

Standard Terms and Conditions – CCEF-PV-04-003

1. Recitals

- (a) Eligible Installers are those installation firms that are approved by CCEF under their RFP# CCEF-PV-04-003 and listed on CCEF's website at www.ctcleanenergy.com
- (b) Eligible customers are owners of 1- to 4-family residences in Connecticut.

2. Rebates

- (a) Subject to these Terms and Conditions, the Connecticut Clean Energy Fund ("CCEF") will pay rebates to Eligible Installers for the installation of new, approved, grid-connected photovoltaic ("PV") systems on Connecticut residences. Rebates are only available through Eligible Installers and rebates must be passed on, in full, to customers. Eligible Installers may not require customers to pay the full costs and then wait for reimbursement from CCEF.
- (b) CCEF retains the right to decline to pay rebates if CCEF determines that the PV system is not installed in a manner consistent with this program, the manufacturers' instructions, and/or generally accepted solar electrical practices.
- (c) Notwithstanding any other provision of these Terms and Conditions, CCEF reserves the right to seek a refund for rebates paid if, at any time, it learns that the approved PV system was not installed as required under this program, or if a system was installed prior to CCEF approval of a rebate application. The Eligible Installer agrees that all systems are to be installed in accordance with sound and currently accepted industry standards and practices.
- (d) CCEF shall pay the approved rebate for an approved system, upon receiving proof that all approved system components and equipment have been delivered to a customer's site and the PV system is successfully operating, interconnected, and approved by the utility, inspected and approved by all authorities having jurisdiction and/or after a CCEF system inspection to verify whether a system is properly installed.
- (e) If all the system components are not delivered to the customer's site and commissioned within 90 (ninety) days of approval of the rebate, the reservation will be revoked and become void. Exceptions may be made on a limited, case-by-case basis.
- (f) CCEF reserves the right, for any reason, to stop approving Rebate Application Forms at any time without notice.
- (g) Rebates are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF that a rebate has been reserved for that particular installation.
- (h) CCEF reserves the right, for any reason, to reduce the rebates for systems being offered under the program, at any time, through written notice to Eligible Installers. Any reduction in rebate levels will not affect rebates or rebate reservations already approved by CCEF.

3. Pre-Installation Verification

The Eligible Installer must conduct a proper site evaluation to determine the feasibility of installing an end-use PV system on the customer's home before submitting a Rebate Application.

4. Sub-contractors

All subcontractors of the Eligible Installer are responsible for adhering to the program Terms and Conditions.

5. Customer Purchase Agreement

Rebates will only be approved for Rebate Application Forms that include a Customer Purchase Agreement acceptable to CCEF that is signed by the Eligible Installer and the customer. A Customer Purchase Agreement must include at a minimum the following:

- System information, including: installation location, a description, including an electrical schematic, of the system being purchased and an outline of system specifications, the make and model of major

system components, an estimate of annual energy output, data collection responsibilities, warranty provisions, identification and location of easy-to-read meter, references to UL listing, etc.;

- Cost analysis, including: total system and itemized costs (including a breakdown of system hardware costs that clearly indicates customer costs for all panels, inverters, and other components, labor charges and associated fees), applicable rebates, and payment schedule;
- A provision stating that 100% of CCEF's rebate will be passed on to the customer;
- A provision giving CCEF the right to inspect the system;
- A provision requiring the customer to collaborate with CCEF should they prepare any press release or plan any news conference related to the PV system.
- The following language, "Neither CCEF, Connecticut Innovations, Inc., nor the State of Connecticut: (1) endorses the workmanship of any Eligible Installer; nor (2) guaranties, warranties, or in any way represents or assumes liability for any work proposed or carried out by an Eligible Installer. Additionally, CCEF is not responsible for assuring that the design, engineering and construction of the project or installation of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. CCEF does not make any representations of any kind regarding the results to be achieved by the PV system or the adequacy or safety of such measures."
- Notification that CCEF will not make any payments without proof that all required permits and approvals have been obtained.

6. Cost of Equipment

The Eligible Installer shall provide CCEF with copies of all invoices (including all materials, labor, and equipment costs) reflecting the total costs of purchasing the PV systems in the project (including the rebate). The invoices shall include a breakdown of all PV system components purchased for installation under these terms and conditions. In addition, CCEF may request any other reasonable documentation or verification of the cost to the customer of purchasing and installing the PV System.

7. System Output, Orientation, and Shading Analysis

The Eligible Installer shall prepare an estimate of annual output using the Clean Power Estimator or a similar tool acceptable to CCEF. An orientation and shading analysis must also be completed and included as part of a Rebate Application Form.

8. Hardware Criteria

- a) All systems must be new and grid-tied. Rebates are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF that a rebate has been reserved for that particular installation. CCEF will consider expansion of existing systems on a case-by-case basis.
- b) All PV systems must be covered by a 5-year full warranty to the purchaser of the PV system. The warranty must cover all components of the generating system against breakdown or degradation in electrical output of not more than ten percent from their original rated electrical output. The warranty shall cover the full costs, including labor and repair or replacement of defective components or systems. PV panels must have a 20-year warranty.
- c) All modules and inverters must be approved by the California Energy Commission for the California Emerging Renewable Buy-Down program or the Florida Solar Energy Center. The approved lists can be found at www.consumerenergycenter.com/erprebate/equipment.html and www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm
- d) Metering equipment must satisfy the local distribution company's interconnection requirements and must have the capability to display the cumulative energy production of the system in kWh units. This capability may be satisfied either by the inverter (having data logging capability) or by other metering configurations. Each PV system must include, at a minimum, a register kilowatt-hour meter or an "easy read meter" to read total energy output and a digital indication of power output to show instantaneous system output in kilowatts. The meter must have an accuracy of +/- 5% and certificate of compliance from the manufacturer. Meter readings must be conducted by the Eligible Installer or customer at least two times per year for two years and energy production data submitted to CCEF two times per year, for two years for each installed system. This provision for meter readings and submission of data must be included

in a Customer Purchase Agreement outlining who (the customer or the Eligible Installer) is responsible for data collection and reporting to CCEF.

e) All systems, system components, and installations must comply with all applicable laws, regulations, codes, licensing permit and inspection requirements including, but not limited to, the Connecticut Building Code, the National Electric Code, and all applicable state, city, town, or local ordinances or permit requirements. All components must be UL Listed (or equivalent) where applicable.

9. Interconnection

The Eligible Installer will be required to ensure that all approved PV systems that are designed to be interconnected to the electric grid are in compliance with all interconnection requirements of the applicable utilities and all regulatory authorities.

10. Installation Site Visit / Inspections

(a) CCEF and/or their authorized representatives have the right to make a reasonable number of visits to the customer site during and after installation of the PV system, up to 12 months following the completion date of the project to verify program compliance. Such visit(s) will be at a time convenient to the customer. This provision for site inspections by CCEF must be included in the Customer Purchase Agreement.

11. Limited Scope of Review

The scope of review by CCEF of the installation of the PV systems is limited solely to determining whether program terms, conditions, and requirements have been met. It does not include any type of safety review.

12. Title to Equipment

Title to all of the equipment purchased under this program shall vest with the customer purchasing the PV system unless otherwise authorized and approved by CCEF.

13. Indemnification

The Eligible Installer shall protect, indemnify, and hold harmless CCEF, Connecticut Innovations, Inc. ("CI"), and the State of Connecticut from and against, all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against CCEF, CI, or the State of Connecticut resulting from, arising out of or relating to the performance of these Terms and Conditions. The obligations of the Eligible Installer under this section shall survive any expiration or termination of these Terms and Conditions, and shall not be limited by any enumeration herein of required insurance coverage.

14. Insurance

(a) The Eligible Installer, at no additional cost to CCEF, shall maintain or cause to be maintained throughout the term of this program, insurance of the types and in the amounts specified in Section 14(b) of these Terms and Conditions. All such insurance shall be evidenced by insurance policies, each of which shall: (1) name or be endorsed to cover the Eligible Installer as the insured, and CCEF and the State of Connecticut as additional insureds; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by CCEF of written notice thereof; and (3) be reasonably satisfactory to CCEF in all other respects.

(b) The types and amounts of insurance required to be maintained are as follows: (1) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of these Terms and Conditions, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and (2) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Eligible Installer for bodily injury liability, including death and property damage, incurred in connection with the performance of these Terms and Conditions, with minimum limits of \$500,000 in respect of claims arising out of personal injury, or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$500,000 in respect of claims arising out of property damage in any one accident or disaster.

(c) Upon notice of being accepted as an Eligible Installer, prior to commencing any PV installations, the Eligible Installer shall deliver to CCEF certificates of insurance issued by the respective insurers, evidencing the insurance required in Section 14(b) and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to CCEF. In the event any policy furnished or carried pursuant to these Terms and Conditions will expire on a date prior to the installation of a PV system, the Eligible Installer, not less than 15 days prior to such expiration date, shall deliver to CCEF certificates of insurance evidencing the renewal of such policies, and the Eligible Installer shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect CCEF hereunder, or if deemed necessary by CCEF due to events rendering a review necessary, upon request the Eligible Installer shall deliver to CCEF a certified copy of each policy.

15. Publicity

(a) Eligible Installers shall collaborate with CCEF to prepare any press release and to plan for any news conference concerning PV systems installed in this program or any CCEF program information. In addition, the Contractor shall notify CCEF regarding any media interview in which PV systems installed in this program or any CCEF program information are referred to or discussed.

(b) Commercial promotional materials, advertisements, and informational brochures produced by the Contractor shall credit CCEF and shall be submitted to CCEF for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by CCEF, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit. Such approvals shall not be unreasonably withheld, and in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. If CCEF and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

(c) An Eligible Installer may post only the following information about CCEF-PV-04-001 on its website:

The Connecticut Clean Energy Fund (CCEF) is providing rebates of \$5.00 per watt (maximum \$25,000) for the installation of approved, grid-connected, PV systems. Under the CCEF program, cash Rebates are only available for PV systems purchased through an Eligible Installer. As an Eligible Installer, *(Insert Eligible Installer's company name)* is authorized to apply for rebates for approved systems on Connecticut residences.

For more information about this program visit www.ctcleanenergy.com *(Set up link so it goes right to Solar Photovoltaics page.)* You can also call 1-860-563-0015 and ask about CCEF's residential PV rebate program.

16. Termination

These Terms and Conditions may be terminated by CCEF at any time with or without cause, upon 30 days prior written notice to the Eligible Installer. In such event, rebates shall be paid to the Eligible Installer for approved installations prior to the effective date of termination. Upon receipt of any such notice of termination, the Eligible Installer shall not submit any additional Rebate Application Forms.

17. Changes in the Program

The program and these Terms and Conditions may be changed by CCEF at any time without notice. However, approved applications will be processed to completion under the Terms and Conditions in effect at the time of the approval by CCEF.

18. Release by the Eligible Installer

The acceptance by the Eligible Installer of final payment shall release CCEF from all claims and liability that the Eligible Installer might otherwise have relating to these Terms and Conditions.

19. Miscellaneous

(a) These Terms and Conditions and the RFP# CCEF-PV-04-003, which is hereby incorporated by reference, are the entire Agreement between the parties and supersede all other communications and

representations. If and to the extent there is a conflict between these Terms and Conditions and the RFP, these Terms and Conditions will prevail.

(b) If either CCEF or the Applicant desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

(c) The Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to its conflicts of laws principles.

(d) It is expressly understood and agreed that CI is not acting in its individual capacity, and no obligation of CCEF under these Terms and Conditions shall be an obligation of CI individually or of its directors, officers, employees or agents, and there shall be no recourse or claim under these Terms and Conditions against CI or any such person individually in an circumstances.

(e) The total rebates paid under these Standard Terms and Conditions shall not exceed \$500,000 to any one Eligible Installer in any calendar or fiscal year. If it appears likely that this event will occur, the Standard Terms and Conditions shall be amended to include a signed gift affidavit as per Public Act 04-245.

I certify that I am, or am authorized to act on behalf of, the Applicant, and I certify that all information provided in this application, including any attachments, is true and correct to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to CCEF and to verify individual PV system eligibility. I have read and understand the above Terms and Conditions and agree on behalf of the Applicant to abide by them.

Applicant Signature _____ Date _____

Print Name and Title _____