



**PUBLIC ACT 18-50 SECTION 7(A)(1)(C)**  
**STATEWIDE SHARED CLEAN ENERGY FACILITY PROGRAM**  
**MODIFIED PROGRAM REQUIREMENTS**

**1. BACKGROUND**

The program requirements established herein were developed by the Department of Energy and Environmental Protection ("DEEP"), and approved with modifications by the Public Utilities Regulatory Authority ("PURA"), for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Section 7 of Public Act 18-50, *An Act Concerning Connecticut's Energy Future* ("the Act").

**2. DEFINITIONS**

The following definitions are applicable to the Program requirements and conform with Sections §§ 16-244z(a) and 16-244x of the Connecticut General Statutes ("General Statutes").

"Alternative Compliance Payment" or "ACP" means the compliance rate for failure to meet the renewable portfolio standards specified in Section 16-244c of the General Statutes or any similar compliance rate established;

"Bid" means a responsive submission by a Bidder to the procurement under this Program;

"Bid Certification Form" means a mandatory form which must accompany every Bid. The Bid Certification Form must contain three signatures, one by the Bidder (defined below), one by the Subscriber Organization (defined below), and one by the owner of the project site. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all required signatures, and the appropriate notary<sup>1</sup> will not be considered. Each Electric Distribution Company's website contains a Bid Certification Form with the Electric Distribution Company-specific instructions as to how such form is to be submitted;

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<sup>1</sup> Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>

"Bid Form" means the form each Electric Distribution Company ("EDC") developed and maintain to be used for Bid submission. Each EDC website contains a link to the appropriate Bid Form for each EDC and EDC-specific instructions for Bid submission. Each EDC website also contains additional forms that Bidders may be required to complete;

"Bid Preferences" means preferred policy criteria established by DEEP and approved by PURA to apply in the next procurement process under this Program;

"Bidder" means an entity that submits a Bid for a Subscriber Organization and the development and operation of the SCEF consistent with the requirements of this Program;

"Customer" means a retail electric account holder of an Electric Distribution Company;

"Delivery," "Deliver," "Delivered," or "Delivering" means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is injected into the electric distribution system within the service territory of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs associated with the delivered energy of the Shared Clean Energy Facility as a Connecticut Class I Renewable Energy Source<sup>2</sup>;

"Department" or "DEEP" means the Connecticut Department of Energy and Environmental Protection;

"Development Period Security" means collateral in the form of cash, which shall be provided by the Subscriber Organization to the EDC during the development of the SCEF;

"Electric Distribution Company" or "EDC" has the same meaning as provided in Section 16-1 of the General Statutes;

"Environmental Attributes" shall mean each of the following that exists under the laws and regulations of the state of Connecticut, or under any other international, federal, regional, state or other law, rule or regulation as of the Effective Date or may come into existence during the twenty-year term of the purchase commitment applicable to the selected Project: (i) GIS Certificates, (ii) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Project is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the Project or the production or sale of Energy that avoids the emission of carbon into the air, soil or water, (iii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the production of electric generation or the production or sale of Energy that avoids the emission of carbon into the air, soil or water and in which Seller has good and valid title, including any credits to be evidenced by Renewable Energy Certificates or similar laws or regulations

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<sup>2</sup> Consistent with the SCEF Modified Program Rules, as specified in Section 3.4.1, the EDCs will obtain the CT Class I RPS qualification and will report the generation output to the NEPOOL GIS for creation of the RECs into EDC administered batches or tranches.

applicable in any jurisdiction as such may be amended during the term of the Tariff applicable to the selected Project, (iv) any such Allowances related to (A) oxides of carbon or (B) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a Program involving transferability of specific Environmental Attributes, and (v) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise;

"Environmental Justice Community" means (A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty (30) per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred (200) per cent of the federal poverty level, or (B) a distressed municipality, as defined in subsection (b) of section 32-9p of the General Statutes;

"Generation Footprint" means the land area occupied by the generation unit(s). For solar projects the "Generation Footprint" shall mean the land area occupied by the solar panels and the associated inter-row spacing.

"In-Service Date" shall mean the date upon which the EDC issues an Approval to Energize letter to the system owner, which shall not be before July 1, 2021;

"LMI" means Low-income Customers and Moderate-income Customers;

"Low-income Customer" means an in-state retail end user of an EDC (i) whose income does not exceed eighty per cent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size, or (ii) that is an affordable housing facility as defined in Section 8-39a of the General Statutes;

"Low-income Service Organization" means a for-profit or nonprofit organization that provides service or assistance to low-income individuals;

"Market Price" means the hourly real-time Locational Marginal Price (as defined in the ISO-NE Tariff) for energy at the pricing node plus fifty (50) percent of the ACP for Prepaid RECs;

"Maximum Hourly Purchase Amount" means the maximum quantity, in megawatt hours ("MWh") per hour, payable at the Purchase Price for any hour. This quantity will be the proposed nameplate capacity of the Shared Clean Energy Facility;

"Moderate-income Customer" means an in-state retail end user of an EDC whose income is between eighty (80) percent and one hundred (100) percent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size;

"On-bill Credit" means a monetized credit equal to the Subscriber Savings Rate times the production allocated to the Subscriber for each month by the EDC to a Subscriber and reflected on the Subscriber's monthly bill from the EDC;

"Operating Period Security" means collateral in the form of cash which shall be provided by the Subscriber Organization to the EDC during the operation of the SCEF;

"Payment" means an amount paid by the EDC to the Subscriber Organization to purchase the output of the SCEF as a direct payment from the EDC to the Subscriber Organization;

"Prepaid RECs" means RECs expected to be created in the future that are associated with Delivered Energy and paid for at the time of payment for Delivered Energy as part of the Purchase Price or Market Price, as applicable;

"Procurement Price Cap" means the maximum Purchase Price allowed as part of a Bid in any given solicitation year, as established by DEEP and approved by PURA;

"Program" means the Shared Clean Energy Facilities program developed by DEEP and modified and approved by PURA pursuant to the Act;

"PURA" means the Public Utilities Regulatory Authority;

"Project Site" means the Generation Footprint and any other acreage where activity and discharges occur that are associated with construction of the generation unit(s) and any associated structures, including, but not limited to, perimeter fencing, or where preparation for construction, including, but not limited to, clearing, grubbing, pile driving, soil disturbance, soil compaction by construction equipment, staging and stockpiling, cleaning and washout, grading, excavation, and dewatering occurs.

"Purchase Price" means the price, as selected in the procurement and approved by PURA, to be applied to Delivered Energy and Prepaid RECs;

"Qualified Bank" means a major U.S. commercial bank or a U.S. branch office of a major foreign bank, in either case, having (i) assets on its most recent audited balance sheet of at least \$10,000,000,000, and (ii) a rating for its senior long-term unsecured debt obligations of at least (1) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's, or (2) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both;

“Renewable Energy Certificate” or “REC” shall mean a certificate created to represent one megawatt hour (“MWh”) of production from a Connecticut Class I renewable generation facility and any and all other Environmental Attributes associated with the energy or otherwise produced by the SCEF;

"Selected Bidder" means a winning Bidder selected by the EDCs resulting from the procurement consistent with this Program and approved by PURA;

"Shared Clean Energy Facility" or “SCEF” is defined by Section 16-244x of the General Statutes;

“Small Business Customer” means a commercial or industrial electric customer with less than a 200 kW peak load.

"Subscribed Energy" means energy and RECs associated with the output of a SCEF for which Subscribers have been enrolled;

"Subscriber" is defined by Section 16-244x of the General Statutes;

"Subscription Summary Form" means a summary provided by the EDC to new Subscribers detailing the disclosures and other material terms and conditions of a SCEF tariff and program rules, as outlined in Appendix A;

"Subscriber Organization" is defined by Section 16-244x of the General Statutes. For the purposes of the Modified SCEF Program Requirements, the term Subscriber Organization refers to the Selected Bidder;

"Subscriber Savings" means, on a monthly basis, the On-bill Credit applied to a Subscriber's EDC account;

“Subscriber Savings Rate” means the cents/kWh rate used to calculate the On-bill Credit;

"Subscription" is defined by Section 16-244x of the General Statutes;

"Tariff" means the tariff developed by Eversource Energy ("Eversource") or The United Illuminating Company ("UI") (together, "the EDCs"), whichever is applicable to the SCEF, consistent with this Program and approved by PURA.

### **3. PROCUREMENT PROCESS**

On an annual basis for a total of six (6) years, beginning with the release of the first Request for Proposals (RFP) on April 30, 2020, the EDCs shall conduct a procurement process for the solicitation of Bids for Shared Clean Energy Facilities for an aggregate total of twenty-five (25) megawatts<sup>3</sup> ("MWs") of capacity per year, consistent with these Program requirements. The authorized MWs shall be apportioned to the EDCs based

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<sup>3</sup> Megawatts are in AC for all cases (MW<sub>AC</sub>).

on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance.

The EDCs will issue one solicitation with the Year 9 LREC/ZREC solicitation in 2020 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. The EDCs will issue another solicitation with the Year 10 LREC/ZREC solicitation in 2021 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. Thereafter, the EDCs will issue one solicitation in January of each year, filing Selected Bids by July 1.

Bids submitted into the annual solicitation will be only for the energy and RECs associated with the eligible SCEF project. The EDCs will separately administer and maintain an identification and enrollment process, as well as a voluntary enrollment process, as outlined in Section 6 of these Program requirements. The Subscriber Savings Rate for all Subscribers will be \$0.025/kWh and shall not be included in any Bid.

DEEP reserves the right to modify these Program requirements and submit such modifications to PURA for review and approval or modification. In addition, DEEP reserves the right to audit any Selected Bidders to ensure compliance with the Program and shall have explicit enforcement rights pursuant to the Program. DEEP may remove any Selected Bidder from the Program for failure to comply with the requirements of the Program.

### **3.1. Program Structure**

Under the Program, an EDC will purchase the energy and associated RECs produced by a selected Shared Clean Energy Facility at the Purchase Price approved by PURA for the SCEF. The EDC will remit payment for that purchase in accordance with the Tariff. Additionally, the EDC will allocate the dollar value of the On-bill Credits to the Subscribers of the SCEF on a monthly basis through the Subscribers' electric bills with the EDC.

### **3.2. Subscriber Enrollment Form**

Any Customer, not already enrolled through the EDC-administered identification and enrollment process, wishing to become a Subscriber must use the Subscriber Enrollment Form developed by the EDCs. The Subscriber Enrollment Form may require the Customer to provide: the Customer of record; customer account number; address associated with the individual billing meters assigned to the Customer of record; and any other information deemed necessary by DEEP and/or PURA. The Subscriber Enrollment Form is subject to approval by PURA.

Based on the information provided in the Subscriber Enrollment Forum, the EDC will verify the Customer's eligibility pursuant the customer eligibility and verification processes put in place to comply with subsection 6.1 and will utilize the Subscriber's historic average annual electric use at the premises or a reasonable<sup>4</sup>

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<sup>4</sup> For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

estimate if the Subscriber has less than twelve (12) months of actual electric use to determine the Subscriber's share of the estimated annual output from the SCEF, to be used in calculating the On-bill Credit.

Appendix A outlines further Subscriber terms and conditions.

### **3.3. Timing**

DEEP shall submit the Procurement Price Cap and the Bid Preferences to PURA no later than January 31, 2020 for the first program year and no later than January 31, 2021 for the second program year. Starting September 2021, DEEP shall submit the Procurement Price Cap and Bid Preferences to PURA no later than September 1 in each subsequent year to allow for public input on those elements of the Program through the docket proceeding established by PURA. The Procurement Price Cap and the categories of Bid Preferences may be made public for the benefit of all Bidders; the weighting of the Bid Preferences shall be kept confidential to maintain the competitiveness of the procurement. Examples of Bid Preferences DEEP is considering include, but are not limited to, the reuse and redevelopment of existing sites like landfills and brownfields, benefits to Environmental Justice Communities, and land identified by the Department of Transportation pursuant to Section 8 of Public Act 19-35, *An Act Concerning a Green Economy and Environmental Protection*.

### **3.4. Evaluation and Selection Process**

The Purchase Price for each SCEF will be based on a competitive bidding process. The EDCs will issue one solicitation each year. The EDCs will evaluate Bids based on fixed Bid prices considering any applicable Bid Preferences as established by DEEP and submitted to PURA. In addition, DEEP will evaluate Bids to ensure they comply with the requirements established in Appendix B to the satisfaction of DEEP. Bidders must submit the information requested in Appendix B to DEEP at [DEEP.EnergyBureau@ct.gov](mailto:DEEP.EnergyBureau@ct.gov) on or before the Bid due date established by the EDCs in the applicable procurement. Following the submission of proposals, DEEP may request clarifications and additional information and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform amount of time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion. DEEP will continue to assess the information required in Appendix B and reserves the right to modify the requirements. Any such changes shall be submitted to PURA by September 1 before the next solicitation.

Each EDC shall evaluate and select Bids independently and separately. The EDCs will rank Bids in order from lowest to highest unit price. The EDCs will then use the Bid Preferences to weight the bid prices based on the weighting established by DEEP. If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.

Each EDC will select Bids with the lowest unit price proposals first, after factoring in the Bid Preferences, and will continue until the annual MW cap allocated to the EDC is met. If, prior to reaching the MW cap

established in the Act, the next Bid in the queue would mean the total MWs selected exceed the MW cap, the EDC will offer the remaining MWs to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement. This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue. Should either EDC not meet their MW cap from the EDC list of eligible and qualified projects, the EDC shall provide assistance to DEEP to identify the DEEP-disqualified projects most likely to gain approval through DEEP's stormwater permitting process and to be deployed. The EDC shall select the DEEP-disqualified projects identified by DEEP as most likely to gain approval and to be deployed, following the above selection process. The Authority shall not approve any selected bids if (1) the EDCs do not meet their cap AND (2) bids remain that were disqualified by DEEP for not meeting the slope requirement.

Any eligible Bid that is not selected in the initial selection round shall be placed on standby. The annual MW commitment will be based on the as-Bid size of the Project. Upon the initial selection of Bids for each solicitation, the EDCs shall notify each Bidder individually as to whether its Bid was selected, not selected, or placed on standby. Bidders may elect to forego standby status by opting to withdraw their Bid. If a selected Bidder chooses not to move forward with its Bid, then the MWs committed to that Bid's Project will be released then offered to the next Bid on the standby list, when applicable.

If, after the EDCs' July 1 filing, there is insufficient MWs on the standby list to use all MWs authorized under the Act, each EDC with remaining MWs shall conduct subsequent rounds of project selections. The subsequent rounds of project selections will conclude upon the selection of all authorized MWs and with enough time for the EDCs to file any additional project selections by January 1 of the following year. Additional projects selected must also comply with the terms and conditions of the Tariff. Any MWs of Program capacity not allocated in the calendar year expire at the end of the calendar year, consistent with the Act. Any allocated Program capacity foregone by a selected Bidder choosing not to move forward with their bid shall be reallocated to the Program capacity of the next upcoming solicitation following the Bidder notifying the EDC of its intention not to move forward with their project, using the applicable guidelines for that solicitation.

The Purchase Prices for all Selected Bids shall be publicly filed at PURA.

### **3.4.1 REC Aggregation**

For simplicity and ease in Program administration that minimizes overall costs and maximizes benefits to ratepayers, the EDCs will aggregate the RECs into "batches" (or "tranches") in a manner similar to how the Green Bank currently aggregates RECs produced from Solar Home Renewable Energy Credit Facilities (SHREC Facilities).<sup>5</sup> Each REC batch will be created based on in-service vintage year (and/or quarter) and class of technology. To illustrate, for Projects that are successfully in-service in 2022, the EDC may have an aggregation batch for "2022 SCEF" (or "Q4 2022 SCEF").

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<sup>5</sup> See, e.g., *Bid of the Connecticut Green Bank for Qualification of Solar Home Renewable Energy Credit (SHREC) Facilities as Class I Renewable Energy Sources - Q3 2016 - 6.1 MW*, PURA Docket No. 17-03-40 (filed Mar. 17, 2017).



The EDCs shall seek approval from PURA to have a single NEPOOL GIS NONID (e.g., "NON102218") assigned to each of the full batches. Also, the EDC will submit one Connecticut Class I Renewable Energy Source Bid per batch to the Authority. The EDC will be responsible for submission of aggregated Production Meter reads for each batch to NEPOOL GIS, and the appropriate RECs will be created and deposited into the EDC NEPOOL GIS account on the date of creation ("creation date") in accordance with the NEPOOL GIS Operating Rules.

Pursuant to Section 7(d) of the Act, the EDCs will manage RECs as directed by PURA, specifically whether to dispose of RECs through retirement and related prospective reduction of supplier/EDC RPS requirements, or through resale into the regional market. Any net revenues from the resale of RECs created under this Program shall be credited to Customers through a nonbypassable fully reconciling component of electric rates for all Customers of the EDC, consistent with the Act.

### **3.5. Security**

Bidders will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is twenty-five dollars (\$25) per kW (AC) of the nameplate capacity of the proposed facility. The Development Period Security must be provided to the EDC at the time of Bid submission. The EDC shall return the Development Period Security to the bidder if at least one of the following conditions is met: (i) the Selected Project enters commercial operation in a timely fashion and begins producing energy consistent with these Program requirements; (ii) the Project's eligibility under the Tariff is terminated for failure to receive regulatory approval satisfactory in substance to the EDC; or (iii) the Project's eligibility under the Tariff is terminated due to a force majeure event; or (iv) the Bid is not selected under the procurement for which the Bid was submitted.

Failure by a Bidder/Subscriber Organization to provide Development Period Security as required shall result in immediate and automatic termination of the Project's eligibility under the Tariff, and also trigger reallocation of MWs when appropriate. Development Period Security is forfeited if the Project's eligibility under the Tariff is terminated by the EDC for an event of default, including, but not limited to, the SCEF failing to enter commercial operation within the required timeframe of three calendar years from the date of PURA approval of the Tariff award, or a Bidder choosing to not move forward with their Bid after the Bid has been submitted.

No more than thirty (30) days after a SCEF achieves commercial operation, the associated Selected Bidder/Subscriber Organization shall provide Operating Period Security in an amount equal to the ACP multiplied by fifty (50) percent of the expected annual production of the facility (in MWh). This amount is intended to secure the Prepaid RECs included in the Purchase Price or to cure any conditions of default. Development Period Security may be converted to Operating Period Security at the Subscriber Organization's election.

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) business days. Any unused

Operating Period Security shall be returned to the Subscriber Organization only after any such security has been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

### **3.6. Tariffs**

Each Selected Bid will have its own Tariff rate based on its accepted Purchase Price, as approved by PURA. Tariff rates will be paid quarterly to Subscriber Organizations based on a cents/kWh calculation of the Purchase Price multiplied by the metered kWh applicable to the SCEF. The EDC will separately provide On-bill Credits to the Subscribers on a monthly basis through Subscribers' electric bills with the EDC.

Provisions for service, rates, and other terms and conditions applicable to a Selected Bid(s) will be established in the form of Tariff riders developed by each EDC and reviewed and approved by PURA.

## **4. ELIGIBLE PROJECTS**

### **4.1 Facility Type**

A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

A SCEF may use federal subsidies, incentives, or tax benefits. However a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the facility's energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.

Bids must gain approval to interconnect to the EDC's distribution system (via the EDCs' standard interconnection process) and must be metered by the EDC. Bids must meet Distribution Company Guidelines for Interconnection ("Guidelines") as approved by PURA. The interconnection process is separate and distinct from the SCEF Program.

### **4.2. Facility Size**

A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed four thousand (4,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

The final as-built size of the SCEF shall not exceed the proposed, or as-bid, nameplate capacity.

A proposed facility over four thousand (4,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the four thousand (4,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

#### **4.3 In-Service Date**

A Shared Clean Energy Facility for a Selected Bid shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC.

If the Approval to Energize letter is not issued by such date, the EDC's twenty-year (20) purchase commitment will immediately and automatically terminate. No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date.

A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment. If the SCEF becomes ineligible for the Tariff due to a Bidder event of default, including failure to meet any of the in-service date requirements above, the Development Period Security is forfeited and will not be returned to the Bidder.

#### **4.4 Term**

A Shared Clean Energy Facility for a Selected Bid approved by PURA to receive Tariff payments will be eligible for compensation for energy produced as defined herein and Delivered to the EDC at the approved Tariff Rate for a twenty- (20-) year term commencing on the first day of the month following the In-Service Date.

#### **4.5 Generation Site**

A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on Core Forest. The Bidder must demonstrate that locating the SCEF at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base.

Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). In addition, solar photovoltaic Bids are not eligible if the Project Site contains slopes greater than fifteen (15) percent, with the exception of the interconnection route. All Appendix B responses from Bidders must include

documentation demonstrating that the generation site does not contain slopes greater than fifteen (15) percent. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

The Bidder must demonstrate to DEEP<sup>6</sup>, as a part of Appendix B, that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to demonstrate site control under these Program Requirements, a Bidder must itself submit an affidavit, as part of Appendix B, that the Bidder has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. Where the Bidder is not the owner of the property (i.e. lease, option to lease, etc.), the Bidder must also include an affidavit, as part of Appendix B, by the owner of the Project Site representing that the Bidder (a) has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control to use the site for the SCEF, and any rights of way needed for interconnection and (b) is authorized to submit the Bid for the project located on the owner of the Project Site's property. Bidders should provide all relevant documents that would aid DEEP in its determination of site control, including, but not limited to: deeds<sup>7</sup>, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase. If it is later determined that the Bidder did not have control of the generation site, or an unconditional right, granted by the property owner, to acquire such control prior to the bid deadline, the Bidder may be removed from the Program and have its eligibility for future participation under the Tariff terminated by the Authority under section 10 of these Program Requirements.

If an existing SCEF through PA 18-50 or the pilot program, LREC/ZREC, or other PA 18-50 tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. There are two exceptions to this requirement. The first is for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program. The second for projects issued a partial award in a previous SCEF solicitation. In such circumstances, a project will be eligible to submit a project bid up to four (4) MW minus the amount the project was awarded in the previous contract.

The aggregate maximum capacity of all Bids located on a single parcel of land, or contiguous parcels under common ownership or with a common Bidder, shall be limited to four thousand (4,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of the Act. Any subdivision of parcels must be recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a parcel of land that was not subdivided before January 1 of the

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<sup>6</sup> DEEP will determine if a Bidder has site control as a part of its Appendix B evaluation process.

<sup>7</sup> Including, but not limited to, Warranty Deed, Quit Claim Deed, Executor's Deed, Trustee's Deed, or any other valid proof of ownership.

year of the solicitation to which the Bidder is responding, or for which a subdivision was not recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation, only the lowest priced Bid will be eligible, and all other Bids will be disqualified. At the time of bidding, the Bidder offering multiple Bids at a parcel must demonstrate such recording with the municipality to the appropriate EDC.

During any single solicitation for any single generation site, the EDCs will evaluate only one (1) Bid per technology or one (1) Bid that uses a combination of technologies (e.g., a wind turbine that has associated solar panels).

PURA reserves the right to review and adjust these parameters to ensure competitiveness pursuant to Section 16-244z (c)(1)(A) of the General Statutes.

#### **4.6 Project Viability**

The Bidder must demonstrate to DEEP through the responses in Appendix B that the technology the proposed Project will use is technically viable. Technical viability may be demonstrated by showing that the technology is commercially available and has been used successfully on a significant scale.

The Bidder must demonstrate the financial viability of the proposed Eligible Project, including funding of development costs, the required development period security, reasonable estimated interconnection costs, and ability to acquire required equipment in the time frame proposed.

The Bidder must demonstrate the environmental viability of the proposed Project, including a viable plan to acquire the necessary permits and licenses, an assessment of environmental impacts, and a plan to mitigate such impacts or impediments to the satisfaction of DEEP.

### **5. ELIGIBLE BIDDER<sup>8</sup>**

#### **5.1. Experience**

Through the responses in Appendix B, a Bidder must demonstrate to DEEP its relevant experience and expertise to be able to successfully develop, finance, construct, operate, and maintain the proposed SCEF and successfully fulfill its responsibilities as provided in the Bid.

Development, financing, and construction experience can be established by demonstrating that key member(s) of the Bidder's development team have undertaken project management responsibilities, including:

- a. Successful development and construction of a similar type of project;
- b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets;

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<sup>8</sup> Note, for 5.1 and 5.2 DEEP will be making these determinations. Please refer to Appendix B for further details.

- c. Successful development and management of a similar shared or community clean energy facility in another jurisdiction; and
- d. Experience successfully financing power generation projects (or demonstrating the means to finance the proposed SCEF on the Bidder's balance sheet).

## **5.2. Operation and Maintenance**

Through the responses in Appendix B, a Bidder must demonstrate to DEEP its operation and maintenance plans for the proposed SCEF, including a level of funding and mechanism for funding that will ensure reliable operations during the term of the Tariff.

## **5.3. Bid Submission**

Bids must be submitted in accordance with the solicitation issued by the relevant EDC, which will set forth specific filing instructions. Each Bidder must comply with the instructions set forth by the solicitation to ensure that its Bid is complete. In addition to completion of the Bid Form, each Bidder must submit a Bid Certification Form and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement, interconnection application confirmation receipt, or other forms as necessary. Specific instructions will be included with the solicitation for how to provide these additional documents and the entity to which these documents shall be provided (i.e., the EDC or DEEP).

Bids do not need to include a list of Subscribers at the time of submission.

# **6. SUBSCRIBERS**

## **6.1. Subscriber Requirements**

Each SCEF must have at least ten (10) Subscribers and be located within the same EDC territory as the individual billing meters of all of its Subscribers.

Subscribers are limited to the following classes of Customers:

- Low-income Customers;
- Moderate-income Customers;
- Small Business Customers;
- State or municipal Customers;
- Commercial Customers; and
- Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property, or a property where the Customer does not control the property's roof, such as a multi-unit condominium; or (2) reside in their own property, but have written documentation from a rooftop solar installer that they are unable to install solar panels on their roof.

For any given billing meter, a Subscriber may have only one (1) Subscription to one (1) SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of electric use, a reasonable<sup>9</sup> estimate of historical use). A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or Public Act 18-50 tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

For each SCEF, twenty (20) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered identification and enrollment process by: LMI<sup>10</sup> Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

For each SCEF, the remaining twenty (20) percent of the estimated annual output shall be available for voluntary enrollment by any eligible customer, but is not required to be subscribed.

A Subscriber may not have a Subscription that exceeds forty (40) percent of the estimated annual output of the SCEF based on the historic average annual electric use of such Subscriber.

## **6.2. Subscription Method**

On or before the commercial operation date of each SCEF, the EDC shall enroll customers, as identified by the EDC and directed by PURA, to meet the minimum requirements detailed in subsection 6.1. All enrolled subscribers shall receive a Subscription Summary Contract from the EDC prior to participation in the SCEF program.

Any remaining output of the SCEF shall be available for subscription by all eligible Customers as defined in subsection 6.1. In addition to any measures specifically directed by DEEP and PURA, the EDC shall make

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<sup>9</sup> For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

<sup>10</sup> Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed.

reasonable and cost-effective efforts to promote the available SCEF subscriptions to all eligible Customers. Such efforts may include, but are not limited to, proactive engagement and/or partnership with municipalities and/or low-income service organizations (such as community action agencies and Operation Fuel) to assist with the identification and recruitment of subscribers, providing information on SCEF subscriptions in planned online and paper marketing materials, and providing call center representatives with the appropriate information and training to subscribe Customers.

The EDC shall annually review SCEF subscriptions in aggregate for the preceding year, matching actual SCEF production with SCEF Subscribed Energy. If the EDC identifies that enrollment has dropped below the aggregate minimum requirements for any category detailed in subsection 6.1, the EDC shall enroll eligible customers to meet or exceed the aggregate minimum requirement. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type.

PURA will specifically review SCEF program voluntary enrollment two years after the first SCEF is placed in service. PURA will determine at that time if penalties or other incentives are necessary to encourage greater voluntary participation.

## **7. ON-BILL CREDIT**

### **7.1. Subscriber Credit**

The EDC will credit each Subscriber on the monthly bill based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWhs). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWhs.<sup>11</sup>

The Subscriber Savings Rate will be \$0.025/kWh.

Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month and be cashed out at the end of the annual period or at the termination of service, as applicable.

### **7.2. Purchases of Energy**

The EDC shall purchase the Delivered Energy, inclusive of Prepaid RECs, from a Selected Bidder's SCEF at the price(s) bid by the Bidder and approved by PURA (the "Purchase Price"). An EDC's obligation to purchase the Delivered output from the SCEF is contingent upon the Subscriber Organization's compliance with the terms of the Program. Upon Delivery, ownership of RECs, energy, and all other Energy and Environmental Attributes shall transfer to the EDCs.

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<sup>11</sup> The On-bill Credit will be a fixed amount each month for the duration of the Subscription.



The Delivered output will be paid directly to the Subscriber Organization by the EDC on a quarterly basis.

### **7.3. Bidding of Purchase Prices**

Bidders shall not offer a Purchase Price that exceeds the Procurement Price Cap established by DEEP and approved by PURA. Purchase Prices must remain the same for the entire Tariff Term. The Purchase Price shall not exceed the Procurement Price Cap for any year over the Tariff Term. Purchase Prices must be bid on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.

Proposed Purchase Prices shall not include any Subscriber Savings or On-bill Credit and cannot be conditioned upon or subject to adjustment based upon the availability of the Federal Production Tax Credit or the Federal Investment Tax Credit, or the availability, receipt, or continuation of any other tax treatment or government grant or subsidy.

### **7.4. Delivery of Energy**

Energy must be delivered to the applicable ISO-NE node on behalf of the EDC. The Subscriber Organization is responsible for all costs associated with scheduling and delivery of the SCEF's energy to the applicable ISO-NE node, and the EDC will not be responsible for any costs associated with such Delivery, including but not limited to wheeling charges.

### **7.5. Delivery of RECs**

Payment by the EDC for Prepaid RECs at the Purchase Price creates a firm obligation on the part of the Subscriber Organization to Deliver RECs associated with the Delivered energy at the time that they are produced in the NEPOOL GIS.

It is the Subscriber Organization's responsibility to ensure that: (1) the SCEF is qualified and registered as a Connecticut Class I renewable energy source; and (2) all RECs associated with Delivered energy are Delivered in a timely manner upon creation in NEPOOL GIS. An EDC's obligation to purchase the Delivered output from the SCEF is contingent upon the Subscriber Organization compliance with the terms of this Program.

### **7.6. Reimbursement for Failure to Deliver RECs**

If the SCEF fails to qualify or Deliver the Prepaid RECs associated with the Delivered energy, the EDC will recover the cost of those undelivered RECs by: (1) first, netting an amount equal to the ACP multiplied by the quantity of Prepaid RECs not Delivered from the next quarterly payment(s) made to the Subscriber Organization; and (2) , if (1) does not result in timely reimbursement, by drawing down on the Operating Period Security at an amount equal to the ACP, multiplied by the quantity of Prepaid RECs not Delivered.

## **8. CERTIFICATION**

A Bidder must certify compliance with all Program requirements in submitting a Bid to any procurement under this Program.

## 9. COMPLIANCE FILINGS

Each EDC shall report the following to DEEP via [DEEP.EnergyBureau@ct.gov](mailto:DEEP.EnergyBureau@ct.gov) and PURA via its web filing system:

- 1) The EDC shall annually review SCEF subscriptions in aggregate for the preceding year. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type, specifically providing:
  - a) Annual aggregate SCEF production;
  - b) Annual aggregate SCEF Subscribed Energy by Customer eligibility type, including opt-in Subscribers;
  - c) Information on each Subscriber who was a Subscriber in the preceding year, including the Subscriber's meter address, customer class, date of entry and exit, as applicable;
  - d) The number of residential Subscribers and corresponding Subscription kWhs in the preceding year that were subscribed by way of physical written documentation from a rooftop solar installer that demonstrates they are unable to have solar panels installed on their roof, including any associated documentation;
  - e) The number of Subscribers and corresponding Subscription kWhs in the preceding year that are in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, for such Subscriber;
  - f) All marketing materials used to recruit opt-in Subscribers in the preceding year, including but not limited to the website used by the EDC; and
  - g) The number of Subscriptions, and kWhs associated with any such Subscriptions, which were: (1) transferred to another location when a Subscriber moved; (2) terminated; or (3) resized in the preceding year.
- 2) No later than November 30, 2022, and annually thereafter, each EDC shall provide an aggregate list of eligible LMI customers readily identifiable in the EDC's billing system, by number of customers and annual electricity consumption, not currently subscribed through the SCEF program.

These and all other compliance filings required by PURA will be included as part of any Decision(s) in Docket No. 19-07-01, Review of Statewide Shared Clean Energy Facility Program Requirements.

## 10. TERMINATION OF ELIGIBILITY UNDER TARIFF

PURA reserves the right to remove a Subscriber Organization from the Program for failure to meet any compliance filings ordered by DEEP or PURA. DEEP and PURA reserve the right to perform an audit of records, data, information, or other material relative to any required compliance filings.

In addition, DEEP or PURA may conduct periodic audits of the Subscriber Organization to ensure continued compliance with the Program requirements. If a violation of these Program requirements is found during an audit, PURA reserves the right to terminate eligibility under the Tariff.



## **APPENDIX A: SUBSCRIBER TERMS AND CONDITIONS**

### **A1. SUBSCRIBER TERM**

1. Subscriptions shall continue for the duration of the contract term of the associated SCEF unless or until the Subscriber's service is terminated or the Subscriber chooses to end the Subscription, such action shall be subject to subsection A3. below.

### **A2. SUBSCRIPTION PORTABILITY AND TRANSFERABILITY**

#### 1. Portability

- (a) A Subscriber may change premises and continue a Subscription at the new premises, so long as:

- (1) An Individual Billing Meter for electric service exists at the new premises;
- (2) The Individual Billing Meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility; and
- (3) The Subscriber is established as the Customer of record for electric service at the new premises.

- (b) If such Subscriber elects to continue the Subscription at the new premises, the Subscriber shall continue to receive the same monthly On-bill Credit.

- (c) If such Subscriber is eligible to continue the Subscription at the new premises but elects not to do so, such action shall be subject to subsection A3 below.

#### 2. Transferability

- (a) A Subscriber may not transfer a Subscription, in whole or in part, to another Customer.

### **A3. CANCELLATION OR TERMINATION OF SUBSCRIPTION**

#### 1. Cancellation of Subscription by the Subscriber

- (a) Notification to the EDC of Cancellation

- (1) A Subscriber seeking cancellation of a Subscription must provide written notification at least thirty (30) days in advance to the EDC of any cancellation.
- (2) Cancellation of a Subscription shall take effect at the start of the next billing cycle of the Subscriber's EDC account.

## 2. Termination of Subscription by an EDC

(a) An EDC may only terminate a Subscription due to:

- (1) The termination of a Subscriber's electric service with that EDC.
- (2) The termination of the SCEF contract associated with the Subscription.

### **A4. SUBSCRIPTION SUMMARY CONTRACT**

Prior to the Subscription, the EDC shall provide a completed Subscription Summary Contract that contains the following information:

- The length of the Subscription, and its effective date and ending date;
- The amount of the monthly On-bill Credit;
- The estimated kWhs the Subscriber is subscribing to each month over the term of the Subscription;
- The terms for portability and transferability; and
- The terms for early cancellation by the Subscriber and cancellation by the EDC.
- The right to cancel the Subscription within three days of receipt of the Subscription Summary Contract if the Subscriber does not wish to participate in the Subscription.

## APPENDIX B: SUBMITTAL TO DEEP

In addition to any complete Bid submitted to the EDCs as part of the application Procurement Plan(s), a Bidder is required to respond to each question below and provide the necessary affidavits attached to this Appendix. Bidders must use the affidavit forms provided herein. A complete submission will include:

- I. Responses to all questions outlined in Appendix B: Submittal to DEEP in the Modified Program Requirements, attached hereto;
- II. An affidavit attesting the veracity of statements made to DEEP;
- III. An affidavit attesting to the Bidder's control of the Project Site by the Bidder;
- IV. An affidavit attesting to the Bidder's control of the Project Site by the owner of the Project Site (required only if the Bidder and the Project Site owner are not the same person or entity); and
- V. A copy of the notification email the Bidder has received from Eversource Energy (Eversource) or The United Illuminating Company (UI) (together, the electric distribution companies (EDCs) confirming that the Project Bid has been submitted successfully.

A complete response to each question in Appendix B shall include a written response. If supplemental information is required, in the form of an appendix, exhibit, table, or map, Bidders must provide it directly below the question or provide a link directly to the supplement. **Bidders must submit this information to DEEP at [DEEP.EnergyBureau@ct.gov](mailto:DEEP.EnergyBureau@ct.gov) on the Bid due date established by the EDCs in the applicable procurement, though DEEP reserves the right to seek clarifying or additional information and documents at any point in the evaluation process at its sole discretion as described in Section 3.4 of the Modified Program Requirements.**

Directions for sections B1-B10 are outlined below. Each section must be provided in its entirety with all of the supporting information requested. If any section is not applicable, this should be stated and a full explanation should be provided.

All information submitted to the Department may be subject to disclosure under the Connecticut Freedom of Information Act (FOIA). All information submitted to DEEP will be publicly posted on its Energy Filings page, unless a bidder indicates otherwise. When a Bidder submits confidential information to DEEP, the Bidder acknowledges that the FOIA governs the public's accessibility to that information. If a Bidder believes portions of information submitted in response to Appendix B are exempt from FOIA disclosure, the Bidder must submit:

One complete, redacted response to Appendix B for public posting, which must be clearly labeled PUBLIC,

AND

One complete, unredacted response to Appendix B for DEEP's internal review, which must be clearly labeled CONFIDENTIAL.

The Bidder must also specifically identify which FOIA exemption may be applicable to the specific information claimed confidential. Examples of FOIA exemptions include, but are not limited to:

Trade secrets, C.G.S. § 1-210(b)(5)(A);

Commercial and Financial information given in confidence, not required by statute, C.G.S. § 1-210(b)(5)(B);

Responses to any request for proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file, C.G.S. § 1-210(b)(24); and

Public records exempt under federal law or state statute, C.G.S. § 1-210(a).

**In addition, Bidders must submit a detailed explanation of why the relevant FOIA exemption is applicable to the specific information requested to be redacted. A unique explanation is required for each question in which a Bidder wishes to redact information; a blanket justification is prohibited. Failure to provide such explanation will lead to a disqualification of the project for failure to comply with Appendix B.** The Department will not redact proposals submitted on behalf of Bidders. Only legitimate non-public proprietary or sensitive information may be considered confidential. Bidders may not submit a response to Appendix B that is entirely redacted. If the redaction is challenged in any forum, it is the responsibility of the Bidder to defend the confidentiality of the information.

## DEFINITIONS

**“Brownfield”** means the same as in Conn. Gen. Stat. § 32-760: “any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the restoration, redevelopment, reuse and expansion of the property.” DEEP maintains a *non-exhaustive* list of brownfields that meet this definition, which is available at:

[https://portal.ct.gov/-/media/DEEP/site\\_clean\\_up/brownfields/ConnecticutBrownfieldsInventoryxlsx.xlsx](https://portal.ct.gov/-/media/DEEP/site_clean_up/brownfields/ConnecticutBrownfieldsInventoryxlsx.xlsx).

**“Core Forest”** means unfragmented forested land of at least two hundred and fifty (250) acres that is three hundred (300) feet or greater from the boundary between forested land and non-forested land.

**“Environmental justice community”** means “(A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred per cent of the federal poverty level” or (B) A distressed municipality, as defined in Section 32-9p.

**“Generation Footprint”** means the land area occupied by the generation unit(s). For solar projects the “Generation Footprint” shall mean the land area occupied by the solar panels and the associated inter-row spacing.

**“Landfill”** means any property that is listed on the Closed Landfills list, available at: [https://portal.ct.gov/-/media/DEEP/site\\_clean\\_up/brownfields/closedlandfillsmappdf.pdf](https://portal.ct.gov/-/media/DEEP/site_clean_up/brownfields/closedlandfillsmappdf.pdf), though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development.

**“Project Site”** means the Generation Footprint and any other acreage where activity and discharges occur that are associated with construction of the generation unit(s) and any associated structures, including, but not limited to, perimeter fencing, or where preparation for construction, including, but not limited to, clearing, grubbing, pile driving, soil disturbance, soil compaction by construction equipment, staging and stockpiling, cleaning and washout, grading, excavation, and dewatering occurs.

## **B1. PROJECT OVERVIEW**

**B1.1.** Provide an overview of the proposed project, including but not limited to:

- i. Resource type
- ii. Project size in kW (AC)
- iii. Project location (municipality)
- iv. Estimated average annual output
- v. Bid price/kWh
- vi. Identify whether the proposed project is located in an Environmental Justice Community as defined above and in Section 22a-20a of the General Statutes.

**B1.2.** Identify whether the proposal is claiming a qualitative preference, and if so, which qualitative preference. If claiming a qualitative preference, provide documentation and evidence supporting your claim for the qualitative preference. As described in more detail in DEEP’s Year 3 Recommendations, solar photovoltaic projects are the only Class I resource eligible for the landfill/brownfield and solar carport/canopy bid preferences for Year 3.<sup>12</sup>

**B1.3.** Pursuant to Section 3.4 of the Modified Program Requirements: “Should either EDC not meet their MW cap from the EDC list of eligible and qualified projects, the EDC shall provide assistance to DEEP to identify the DEEP-disqualified projects most likely to gain approval through DEEP’s stormwater permitting process and to be deployed.” Pursuant to the process approved through PURA’s response to Motion No. 5 in Docket No. 21-08-04, identify whether the Project Site violates the slope rules outlined in Section 4.5

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<sup>12</sup> In short, solar photovoltaic resources have a uniquely large land use footprint compared to other Class I renewables and can create environmental challenges during siting that may be reduced or eliminated through siting on previously disturbed sites like brownfields or landfills.



of the Modified Program Requirements and, if so, complete the Self-Certification Form, Attachment 4, for the Bid to be considered should the EDC not meet their MW cap.

## **B2. FINANCIAL EXPERIENCE**

**B2.1.** Provide all estimated costs for developing and operating the project for the duration of the program, including the following:

- i. Estimated equipment, labor, and other installation costs
- ii. Estimated land and/or Project Site development costs. If the Project Site is located on a brownfield, landfill, or the Generation Footprint is on a carport/ parking lot canopy, provide an estimated premium paid, broken out from the estimated standard development costs, for purchasing and/or developing on the landfill, brownfield, carport or parking lot canopy, including but not limited to compliance costs.
- iii. Estimated interconnection costs
- iv. Estimated financing costs
- v. Estimated permitting costs
- vi. Estimated operations and maintenance costs for the duration of the commercial operation of the facility
- vii. Other estimated expenses associated with development and operation of the project not otherwise reflected above, including an explanation of such other costs.

**B2.2.** Describe the role and the amount of the Federal Production Tax Credit or Investment Tax Credit (or other incentives) on the financing of the project.

**B2.3.** Bidders must disclose any pending (currently or in the past three years) or threatened litigation or disputes related to projects developed, owned or managed by Bidder or any of its affiliates in the United States, or related to any energy product sale agreement.

**B2.4.** Has Bidder, or any affiliate of Bidder, in the last five (5) years: (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?

**B2.5.** Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against DEEP or the state.

**B2.6.** Describe any litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving Bidder or an affiliate of Bidder, and relating to the purchase or sale of energy, capacity or renewable energy certificates or products.

**B2.7.** Confirm that Bidder, and the directors, employees and agents of Bidder and any affiliate of Bidder are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action (detail any exceptions).

### **B3. PROJECT MANAGEMENT EXPERIENCE**

**B3.1.** The Eligible Bidder and each of the project participants (including, when applicable, partners, EPC contractor and proposed contractors) must demonstrate that they have a sufficient amount of relevant experience and expertise, as applicable, to successfully develop, finance, construct, own, operate and maintain generating or transmission facilities (as applicable). Provide statements regarding other projects of similar type, size, and technology, and any evidence that the project participants have worked jointly on other projects. Development, financing and construction experience can be established by demonstrating that key member(s) of the Bidder's development team have undertaken project management responsibilities, including:

- i. Successful development and construction of a similar type of project; or
- ii. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets.

**B3.2.** Provide a listing of projects the project sponsor has successfully developed or that are currently under construction. Provide the following information as part of the response:

- i. Name of the project
- ii. Location of the project
- iii. Project type, size and technology
- iv. Commercial operation date
- v. Estimated and actual capacity factor of the project for the past three years
- vi. Availability factor of the project for the past three years

### **B4. ENERGY RESOURCE PLAN**

Bidder is required to provide an energy resource or fuel supply plan for its proposed project, including supporting documentation. The fuel supply/energy resource profile information should be consistent with the type of technology/resource option proposed and the term proposed. The information requested is organized according to the type of project or energy resource. Bidders should respond only to relevant questions.

**B4.1. Solar**

- i. Provide an assessment of the available solar incidence or resource. Describe any trends in generation capability over time (i.e., annual decline rate of expected output).
- ii. Describe the methodology used to generate the projected generation and describe the in-house or consulting expertise used to arrive at the generation estimates.

**B4.2. Hydropower**

- i. Describe the project characteristics in terms of water flow (on a monthly basis) and head, and state the assumptions regarding seasonal variations, and a conversion of such flow into megawatts and megawatt-hours.
- ii. Provide monthly flow duration curves based upon daily stream flow records.
- iii. Identify if the project is run-of-river or has storage capability.
- iv. Describe the technology used to generate electricity.
- v. Specify how the energy qualifies as a Class I renewable energy source defined in Section 16-1 of the General Statutes. If the project already has Class I certification, provide or reference the documentation providing such qualification. If the project does not have Class I certification, describe the actions proposed to be taken by the Bidder to acquire a Class I qualification.

**B4.3. Fuel Cell**

- i. Describe how the natural gas for the Fuel Cell will be procured and whether its energy will be delivered on a firm or non-firm basis for the term of the agreement.
- ii. Provide supporting data that illustrates the expected generation from the fuel cell over the term of the contract considering the need for restacking.

**B5. OPERATION AND MAINTENANCE**

**B5.1.** Provide an O&M plan for the project that demonstrates the long term operational viability of the proposed project. The plan should include a discussion of the staffing levels proposed for the project, the expected role of the project sponsor or outside contractor, scheduling of major maintenance activity, including but not limited to partial and complete planned outage requirements, and the plan for testing equipment.

**B5.2.** Specify all the expected operating constraints and operational restrictions for the project (e.g., limits on the number of hours a unit may be operated per year or unit of time, storage capacity, maximum length of time for storage).

**B5.3.** Describe the status of the project sponsor in securing any O&M agreements or contracts. Include a discussion of the sponsor's plan for securing a medium-term or long-term O&M contract, including the expected provider of O&M services.

**B5.4.** Provide examples of the Bidder's experience with O&M services for other similar projects.

## **B6. PROJECT SITE**

**B6.1.** Provide a site plan that includes the following information: scale, north arrow, parcel (s), Generation Footprint, labeled roads, wetlands and watercourses on the Project Site, total acreage of parcel(s), total acreage of Generation Footprint, total acreage of Project Site, location of all equipment, structures, and facilities on the Project Site, and anticipated interconnection point. Include an overall location map of the Project Site outlined on a USGS Topographic map. Describe the Project Site's location and, if applicable, insert a map or link to where the map is located.

**B6.2.** Complete the attached affidavit(s), Attachment 1 and Attachment 2 (as applicable), demonstrating the requisite proof of site control.

**B6.3.** Provide evidence that the Shared Clean Energy Facility Project Site and interconnection route is properly zoned or permitted. If the Shared Clean Energy Facility Project Site is not currently zoned or permitted properly, identify present and required zoning and/or land use designations and permits and provide a permitting plan and timeline to secure the necessary approvals.

**B6.4.** For a Shared Clean Energy Facility, describe and provide a map of the proposed interconnection that includes the path from the Generation Footprint to the ISO-New England pricing node.

**B6.5.** Please describe the status of any planned interconnection to the grid. Has the Bidder made a valid interconnection request to the EDC and/or ISO-NE? Describe the type of interconnection service requested (i.e., Capacity Network Resource Interconnection Service, or Network Resource Interconnection Service).

**B6.6.** Describe the Proposal's electrical system performance and the impact on the reliability of the EDC's Distribution system. Provide a copy of any studies completed to date. Provide a copy of an interconnection agreement, if any, executed by the Bidder with respect to the proposed project. If an interconnection agreement has not been executed, please provide the steps that need to be completed before an interconnection agreement can be executed and the associated timeline.

**B6.7.** Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the distribution and/or transmission providers.

**B6.8.** Attest that the Project Site of the Shared Clean Energy Facility does not impact, in whole or in part, any Core Forest. Core Forest means unfragmented forested land of at least two hundred and fifty (250) acres that is three hundred (300) feet or greater from the boundary between forested land and non-forested land.

**B6.9.** Provide a detailed explanation of all environmental impacts known or anticipated for the Shared Clean Energy Facility, including but not limited to the impact on any endangered, threatened and special concern species and significant natural communities based on the Natural Diversity Data Base. Describe the extent of any forest or other vegetative clearing required to construct the facility. If wetlands are located on the Project Site or within up to one hundred (100) feet of the Project Site, describe the proposed width of undisturbed buffer between the Bidder's facility and the wetlands.

## **B7. PROJECT SITE - PROJECT-SPECIFIC REQUIREMENTS**

The information requested is organized according to the classification of the Project Site or resource type. Bidders should only respond to relevant questions and indicate if a question is not applicable.

**B7.1.** For solar photovoltaic projects not located on a landfill or sand and gravel pit, attest that no portion of the Project Site is on slopes greater than 15% and that there will be no grading before, during, or after construction to achieve this slope requirement. Provide a map that shows the slope percentage(s) on the Project Site.

### **B7.2. Brownfield Development**

- i. Attest that the Project Site meets the definition of a Brownfield.
- ii. Provide evidence that the Project Site is considered a Brownfield by including at least one of the following:
  - i. The site of the Generation Footprint is listed in the State DEEP list for Brownfields located on [DEEP website](#);
  - ii. The site of the Generation Footprint is considered a Brownfield as shown by Zoning or Land Records; or
  - iii. Other documentation demonstrating the Project Site meets the definition of a Brownfield, including but not limited to a letter from the Chief Elected Official attesting to the difficulty in developing this site because it meets the definition of a Brownfield.
- iii. Indicate how much of the Generation Footprint is located on a Brownfield. For projects built on a Brownfield to qualify for the bid preference, the Generation Footprint must be wholly located on the Brownfield. However, if the size of the Brownfield cannot accommodate the entire Generation Footprint, then the project can still be eligible to receive the qualitative preference, provided at least 75% of the total Generation Footprint is within the Brownfield and the Brownfield land that is legally and technically available for development is utilized.

### **B7.3. Landfill Development**

- i. Indicate how much of the Generation Footprint is located on a Landfill. For projects built on a Landfill to qualify for the bid preference, the Generation Footprint must be wholly located on the Landfill. However, if the size of the Landfill cannot accommodate the entire Generation Footprint, then the project can still be eligible to receive the qualitative preference, provided

at least 75% of the total Generation Footprint is within the Landfill and the Landfill land that is legally and technically available for development is utilized.

- ii. For solar photovoltaic projects on a landfill, attest that no more than 10% of the Project Site is on slopes greater than 15% and that there will be no grading before, during, or after construction to achieve this slope requirement. Provide a map that shows the slope percentage(s) on the Project Site.

**B7.4. Sand and Gravel Pits Development**

- i. Indicate the percentage of the total Project Site that is on the sand and gravel pit.
- ii. For solar photovoltaic projects, attest that no portion of the Project Site is on slopes greater than 15%. Indicate whether there will be any grading on previously disturbed or excavated land to achieve this slope requirement. Provide a map that shows the slope percentage(s) on the Project Site and the portion of the Project Site that will be graded, as applicable.

**B8. PERMIT ACQUISITION PLAN AND ENVIRONMENTAL VIABILITY**

**B8.1.**

- i. Provide a viable plan to acquire all permits. Provide a list of all the permits, licenses, and environmental assessments required. If a Bidder has secured any permit or has applied for a permit, please identify in the response.
- ii. Provide a list of all federal, state, and local permits, licenses, and environmental assessments required to construct and operate the project, including the issuing agency.

**B8.2.** Provide the anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements and any documentation supporting such anticipated timeline. Include a project approval assessment that describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the milestone date. All requirements should be included on the project schedule.

**B8.3.** Provide a preliminary environmental assessment of the Project Site and project, including both construction and operation, as applicable. In addition, identify environmental impacts associated with the proposed project, any potential impediments to development, and the Bidder's plan to mitigate such impacts or impediments. For projects located within Connecticut, each Bidder should reference DEEP's Forestland Habitat Impact Map in its environmental assessment and submit a copy of the Forestland Habitat Impact Map with the Project Site superimposed on it. Include a link to the map within the response to Appendix B. This [Forestland Habitat Impact Map](#) is a useful screening tool for siting purposes but is not intended to show locations of core forest. The analysis should address each of the major environmental areas presented below, as applicable to the proposed project:

- i. Impacts to water resources – These resources include but are not limited to wetlands and wetland soils, waterbodies, watercourses, groundwater, drinking water and public water supplies, and how those impacts will be avoided, reduced, and mitigated if necessary, consistent with federal policy on no net loss of wetlands. If an impact is likely to occur, plans to reduce and mitigate must be clearly documented. The assessment for wetlands should include proposed setbacks from wetlands and vernal pools, and avoidance or mitigation measures taken to reduce wetland impacts.
- ii. Land use impacts – Describe how the project conforms to applicable state plans directing conservation and development and other natural resource plans. Describe any impacts to prime farmland and agricultural soils, and the plan to mitigate such impacts or impediments. To the extent not already described in the habitat discussion in Section B6.9 above, describe any impacts to forest resources, including acreage and type of forest impacted, and measures taken to avoid or lessen forest resource impacts. Describe any potential detrimental impacts due to reuse of contaminated land.
- iii. Impacts during Project Site development
- iv. Transportation infrastructure impacts
- v. Air quality impacts
- vi. Impacts to cultural resources
- vii. Impacts on noise levels
- viii. Aesthetic/visual impacts
- ix. Transmission and distribution infrastructure impacts
- x. Fuel supply access, where applicable.

**B8.4.** Identify any existing, preliminary or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the project or the ability to obtain or retain the required permits for the project.

**B8.5.** Indicate the proximity of the Project Site and interconnection route to ridgelines and ridgeline setback areas as defined in Section 8-1aa of the General Statutes.

**B8.6.** Indicate how the Bidder intends to satisfy the Connecticut Siting Council requirements. Indicate whether the Bidder intends to go through the certificate process or declaratory ruling process and how the Bidder intends to get representation in writing from the Department of Agriculture and the Department of Energy and Environmental Protection, as applicable.

**B8.7.** Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the “Applicant Compliance Form” available at: <https://portal.ct.gov/DEEP/Permits-and-Licenses/Common-Forms>.

**B8.8.** Include a summary of any disputes relating to the environmental compliance of the Bidder (including any general and limited partners, officers, directors, managers, members, shareholders,

and subsidiaries), including the environmental compliance of projects owned or managed by Bidder or any of its affiliates in the United States or related to any energy product sale agreement.

## **B9. PROJECT VIABILITY**

**B9.1.** Provide a reasonably detailed but preliminary engineering plan that identifies the type of generation technology, if applicable, and the major generation equipment to be used for each identified item of major generation equipment. This preliminary engineering plan should include the following information:

- i. Manufacturer of the equipment; if the equipment manufacturer has not yet been selected, identify the equipment procurement strategy and the factors under consideration for selecting the preferred equipment;
- ii. Equipment vendor(s) or supplier(s) selected; if the equipment vendor(s) or supplier(s) has not yet been selected, provide a list of the key equipment vendors or suppliers under consideration;
- iii. Status of acquisition of the equipment; indicate if the Bidder has secured the equipment for the project and whether the Bidder has a contract for the equipment; if not, identify the long-lead equipment options, describe the timing for securing the equipment, and provide the status of any pertinent commercial arrangements; and
- iv. History of equipment operations.

**B9.2.** Provide the following:

- i. Documentation of outreach conducted to-date or plans for outreach going forward if a contract is awarded to educate potential host communities on the proposed project. A passing response must include at least two (2) of the following:
  - a. Copies of any agreements with communities and other constituencies that may be impacted by the proposed project;
  - b. Emails, letters, and/or other communications with or directed to local municipal officials;
  - c. Emails, letters, and/or other communications with or directed to municipality residents and/or community organizations (including but not limited to environmental non-profits, social services non-profits, or other organizations that serve the local community);
  - d. Time, date, and materials from any in -person or virtual meeting held with local officials, property owners, abutters, community organizations, and/or other town residents to educate them about the proposed project;
  - e. Other documentation that substantiates outreach efforts to-date with the host community; and/or
  - f. A community outreach plan that the bidder will complete if awarded a contract. A sufficient community outreach plan would include: plans for outreach events and activities such as local events to exhibit at or groups that the developer will present to.



**B9.3.** If the project is greater than or equal to two (2) MW, the bidder must provide a plan for compliance with Public Act 21-43, including but not limited to:

- a. A plan to take appropriate actions to ensure a workforce development plan is established;
- b. A plan to ensure each contractor and subcontractor involved in the construction of the project completes a sworn certification consistent with the requirements of subsection (c) of Public Act 21-43, including but not limited to a draft certification for such contractors and subcontractors;
- c. A plan to comply with the remaining applicable sections of Public Act 21-43.

**B10. COMMUNITY IMPACTS**

- i. Provide an analysis of any potential impacts, both positive and negative, to the host community. Such impacts may include but not be limited to: siting impacts, quantifiable increases or decreases in air pollution, job creation, community ownership options such as equity options in a special purpose entity that owns the SCEF so members of host communities can earn dividends on project development, or other economic development investments.
- ii. Provide a detailed description of plans or investments the bidder will take to alleviate environmental burdens or other negative impacts from the project on affected groups, especially environmental justice communities. Such steps may include the details of a community benefits package.

## Attachment 1

### **Affidavit #1: Bidder's Affidavit of Site Control under the Modified Program Requirements of the Shared Clean Energy Facility Program**

**NOTE: Affidavit #1 must be completed and submitted by all Bidders. If the Bidder and Owner of the Project Site are the same individual or entity, only Affidavit #1 is required. If the Bidder and the Owner of the Project Site are not the same individual or entity, the Bidder must also submit Affidavit #2, as completed by the Owner of the Project Site.**

For the purposes of this affidavit, "Bidder" is defined as the individual or business submitting a proposal ("Bid") to be considered for selection in the annual Shared Clean Energy Facilities ("SCEF") program solicitation and "Owner of the Project Site" is defined as the legal owner of the SCEF Project Site.

As a duly authorized representative of the Bidder of the SCEF project, I hereby attest that the Bidder has control of the Project Site, or an unconditional right, granted by the Owner of the Project Site, to acquire such control to use the site for the SCEF in the SCEF Bid, and any rights-of-way needed for interconnection, and is authorized to submit the Bid to locate the SCEF on the Owner of the Project Site's property. Site control and property rights include all leases, easements, or development rights necessary to develop and/or operate the SCEF project, including any necessary leases from an applicable government authority.

The Bidder understands that if it is later determined that the Bidder does not have control of the Project Site, or an unconditional right, granted by the Owner of the Project Site, to acquire such control prior to the bid deadline set forth by the relevant Request for Proposal, the Bidder, and the SCEF project, may be removed from the SCEF Program and forfeit eligibility for future participation pursuant to Section 10 of the Modified Program Requirements.

The Bidder represents that it understands the requirements for site control as outlined in the Modified Program Requirements.

As a duly authorized representative of the Bidder, I have reviewed the statements and certifications provided above and certify that such statements and certifications as applicable to the SCEF Bid are true and accurate to the best of my knowledge.

The Bidder, or its representative, shall fill out and sign the following:

**NOTE: Electronic signatures are not acceptable. The Bidder's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.**<sup>13</sup>

**Please indicate the appropriate site control agreement selection:**

<input type="checkbox"/>	<b>Signed option agreement to lease or purchase the Property.</b>
<input type="checkbox"/>	<b>Executed lease agreement for the Property.</b>
<input type="checkbox"/>	<b>Executed agreement to purchase the Property.</b>
<input type="checkbox"/>	<b>License or other agreement granting exclusive right to use the Property for purposes of constructing and operating the distributed generation facility.</b>
<input type="checkbox"/>	<b>N/A - Property Owner will own and operate the distributed generation facility</b>

Bidder: \_\_\_\_\_

(Exact legal name of the Bidder, as defined above)

Signature of the Bidder

(or its Representative): \_\_\_\_\_

Print or Type Name of Bidder

(or its Representative): \_\_\_\_\_ (duly authorized)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**The Notary Public shall fill out and sign the following:**

Subscribed and sworn before me, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

Commission expires: \_\_\_\_\_

<sup>13</sup> Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>.

## Attachment 2

### **Affidavit #2: Owner of the Project Site's Affidavit of Site Control under the Modified Program Requirements of the Shared Clean Energy Facility Program**

**NOTE: The completion and submission of Affidavit #2 is only required if the Bidder and Owner of the Project Site are not the same individual or entity.**

For the purposes of this affidavit, "Bidder" is defined as the individual or business submitting a proposal ("Bid") to be considered for selection in the annual Shared Clean Energy Facilities ("SCEF") program solicitation and "Owner of the Project Site" is defined as the legal owner of the SCEF Project Site.

As a duly authorized representative of the Owner of the Project Site, I hereby attest that the Bidder has control of the Project Site, and any rights-of-way needed for interconnection, or an unconditional right, granted by the Owner of the Project Site, to acquire such control. Site control and property rights include all leases, easements, or development rights necessary to develop and/or operate the SCEF project, including any necessary leases from an applicable government authority.

The Owner of the Project Site understands that if it is later determined that the Bidder does not have control of the Project Site, or an unconditional right, granted by the Owner of the Project Site, to acquire such control prior to the bid deadline set forth by the relevant Request for Proposal, the Bidder, and the SCEF project, may be removed from the SCEF Program and forfeit eligibility for future participation pursuant to Section 10 of the Modified Program Requirements.

The Owner of the Project Site represents that it understands the requirements for site control as outlined in the Modified Program Requirements.

The Owner of the Project Site further attests that the Bidder is authorized by the Owner of the Project Site to submit the Bid to locate a SCEF project on the Owner of the Project Site's property.

As a duly authorized representative of the Owner of the Project Site, I have reviewed the statements and certifications provided above and certify that such statements and certifications as applicable to the Bid are true and accurate to the best of my knowledge.

The Owner of the Project Site, or its representative, shall fill out and sign the following:

**NOTE: Electronic signatures are not acceptable. The Owner of the Project Site's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.**<sup>14</sup>

**Please indicate the appropriate site control agreement selection:**

<input type="checkbox"/>	<b>Signed option agreement to lease or purchase the Property.</b>
<input type="checkbox"/>	<b>Executed lease agreement for the Property.</b>
<input type="checkbox"/>	<b>Executed agreement to purchase the Property.</b>
<input type="checkbox"/>	<b>License or other agreement granting exclusive right to use the Property for purposes of constructing and operating the distributed generation facility.</b>
<input type="checkbox"/>	<b>N/A - Property Owner will own and operate the distributed generation facility</b>

Owner of the Project Site: \_\_\_\_\_

(Exact legal name of Owner of the Project Site, as defined above)

Signature of Owner of Project Site

(or its Representative): \_\_\_\_\_

Print or Type Name of Owner of Project Site

(or its Representative): \_\_\_\_\_ (duly authorized)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**The Notary Public shall fill out and sign the following:**

Subscribed and sworn before me, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

Commission expires: \_\_\_\_\_

<sup>14</sup> Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here:

<https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>.

Attachment 3

**AFFIDAVIT: "VERACITY OF STATEMENTS"**

That \_\_\_\_\_, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/she is the \_\_\_\_\_ (Office of Affiant) of \_\_\_\_\_ (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant;

**That \_\_\_\_\_, the Applicant herein, certifies under penalty of false statement that all statements submitted in its response to Appendix B of the SCEF Modified Program Requirements, as filed concurrently with a project bid filing in response to a Request for Proposals issued by Eversource or United Illuminating, whichever is applicable, are true and complete and that it will also amend said submission while the project bid filing is pending if any substantial changes occur regarding the information provided in the submission within ten days of any such change.**

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Title (relationship to Applicant)

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ } ss. \_\_\_\_\_

\_\_\_\_\_  
(Town)

The foregoing was subscribed to and sworn to before me this \_\_\_\_\_

\_\_\_\_\_  
day of \_\_\_\_\_

\_\_\_\_\_  
(day)

\_\_\_\_\_  
(month)

\_\_\_\_\_  
(year)

by \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public or other official)

\_\_\_\_\_  
(Printed Name of Notary Public or other official)

My commission expires \_\_\_\_\_

## **Attachment 4** **Self-Certification Form**

Should either Electric Distribution Company (EDC) not meet their cap from the EDC list of eligible and qualified projects, the EDC shall provide assistance to DEEP to identify the DEEP-disqualified projects most likely to gain approval through DEEP's stormwater permitting process and to be deployed. This form is only applicable to Bids with Project Sites that violate the slope requirements in Section 4.5 of the Modified Program Requirements and that wish to be considered in the event the EDC does not meet their megawatt cap and there are no eligible bids remaining in the queue.

The undersigned hereby acknowledges that:

1. All or a portion of the solar array proposed is to be located on a post-construction slope greater than 15%, and for projects sited on landfills, more than 10 percent of the proposed solar array is on a post-construction slope of greater than 15 percent.<sup>15</sup>
2. The General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities issued by the Department of Energy and Environmental Protection ("Department"), effective December 31, 2020 ("General Permit"), in Appendix I entitled "Stormwater Management at Solar Array Construction Projects" ("Appendix I"), specifies that "all solar panels in the array shall also be considered effective impervious cover for the purposes of calculating Water Quality Volume if the proposed post-construction slopes at the site are equal to or greater than 15% . . ." and, as such, requires the retention/detention of a significantly higher volume of stormwater than is required to be retained/detained when a solar array is proposed to be located on post-construction slopes of less than 15%.
3. Additional stormwater infrastructure, including but not limited to an engineered stormwater management system, will likely be necessary to retain the required Water Quality Volume for a solar array located on a post-construction slope equal to or greater than 15% consistent with the General Permit. Certain engineered structures for the detention/retention of water could require a permit for the construction of a dam under section 22a-402 of the Connecticut General Statutes.
4. Steep slopes may present other stormwater management challenges, and require additional stormwater measures, to ensure that post-development peak discharge corresponds with pre-development peak discharge, provide permanent stabilization and non-erosive conveyance of runoff from the site, and prevents an increase in peak flows, erosive velocities or volumes, or adverse impacts to downstream properties. To ensure the appropriate management of stormwater, the Department may require control measures or impose conditions including, but not limited to, reductions in solar array footprint, changes in solar

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<sup>15</sup> This form is not applicable for projects sited on landfills with 10 percent or less of the Project Site on a slope of greater than 15 percent, as such projects are in compliance with the slope requirements in Section 4.5 of the Modified Program Requirements. Projects sited on landfills that have more than 10 percent of the Project Site on a slope of greater than 15 percent should complete the Self-Certification Form if they wish to be considered in the event that the megawatt cap for a given procurement is not met and no eligible bids remain in the queue.

array spacing, changes in panel row orientation, increased setbacks, and enhanced erosion and sediment control measures.

5. The proposed facility will be subject to strict construction phasing any may require establishment and consistent re-establishment of appropriate vegetative cover or other standard means of erosion and sedimentation control throughout construction of the project. A letter of credit, in an amount calculated based on the total area to be disturbed, is required.



The undersigned therefore certifies that:

1. I have reviewed the General Permit, including Appendix I.
2. A Qualified Professional Engineer as defined by the General Permit and whose name and seal appear below, has indicated that the necessary infrastructure to retain the Water Quality Volume calculated as required by Appendix I of the General Permit, and to otherwise manage stormwater in compliance with the requirements of the General Permit, including Appendix I thereto, can be constructed on the site.
3. The bid price accounts for the need to construct the required stormwater infrastructure, the required financial assurance, and any other costs associated with obtaining registration under the General Permit and any other authorizations, including but not limited to, individual permits required by the Department to construct the necessary stormwater infrastructure.
4. Any required permits from the Department, including but not limited to permits related to the management of stormwater and construction of related infrastructure, will be obtained and that selection of this project in this procurement shall not require the Department to approve any required permit or authorization, and nothing herein impacts the Department's right to disapprove or deny any permit application or registration, or to require control measures or impose conditions, including, but not limited to, those described above.

By: \_\_\_\_\_

Date:  
Name:  
Title:  
Company:

Information for Qualified Professional Engineer:  Name: Title: Company: Street Address: City/Town: State and Zip Code:	Affix Qualified Professional Engineer Seal:
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