
This Connecticut Green Bank Residential Solar Investment Program (RSIP) and Residential Solar Investment Program Extension (RSIP-E) Terms and Conditions Agreement is expressly incorporated into the residential solar PV contract/lease/power purchase agreement between the homeowner and the RSIP and/or RSIP-E Eligible Contractor (Contractor) or Third-Party PV System Owner (System Owner). This Terms and Conditions Agreement must be signed by all Homeowners participating in the RSIP and/or RSIP-E. This Terms and Conditions Agreement replaces any RSIP Terms and Conditions Agreement with an earlier version date included in the contract/lease/power purchase agreement. In the event of any conflict between this Terms and Conditions Agreement and any terms and conditions agreed to by the Homeowner, this Terms and Conditions Agreement shall control.

Residential Solar Investment Program (RSIP) and Residential Solar Incentive Program Extension (RSIP-E) Terms and Conditions Agreement

Version 10/19/2020

The RSIP and/or RSIP-E Eligible Contractor (Contractor) or Third-Party PV System Owner (System Owner) agrees to and will incorporate the following terms into each agreement / lease / power purchase agreement (PPA) between the Contractor and Homeowner and/or System Owner if an RSIP and/or RSIP-E incentive is requested, and will ensure that Homeowner provides signature as proof of agreement to these terms:

1. Neither the Connecticut Green Bank (Green Bank) 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 Green Bank is not responsible for assuring the design, engineering, and construction of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. The Green Bank does 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 Homeowner 100% of the Green Bank Expected Performance Based Buydown (EPBB) as an up-front reduction in the total price of the solar photovoltaic (PV) system.
3. Contractor and/or System Owner and Homeowner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the PV installation prior to EPBB or PBI disbursement.
4. No PV system receiving an EPBB or PBI shall be removed from the State of Connecticut for the useful life of the PV system.
5. The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the PV system during its useful life, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, capacity rights and all other types of tradable project-related commodities however named that are presently known or designated or created in the future, including the potential for such commodities to be sold into renewable portfolio standard compliance markets in New England. This includes RECs generated from

systems sized greater than 20 kW_{PTC}, unless such RECs are measured separately from the portion of the system receiving a Green Bank incentive.

6. Homeowner acknowledges that a copy of the Guidelines for Renewable Energy Claims (Center for Resource Solutions) (ctgreenbank.com/rec.pdf) was provided to them.
7. Contractor and/or System Owner and Homeowner agree to install a revenue-grade meter and an approved web-based monitoring system on PV system and maintain working connection with the Green Bank's monitoring platform for the useful life of the PV system.
8. Contractor and/or System Owner and Homeowner agree that the Green Bank shall have access to all data generated from the revenue-grade meter and monitoring system, either directly from the monitoring system or an Application-Programming Interface (API), for the useful life of the PV system. Contractor and/or System Owner and Homeowner hereby authorize the Green Bank to access such data without their or any monitoring system vendor's prior authorization or approval.
9. Contractor and/or System Owner and Homeowner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of EPBB or PBI payment. Homeowner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
10. Contractor and/or System Owner and Homeowner acknowledge that the 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.
11. In consideration for your participation in the RSIP and/or RSIP-E, Homeowner does hereby disclaim, release and forever discharge the Green Bank, and its officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Homeowner for participating in the Program.
12. RECs for RSIP and RSIP-E projects may be sold or otherwise conveyed in Connecticut or in any other New England state (e.g., Massachusetts) by the Green Bank. System owners, including homeowners and third-party owners, will meet all Green Bank documentation requirements stated here and that arise in the future that are needed in order to monetize RECs in CT or another New England state.

Please direct all correspondence regarding these terms and conditions to smallsolar@ctgreenbank.com.

"I have read and agree to the above terms and conditions."

Customer Signature

Date

Customer Printed Name