AVAILABILITY AND APPLICABILITY

This tariff provides for the long-term contractual purchase of renewable energy credits produced by small, customer-side Class I distributed generation projects that emit no pollutants and serve the Company’s distribution system, pursuant to Connecticut General Statutes §16-244r and §16-244s, respectively. This tariff also provides for the recovery of costs associated with such contracts.

Service under this tariff is available to owners or Authorized Developers of ZREC Projects that have a total installed capacity of less than or equal to one hundred kilowatts (measured in kW AC) and are placed in service on or after July 1, 2011. ZREC Project size will be determined by summing the nameplate capacities of the individual units in the ZREC Project. Each ZREC Project must be electrically interconnected to and metered by the Company through a single point of service. In order to qualify for payments pursuant to this tariff, an owner or Authorized Developer must meet the eligibility requirements provided herein, and in the Terms and Conditions, and must enter into a Service Agreement with the Company. Availability of service under this tariff in any given year is limited to maximum annual funding available for ZREC Projects, as determined by the Company.

A distribution Customer on whose site a ZREC Project is located shall remain responsible for satisfying all requirements associated with electric service to their service location pursuant to their applicable electric service tariff. An owner or Authorized Developer who elects to take service under this tariff shall remain responsible for satisfying all requirements of this tariff, including any attachments and addenda hereto.

DEFINITIONS

As used throughout this tariff, the following terms shall have the definitions set forth in this Definitions section. Capitalized terms used but not defined in this Definitions section shall have the meanings set forth in Attachment 2 hereto, the Terms and Conditions.

Agreement shall mean a Small Class I Zero Emission Project Tariff contract executed between Buyer and Seller (using the standard form of Service Agreement as defined below) in accordance with Conn. Gen. Stat. §16-244r and §16-244s, respectively, and includes this Small Class I Zero Emission Project Tariff and any attachments and addenda hereto.

Applicants shall mean owners or developers of a ZREC Project seeking to receive payments for ZREC’s pursuant to this tariff.
Authority shall mean the Connecticut Public Utilities Regulatory Authority or any successor thereto.

Buyer shall mean The Connecticut Light and Power Company, dba Eversource Energy.


Customer shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Delivery Service at a Customer Delivery Point and who is a Customer of record of the Company.

Seller shall mean an owner or Authorized Developer who is eligible to receive ZREC payments pursuant to an executed Service Agreement.

Service Agreement shall mean a long-term contract between a ZREC Project owner or Authorized Developer and the Company for the purchase of ZRECs produced by such ZREC Project. A standard form of Service Agreement, as provided in Attachment 1 to this tariff, is required to be executed to effect all transactions under this tariff.

Terms and Conditions shall mean the Terms and Conditions provided as Attachment 2 to this tariff. Such Terms and Conditions shall be a part of this tariff and shall apply to the sale and purchase of ZREC’s pursuant to an executed Service Agreement.

APPLICATION AND QUALIFICATION FOR SERVICE

Applicants shall be required to submit a request to the Company in writing and must enter into a Service Agreement with the Company in order to receive payments under this tariff. All such requests shall be made by submitting a standard application to the Company. The Company will make the form of application available on its website. Acceptance for enrollment under this tariff is subject to fulfillment of all Prerequisites for Purchases, including applicable Performance Assurance, metering and interconnection requirements, and Maximum Annual Quantity limits pursuant to the Terms and Conditions. The Company will calculate the Maximum Annual Quantity of ZRECs for each Service Agreement using the methodology from its most recent request for proposals for ZREC contracts of over 100 kW. Acceptance is also subject to availability of funding for ZREC Projects as determined by the Company.

Only one ZREC Project located behind a distribution Customer meter may qualify under this tariff in any calendar year, and projects larger than 100 kW may not be divided among multiple applications for service under this tariff. Pursuant to Section 2(f) of Public Act 15-194, “Any customer of an Electric Distribution Company that is eligible for the residential solar investment program shall not be eligible for small zero-emission renewable energy credits pursuant to section 16-244s.” For facilities built prior to July 1, 2011, which have been uprated with new production equipment (i.e., new solar panels, turbines, etc.) installed on or after July 1, 2011, the
new incremental production equipment may be eligible to the extent that it has its own REC Meter, and so long as the incremental installation meets all of the eligibility criteria of this tariff.

RATES AND TERM

Pursuant to Conn. Gen. Stat. §16-244s(b), the ZRECs produced by ZREC Projects transferred to the Company by Sellers for payment under an executed Service Agreement are eligible to receive the prevailing approved ZREC offer price equivalent to (i) the weighted average accepted bid price in the most recent solicitation for systems greater than one hundred kilowatts but less than two hundred fifty kilowatts, plus (ii) ten percent, subject to a cap of $126.00. The specific rate for payment of ZRECs produced by a ZREC Project shall be specified in the Service Agreement at the time the Service Agreement for such ZREC Project is executed, and shall equal the prevailing Small ZREC Payment Rate as specified below. Once the Service Agreement is executed the payment rate for ZRECs will not change for the Term of the Service Agreement.

Small ZREC Payment Rate:

| PRICE PER ZREC | $93.18 |

The Delivery Term for the sale and purchase of ZRECs pursuant to each such Service Agreement shall commence on the Delivery Term Start Date of that Service Agreement and continue for a period of fifteen (15) years, as provided in the Terms and Conditions. Payment for ZRECs transferred by Seller to the Company under such Service Agreement shall be made at the price specified in the Service Agreement, in accordance with the Billing and Payment provisions of the Terms and Conditions.

COST RECOVERY

The recovery of any costs and fees associated with ZREC procurement under this tariff shall be included as part of the Company’s Nonbypassable Federally Mandated Congestion Charge (“NBFMCC”) rate. The Company shall submit such costs and fees, and any reconciliation thereof, to the Authority for review and approval as part of its semi-annual NBFMCC filing.