



# Program Manual

Version May 19, 2026

# Table of Contents

<b>TABLE OF CONTENTS</b> .....	<b>I</b>
<b>SECTION 1: ACRONYMS AND GLOSSARY</b> .....	<b>3</b>
<b>SECTION 2: SUMMARY</b> .....	<b>7</b>
<b>SECTION 3: ENROLLMENT</b> .....	<b>12</b>
3.1. CUSTOMER ENROLLMENT PROCESS—LEGACY PROGRAM AND CONSTRUCT 5.....	12
3.2. CUSTOMER ENROLLMENT PROCESS—LEGACY PROGRAM ACTIVE DISPATCH ONLY (NO UPFRONT INCENTIVE) OR CONSTRUCT 5 ACTIVE DISPATCH (NO ENROLLMENT INCENTIVE) .....	16
3.2.1. <i>BESS Operator, BESS Aggregator, or OEM-Led Self-Enrollment</i> .....	16
3.2.2. <i>Customer Enrollment Platform “Self-Enrollment”</i> .....	18
3.3. CUSTOMER ENROLLMENT PROCESS – TRANSFER FROM CONNECTEDSOLUTIONS .....	19
3.4. ENROLLMENT DEADLINES AND MILESTONES .....	20
3.5. PROJECT VERIFICATION .....	20
3.5.1. <i>Project Inspections</i> .....	20
3.6. PROJECT COMPLETION POLICY.....	21
3.7. UNENROLLING FROM ENERGY STORAGE SOLUTIONS .....	22
3.8. UPFRONT INCENTIVE BUYBACK AND TRANSITION TO CONSTRUCT 5 .....	22
3.9. EXTENDING ENERGY STORAGE SOLUTIONS ENROLLMENT.....	23
3.10. TRANSFER OF ENROLLMENT .....	23
3.11. ELECTRONIC SIGNATURES.....	24
<b>SECTION 4: ELIGIBILITY</b> .....	<b>25</b>
4.1. CUSTOMER AND SITE ELIGIBILITY.....	25
<i>Add-On Systems</i> .....	25
<i>Ownership</i> .....	25
4.2. STORAGE SYSTEM ELIGIBILITY.....	27
4.2.1. <i>Technical Requirements</i> .....	27
4.2.2. <i>Technology Updates</i> .....	29
4.3. ELIGIBLE CONTRACTOR, THIRD-PARTY OWNER, AND BESS AGGREGATOR REQUIREMENTS.....	29
4.3.1. <i>Required Documentation for Eligible Contractors</i> .....	30
4.3.2. <i>Required Documentation for Eligible TPOs</i> .....	33
4.3.3. <i>Required Documentation for Eligible BESS Aggregators</i> .....	35
4.3.4. <i>Eligible Contractor, TPO, and BESS Aggregator Application Process</i> .....	35
4.3.5. <i>Eligible Contractor, TPO, OEM and BESS Aggregator Responsibilities and Conduct</i> .....	37
4.3.6. <i>Eligible Contractor, TPO, BESS Aggregator, BESS Operator, or Eligible OEM Non-Performance,         Misconduct, Improper and Illegal Behavior</i> .....	38
4.3.7. <i>Disciplinary Action and Appeal</i> .....	40
4.3.8. <i>Important Implementation Notices for Project Completion Policy</i> .....	41
4.3.9. <i>List of Eligible Contractors, TPOs, and BESS Aggregators</i> .....	42
<b>SECTION 5: OPERATIONAL CONTROL</b> .....	<b>43</b>
5.1.1. <i>General Operating Standards</i> .....	44
5.1.2. <i>Dispatching Passive and Active Services</i> .....	45
5.2. BATTERY SYSTEM MAINTENANCE, INTERNET CONNECTION, AND DURABILITY RESPONSIBILITY.....	46
<b>SECTION 6: PROGRAM DISPATCH AND INCENTIVE STRUCTURE</b> .....	<b>48</b>

6.1. CUSTOMER CLASSIFICATIONS.....	48
6.2. PASSIVE DISPATCH .....	52
6.2.1. <i>Legacy Passive Dispatch Season Performance and Claw Back</i> .....	53
6.3. CALCULATION OF UPFRONT INCENTIVE.....	57
6.4. CALCULATION OF ENROLLMENT INCENTIVE (EFFECTIVE 4/1/26) .....	59
6.5. ACTIVE DISPATCH .....	60
6.6. ACTIVE DISPATCH INCENTIVE RATES AND AVERAGE PERFORMANCE.....	62
6.7. INCENTIVE PAYMENT PROCESS.....	63
<i>Upfront and Enrollment Incentive Payments</i> .....	63
6.8. DAYS FOR DISPATCH EVENTS.....	65
6.9. NO DEMAND RESPONSE EVENTS BEFORE LARGE STORMS .....	65
6.10. PERFORMANCE TESTING .....	65
<b>SECTION 7: STORAGE CONFIGURATION CONSIDERATIONS .....</b>	<b>67</b>
7.1. CO-PARTICIPATION IN ISO-NE MARKET PROGRAMS.....	67
7.2. ISO-NE MARKET PARTICIPATION VERIFICATION PROCESS.....	67
7.3. MONETIZATION OF CAPACITY RIGHTS.....	67
7.4. STORAGE CONFIGURATIONS & INTERCONNECTION .....	68
7.4.1. <i>Renewable Energy Plus Storage</i> .....	68
7.4.2. <i>Storage Only Systems</i> .....	68
<b>SECTION 8: SYSTEM DISPOSAL .....</b>	<b>69</b>
8.1 ELIGIBLE CONTRACTOR AND THIRD-PARTY OWNER RESPONSIBILITIES .....	69
<b>APPENDIX A: ELIGIBLE EQUIPMENT LIST .....</b>	<b>70</b>
<b>APPENDIX B.1: RESIDENTIAL CUSTOMER TERMS AND CONDITIONS AND DATA RELEASE (ENERGYHUB) .....</b>	<b>71</b>
<b>APPENDIX B.2: RESIDENTIAL CUSTOMER TERMS AND CONDITIONS AND DATA RELEASE (UPLIGHT) .....</b>	<b>77</b>
<b>APPENDIX B.3: ENERGY STORAGE SOLUTIONS TERMS AND CONDITIONS AND DATA RELEASE (FOR ALL CUSTOMERS ENROLLING IN CONSTRUCT 5).....</b>	<b>84</b>
<b>APPENDIX C: NEW TECHNOLOGY APPLICATION .....</b>	<b>93</b>
<b>APPENDIX D: OWNERSHIP TRANSFER ENROLLMENT FORM.....</b>	<b>107</b>
<b>APPENDIX E: COMMERCIAL AND INDUSTRIAL CUSTOMER OR ACTIVE DISPATCH ONLY TERMS AND CONDITIONS AND DATA RELEASE .....</b>	<b>109</b>
<b>APPENDIX F: DECOMMISSIONING PLAN .....</b>	<b>112</b>
<b>APPENDIX G: DIRECT PAYMENT BENEFICIARY FORM.....</b>	<b>114</b>

## Section 1: Acronyms and Glossary

Term	Acronym or Abbreviation	Definition
AC-Coupled BESS		BESS has a separate inverter from Solar PV system
Active Dispatch Only	Active Only	Enrollment in ESS Active Dispatch but specifically not Passive Dispatch. Such enrollment is not available after April 1, 2026 as Passive Dispatch will no longer be available.
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.
(Eligible) BESS Aggregator		Entity responsible for the coordination of BESS participating in Active Dispatch events or Construct 5 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 or Construct 5 portion of the Program for qualified customers.
BESS Operator		Entity responsible for the coordination of the BESS participating in dispatch events within the Program
Clawback Fee	Clawback; claw back; claw-back	A fee imposed on BESS owners participating in Legacy Passive Dispatch that is calculated based on Passive Dispatch nonperformance for a given season. See Section 6.1.2.
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 Enrollment	COE	Letter issued via email by Connecticut Green Bank to customers to formally confirm enrollment in the Program, including the applicable incentive amounts and rates.

Connecticut Green Bank	CGB; Green Bank	
Construct 5		The Program design approved by PURA in Dkt. 25-08-05 Final Decision dated 12/17/25. Effective April 1, 2026.
Customer Contract		A sales agreement (for cash purchase or loan), Lease Agreement, or Power Purchase Agreement.
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: <a href="https://ctgreenbank.my.site.com/">https://ctgreenbank.my.site.com/</a>
Department of Economic and Community Development	DECD	
DC-Coupled BESS		BESS and Solar PV system share an inverter
Distributed Energy Resource Management System	DERMS	The dispatching platform utilized by the EDCs to issue notification to Operators to discharge the BESS over a designated time period.
Electric Distribution Company	EDC	Eversource and United Illuminating
Eligible Contractor	Contractor	Company responsible for contracting the procurement and installation of a BESS for a customer.
Eligible Third-Party Owner	System Owner; TPO	Company responsible for owning and operating a BESS with a customer through a lease or power-purchase agreement.
Enrollment Incentive		See Upfront Incentive.
Front of the meter storage	FTM	BESS not serving load behind a customer meter.
Heavy-Duty Electric Vehicle	Heavy Duty EV	Motor vehicle whose propulsion is powered fully by electricity with a gross vehicle weight rating (GVWR) greater than 26,000 pounds.
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.
Legacy Program		Program design in effect from 1/1/22 through 3/31/26 consisting of Passive Dispatch and Active Dispatch elements.
Letter of Intent	LOI	Preliminary commitment of the Customer to install a BESS with an Eligible Contractor and/or TPO.

Light-Duty Electric Vehicle	Light Duty EV	Motor vehicle whose propulsion is powered fully by electricity with a gross vehicle weight rating (GVWR) less than 10,000 pounds.
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.
Medium-Duty Electric Vehicle	Medium Duty EV	Motor vehicle whose propulsion is powered fully by electricity with a gross vehicle weight rating (GVWR) greater than 10,000 pounds but less than 26,000 pounds.
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.
Participant		The Third-Party System Owner of a BESS (if system is leased) or the host customer (if system is owned by the customer).
Passive Dispatch	Passive	Pre-scheduled dispatch events associated with the upfront Passive enrollment incentive from the Legacy Program. This upfront incentive is not available after April 1, 2026 as Passive Dispatch enrollment will no longer be available.
Performance Incentive		An incentive paid seasonally or annually to customers enrolled in Energy Storage Solutions based on the performance of their BESS in Active Dispatch events (based on average power rating throughout the entire season).
Power Purchase Agreement	PPA	
Program Administrators	PAs; Administrators	Collectively Eversource, United Illuminating, and Green Bank
Public Utility Regulatory Authority	PURA; Authority	
Rated Energy Capacity	Rated Capacity; Nameplate Energy Capacity	Nameplate energy capacity of the BESS (kWh).
Reservation Letter		Letter issued by Connecticut Green Bank to formally reserve capacity, including the applicable incentive amounts and rates, for a project to participate in ESS.  See also: Reservation of Funds, Reservation of Capacity
Reservation of Funds	ROF, Reservation	Reservation for an Upfront or Enrollment Incentive amount + Performance Incentive rate are reserved for a project's participation in ESS

Reservation of Capacity	ROC, Reservation	Reservation for a Performance Incentive rate is reserved for a project's future participation in ESS.
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 DECD <sup>1</sup> .
Upfront Incentive	Enrollment Incentive	An incentive paid upon commissioning of a BESS for enrollment in Energy Storage Solutions.
Vendor Fee	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.

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<sup>1</sup> 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.

## 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 a 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).<sup>2</sup> The Decision also establishes the EDCs and the Connecticut Green Bank (CGB) as Program Administrators. The Authority’s goal in the proceeding was to develop and implement a program for battery energy storage systems (BESS) connected to the electric distribution system that would provide multiple types of benefits to the grid, including ancillary services, peak shaving, support for the deployment of other distributed energy resources, and customer, local, or community resilience.

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

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

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<sup>2</sup> Connecticut Public Utilities Regulatory Authority, Final Decision, Docket No. 17-12-03RE03: PURA Investigation Into Distribution System Planning of the Electric Distribution Companies-Electric Storage, issued Jul. 28, 2021, available online at: [https://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7/\\$FILE/171203RE03-072821.pdf](https://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7/$FILE/171203RE03-072821.pdf).

<sup>3</sup> Per Conn. Gen. Stat § 22a-20a, “environmental justice communities” are defined as a municipality on the Department of Economic and Community Development list of distressed municipalities or in a defined US census block. These defined census blocks are in municipalities that are not “distressed;” however, they have census block groups with 30 percent of their population living below 200 percent of the federal poverty level. A current list of environmental justice communities is available at: <https://portal.ct.gov/DEEP/Environmental-Justice/Environmental-Justice-Communities>.

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 below:

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

**Note: On April 1, 2026, any remaining Tranche capacity will be reassigned to Construct 5.**

Through March 31, 2026, the Program consists of two key elements and is herein referred to as the Legacy Program:

**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. **Passive Dispatch is no longer available for new enrollments as of April 1, 2026 and is herein referred to as Legacy Passive Dispatch.**

**Active Dispatch:** managed by the EDCs, which compensates participants for the average kW<sup>4</sup> 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.). **Active Dispatch will remain in place following the transition from the Legacy Program to Construct 5.**

Customers participating in the Legacy Program should note that opting out of an Active Dispatch event when a Passive Dispatch event has been cancelled for that day may negatively impact a customer’s Passive Dispatch participation score. Construct 5 customers may opt out of Active Dispatch events without penalty. Please refer to Section 6 in this Program Manual for detailed participation requirements for Passive and Active Dispatch incentives.

Customer participation benefits and requirements will be determined by Customer Class as detailed in Table 1 below.

**Table 1: Legacy Program Elements**

Customer Description	Passive Dispatch	Active Dispatch
Residential or Commercial – Fully Enrolled (Legacy)	<ul style="list-style-type: none"> <li>Will receive upfront incentives</li> <li>Required to participate in Passive Dispatch events according to established guidelines.</li> </ul>	<ul style="list-style-type: none"> <li>Will receive performance incentives</li> <li>As a pay-for-performance program, participation in Active events is optional<sup>5</sup></li> </ul>
Priority Customers <sup>67</sup> – Residential or Commercial – Fully Enrolled (Legacy)	<ul style="list-style-type: none"> <li>Will receive upfront incentives, including applicable adder(s)</li> <li>Required to participate in Passive Dispatch events according to established guidelines.</li> </ul>	
Residential or Commercial – Legacy Active Dispatch Only <sup>8</sup>	<ul style="list-style-type: none"> <li>Will <u>not</u> receive Upfront Incentives</li> <li>Will <u>not</u> participate in Passive Dispatch events</li> </ul>	

**Table 2: Construct 5 Program Elements**

Customer Description	Active Dispatch
Residential Customers (standard and grid-edge) <sup>910</sup>	<ul style="list-style-type: none"> <li>May receive Enrollment Incentives where applicable</li> <li>Will receive Performance Incentives</li> <li>As a pay-for-performance program, participation in Active events is optional</li> </ul>
Commercial Customers (non-Priority)	<ul style="list-style-type: none"> <li><u>Will not</u> receive Enrollment Incentives</li> <li>Will receive Performance Incentives</li> <li>As a pay-for-performance program, participation in Active events is optional</li> </ul>
Commercial Priority Customers <sup>13 14</sup>	<ul style="list-style-type: none"> <li>May receive Enrollment Incentives where applicable</li> <li>Will receive Performance Incentives</li> <li>As a pay-for-performance program, participation in Active events is optional</li> </ul>

<sup>5</sup> See Section 6.1.2 Passive Dispatch Season Performance and Claw Back for additional details.

<sup>6</sup> Customers receiving incentive adder as defined in Section 6.1.1.1 to 6.1.1.4.

<sup>7</sup> 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 legacy 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](mailto:energystorage@ctgreenbank.com)) before the project has received approval to energize from the utility.

<sup>8</sup> This category includes ConnectedSolutions transfer customers. Transfer Customer BESS must meet all Program requirements to be eligible.

<sup>9</sup> Customers receiving incentive adder as defined in Section 6.1.1.1 to 6.1.1.4.

<sup>10</sup> 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 legacy 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](mailto:energystorage@ctgreenbank.com)) before the project has received approval to energize from the utility.

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 1<sup>st</sup>, 2023.

Table 3 below is a Program summary of the dispatch parameters for the Legacy Program:

**Table 3: Legacy Program Elements (Effective 1/1/22 through 3/31/26)<sup>11</sup>**

Program Element	Design Item	Summer	Winter
<b>Passive Dispatch</b>	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
	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
<b>Active Dispatch<sup>12</sup></b>	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
	Months <sup>13</sup>	June through September	November through March
	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	

<sup>11</sup> The Program Administrators may choose to alter the dispatch schedule for both Passive and Active Dispatch programs to better achieve RIM targets based on annual EM&V reports. In the event that the Program Administrators determine that an alternate schedule is prudent, customers will be notified of the change before the start of a dispatch season and storage assets will be remotely reprogrammed to a modified schedule.

<sup>12</sup> 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.

<sup>13</sup> EDCs may need to dispatch in off season months, on an as-needed basis.

**Beginning April 1, 2026, the Program will transition to a performance-based, Active Dispatch-only model for all new applicants, herein referred to as Construct 5<sup>14</sup>.** Construct 5 removes the Passive Dispatch track and existing Upfront Incentives, while increasing Active Dispatch Performance Incentives for new customers. All new residential enrollments will receive a targeted Enrollment Incentive, with residential Grid-Edge customers receiving an additional Enrollment Incentive adder. New commercial enrollments must pay a \$350 non-refundable application fee, and priority commercial customers will receive a modest Enrollment Incentive. There is no Enrollment Incentive for non-priority commercial customers. Both residential and commercial customer groups will receive new, elevated performance incentive rates during the winter and summer seasons, with the option of receiving an annual or biannual (twice yearly) Active Dispatch Performance Incentive disbursement. Table 4 below references the programmatic changes effective April 1, 2026.

**Table 4: Construct 5 Program Elements (Effective 4/1/26)**

Program Element	Design Item	Summer	Winter
<b>Construct 5 – Active Dispatch</b>	Enrollment and Performance Incentives	Varies by customer type, grid-edge eligibility, and building type. See “Section 6: Program Dispatch and Incentive Structure” for additional details.	
	Events per Season	30-60	1-10
	Months	June through September	November through March
	Event Duration	1 to 3 Hours	1 to 3 Hours
	Anticipated Dispatch Window	12 PM to 9 PM (All Days)	12 PM to 9 PM (All Days)
	Reserve Capacity	OEM minimum recommended capacity	

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<sup>14</sup> Connecticut Public Utility Regulatory Authority, Final Decision, Docket 25-08-05, Annual Energy Storage Solutions Program Review – Year 5, issued Dec 17, 2025, available online at: <https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/b1de90d5e52b43d185258d630056a8bf?OpenDocument>

## Section 3: Enrollment



On December 17, 2025, PURA directed the Program Administrators to eliminate Passive Dispatch from Energy Storage Solutions for new customers effective no later than April 1, 2026. Please read this section carefully and consider which Program design is in effect at the point of sale or the time of enrollment (Legacy Program or Construct 5). Visit [energystorageCT.com](http://energystorageCT.com) for the current Program status.

Customers may enroll in Energy Storage Solutions via their Eligible Contractor (Contractor) or Third-Party Owner (TPO) or Aggregator completing a project application (Application) on the Customer's behalf through the Customer Enrollment Platform. Enrollment in Energy Storage Solutions requires two steps: *Customer Enrollment* and *Battery Enrollment*.

- *Customer Enrollment* for most customers is completed in two stages via the Customer Enrollment Platform, which only Eligible Contractors and TPOs can access. The *application* stage collects the information necessary to issue a Reservation of Funds or Reservation of Capacity letter. The *completion* stage confirms the project is complete and operational, and provides information necessary to issue a Confirmation of Enrollment letter.
- *Battery Enrollment* can either be completed by the customer through their equipment's mobile app or website, or by the contractor or OEM as part of the commissioning process (not all OEMs support customer-led battery enrollment). This stage collects the customer's name and address, utility account number, and device information, which are automatically communicated and matched in the Customer Enrollment Platform.
- **Alternatively**, Customers may Self-Enroll via their BESS OEM, Operator, or Aggregator as described in Sec. 3.2.1 below. The Self-Enrollment process combines the *Customer Enrollment* and *Battery Enrollment* processes into a single step but **does not** allow the customer to access Upfront or Enrollment Incentives.

In the event that an Application is submitted for Upfront-, Enrollment-, 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. Additionally, for alternative energy storage technologies (see Sec. 4.1) that may be approved on a case-by-case basis, Program Administrators will work with the applicant to develop the appropriate enrollment route. Supplemental materials detailing such enrollment processes may be made available on [www.energystorageCT.com](http://www.energystorageCT.com).

### 3.1. Customer Enrollment Process—Legacy Program<sup>15</sup> and Construct 5



Sec 3.1 applies to all Energy Storage Solutions applicants (both Legacy Program and Construct 5)

The following steps outline the process flow for a typical project in Energy Storage Solutions from *Customer Enrollment* through *Battery Enrollment* and the onset of the performance period.

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<sup>15</sup> Where applicable

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

Residential Customers must sign and execute a Customer Contract<sup>16</sup>, 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 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.

Customers must agree to and sign the Residential Customer Terms & Conditions and Data Release associated with their application type. Examples included in Appendix B and Appendix E<sup>17</sup>.

## 2. Pay Application Fee (C&I Customers Only)

C&I Customers must pay a non-refundable \$350 application fee to receive a Reservation Letter. Payment instructions will be provided at [energystorageCT.com/contractor-resources](http://energystorageCT.com/contractor-resources) and the Customer Enrollment Platform no later than April 1, 2026.

There is no application fee for Residential customers of any kind (including MFAH). Application fees for Hybrid Projects<sup>18</sup> will be calculated based on the proportion of the BESS capacity assigned to C&I.

## 3. Submit Interconnection Application

The Contractor, TPO, or Aggregator must submit a completed Interconnection Application to the applicable EDC in order to receive a Reservation Letter. Applicants must maintain an active interconnection application for the BESS. Applicants who subsequently withdraw their interconnection application or otherwise have the interconnection application cancelled risk losing Reservation. Program Administrators will work with Contractors, TPOs, or Aggregators as needed and reserve the right to determine whether projects with a withdrawn or cancelled interconnection application status should be cancelled.

C&I customers with base load<sup>19</sup> higher than the BESS maximum dispatch capability may request exemption from exporting requirements. Approval of such exemption will be at the discretion of Program Administrators.

Projects that apply for Active Dispatch enrollment after April 1, 2026 but that received interconnection approval before January 1, 2026 are not required to have an export interconnection. Any project with an interconnection approval dated January 1, 2026 or later must be approved for export.

## 4. Complete Customer Enrollment Application

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<sup>16</sup> See definition of Customer Contract in Section 1 (Acronyms and Glossary)

<sup>17</sup> Visit [energystorageCT.com/contractor-resources](http://energystorageCT.com/contractor-resources) for more information.

<sup>18</sup> See Sec. 6.1.5

<sup>19</sup> Commercial and industrial customer base load will be set equal to the C&I customer's average demand during April-May and October-November from the previous 12 months.

Customers seeking participation in Energy Storage Solutions must be first deemed eligible. The Contractor, TPO, or Aggregator must register their respective Customers using the Customer Enrollment Platform to complete the Application. The Contractor, TPO, or Aggregator 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, Aggregator (if applicable) and TPO (if applicable) detailed contact and site information
- b. Service address where BESS is to be installed
- c. Designation of Performance 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, TPO, or Aggregator is required.
  - ii. For C&I projects, a signed Letter of Intent (LOI) between the Customer and Contractor, TPO, or Aggregator 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
- g. Customer's choice of seasonal or annual Performance Incentive payments

#### **5. Connecticut Green Bank Reviews Project for Eligibility and Technical Accuracy**

After Application submittal, CGB staff will review the Application for accuracy and completeness. If additional information is needed, Contractor, TPO, or Aggregator 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 the Applicant has not corrected the deficiencies identified within the time allotted, CGB may move the incentive application to an "inactive" status<sup>20</sup>. Applicants may reapply at any time subject to Program availability.

#### **6. Connecticut Green Bank Approves Project Application and Upfront Incentive**

All C&I Projects with an estimated Upfront or Enrollment incentive below \$500,000 require a Project Approval Form (PAF) that must be approved by Connecticut Green Bank Senior Staff. All C&I projects with an estimated Upfront or Enrollment incentive greater than or equal

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<sup>20</sup> Including, but not limited to "Withdrawn" or "Cancelled".

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, CGB staff will electronically send a Reservation of Funds (ROF) or Reservation of Capacity (ROC) letter (“Reservation Letter”) describing the estimated Upfront or Enrollment incentive (where applicable), the Performance Incentive rate reserved, and the expiration date of the Reservation Letter.

All residential projects shall have up to 24 months to reach operation upon issuance of Reservation Letter. CGB may approve extension requests beyond 24 months if the Extension Criteria below are met.

For commercial projects, CGB 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**

CGB may approve Reservation extension requests based on need. CGB may grant a second extension request if at least one of the following five criteria are met:

- (1) the project is unique and more complex than ordinary BTM 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 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](mailto:energystorage@ctgreenbank.com) with the subject line “Extension Request: ESS-#####<sup>21</sup>” and will be reviewed on a per-project basis by CGB.

## **7. 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

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<sup>21</sup> Where “ESS-#####” refers to the project’s unique project ID as shown in the Enrollment Platform.

begin construction until the Customer Contract has been executed<sup>22</sup>. 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.

## 8. Inspection

Battery inspections are optional and inspections will be conducted only upon customer request. Customers interested in having their batteries inspected must indicate their preference by opting in during the incentive application process, and the inspection will take place after the project is built and submitted for completion.

## 9. Battery Enrollment

As part of the Construction Phase, the Eligible Contractor or other party responsible for installation of the BESS will facilitate enrollment of 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.

## 10. 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 Enrollment letter will be issued by the Program Administrators confirming the final approved Upfront or Enrollment Incentive amount (where applicable) and the approved Performance Incentive rate. The Upfront or Enrollment 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—Legacy Program Active Dispatch Only (No Upfront Incentive) or Construct 5 Active Dispatch (No Enrollment Incentive)

Customers who wish to self-enroll in Active Dispatch **and forego Upfront or Enrollment Incentives** may do so through multiple channels<sup>23</sup>. Customer-Led Enrollment in Active 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 Self-Enrollment

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<sup>22</sup> Customers requesting an Upfront Incentive may not install systems prior to Reservation of Funds (ROF).

<sup>23</sup> The enrollment options offered in Section 3.2 were originally created for customers who elected not to participate in Passive Dispatch, foregoing the Upfront Incentive. As Passive Dispatch enrollment ends on April 1, 2026, the Program Administrators do not expect the processes described in Section 3.2 will be utilized for regular enrollments. However, they will remain available for customers who do not qualify for an Enrollment Incentive (i.e. customers applying more than 6 months post-interconnection approval). See Section 4.1, Customer and Site Eligibility for more information.

Customers who wish to self-enroll in Active Dispatch via the web or app interfaces provided by their BESS Operator, BESS Aggregator, or OEM (In-App Enrollment) may do so by 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. Submit Application Fee Payment (C&I Customers Only)**

C&I Customers must pay a nonrefundable \$350 application fee to receive a Reservation of Funds or Reservation of Capacity. Payment instructions will be provided at [energystorageCT.com/contractor-resources](http://energystorageCT.com/contractor-resources) and the Customer Enrollment Platform no later than April 1, 2026.

There is no application fee for Residential customers (including MFAH). Application fees for Hybrid Projects<sup>24</sup> will be calculated based on the proportion of the BESS capacity assigned to C&I.

### **3. 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
- e. Designation of annual or seasonal Performance Incentive payments
- f. Designation of Performance Incentive recipient (optional)

### **4. Connecticut Green Bank Reviews Project for Eligibility and Technical Accuracy**

After Application submittal, CGB staff will review the Application for accuracy and completeness. If additional information is needed, Customer will be notified via email of any

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<sup>24</sup> See Sec. 6.1.5

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<sup>25</sup>. Customers may reapply at any time subject to Program availability.

## 5. Battery Enrollment

CGB will confirm that the BESS is operational through the DERMS portal. CGB may utilize interconnection application information provided by the EDCs to enter applicant customers in the Customer Enrollment Platform.

## 6. 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 Confirmation of Enrollment 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 “Self-Enrollment”



Sec 3.2.2 applies only to customers enrolling in Legacy Program “Active Dispatch Only” (i.e. foregoing Passive Dispatch) prior to April 1, 2026. It does not apply to Construct 5 customers applying on or after April 1, 2026.

Customers who wish to enroll in Legacy Program “Active Dispatch Only” via the Customer Enrollment Platform (and not via Self-Enrollment) 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. Submit Signed 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 E.

#### 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.

<sup>25</sup> Including, but not limited to “Withdrawn” or “Cancelled”.

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. Connecticut Green Bank Reviews Project for Eligibility and Technical Accuracy**

After Application submittal, CGB 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, CGB may elect to move the incentive application to an “inactive” status<sup>26</sup>. Applicants may reapply at any time subject to Program availability.

### **4. Battery Enrollment**

CGB will confirm that the BESS is operational through the DERMS portal. CGB may utilize interconnection application information provided by the EDCs.

### **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 Confirmation of Enrollment will be issued by CGB confirming the customer’s enrollment in Active Dispatch and applicable Performance Incentive rate. 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 Transfer Customers do not qualify for Passive Dispatch, Upfront Incentives, or Enrollment Incentives; 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 4.

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<sup>26</sup> Including, but not limited to “Withdrawn” or “Cancelled”.

## **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 applicable to their BESS OEM or customer class. See Appendix B and Appendix G for more information.

### **2. Connecticut Green Bank Reviews Project for Eligibility**

CGB 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. Note that export interconnection approval is not required for Transfer Customers who interconnected their system prior to January 1, 2026.

### **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 or Enrollment Incentive, Contractors or TPOs must agree to provide the CGB with a Self-Inspection report (including all required photos) at project completion, along with all other project completion paperwork. CGB staff 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 Customer Enrollment Platform in accordance with guidelines described in the current Process Guides.

A copy of the [Third-Party Inspection Checklist](#) 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 CGB. CGB reserves the right to adjust Upfront or Enrollment Incentive calculations based on inspection reports or other submitted documentation and will make a final decision on incentive adjustments due to inspection failures. 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 Incentive calculation and will therefore be held responsible for any reduction in incentive amount as a result of the inspection report or other submitted documentation. Reduction in incentive as a result of Contractor or TPO mistake or negligence shall not be passed on to customers.

CGB 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. 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 [energystorageCT.com](http://energystorageCT.com).

### **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

#### **Project Expiration**

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.

## **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

## **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. Unenrolling 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.

#### **Unenrolling from Active Dispatch**

Once a season (summer or winter) starts, the customer must stay enrolled for the entire season to receive the performance incentive. A customer cannot un-enroll midway through a season and receive a performance incentive averaged for fewer events than all the other Program participants. Once customers are unenrolled from Active Dispatch, they will have no obligation to participate in dispatch events. For customers who enrolled on or after April 1, 2026 and received an Enrollment Incentive, there is no requirement to return any portion of the Enrollment Incentive.

#### **Unenrolling from Passive Dispatch**

Unenrolling from Passive Dispatch before 10 years of system operation will result in non-compliance with Program requirements<sup>27</sup> and the customer will be required to return a prorated portion of the un-earned Upfront Incentive as determined by CGB. Once funds have been returned as requested, the customer will have no obligation to participate in Passive Dispatch events.

### **3.8. Upfront Incentive Buyback and Transition to Construct 5**

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<sup>27</sup> See Section 6.1.2

Residential customers enrolled in Legacy Passive Dispatch may elect to repay the unearned portion of the original Upfront Incentive in order to transition from Legacy Passive Dispatch to Construct 5 Active Dispatch, subject to the requirements of Section 3.8 and any other application Program rules. This option is not available to C&I customers.

The unearned portion of the Upfront Incentive may be repaid by the System Owner, OEM, Eligible Contractor, financing entity, TPO, or another Program Administrator-approved third party on behalf of the Customer. Repayment of the required amount shall permit the project to transition from Legacy Passive Dispatch to Construct 5. Projects utilizing an Upfront Incentive Buyback to transition into Construct 5 are not eligible to receive Construct 5 Enrollment Incentives. Such projects may remain eligible for applicable Performance Incentives under Construct 5, subject to all other Program requirements.

The required repayment amount shall be calculated based on the remaining term of the Customer's original ten (10) year enrollment obligation, inclusive of any applicable Clawback amounts resulting from noncompliance that have been approved, or not waived, by PURA. For example, a Customer with five (5) years remaining in the original enrollment term shall repay fifty percent (50%) of the original Upfront Incentive, plus any outstanding non-waived Clawback Fees. The PAs will make an effort to accommodate mid-season switch requests, but program acceptance may be delayed due to other commitments at that time.

Where repayment is proposed by a third party, the Program Administrators shall require written approval from the system owner prior to approving the transition to Construct 5. Any project transitioning from Legacy Passive Dispatch to Construct 5 is expected to remain operational and capable of participation in Active Dispatch for ten (10) years.

Upon receipt and verification of the required repayment amount, and satisfaction of all other applicable Program requirements, the Customer's enrollment will be transitioned from Legacy Passive Dispatch to Construct 5. Upon such transition, the Customer will no longer be subject to Legacy Passive Dispatch participation requirements or future Passive Dispatch clawback exposure.<sup>28</sup>

### **3.9. Extending Energy Storage Solutions Enrollment**

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

### **3.10. Transfer of Enrollment**

The Program Administrators will allow customers to transfer Program enrollment to other customers. If a customer moves out of their residence/facility leaving their BESS behind, the new occupant and BESS owner will be required to notify the EDCs of the change in ownership in order to ensure future performance payments will be processed to the new owner. The new owner will complete a BESS Ownership Transfer Form (See Appendix D) through the Enrollment Platform. Information required will include contact information (name, email, phone), address, and the new

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<sup>28</sup> [https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f443e4a4254e016585258dee0065d70c/\\$FILE/25-08-05%20Motion%20No.%2018%20Ruling.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f443e4a4254e016585258dee0065d70c/$FILE/25-08-05%20Motion%20No.%2018%20Ruling.pdf)

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 Passive Dispatch (where applicable), then the original customer who entered into the Program Contract is responsible for returning a prorated portion of the Upfront Incentive (where applicable) upon property transfer.

### **3.11. Electronic Signatures**

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

Examples of electronic signature technology systems that are acceptable to the Program Administrators include DocuSign, HelloSign and Adobe Sign. Only commercially available third-party platforms are accepted. The Program Administrators will not accept electronic signatures that have been digitally altered, copied, or placed using computer software that does not provide a verifiable electronic audit trail.

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## 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.<sup>29</sup> Additionally, the residential, commercial, or industrial building must be connected to the grid by agreement with the EDCs.

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 contractor or equipment receiving Program approval (for up to one year) may still qualify for an Upfront or Enrollment Incentive, ensuring that early adopters are not penalized for moving forward before contractor approval processes were finalized. Beyond this, only systems energized no more than six months prior to Program enrollment will remain eligible for the Construct 5 Enrollment Incentive. The Program Administrators reserve the right to audit such applications and decide whether the project meets the criteria for approval. Eligible customers can receive Upfront or Enrollment Incentives and Performance Incentives at the rates in effect at the time of Reservation of Funds or Reservation of Capacity.

#### Add-On Systems

Additional capacity added to existing BESS may be eligible for Energy Storage Solutions, subject to the discretion of the Program Administrators 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 cap on Enrollment Incentives. Enrollment start/end dates may be adjusted at the Program Administrators' discretion. Additionally, Customers who received an Upfront Incentive and install an additional complete BESS can qualify for an Enrollment Incentive under Construct 5 for the additional system at the discretion of the Program Administrators.

#### 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

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<sup>29</sup> New construction or new service customers may submit proof that a new service has been requested at application. Incentive payments will not be issued until the Program Administrators have confirmed that electric service has been established with Eversource or UI.

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.

## **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 assessment<sup>30</sup> after 2011 or must have scheduled such an assessment. Information on scheduling HES and HES-IE assessments is available at:

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

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

1. 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.
3. 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

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<sup>30</sup> Program Administrator will accept energy efficiency audits conducted in-person by a technician certified by the Building Performance Institute (BPI), HERS, or Home Performance with Energy Star. A copy of the audit report must be provided to the Program Administrator. The Program Administrators must approve "HES equivalent" energy audit types.

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

While Energy Storage Solutions is primarily designed for electrochemical battery energy storage, the Program Administrators will consider enrollment of electric storage technologies beyond electrochemical battery energy storage systems (see Appendix A for complete list of Eligible Equipment). 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. Note that Program Administrators may modify these requirements for the case-by-case approval of certain mechanical, thermal, pumped hydropower, or V2G technologies.

Required only for **Legacy Passive Dispatch** enrollment:

- 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 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 if possible).
- 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 or may receive a prorated incentive for a lower energy capacity.
- 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.

Required for **all** systems (both Legacy Program and Construct 5):

- The electric storage technologies shall be capable of and must comply with all relevant scheduling commands to provide Power Capacity, Energy Capacity, and Annual Cycle requirements.
- Permanently installed, grid connected, and behind the meter (BTM)<sup>31</sup>. Portable devices 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 enrolling in Legacy Program and those interconnected on or after 1/1/26 must be approved to export power to the distribution grid.
- BESS must be capable of islanding from the grid during outage events<sup>32</sup>
- The OEM (or BESS Aggregator or Operator or TPO) 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:

- 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.)

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<sup>31</sup> 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.

<sup>32</sup> The BESS must be able to provide back-up power to the customer within a reasonable time in the event of an outage.

- 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.

While the Eligibility applications are only submitted once, Contractors, Third-Party Owners, and BESS Aggregators, may be required to submit documentation agreeing to Program Manual updates and or Terms and Conditions updates as needed to maintain eligibility.

#### **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 brief description of the Applicant company, services and brands of energy storage equipment offered, and any Connecticut Green Bank programs the company currently participates in, 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".

If the Applicant company indicates they currently participate in another Connecticut Green Bank program, they may forgo the Bank Reference Letter requirement at the PAs discretion

- 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 6 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 6: Minimum Required Licensing for Eligible Contractors**

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

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

5. **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 or Enrollment Incentive must reference the incentive as an upfront cost reduction to the customer. 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 cost<sup>33</sup>
- e. Estimated Upfront or Enrollment incentive amount or reference to Energy Storage Solutions Upfront or Enrollment Incentive

<sup>33</sup> 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.

- 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)
- 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 **do not** 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** – Provide a copy of Eligible Contractor’s workmanship warranty. Customers receiving an Upfront Incentive or Enrollment Incentive must receive a ten (10) year or longer workmanship warranty through their Eligible Contractor or TPO. 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. Proof of Insurance** – All Eligible Contractors must carry and provide evidence of proper insurance coverage to participate in Energy Storage Solutions: at least one million dollars in general liability; auto insurance; and worker’s compensation. Additionally, all subcontractors

must meet this requirement, but proof of insurance for subcontractors is not required since Eligible Contractors will be held accountable for any and all work performed by their subcontractors. 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 prospective 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.

5. **Residential Lease / PPA Contract and Terms (If applicable)** – Provide a sample of the TPO's standard contract or sales agreement template for residential BESS Leases or PPAs.
6. **Commercial and Industrial Lease / PPA Contract and Terms (optional)** – Provide a sample of the TPO's standard contract or sales agreement template for commercial and industrial BESS Leases or PPAs.
7. **Proof of Insurance** – All Eligible TPOs must carry and provide evidence of proper insurance coverage to participate in Energy Storage Solutions: at least one million dollars in general liability; auto insurance; and worker's compensation. Additionally, all subcontractors must meet this requirement, but proof of insurance for subcontractors is not required since Eligible Contractors will be held accountable for any and all work performed by their subcontractors. 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).
8. **Warranty** – Provide a copy of the warranty Eligible TPO will offer to customers. Customers must receive a ten (10) year or longer warranty through their Eligible Contractor or TPO. 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 warranty is separate and in addition to the manufacturer's equipment warranty.
9. **Data Release and Terms and Conditions** – New and existing TPOs must sign and submit any applicable Data Release and Terms and Conditions for their fleet prior to the disbursement of any Upfront, enrollment, or Performance incentives.

When BESS participating in ESS are acquired through mergers, acquisitions, or consolidation of third-party owners (TPOs) or asset managers, etc. the acquiring entity must become an Eligible TPO in the ESS Program through the process described above. The acquirer must also demonstrate to the Green Bank that it has assumed full operational, maintenance, and performance responsibilities for the acquired BESS. The acquiring entity must also provide evidence of financial and technical capacity to manage the systems in compliance with all ESS Program guidelines.

The acquirer must notify the Green Bank of such transactions within 30 days and complete all required administrative updates, including the transfer of project registration, incentive agreements, and complete integration with DERMS providers participating in the Program. The Program Administrators reserve the right to request additional documentation, such as asset purchase agreements, merger filings, fleet lists, or operational transition plans, before accepting the applicant in the Program.

Once all Program requirements are met, including completion of all necessary transfer documents and verification of the acquirer's eligibility, the acquiring entity will become the eligible TPO of record for the acquired systems. From that point forward, the acquirer may be entitled to receive performance incentive payments, provided that the systems continue to meet all operational and performance criteria outlined in this Program Manual. Any historical performance obligations or claw back provisions associated with upfront incentives will also transfer to the acquirer as part of the Program participation obligations.

#### **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 Energy Storage Solutions for qualified customers.

BESS Aggregators who wish to enroll customers in Active Dispatch **only** should follow the requirements set forth below. BESS Aggregators who wish to enroll customers in Passive Dispatch + Active Dispatch should follow the requirements set forth for Eligible Contractors **plus** the requirements set forth below.

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..
- 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 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:

1. Prospective Contractor, TPO, or Aggregator will submit a complete Application to the Program Administrators at the Energy Storage Solutions website. The Program

Administrators shall determine what constitutes a complete Application based on the requirements set forth in this document.

2. Each Application will be evaluated for completeness and consistency with the requirements outlined in this document within five (5) business days of submission. The Program Administrators will review the Application and may request additional documentation or information, if needed. Incomplete Applications may take longer to process and may be rejected. If applicants do not respond to rejection notice within 60 days, the Application may be considered “inactive” by the Green Bank and withdrawn. 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. An email 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. 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. Program Administrators may require a Contractor, TPO, or Aggregator to attend additional trainings if deemed necessary (i.e. high application rejection rate, improper incentive activity, etc.).
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).

#### **4.3.5. Eligible Contractor, TPO, OEM and BESS Aggregator Responsibilities and Conduct**

**Eligible Contractors, Third-Party Owners, OEMs, 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 current Program processes for submission of incentive applications, inspection reports and project completion documents, as outlined in training materials provided by the Program Administrators.
6. Facilitate 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 and maintain active 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.
19. 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.
20. TPOs, OEMs, and Aggregators will work with Program Administrators and respond to requests to provide updates on company financial health and solvency if needed and as requested

**4.3.6. Eligible Contractor, TPO, BESS Aggregator, BESS Operator, or Eligible OEM 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, Aggregator, Operator, or OEM'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
2. Failure to ensure that all applicable employees and/or subcontractors are properly licensed according to Connecticut State law and adhere to the requirements of Energy Storage Solutions.
3. Failure to comply with current State and local laws and ordinances pertinent to home improvement contracting, building, and electrical work, including but not limited to:
  - a. Obtaining proper permits for lead generation, sales, and installations
  - b. Following Occupational Safety and Health Administration (OSHA) regulations



- d. Certifications and licensing applicable to Program Manual
  - e. Permit or interconnection documentation
8. Failure to ensure proper performance of BESS enrolled in Passive or Active Dispatch (Aggregator, OEM, or Operator)
  9. Failure to provide telemetry data per the requirements described in the New Technology Application (Appendix C) (Aggregator, OEM, or Operator)
  10. Failure to meet Responsibilities described in this document
  11. 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.
  12. 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.
  13. Consistent failure to follow Program procedures.
  14. Company is determined by the Program Administrators to be in poor financial health that puts ratepayer funding at risk

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 [list of Eligible Contractors and TPOs](#). This list will be available on the Program website. Eligible BESS Aggregators will be listed alongside [Eligible Equipment](#).

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## Section 5: Operational Control



All references to “Passive Dispatch” in this Section will apply to Legacy Program customers. All references to Active Dispatch in this section will apply to both Legacy and Construct 5 customers.

In the event of an emergency within the customer’s facility, the customer should call the appropriate emergency services. Once the emergency is resolved, the customer should report the issue to the Connecticut Green Bank and their respective EDC’s customer care centers.<sup>34</sup>

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 the Active program, while the BESS Operator or Aggregator will be responsible for managing signals for the Passive program, where applicable. Dispatch events will include Legacy Passive and all Active events as described in subsequent sections. The EDCs will require each system to include the following 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 least 15-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 0.
- 2. Dispatching.** The EDC will initiate the Active Dispatch events of the battery energy storage system through their DERMS platform(s) and the EDC can schedule the dispatch in advance or in real-time.<sup>35</sup> 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. Where applicable, the BESS Operator or Aggregator will also maintain the Passive Dispatch Schedule for Legacy participants.
- 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

<sup>34</sup> Eversource Emergency Contact: (800) 286-2000; UI Emergency Contact: (800) 722-5584; CGB Contact: (860) 563-0015

<sup>35</sup> 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.

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. Operations Interfacing and communication of the BESS with PA networks will be critical to successful operation over the term of an agreement.

### 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 in Table 7. Critical operating parameters that the Operator should monitor throughout the BESS include but are not limited to those specified in Table 7. Inverter AC and DC voltage, current, kW, kVA, state of charge and are subject to change over time.

**Table 7: Battery Storage System Telemetry Data**

Data Field Name	Data Type	Units or Data Format	Definition
DeviceID	String*	NA	Manufacturer's ID that uniquely identifies the battery system when accessing telemetry or sending instructions via API.
Timestamp	DateTime	UTC	Date and time of start of interval over which data measured on system, UTC
Battery Stored Energy	Float / Integer	kWh	Amount of energy stored in the battery, averaged over the interval (kWh), compared to 0% state of charge. This does not take into account any backup reserve, owner-configured minimum SOC limit, or battery health minimum SOC buffer set or recommended by the OEM (typically 10% for LFP batteries, for example)
Onsite Power Demand	Float / Integer	kW	Premise power consumption as measured at the utility meter, or by separate measurement equipment evaluating consumption at the same point.
Battery Power	Float / Integer	kW	Power in/out of the battery over the interval.
Solar Energy Production	Float / Integer	kWh	Amount of electrical energy output from any PV inverters over the interval.

Solar Power Production	Float / Integer	kW	Electrical power output from any PV inverters over the interval.
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\*String assuming value is alphanumeric

BESS Operator or Aggregator’s telemetry must ensure data can be provided to the DERMS at 15 minutes intervals 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.

#### (Legacy Program Only) Passive Dispatch<sup>36</sup>

- **Notification:** For BESS systems receiving upfront incentives, the BESS Operator will implement the following dispatch schedule for the Customer’s BESS:
  - **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. System performance will be evaluated according to the Passive Dispatch Season Performance formula set forth in [Section 6.1.2](#).
- **Participation Term:** The Customer will participate in Passive Dispatch activities for the term of this agreement.

#### (Legacy Program and Construct 5) 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 10 requests from November through March<sup>37</sup>. The Active Dispatch event will be a maximum of 3 hours between the hours of 12 PM to 9 PM.

<sup>36</sup> Applies only when the Customer is requesting an Upfront Incentive, not to be confused with Enrollment Incentive.

<sup>37</sup> Legacy Active Dispatch will call 1-5 Winter events. Construct 5 Active Dispatch will call 1-10 Winter events.

- **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 Legacy 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 for all Customer Classes for the following reasons:
  - **Grid Safety and Reliability.** Critical system events that impact system voltage levels, system stability and safety, or distribution system events that are considered emergencies by the 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.
  - **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 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.

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## Section 6: Program Dispatch and Incentive Structure



On December 17, 2025, PURA directed the Program Administrators to eliminate Passive Dispatch from Energy Storage Solutions for new customers effective no later than April 1, 2026. **Please read this section carefully** and consider which Program design is in effect at the point of sale or the time of enrollment (Legacy Program or Construct 5). Visit [energystorageCT.com](http://energystorageCT.com) for the current Program status.

CGB will administer the Passive Dispatch declining-block Upfront Incentive (Legacy Program) and the Enrollment Incentive (Construct 5); and the EDCs will administer the Active Dispatch ongoing performance incentive (Legacy Program and Construct 5). To be eligible for Incentives, projects must meet the requirements defined in Section 4 on customer and technology eligibility. Additionally, to qualify for the Upfront Incentive, 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 Dispatch. Systems installed prior to January 1, 2022 are not eligible for the Upfront or Enrollment Incentives 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.

**Projects approved in Construct 5 on or after April 1, 2026 will not be enrolled in Passive Dispatch.**

### **Program Requirements (Legacy Program and Construct 5)**

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.

### **6.1. Customer Classifications**



Sec 6.1 applies to **both** Legacy Program customers **and** Construct 5 Customers.

**Legacy Program Residential Customers enrolled prior to April 1, 2026** (including Priority customers) are eligible for Upfront Incentives, administered by CGB, as defined in Table 8. The

residential Upfront Incentive structure follows a declining block structure with decreasing \$/kWh incentive offerings as Program participation meets stepped capacity milestones.

**Construct 5 Residential Customers enrolled on or after April 1, 2026** (including Priority customers) are eligible for Enrollment Incentives, administered by CGB, as defined in Table 9.

**Multifamily Affordable Housing (MFAH) Customers** that meet all qualifications are eligible for the Low-Income Residential incentive rate(s) applicable to the Program structure in effect at the time of application (Legacy Program or Construct 5) (See MFAH definition in Sec. 1 Glossary), which may also access the Grid-Edge adder, if applicable (See Table 8). 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 outage<sup>38</sup>. 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 8: Legacy Program Residential Customer Upfront Incentive (1/1/25 through 3/31/26)**

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

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

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

‡ 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.

**Table 9: Construct 5 Residential Customer Enrollment Incentive (Effective 4/1/26)**

Customer Category	Enrollment Incentive Rate*
Residential (Non-Grid Edge)	\$30/kWh
Residential (Grid Edge)	\$130/kWh

\*Enrollment incentives are defined based on rated energy capacity (kWh)

<sup>38</sup> This may be demonstrated through system design narrative in contract and/or in site plan and electrical drawings.

**Legacy Program Commercial Customers enrolled prior to April 1, 2026** (including Priority customers) are eligible for Upfront Incentives, administered by CGB as defined in Table 10. 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 10. An incentive calculator is available at [www.energystoragect.com/contractor-resources](http://www.energystoragect.com/contractor-resources).

**Construct 5 Commercial Customers enrolled on or after April 1, 2026** may be eligible for Enrollment Incentives, administered by the CGB as defined in Table 11.

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 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 10: CGB C&I Customer Upfront Incentive Structure (Tranche 3) (1/1/25 through 3/31/26)**

Capacity Block (MW)	Upfront Incentive (\$/kWh)*		
	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 calculated based on rated energy capacity (kWh).

**Table 11: CGB C&I Customer Enrollment Incentive Structure (Effective 4/1/26)**

Customer Category	Enrollment Incentive Rate*
Commercial (Non-Priority)	N/A
Commercial (Priority)	\$10/kWh

\*Enrollment incentives are calculated based on rated energy capacity (kWh)

In cases of mixed-use or where a customer’s classification as Residential, Commercial, or MFAH is not clear, the Program Administrators will use utility data or publicly available municipal data or contact the customer directly to make a determination. The Program Administrators will have final say in determining customer class.

### Priority Customer Designation

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 below<sup>39</sup>.

**Table 12: Legacy Program 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

### 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.

### Critical Facilities

As of January 1, 2024 Critical Facilities shall be defined by the revised definition according to Gen. Stat. § 16-243y(a)(2)<sup>40</sup>. EDCs will confirm applicant’s qualification as a critical facility as part of the application process.

### 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 F. 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.

### Small Business Customers

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

### Hybrid Incentives

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

<sup>39</sup> 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.

<sup>40</sup> 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>

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 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. Passive Dispatch



Sec 6.2 applies only to Legacy Program customers enrolled in Passive Dispatch.

CGB, in consultation with the EDCs, is responsible for developing the guidelines governing Passive Dispatch.<sup>41</sup> Legacy customers that received 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.<sup>42</sup> This requires setting the BESS to automatically store and dispatch energy through the BESS to reduce demand during summer peak periods (see Table 3). 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.<sup>43</sup> The conditions that allow for exemption will be detailed in separate Program materials as the factors affecting those conditions evolve.

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 and G) 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.

<sup>41</sup> Authority, Order No. 3 in Docket No. 21-08-05. “No later than October 1, 2021, the Program Administrators shall also develop and file for the Authority’s review and approval rules guiding the distribution of the upfront incentive payment to participating electric storage system owners in Docket No. 21-08-05 consistent with the direction provided in Section III.C.”

<sup>42</sup> If such customers seek to receive the upfront incentive and/or the upfront incentive adder.

<sup>43</sup> Unless exception is granted, as detailed in Sec. 4 (Customer Enrollment Process)

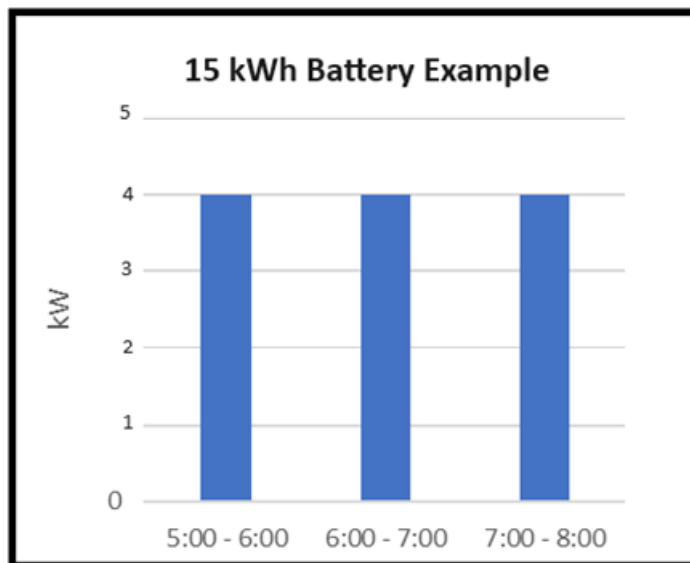
- During severe weather events as determined by the relevant EDC or by the BESS Operator, Aggregator, or OEM where there is a high likelihood of a grid outage

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 1: 15 kWh Battery Passive Dispatch**



### **6.2.1. Legacy 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. Participants who enroll partway 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 scored greater than 90% for the Passive Dispatch season.<sup>44</sup>

Passive Dispatch participants are expected to make all efforts to have their BESS perform in compliance with Passive Dispatch rules. Program Administrators may periodically audit BESS that consistently perform below expectations (whether or not they comply with the Passive Dispatch Season Performance calculation below) to ensure ratepayer benefits are maximized.

Table 13 [continued on the next page] describes the formula that will be used to determine each Legacy Participant's **Passive Dispatch Season Performance**.

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<sup>44</sup> Legacy Passive Dispatch Participants are expected to dispatch 80% of available energy over the 3-hour Passive Dispatch window as uniformly as possible in accordance with the Passive Dispatch Season Performance criteria.

**Table 13: Legacy Passive Dispatch Season Performance Formula**

Purpose	Formula Component
<p>To ensure participants 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 <sup>45</sup>.</p>	<p><math>\Sigma</math> (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))</p> <p>[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.]</p> <p style="text-align: center;">+</p>
<p>To fully incentivize peak reduction through Active Dispatch participation<sup>46</sup>.</p>	<p>(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)</p> <p style="text-align: center;">+</p>
<p>To ensure participants are not penalized for Passive events canceled by the Program Administrators.</p>	<p>(all Passive Dispatch hours cancelled by the Program Administrators that were not replaced by an Active Dispatch event)</p> <p style="text-align: center;">+</p>
<p>To prevent penalties for OEM-triggered storm events that are beyond the customer’s control, allowing system usage during power outages.</p>	<p>(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)</p> <p style="text-align: center;">/</p>
<p>To include all possible Passive Dispatch hours, if no events were canceled.</p>	<p>(total possible Passive Dispatch hours in a given season)</p>

<sup>45</sup> 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.

<sup>46</sup> 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 each Passive Dispatch hour in each season and is expressed mathematically below:

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

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:

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

*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 Fee<sup>47</sup> as follows:

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

For systems that are owned by the participant (i.e. not owned by a third party), the Program Administrators may first contact the BESS Operator or OEM to investigate the cause of noncompliance. The BESS Operator or OEM can opt to pay the Violation Fee on behalf of the participant, though it is not required. For systems that are owned by a third-party, the Program Administrators will contact the system owner directly.

In the event that Violation Fees are not paid as described above, available performance incentive payouts will be swept by CGB until the cost of the Violation Fee is recovered. If a clawback fee cannot be fully offset in the same Program year, the remaining amount shall roll forward to the next Program year and be deducted from any applicable performance incentives until the obligation is satisfied. If no performance incentive payouts are available to be swept or if a project's clawback fee remains unpaid after reasonable collection efforts through performance incentives over multiple Program years, the Authority may authorize direct collection from the system owner via outreach or legal means at a later date.

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<sup>47</sup> For legacy 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.

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 require review and approval from the Public Utilities Regulatory Authority (PURA). To facilitate this process, the Program Administrators must submit all recommended clawback fee waivers to PURA for approval annually by November 1.

Detailed examples of Passive Dispatch Season Performance and Violation Fees are provided at [www.energystorageCT.com/contractor-resources](http://www.energystorageCT.com/contractor-resources).

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

If a pattern of consistent non-performance of a particular BESS OEM, Operator, or Aggregator is identified, the Program Administrators will work with that party to improve performance. In the event that the OEM, Operator, or Aggregator is unable to improve performance due to technical issues, the Program Administrators reserve the right to suspend the OEM, Operator, or Aggregator per the process outlined in Section 4.

### 6.3. Calculation of Upfront Incentive



Sec 6.3 applies only to Legacy Program customers enrolling in Passive Dispatch.

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 **minimum** of the following three formulas:

- Residential Formula 1: BESS rated energy capacity (kWh) \* [Applicable \$/kWh rate at time of incentive application]<sup>48</sup>
- Residential Formula 2: 50% of BESS total installed cost
- Residential Formula 3: Maximum per-residential unit incentive of \$16,000<sup>49</sup>

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]<sup>50</sup>.
- 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. These examples assume Residential Step 1 incentive rates from Table 8 and Commercial & Industrial 0-50MW Capacity Block incentive rates from Table 10. 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 a 5 kW, 13.5 kWh battery with an installed cost of \$20,000, for a standard Residential Customer:

<sup>48</sup> kWh level as determined depending on the project type and incentive level as provided in Table 8.

<sup>49</sup> Residential Formula 3 does not apply to Multifamily Affordable Housing installations

<sup>50</sup> kWh level as determined depending on the project type and incentive level as provided in Table 10.

- 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.

**Example 4** – In the case of a 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 a 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 a 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 calculation<sup>51</sup> + 25% small business adder = \$741,406
- 50% of \$1,950,000, or \$975,000

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<sup>51</sup> Use current ESS Calculator available at [www.energystorageCT.com/contractor-resources](http://www.energystorageCT.com/contractor-resources) for a detailed breakdown of the tiered incentive calculation.

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

**Example 7** – In the case of a 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.

For Eligible BESS Equipment that was approved prior to the Passive Dispatch window changing from 5 hours to 3 hours, (“Legacy Eligible BESS Equipment”), customers may apply for a prorated upfront incentive that is calculated based on the portion of the BESS that can comply with the current Passive Dispatch rules.

**Example 8** – In the case of a 5 kW, 30 kWh battery for a residential customer, the battery is not capable of discharging 80% of its nameplate capacity in 3 hours for 90% seasonal participation due to the limitation of the inverter size. The customer may enroll **up to** 20.83 kWh of capacity:  $5 \text{ kW} * 3 \text{ hours} / 80\% \text{ discharge} / 90\% \text{ minimum participation} = 20.83$ .

This formula may also be stated as  $[\text{Inverter Size}] * 4.166$  for the minimum threshold of participation, or  $[\text{Inverter Size}] * 3.75$  to allow 10% buffer for missed Passive Dispatch events.

#### 6.4. Calculation of Enrollment Incentive (Effective 4/1/26)



Sec 6.4 applies only to Construct 5 customers enrolling on or after 4/1/26.

The calculation of the Enrollment Incentive is based on the nameplate energy capacity (kWh) of the BESS. Both residential and commercial Enrollment Incentives are calculated based on the following rates:

Customer Category	Enrollment Incentive Rate*
Residential (Non-Grid Edge)	\$30/kWh
Residential (Grid Edge)	\$130/kWh
Commercial (Non-Priority)	N/A
Commercial (Priority)	\$10/kWh

\*Enrollment incentives are defined based on rated energy capacity (kWh)

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 a 5 kW, 13.5 kWh battery for a standard non-grid edge residential customer:

- 13.5 kWh \* \$30

The customer would receive an upfront incentive of \$405.

**Example 2** - In the case of a 5 kW, 13.5 kWh battery for a grid edge residential customer:

- 13.5 kWh \* \$130

The customer would receive an upfront incentive of \$1,755.

**Example 3** - In the case of a 7 MW, 15 MWh battery for a grid edge commercial customer:

- 15,000 kWh \* \$10

The customer would receive an upfront incentive of \$150,000.

### 6.5. Active Dispatch



Sec 6.1 applies to both Legacy Program customers and Construct 5 Customers. Sec 6.5 applies to all customers enrolling in Energy Storage Solutions, including those enrolled after April 1, 2026.

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 14: Summer and Winter Active Dispatch Parameters**

	Summer	Winter
<b>Season Dates</b>	June 1 – September 30	November 1 – March 31
<b>Number of Events</b>	30-60	1-5 (Legacy) 1-10 (Construct 5)
<b>Event Duration</b>	1 - 3 hours	1 - 3 hours
<b>Timing</b>	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 15 and Table 16.

**Table 15: Active Dispatch Performance Incentive for Legacy Customers (1/1/22 – 3/31/26)**

BESS Performance Period	Years 1 – 5	Years 6 – 10
<b>Summer Performance Incentive (\$/kW)*</b>	\$200	\$115
<b>Winter Performance Incentive (\$/kW)*</b>	\$25	\$15

\*Applies equally to all customer types. 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.

**Table 16: Active Dispatch Performance Incentive for Construct 5 Customers (Effective 4/1/26)**

Customer Class	Years 1 – 5	Years 6 – 10
Small or Medium C&I	\$325/kW	\$175/kW
Large C&I	\$275/kW	\$175/kW
Standard Residential	\$300/kW	
Underserved Residential*	\$450/kW	
Low-Income Residential*	\$550/kW	
<p>*Applies based on Customer Class at the time of application. 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.</p> <p>**For Construct 5 customers choosing the biannual payment option, the annual performance incentives will be allocated 11% to winter dispatch and 89% to summer dispatch</p>		

Participating customers are eligible to receive performance incentives for the same BESS for up to 10 years. These 10 years of eligible performance incentives may be structured as one rate for 10 years, or 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. 3.6). 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. Systems built under the granted timeframe (if granted an extension per Sec. 3.6) may be immediately eligible to start their enrollment term upon successfully completing all required completion milestones. Systems that require longer than the granted timeframe of construction or those that do not meet the required milestones within the hold must re-apply to Energy Storage Solutions and will be reviewed under 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 missed events but will be allowed to earn performance on any remaining events of that season.

**Table 17: Project Application and Approval Timeline**

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)
Enrollment Start	The sooner of: 36 Months from Application approval or System ready for dispatch
Program Performance End	10 Years from Enrollment Start

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



Sec 6.6 applies to both Legacy Program customers and Construct 5 Customers.

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 participant 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 participant'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.

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, participants 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 participant 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 participant did not participate in 5 events. This could be due to many reasons such as the BESS not being installed until mid-season, participant opt-outs, or the Operator was unable to provide data. In all cases of non-participation, the participant is given 0 kW across those event hours. However, for the remaining event hours the participant 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. **For Construct 5 customers, the summer performance rate is equal to 89% of the approved Performance Rate.** The summer performance incentive will be calculated as  $\$200/\text{kW} \times 4.375 \text{ kW} = \$875$  (Legacy customer) or  $\$300/\text{kW} \times 4.375 \times 89\% = \$1,168$  (Construct 5),.

For Legacy customers or Construct 5 customers who elect for seasonal payments, the average season performance for winter events will be a separate incentive calculation using the same process, based on the winter performance rate. **For Construct 5 customers, the winter performance rate is equal to 11% of the approved Performance Rate.** If the participant in the example participates, as expected, at 5 kW for all winter events the Standard incentive would be calculated as:  $\$25/\text{kW} \times 5 \text{ kW} = \$125$  (Legacy) or  $\$300/\text{kW} \times 5\text{kW} \times 11\% = \$165$  (Construct 5). Over the course of both seasons this participant was able to earn  $\$875 + \$125 = \$1,000$  (Legacy) or  $\$1,168 + \$165 = \$1,333$  (Construct 5) in Active Dispatch performance incentives for the year.

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

### 6.7. Incentive Payment Process



Sec 6.7 applies to both Legacy Program customers and Construct 5 Customers.

CGB will administer all upfront or enrollment payment 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 (where applicable) 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. For legacy Passive Dispatch customers, the relevant EDC will issue the seasonal Active Performance payment after Passive Claw Back amounts are finalized and subtracted from the Active Performance payment due. New Construct 5 Customers or Legacy Passive Dispatch whose clawback obligations have been fully met will typically be paid within 6-8 weeks of the conclusion of the dispatch season.

### Upfront and Enrollment Incentive Payments

Upfront and Enrollment incentives are provided as upfront discounts reflected in the customer's purchase or lease agreement with their Contractor or TPO. CGB will disburse upfront incentive reimbursements to eligible Contractors or TPOs as indicated on the Application.

After incentive Reservation and once the system is installed and energized, Contractors and TPOs shall submit proof of project completion and interconnection through the Customer 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 (where applicable), and all applicable Program requirements have been met, the project will be eligible to have the Upfront or Enrollment Incentive reimbursed to the Contractor or TPO. CGB will process incentive 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 or Enrollment 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 Upfront and Enrollment Incentive payments will be made available by the Program Administrators in a separate document on the Energy Storage Solutions [website](#).

### **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 for all customers enrolled prior to April 1, 2026.

The relevant EDC will administer the incentive payments for summer and winter performance, as calculated in the “Incentive Rates and Average Performance” section. For legacy Passive Dispatch customers, the relevant EDC will issue the seasonal payment after Passive Claw Back amounts are finalized and subtracted from the Active Performance payment due. New Construct 5 Customers or Legacy Passive Dispatch whose clawback obligations have been fully met will typically be paid within two months of the conclusion of the dispatch season

Customers enrolling on or after April 1, 2026 will have the option to receive their performance incentive payments either annually or biannually at the point of program application. Customers who select the annual payment option will receive a single payment that combines both the winter and summer performance incentives. This payment will be issued within two months of the conclusion of the summer dispatch season. Customers who select the biannual payment option will receive two separate payments: one for the winter dispatch season and one for the summer dispatch season. Each payment will be issued within two months after the respective dispatch season concludes. The incentive rates are 11% (\$33/kW for Residential standard) for the winter dispatch season, and 89% (\$267/kW for Residential standard) for the summer dispatch season.

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.

### **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 performance incentive payments in part or in full to a TPO, vendor, financial institution, or other party as specified by the Customer. Customer must complete a Direct Payment Beneficiary Form, available in Appendix G or at [energystorageCT.com/contractor-resources](http://energystorageCT.com/contractor-resources).

### 6.8. Days for Dispatch Events



Sec 6.8 applies to **both** Legacy Program customers **and** Construct 5 Customers.

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 18: Holidays for Passive Dispatch Events**

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

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



Sec 6.9 applies to **both** Legacy Program customers **and** Construct 5 Customers.

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.

### 6.10. Performance Testing



Sec 6.10 applies to **both** Legacy Program customers **and** Construct 5 Customers.

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.

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## Section 7: Storage Configuration Considerations

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

Residential, commercial, and industrial customers and/or the corresponding TPO will be able retain capacity rights without the ability to monetize such rights (i.e., participation in the ISO-NE FCM) as the default Program arrangement. **However, for projects that applied for enrollment in ESS prior to January 1, 2023 and met one of four criteria as a Priority Customer at the time of application**, TPOs and C&I customers were permitted to request capacity rights in order to monetize storage assets into ISO-NE market programs.

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

### 7.2. ISO-NE Market Participation Verification Process

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

BESS participating in Energy Storage Solutions may participate in ISO-NE ancillary services market that allow participation by load reducers for the purposes of developing the load forecast used in calculating the Installed Capacity Requirement. Accordingly, such projects shall operate under the Passive Dispatch settings to the furthest possible extent but can override the baseline settings in order to satisfy any ISO-NE market requirements. Following each Passive and Active Dispatch season, individual battery owners or battery aggregators participating in FCM or ancillary services market, must submit a self-certification stating (1) whether they participated in ISO-NE markets, (2) which market(s) they participated in, (3) the days and hours of such participation, (4) the compensation received for each event; and (5) whether the compensation is from a third-party aggregator or directly from the market net of administrative fees. Program Administrators will work with EM&V Provider to confirm ISO-NE market participation by these assets, and the level of their participation, in order to better understand how such participation impacts the expected Program benefit-cost ratios and any implications for the Program's Active and Passive Dispatch settings.

### 7.3. Monetization of Capacity Rights

Only project owners as specified in Section 7.1 can monetize capacity rights in the ISO-New England Forward Capacity Markets via Forward Capacity Auctions (FCA), Annual Reconfiguration Auctions (ARA) or Monthly Reconfiguration Auctions (MRA).

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

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

## **7.4. Storage Configurations & Interconnection**

### **7.4.1. Renewable Energy Plus Storage**

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

### **7.4.2. Storage Only Systems**

Customers who do not have a renewable energy system but do have an energy storage system that charges from the grid may participate in Energy Storage Solutions. If the system will be running in parallel to the grid, it must go through the normal interconnection process with the 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**

### **8.1 Eligible Contractor and Third-Party Owner Responsibilities**

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

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## Appendix A: Eligible Equipment List

The most current Eligible Equipment List is available at [https://energystoragect.com/submitted\\_ess\\_system\\_status\\_list/](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.1: Residential Customer Terms and Conditions and Data Release (EnergyHub)

This document applies only to projects submitted through 3/31/2026

## 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 1<sup>st</sup> – September 30<sup>th</sup>; the Winter Program runs from November 1<sup>st</sup> – March 31<sup>st</sup>.]
- **“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](http://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, LICENSING, 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](http://www.energystorageCT.com).  
Contact information for Sponsor Parties and DER Vendor:

Contact information for **Program Administrators** and **Sponsor Parties**:

**Connecticut Green Bank**  
75 Charter Oak Ave., Suite 1-103  
Hartford, CT 06106  
(860) 563-0015  
[energystorage@ctgreenbank.com](mailto:energystorage@ctgreenbank.com)

**EnergyHub, Inc.**  
41 Flatbush Avenue, Suite 400A  
Brooklyn, NY 11217  
(718) 522-7051  
[info@energyhub.com](mailto:info@energyhub.com)

**Eversource Energy**  
107 Selden St., Berlin, CT 06037  
(800) 286-2000  
[energystoragesolutions@eversource.com](mailto:energystoragesolutions@eversource.com)

**DER VENDOR NAME**  
ADDRESS  
CITY STATE  
PHONE | EMAIL

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Customer Signature

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Customer Name

---

Date

## Appendix B.2: Residential Customer Terms and Conditions and Data Release (Uplight)

This document applies only to projects submitted through 3/31/2026



### ENERGY STORAGE SOLUTIONS

#### RESIDENTIAL CUSTOMER TERMS AND CONDITIONS and DATA RELEASE

Version 3/25/2025

**Welcome to the 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. You must have an installed and operational Battery Energy Storage System, 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. 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 Uplight, Inc., 2490 Junction Place, Suite 300, Boulder, CO 80301 (“**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 Uplight, Inc.
- “**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 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 1<sup>st</sup> – September 30<sup>th</sup>; the Winter Program runs from November 1<sup>st</sup> – March 31<sup>st</sup>.
- “**Program Administrators**” means Connecticut Green Bank, United Illuminating, and Sponsor, 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.
- “**Vendor Fee**” means 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.

**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 Events 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 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 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.energystorageCT.com](http://www.energystorageCT.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: <https://uplight.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, LICENSING, 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](http://www.energystorageCT.com). Details regarding specific pre-approved models and Vendor Fees are available at [https://energystoragect.com/submitted\\_ess\\_system\\_status\\_list/](https://energystoragect.com/submitted_ess_system_status_list/).

Contact information for **Program Administrators** and **Sponsor Parties**:

**Connecticut Green Bank**

75 Charter Oak Ave., Suite 1-103  
Hartford, CT 06106  
(860) 563-0015  
[energystorage@ctgreenbank.com](mailto:energystorage@ctgreenbank.com)

**Uplight, Inc.**

2490 Junction Place, Suite 300,  
Boulder, CO 80301  
(720) 921-2100  
[UI\\_ESS\\_support@uplight.com](mailto:UI_ESS_support@uplight.com)

**UI**

100 Marsh Hill Rd., Orange, CT 06477  
(800) 722-5584 [energystoragesolutions@uinet.com](mailto:energystoragesolutions@uinet.com)

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Customer Signature

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Customer Name

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Date

# Appendix B.3: Energy Storage Solutions Terms and Conditions and Data Release (for all customers enrolling in Construct 5)



## TERMS AND CONDITIONS and DATA RELEASE

for Residential and Commercial & Industrial customers to participate in

## ENERGY STORAGE SOLUTIONS

Version 4/1/2026

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

**Welcome to the 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 Incentive 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 Administrators via an Eligible Contractor or Eligible Third-Party Owner, or via Self-Enrollment where applicable. You must have an installed and operational Battery Energy Storage System (“**BESS**”) that is 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. 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. Program Administrators reserve the right in their 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 Incentive.**

**About the Program.** Energy Storage Solutions (“**Program**”) is a voluntary incentive program offered to residential and commercial customers of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) or The United Illuminating Company (UI) who install eligible BESS. The Program supports BESS connected to the electric distribution system that will provide benefits to the grid including ancillary services, peak shaving, support for the deployment of other distributed energy resources, and resilience. The Program was established by the Connecticut Public Utilities Regulatory Authority (“**PURA**”) through Docket No. 17-12-03RE03. Participants may qualify for Enrollment Incentives and ongoing Performance Incentives for their participation in the Program.

Applicants whose applications to participate in the Program are accepted by the Program Administrators (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms may receive an incentive or incentives, as set forth below (“**Incentive(s)**”), to be provided to you by Program Administrators. Incentive rates and amounts will be communicated to you via Reservation Letter. To receive the Incentive(s), 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 Incentive thereunder.

**Definitions.** In the context of these Terms,

- The Program is Administered by the Connecticut Green Bank, Eversource, and UI (collectively, “**Program Administrators**”)
- The Program is Provided by the Sponsors. “**Sponsor**” means:
  - **Uplight, Inc.**, 2490 Junction Place, Suite 300, Boulder, CO 80301 (for UI residential and all commercial customers) and
  - **EnergyHub, Inc.**, 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 (for Eversource residential customers)
- “**BESS**” means your battery energy storage system
- “**BESS Aggregator**” means the 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**” means the entity responsible for the coordination of the BESS participating in Dispatch Events within the Program
- “**Confirmation of Enrollment**” means a Letter issued via email communication by Connecticut Green Bank to you to formally confirm your enrollment in the Program, including the applicable incentive amounts and rates.
- “**DER**” means distributed energy resource
- “**DER Vendor**” means the entity that controls your BESS. This is typically the original equipment manufacturer (OEM) but may also be a **BESS Aggregator** or **BESS Operator**.
- “**Device**” means your BESS, which can be monitored and operated during the Program by DER Vendor’s network operations center.
- “**Dispatch 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 discharge or change its mode of operation, change device mode, setpoint, or other settings, as applicable.
- “**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. Eligible Third-Party Owners may be entitled to Incentives in lieu of the Participant.
- **“Enrollment Incentive”** means a one-time Incentive offered to eligible Participants or Eligible Third-Party Owners (where applicable) via an Eligible Contractor as an upfront cost reduction. Enrollment Incentives are calculated based on the energy capacity of the BESS. Current rates are posted at [energystorageCT.com/incentives](http://energystorageCT.com/incentives).
- **“FAA”** means the Federal Arbitration Act.
- **“Incentive”** means an incentive offered to you or an Eligible Third-Party Owner for participation in the Program as (1) a one-time Enrollment Incentive, (2) an ongoing Performance-Based Incentive, or (3) both.
- **“Participant”** means an applicant that has been accepted into the Program by the Program Administrators.
- **“Performance Incentive”** means an incentive paid to the Participant (or another party as designated by the Participant) on an annual basis following the Summer Season, or on a seasonal basis following the Summer and Winter Seasons based on performance in Program.
- **“Program”** means the Energy Storage Solutions Program. **“Program Data”** means data related to your identity, your Dispatch Event opt-in or opt- out status, your energy usage and/or energy production, your Program Administrator account, your electricity bill, and operational data about your Device(s).
- **“Program Manual”** means the Program Manual published by the Program Administrators at [energystorageCT.com/contractor-resources](http://energystorageCT.com/contractor-resources), as may be amended, supplemented, or otherwise modified from time to time.
- **“Program Period”** means the Participant’s ten-year enrollment term in the Program, as described in the Program Manual. The Summer Season runs from June 1<sup>st</sup> – September 30<sup>th</sup>; the Winter Season runs from November 1<sup>st</sup> – March 31<sup>st</sup>.
- **“Reservation Letter”** means a Letter issued via email communication by Connecticut Green Bank to you to reserve capacity in the Program, including the applicable incentive amounts and rates, for a project to participate in ESS.
- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Sponsor Parties”** means Sponsor, DER Vendor, and Program Administrators, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **“Terms”** means these Program Terms and Conditions.
- **“Vendor Fee”** means 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.

**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 Dispatch Events 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 Dispatch 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. See Privacy Notice below for further detail.

**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 Eversource or UI 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 Incentive; and
- Grant the Program Administrators the right to inspect the Device prior to the disbursement of any Incentive if you have opted into an inspection; and
- Remain in compliance with any Program requirements.

**Program Period.** The Program will run for the Program Period. You may request to be re-enrolled in subsequent Program Periods at the Program Administrators’ discretion, subject to the then-current Terms for the Program. You may unenroll from the Program at any time without penalty.

**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 “Dispatch Events.” Dispatch Events may signal the Device to discharge or change its mode of operation, change device mode, setpoint, or other settings. For certain types of services offered by the Sponsor Parties, a Dispatch Event may occur even if the Device is in any kind of hold mode at the start of the Dispatch Event. Participant may opt out of a current or future Dispatch Event at any time by directly adjusting the Device or contacting DER Vendor.

**How to Apply.** You can apply to participate in the Program through an Eligible Contractor or Eligible Third-Party Owner, or via your DER Vendor subject to availability. The Sponsor Parties may accept or reject your application based on your eligibility in their discretion and according to the then-current Program Manual, available at [www.energystorageCT.com/contractor-resources](http://www.energystorageCT.com/contractor-resources).

Upon acceptance of your application, you will receive a Reservation Letter via email communication from the Connecticut Green Bank. Upon completion of your enrollment, you will receive a Confirmation of Enrollment via email communication from the Connecticut Green Bank to confirm your enrollment in the Program.

**How to Withdraw.** Once you are accepted as a Participant in the Program, you may withdraw by emailing the Connecticut Green Bank at the contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you.

**Program Termination.** Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrators. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Incentive. 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 Incentive. In the event of such termination, DER Vendor may provide notice to you by email, and Sponsor may provide notice at [www.energystorageCT.com](http://www.energystorageCT.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 Incentive 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. Sponsors' privacy policies are located at: [energyhub.com/privacy-policy](http://energyhub.com/privacy-policy); [uplight.com/privacy-policy](http://uplight.com/privacy-policy); [eversource.com/residential/about/privacy-policy](http://eversource.com/residential/about/privacy-policy); [uinet.com/privacy-notice](http://uinet.com/privacy-notice); [ctgreenbank.com/privacy-policy/](http://ctgreenbank.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 INCENTIVE, (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 ELIGIBLE CONTRACTOR, ELIGIBLE THIRD-PARTY OWNER, OR DER VENDOR, OR (X) ANY DESIGN, ENGINEERING, CONSTRUCTION, PERMITTING, LICENSING, 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 INCENTIVE 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 an Incentive. 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 constitute 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, including contact information for Eligible Contractors, Eligible Third-Party Owners, BESS Aggregators, BESS Operators, and Eligible Equipment providers are available at [www.energystorageCT.com](http://www.energystorageCT.com). Details regarding specific pre-approved BESS models and Vendor Fees are available at [energystoragect.com/submitted\\_ess\\_system\\_status\\_list/](http://energystoragect.com/submitted_ess_system_status_list/).

*Continued on next page*

Contact information for **Program Administrators** and **Sponsor Parties**:

**PROGRAM ADMINISTRATORS**

**Connecticut Green Bank**  
75 Charter Oak Ave., Suite 1-103  
Hartford, CT 06106  
(860) 563-0015  
[energystorage@ctgreenbank.com](mailto:energystorage@ctgreenbank.com)

**Eversource Energy**  
107 Selden St., Berlin, CT 06037  
(800) 286-2000  
[energystoragesolutions@eversource.com](mailto:energystoragesolutions@eversource.com)

**UI**  
100 Marsh Hill Rd., Orange, CT 06477  
(800) 722-5584  
[energystoragesolutions@uinet.com](mailto:energystoragesolutions@uinet.com)

**SPONSOR PARTIES**

**EnergyHub, Inc.** (For Eversource Residential Customers)  
41 Flatbush Avenue, Suite 400A  
Brooklyn, NY 11217  
(718) 522-7051  
[info@energyhub.com](mailto:info@energyhub.com)

**Uplight, Inc.** (For UI Residential Customers and all Commercial Customers)  
2490 Junction Place, Suite 300,  
Boulder, CO 80301  
(720) 921-2100  
[UI\\_ESS\\_support@uplight.com](mailto:UI_ESS_support@uplight.com)

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Customer Signature

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Customer Name

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Date

## Appendix C: New Technology Application



# NEW TECHNOLOGY APPLICATION

**Version January 27, 2026**

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 complete Battery Energy Storage Systems (BESS<sup>52</sup>) 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 Energy Storage Solutions for qualified customers. See the current Program Manual for more information, available at [energystorageCT.com/contractor-resources](http://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/](http://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)<sup>53</sup>, where applicable.** The following UL listings are required for Eligible Equipment status:

- UL 1973
- UL 1741 SA (with reference to IEEE 1547-2018 2nd ed.)
- UL 9540<sup>54</sup>
- Additional UL certifications relevant to technology

3. **Obtain and attach all product data specification sheets, where applicable. Obtain and attach documentation of any processes for customer lead applications through a OEM, BESS Operator, or Aggregator app.**

4. **Submit the Application and supporting documents** at <https://energystoragect.com/technology-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.**

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<sup>52</sup> See definition in Section 6 – Glossary of Terms

<sup>53</sup> Program Administrators reserve the right to request additional and new certifications as they become available in the markets. All certifications must be current.

<sup>54</sup> 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 COMPANY INFORMATION			
Applicant Company Name			
Applicant Contact Name			
Applicant Company Address			
		<i>Street, City, State, Zip</i>	
Contact Phone		Contact Email	
Target Customer Class	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial & Industrial (C&I) <input type="checkbox"/> Both		
What is Applicant Company's role in deploying BESS? (Select all that apply)			
<input type="checkbox"/> BESS Aggregator <input type="checkbox"/> BESS Operator <input type="checkbox"/> BESS OEM <input type="checkbox"/> Inverter OEM <input type="checkbox"/> Battery OEM <input type="checkbox"/> Other (describe)			
Other role:			
Applicant Company Description			

### 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 Power (kW)			
Battery Nameplate Energy Capacity (kWh)			
Battery Maximum Continuous Discharge Rate (kW)			
Battery Nominal Voltage (VAC)			
Battery Round Trip Efficiency (%)			
Battery Warranty Term (Years)			
Battery model(s) certified to UL 1973?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, expected date:	
Battery model(s) commercially available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, expected date	
Additional notes (if applicable)			

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

INVERTER INFORMATION			
Inverter and Battery are integrated as a single model		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Inverter Manufacturer Company Name			
Contact Name			
Contact Email			
Contact Phone			
Inverter Model(s)			
Inverter Nameplate Power (kW)			
Inverter Phase		<input type="checkbox"/> Single Phase <input type="checkbox"/> Multi Phase	
Inverter Output Voltage (V)			
Inverter Maximum Continuous Current (A)			
Inverter Maximum Continuous Power (VA)			
Inverter Warranty Term (Years)			
Inverter model(s) received UL 1741 SA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, expected date:	
Inverter model(s) commercially available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, expected 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.<sup>55</sup>

BESS INFORMATION	
BESS is certified to UL 9540?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 INFORMATION	
BESS Operator or Aggregator Company Name	
Contact Name	
Contact Email	
Please list all <b>complete</b> DERMS integrations	<b>Communication Protocol</b>
<i>Ex: EnergyHub</i>	<i>Ex: OpenADR</i>

<sup>55</sup> 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.

Does BESS Operator, Aggregator, or other party charge a Vendor Fee <sup>56</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe fee and structure:	

COMMUNICATION CRITERIA	
1. Can the BESS Operator or Aggregator receive a control signal from a DERMS and pass that control signal to the BESS at the customer site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Can the BESS Operator or Aggregator communicate customer name, site address, utility account number, battery OEM, device universal unique identifier (UUID), and BESS kW and kWh capacities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. As part of the control signal, can the BESS Operator or Aggregator communicate start time, end time, and magnitude of discharge on a per-event basis for each BESS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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?)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. If you answered Yes to 4 above, describe outage protection mode:	

<sup>56</sup> See definition in Section 6 – Glossary of Terms



<b>TELEMETRY REQUIREMENTS</b>	
1. Does the BESS Operator or Aggregator maintain cloud storage of telemetry data?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	
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. Note that Passive Dispatch and the associated upfront incentives will no longer be available after April 1<sup>st</sup>, 2026.

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.	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> 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](mailto:energystorage@ctgreenbank.com) with any questions or concerns.



## Section 6 – Glossary of Terms

TERM	DEFINITION
<b>Active Dispatch</b>	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.
<b>API</b>	Application Programming Interface, which is a software intermediary that allows two applications to talk to each other
<b>Eligible Equipment List</b>	The Eligible Equipment List includes equipment that 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)
<b>BESS</b>	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.
<b>BESS Aggregator</b>	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.
<b>BESS Operator</b>	Entity responsible for the coordination of the BESS participating in dispatch events within the Program
<b>DERMS</b>	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.
<b>EDCs</b>	Electric Distribution Companies (Eversource Energy and The United Illuminating)
<b>OpenADR</b>	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
<b>Passive Dispatch</b>	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 <a href="http://energystorageCT.com">energystorageCT.com</a> for complete schedule.
<b>Program</b>	Energy Storage Solutions is a program offered through the Program Administrators
<b>Program Administrators</b>	Collectively the Connecticut Green Bank, Eversource Energy, and The United Illuminating Company

<b>Round Trip Efficiency</b>	Round-trip efficiency is the percentage of electricity that can be put into storage and later retrieved
<b>UL 1741 SA</b>	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
<b>UL 1973</b>	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.
<b>UL 9540</b>	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. <b>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.</b>
<b>Vendor Fee</b>	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 D: Ownership Transfer Enrollment Form



### Ownership Transfer Form

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

First Name \*

Last Name \*

Phone \*

Email \*

Address Line 1 \*

Address Line 2

City \*

State \*

Postal Code \*

Utility Company \*

- Eversource
- United Illuminating

Utility Account Number \*

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

Submit

Contact Information

# Appendix E: 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 F: 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 Contact**

Provide the contact information for the party responsible for decommissioning:

Contact Full Name \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Email \_\_\_\_\_

Address Line 1 \_\_\_\_\_ Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**Check below:**

- I attest that the fossil fuel generator described above will be fully decommissioned and not resold or redeployed.
- I attest that I will make reasonable effort to ensure that materials are recycled or safely disposed of, and that any hazardous materials (i.e.: fuel, e-waste) are disposed of in accordance with all applicable laws and environmental regulations.
- I attest that I will provide the Program Administrators (via the Eligible Contractor or Third-Party Owner) with documentation confirming the decommissioning and safe disposal of the fossil fuel generator, including but not limited to photographs, inspection reports, invoices, and/or receipts.

**Upfront Incentive funds will not be disbursed to the Eligible Contractor or Third-Party Owner until complete documentation of decommissioning has been demonstrated to the Program Administrators.**

Customer Signature \_\_\_\_\_

Customer Contact Full Name \_\_\_\_\_

Customer Company \_\_\_\_\_

# Appendix G: Direct Payment Beneficiary Form



## Direct Payment Beneficiary Form

### For Energy Storage Solutions Performance Incentives

By default, eligible seasonal Active Dispatch Performance Incentives earned by Battery Energy Storage Systems (BESS) participating in Energy Storage Solutions are paid to the utility account holder associated with the BESS. Alternatively, customers may direct Performance Incentives to another party as stated below.

This form is optional and should **only** be completed by Energy Storage Solutions customers who wish to designate a portion or all of their Energy Storage Solutions Active Dispatch Performance Incentives to another party.

Eversource or United Illuminating will direct the seasonal Active Dispatch Performance Incentives earned by your Battery Energy Storage System (BESS) based on the information entered below.

\*All Fields are Required

HOST CUSTOMER	
Host Customer First Name	
Host Customer Last Name	
Host Customer Address Line 1	
Host Customer Address Line 2	
Host Customer City / State / Zip	
Host Customer Utility	<input type="checkbox"/> Eversource <input type="checkbox"/> UI
Host Customer Utility Account Holder Name	
Host Customer Utility Account Number	

PAYMENT BENEFICIARY	
Payment Beneficiary Type (Select One)	<input type="checkbox"/> Third-Party System Owner <input type="checkbox"/> Financial Institution <input type="checkbox"/> Other: _____
Payment Beneficiary Company Name	
Payment Beneficiary Address	
Payment Beneficiary City/State/Zip	
Payment Beneficiary Phone	
Payment Beneficiary Email	
Has a W-9 Form for this Payment Beneficiary been provided previously?	<input type="checkbox"/> Yes <input type="checkbox"/> No

By completing and signing this form, Host Customer consents that:

**HOST CUSTOMER WILL RECEIVE \_\_\_% OF SEASONAL PERFORMANCE INCENTIVE PAYMENTS**

**PAYMENT BENEFICIARY WILL RECEIVE \_\_\_% OF SEASONAL PERFORMANCE INCENTIVE PAYMENTS**

**PAYMENTS WILL BE MADE (CHECK ONE): \_\_\_ ONCE ANNUALLY \_\_\_ TWICE ANNUALLY**

**Host Customer Signature** \_\_\_\_\_

**Host Customer Full Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Payment Beneficiary Representative signature is not required unless box below is checked.**

Check this box **only** if Host Customer is changing Seasonal Performance Incentive Payment percentages from a previous submission. Payment Beneficiary Representative signature is required **only** if this form is being resubmitted to modify a previously submitted version.

**Payment Beneficiary Representative Signature** \_\_\_\_\_

**Payment Beneficiary Representative Full Name** \_\_\_\_\_

**Date** \_\_\_\_\_