energyhub.com. Termination of the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

Disqualification. The Sponsor Parties may terminate your participation in the Program and Reward at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if your Program Administrator declares you ineligible for the Program, if your account with Sponsor or DER Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will administer your personal information and usage data consistent with these Terms

and each company's then-current privacy policy. Sponsor's privacy policy is located at: http://www.energyhub.com/privacy-policy

Connecticut Green Bank ("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.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of Connecticut without regard to its applicable principles of conflicts of law. The Sponsor Parties' failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. THE PROGRAM ADMINISTRATORS ARE NOT RESPONSIBLE, AND ASSUME NO RESPONSIBILITY OR LIABILITY, FOR: (IX) WORK OR WORKMANSHIP OF DER VENDOR, OR (X) ANY DESIGN, ENGINEERING, CONSTRUCTION, PERMITTING, LICENSSING, CERTIFICATION, APPROVAL, PERFORMANCE, OR SAFETY OF THE DEVICE. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on the Sponsor Parties and their respective successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward. For the avoidance of doubt, it is specifically understood and agreed that there shall be no personal liability on the part of any affiliates, agents, directors, officers, and employees of each Sponsor Party under these Terms.

These Terms constitutes the entire agreement between Sponsor Parties and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration or class actions are not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the No Class Action procedures provisions above, the federal court located in Connecticut, Connecticut shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Sponsor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor, and the other Sponsor Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if they were a party hereto..

Additional Program Details. Additional program details are available at www.energystorageCT.com. Contact information for Sponsor Parties and DER Vendor:

Connecticut Green Bank

75 Charter Oak Ave., Suite 1-103, Hartford, CT 06106

(860) 563-0015 | energystorage@ctgreenbank.com

EnergyHub

41 Flatbush Ave, Suite 400A Brooklyn, New York 11217

(718) 522-7051 | info@energyhub.com

DER VENDOR NAME

ADDRESS

CITY STATE

PHONE | EMAIL

Customer Signatu	re
Customer Name	
Date	6)Y

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NEW TECHNOLOGY APPLICATION

Version January 17, 2025

Energy Storage Solutions is overseen by the Public Utilities Regulatory Authority (PURA), is paid for by ratepayers, and is administered by the Connecticut Green Bank, Eversource, and **United Illuminating (Program Administrators).**

> ALL SUBMITTED INFORMATION IS PUBLIC RECORD DO NOT SUBMIT ANY PROPRIETARY OR CONFIDENTIAL INFORMATION

Section 1 – Introduction

Thank you for your interest in Connecticut Energy Storage Solutions (Program). The New Technology Application (NTA) is for the qualification of <u>complete</u> Battery Energy Storage Systems (BESS⁴²) in the Program. The resulting approval to the Eligible Equipment List will be for a battery and inverter combination that holds all necessary UL certifications and has a means of communicating with the Distributed Energy Resource Management System (DERMS) associated with the BESS's target customer sector. A complete Glossary of Terms is provided at the end of this document.

Additionally, this application may also be used for **BESS Aggregators** who wish to become Eligible to integrate with the DERMS to enroll existing Eligible Equipment in the Active Dispatch portion of Energy Storage Solutions for qualified customers. See the current Program Manual for more information, available at energystorageCT.com/contractor-resources.

NTAs submitted for a battery only (with no inverter listed or integrated) or for an inverter only (with no battery listed) will be rejected. The intent of this document is to qualify **complete BESS** for use in Energy Storage Solutions. **Applications are to be submitted on a per-UL 9540 listing basis.** If a BESS holds multiple UL 9540 listings for multiple configurations, you must submit an additional application per UL listing.

Before completing this Application, first confirm if the BESS is already eligible by visiting energystoragect.com/submitted ess system status list/. If the equipment is not on the Eligible Equipment List or requires revision, follow these steps:

- 1. Complete this Application:
 - Approval will be based on your responses. Make certain to answer ALL required and applicable questions.
- 2. Obtain and attach all UL certifications from Nationally Recognized Testing Laboratories (NRTL)⁴³, where applicable. The following UL listings are required for Eligible Equipment status:
 - UI 1973
 - UL 1741 SA (with reference to IEEE 1547-2018 2nd ed.)
 - UL 9540⁴⁴
- 3. Obtain and attach all product data specification sheets, where applicable.
- 4. Submit the Application and supporting documents at energystoragect.com/new-technologies-request-application/.

ALL BESS, BESS OPERATORS AND BESS AGGREGATORS MUST BE ABLE TO COMMUNICATE WITH THE APPLICABLE DISTRIBUTED ENERGY RESOURCE MANAGEMENT SYSTEM (DERMS) PLATFORM TO RECEIVE FINAL APPROVAL.

⁴² See definition in Section 6 – Glossary of Terms

⁴³ Program Administrators reserve the right to request additional and new certifications as they become available in the markets. All certifications must be current.

⁴⁴ Battery Energy Storage Systems which passed all inspection requirements prior to the adoption of the 2021 International Fire Code do not require UL 9540 Certification.

Section 2 – Applicant (Required)

APPLICANT COM	PANY INF	ORMATION		
Applicant Company Name				
Applicant Contact	Name			
Applicant Compan Address	у			
		Street, City, State	e, Zip	
Contact Phone			Contact Email	
Target Customer C	Class	☐ Residential ☐	Commercial & Ind	ustrial (C&I) □ Both
What is Applicant (Company's	s role in deploying l	BESS? (Select all th	at apply)
☐ BESS Aggregate (describe)	or 🗆 BES	SS Operator □ BE	SS OEM □ Inverte	er OEM □ Battery OEM □ Other
Other role:				
Applicant Compan	y Descript	ion		

Section 3 – BESS Equipment (not required for BESS Aggregators)

Note: If you are applying for a BESS with multiple size or inverter configurations, all configurations must be included under the same UL 9540 listing. If any configuration is part of another UL 9540 listing, you must submit separate applications for those configurations.

Complete the section below for the **battery** portion of the BESS.

BATTERY INFORMATION					
Battery Manufacturer Company Name					
Contact Name					
Contact Email					
Contact Phone					
Battery Model(s)					
Battery Nameplate Powe	er (kW)				
Battery Nameplate Ener	gy Capacity (kWh)				
Battery Maximum Contin	nuous Discharge R	ate (kW)			
Battery Nominal Voltage	(VAC)				
Battery Round Trip Effic	iency (%)				
Battery Warranty Term ((Years)				
Battery model(s) certifie	d to UL 1973?	□ Yes □ No	If no, expected date:		
Battery model(s) commercially available? ☐ Yes ☐ No		□ Yes □ No	If no, expected date		
Additional notes (if appli	cable)				

Complete the section below for the **inverter** portion of the BESS.

INVERTER INFORMATION				
Inverter and Battery are integrated as a single ☐ Yes ☐ No				
model				
Inverter Manufacturer				
Company Name				
Contact Name				
Contact Email				
Contact				
Phone				
Inverter Model(s)				
Inverter Nameplate Power (kW)				
Inverter Phase		☐ Single Phase	☐ Multi Phase	
Inverter Output Voltage (V)		_		
Inverter Maximum Continuous Curre	ant (A)			
Inverter Maximum Continuous Curre				
	;i (VA)			
Inverter Warranty Term (Years)	I П V П	If no evenested	1	
Inverter model(s) received UL 1741 SA?	☐ Yes ☐	If no, expected date:		
	No			
Inverter model(s) commercially	☐ Yes ☐	If no, expected		
available?	No	date:		
Additional notes (if applicable)				

Complete the section below for the BESS. The BESS is defined as the combination of the above Battery(s) and Inverter(s). UL 9540 Certification is required for any BESS being installed after the CT Department of Administrative Services adopted the 2021 International Fire Code.⁴⁵

BESS INFORMATION		
BESS is certified to UL 9540?	□ Yes	□ No
If no, please explain reason and estimated timeline for UL 9540 certification:		

Section 4 – BESS Operator or Aggregator and DERMS Communication (Required)

Provide information about the **BESS Operator or Aggregator** by completing the section below. The BESS Operator is the entity responsible for connecting the BESS equipment to the relevant DERMS provider. The BESS Aggregator is the entity responsible for the coordination of BESS participating in Active dispatch events within the Program, working as an intermediary between the DERMS and the BESS Operator.

The **BESS Operator** is often the inverter manufacturer but can also be a third-party integrator such as a developer or owner-operator.

If the Applicant Company only manufactures batteries and the BESS utilizes an inverter made by a different company, you may need to coordinate with the inverter manufacturer to complete this section.

This section will determine if the BESS:

- 1. Is capable of transmitting data to its respective DERMS platform,
- 2. Can meet Passive Dispatch requirements, and
- 3. Meets UL 9540 safety certification requirements.

BESS OPERATOR INF	FORMATION			
BESS Operator or Age Company Name	gregator			
Contact Name				
Contact Email				
Please list all complet	te DERMS integrations	3	Communication Protocol	
Please list all complet Ex: EnergyHub	te DERMS integrations	S	Communication Protocol Ex: OpenADR	
-	te DERMS integrations	3		
-	te DERMS integrations	5		

⁴⁵ Battery Energy Storage Systems which passed all inspection requirements prior to the adoption of the 2021 International Fire Code do not require UL 9540 Certification.

□ Yes □ No		
al aireach france a DEDMC and		
e?	□ Yes □ No	
Aggregator communicate attery OEM, device universal ities?	□ Yes □ No	
Aggregator communicate per-event basis for each	□ Yes □ No	
 BESS? 4. Does BESS Operator or Aggregator offer an outage protection mode? (i.e., mode that prevents the battery from discharging in anticipation of a severe weather event or outage possibility?) 		
	ol signal from a DERMS and e? Aggregator communicate attery OEM, device universal ities? Aggregator communicate eer-event basis for each otection mode? (i.e., mode	

⁴⁶ See definition in Section 6 – Glossary of Terms

6.	If you answered Yes to 4 above, can the BESS Operator or Aggregator communicate in individual instances of BESSs entering an outage protection mode to the DERMS? If you have a second s	
7.	Can the system dispatch and cancel/override an event if it receives notification from a DERMS provider?	□ Yes □ No
8.	Is the BESS Operator or Aggregator willing to commit to developing and maintaining a communication pathway at their own expense to the DERMS platform through an API integration?	□ Yes □ No
9.	Is the BESS Operator or Aggregator capable of integrating using Open ADR Protocol?	□ Yes □ No □ N/A
10	. If you answered No to 9 above , describe the resources you have available to commit applicable DERMS, along with estimated timeline for integration:	to integration with the

TELEMETRY REQUIREMENTS	
Does the BESS Operator or Aggregator maintain cloud storage of telemetry data?	□ Yes □ No
If so, describe:	
2. At what interval does the BESS Operator or Aggregator maintain telemetry data? (i.e. 15 minutes, 1 hour, 1 day, etc.). The Program requires a 15-minute interval, at minimum.	
3. At what latency does the BESS Operator or Aggregator communicate telemetry data with the DERMS? (i.e. 15 minutes, 1 hour, 1 day, etc.). The Program requires a one-month latency, at most.	
Additional notes on telemetry (if applicable):	

Passive Dispatch is a requirement of the Program for customers receiving upfront incentives. The BESS Operator will be responsible for meeting the Passive Dispatch criteria.

SCHEDULING REQUIREMENTS - PASSIVE DISPATCH		
1. BESS can be pre-programmed by BESS Operator to discharge to 20% rated capacity Monday through Friday (except holidays) during the months of June, July, and August uniformly between the hours of 5PM and 8PM.	□ Yes	□ No
If no, describe:		
2. The BESS Operator will ensure BESS discharge is regulated to an even discharge over those 3 passive dispatch hours (Available capacity – 20% of nameplate capacity)/3.	□ Yes	□ No
If no, describe:		
3. BESS Operator can override Passive Dispatch events for BESS when Active Dispatch events are requested for those scheduled days <u>or</u> when requested by DERMS due to forecasted severe weather.	□ Yes	□ No
If no, describe:		

Section 5 – Application Submission

WHAT HAPPENS NEXT?

- 1. After the Application and supporting documents (UL Certifications and Product Specification Sheets) are submitted, you will receive an email confirmation including an application number (NTA-####).
- 2. The Program Administrators will request additional information, if necessary, and/or inform you of the decision, along with comments, to approve or deny the BESS in the Program.
- 3. Application resubmittal guidelines are stated in the *Program Guidelines for Energy Storage Solutions*.

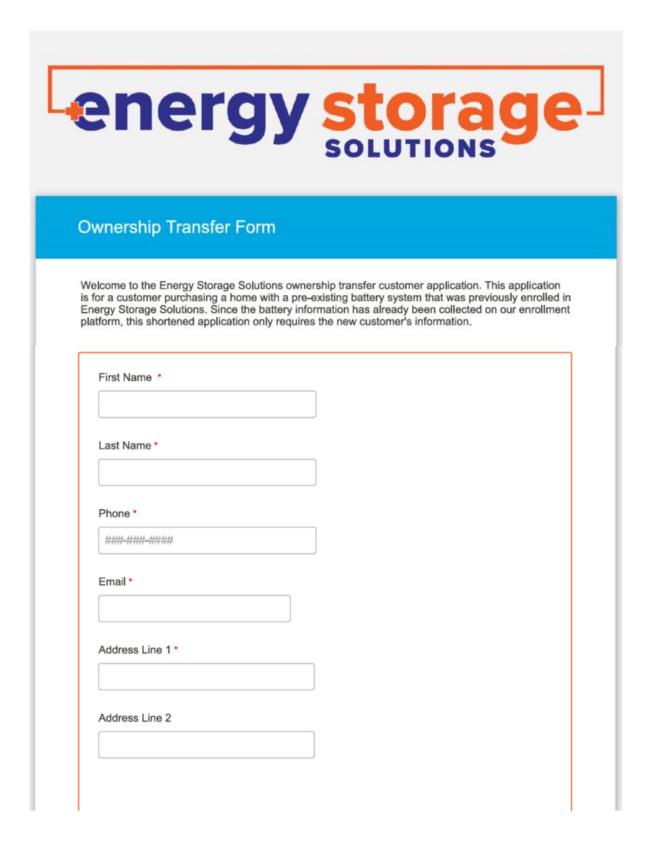
Contact energystorage@ctgreenbank.com with any questions or concerns.

Section 6 – Glossary of Terms

TERM	DEFINITION
Active Dispatch	Events where a BESS dispatches energy to reduce demand during summer and winter peak periods as determined by the EDCs based on anticipated grid demand. Active Dispatch events are typically scheduled day-ahead.
Aggregator	Entity responsible for the coordination of the BESS with a BESS Operator to participate in dispatch events within the Program
API	Application Programming Interface, which is a software intermediary that allows two applications to talk to each other
Eligible Equipment List	The Eligible Equipment List includes equipment that has been submitted to be included in the Energy Storage Solutions program. Final approval requires the equipment to be fully of integrated with the respective DERMS platform (residential and/or commercial)
BESS	Battery Energy Storage System: electrical, electrochemical, mechanical and other types of energy storage technologies for systems intended to supply electrical energy. Includes battery and inverter for the purposes of this Program.
BESS Aggregator	Entity responsible for the coordination of BESS participating in dispatch events within the Program, working as an intermediary between the DERMS and the BESS Operator.
BESS Operator	Entity responsible for the coordination of the BESS participating in dispatch events within the Program
DERMS	The "Distributed Resource Energy Management System" is the platform utilized by the Electric Distribution Companies to notify the Battery Operators of scheduled events requiring Battery Energy Storage System actions.
EDCs	Electric Distribution Companies (Eversource Energy and The United Illuminating)
OpenADR	Open Automated Demand Response, provides a non-proprietary, open standardized demand response interface that allows electricity providers to communicate demand response signals directly to existing customers using a common language and existing communications
Passive Dispatch	Events where a BESS dispatches energy to reduce demand during summer peak periods. Passive Dispatch events are pre-scheduled by the Program Administrators and BESS Operators must program this event schedule into the BESS. See energystorageCT.com for complete schedule.
Program	Energy Storage Solutions is a program offered through the Program Administrators
Program Administrators	Collectively the Connecticut Green Bank, Eversource Energy, and The United Illuminating Company

Round Trip Efficiency	Round-trip efficiency is the percentage of electricity that can be put into storage and later retrieved
UL 1741 SA	Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources, Supplement A for United Laboratories 1741 – Details safety requirements applicable to a variety of equipment for use in standalone or interactive power systems
UL 1973	Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications – A certification standard for batteries used for energy storage with a focus on the battery's ability to withstand simulated abuse.
UL 9540	Standard for Energy Storage Systems and Equipment - As specified in the National Fire Protection Association (NFPA) 855, United Laboratories 9540 certifies the safety requirements for Battery Energy Storage Systems. UL 9540 certification was introduced as part of the 2021 International Fire Code and subsequently adopted by the CT Department of Administrative Services Codes and Standards Committee.
Vendor Fee	Any fee taken by a BESS Operator or Aggregator in exchange for operating a customer's BESS, either as a flat rate or a percentage of incentives paid.

Appendix E: Ownership Transfer Enrollment Form



Connecticut	
	J
Postal Code *	
Utility Company *	
O Eversource	
O United Illuminating	
Utility Account Number *	
	Program Manual, I understand the responsibilities and ry and I accept the Terms and Conditions of Energy Storage
Solutions. These resource	es can be found on the previous page at
https://www.ctgreenbank	k.com/energy-storage-solutions/."

Appendix G: Commercial and Industrial Customer or Active Dispatch Only Terms and Conditions and Data Release



COMMERCIAL AND INDUSTRIAL (C&I) CUSTOMER or RESIDENTIAL ACTIVE-DISPATCH ONLY

TERMS AND CONDITIONS and DATA RELEASE

Version 1/1/2025

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 C&I 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 up-front 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.** 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.
- 5. Contractor and/or TPO and Customer agree to install a revenue-grade meter and an approved web-based monitoring system on the BESS and maintain working connection with the Distributed Energy Resource Management System (DERMS) dispatch platform for the useful life of the battery energy storage system.
- 6. Contractor and/or TPO and Customer acknowledge that the Program Administrators maintain the right to inspect all BESS prior to disbursement of incentive payment, if opted-in. Customer should make reasonable effort to coordinate with the inspector to allow inspection to take place.
- 7. 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.
- **8.** 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 Customer for participating in the Program.

9. 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.

Customer Signature	Customer Name	Date	
Customer Company	_		
Contractor Signature	Contractor Name	 Date	

Appendix H: Decommissioning Plan



COMMERCIAL AND INDUSTRIAL (C&I) CUSTOMER DECOMMISSIONING PLAN

Version 1/1/2025

A Decommissioning Plan is required for all C&I customers who are seeking priority status and the Upfront incentive adder for replacing an existing fossil fuel generator with an energy storage. To qualify, the existing fossil fuel generator and proposed battery energy storage system must be of comparable size, and customers must demonstrate their plan to decommission the fossil fuel generator(s).

The Decommissioning Plan must be submitted at the time of Upfront Incentive Application in order to receive a Reservation of Funds that includes a Priority Customer adder for replacing a fossil fuel generator.

Decommissioning Plans are subject to review and approval by Program Administrators. Customers must **fully decommission** the existing fossil fuel generator and **may not sell or otherwise redeploy** the fossil fuel generator. The Program Administrators reserve the right to audit and inspect the customer's site to ensure the generator has been decommissioned.

Host Customer Info			
Customer Company Name			
Address Line 1		Address Line 2	
City	State	ZIP	
Fossil Fuel Generator Info			
Nameplate Power Rating (kW)			
Fuel Type			
Make / Model			
Year of Installation			
Expected Date of Decommissioning			

Decommissioning ContactProvide the contact information

Provide the contact information for the pa	arty responsibl	e for decommissioning:	
Contact Full Name			_
Company Name			_
Contact Email			_
Address Line 1		Address Line 2	
City	_ State	ZIP	_
Check below:			
$\hfill \square$ I attest that the fossil fuel generator of redeployed.	described abo	ve will be fully decommis	ssioned and not resold or
☐ I attest that I will make reasonable efforthat any hazardous materials (i.e.: fuel, e-environmental regulations.		•	•
☐ I attest that I will provide the Program with documentation confirming the decombut not limited to photographs, inspection	nmissioning an	d safe disposal of the foss	•
Upfront Incentive funds will not be di complete documentation of decommiss		•	-
Customer Signature			
Customer Contact Full Name			
Customer Company			