



Year 2

Request for Proposals

for

Non-Residential Renewable Energy Solutions Program

of

The Connecticut Light and Power Company

dba Eversource Energy (“Eversource”)

and

The United Illuminating Company (“UI”)

Issue Date for February Solicitation: FEBRUARY 1, 2023

Issue Date for August Solicitation: AUGUST 1, 2023

EVERSOURCE AND UI RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS OR PROPOSALS

THE COMPANIES ALSO RESERVE THE RIGHT TO ANNOUNCE CHANGES TO THIS RFP BASED ON PENDING REGULATORY DECISIONS. IN THE EVENT CHANGES ARE MADE, NOTICE OF SUCH CHANGES WILL BE POSTED AND HIGHLIGHTED ON THE COMPANIES’ RESPECTIVE WEBSITES.

# 1 **GENERAL.**

- 1.1 **INTRODUCTION TO THE RFP.** The Connecticut Light and Power Company dba Eversource Energy (“Eversource”), and The United Illuminating Company (“UI”) (each a “Company” and collectively the “Companies”), are hereby issuing this joint Request for Proposals (“RFP”) in furtherance of the “Non-Residential Renewable Energy Solutions Program” (the “Program,” “NRES”) established pursuant to PA 19-35 subparagraphs (A) and (B) of Section 3(a)(2) as amended by PA 22-14, collectively “the Acts”.
- 1.2 **PROGRAM SUMMARY.** In accordance with the Acts, the Companies have developed this RFP for the purchase of energy and renewable energy certificates produced by eligible generation projects under this subsection over the duration of each applicable tariff. This RFP provides a description of the tariffs available, and this Program.
- 1.3 **CAPITALIZED TERMS; HEADINGS.** Capitalized terms used but not defined in the body of this RFP have the meanings given to such terms in the Tariff Agreement for the Purchase and Sale of Connecticut Class I Renewable Energy Credits and Energy from Non-Residential Renewable Energy Solutions Projects (“Tariff Agreement”<sup>1</sup>), included as Attachment 1 to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Tariff Agreement.
- 1.4 **INVITATION TO BID.** You are invited to submit a proposal (“Bid”) as a bidder (“Bidder”) to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy produced by your Facility pursuant to the terms and conditions of a fully executed Tariff Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids in excess of the following amounts per MWh for the Buy-All Tariff.

**TABLE 1 - NRES PROGRAM YEAR 2 BUY-ALL PRICE CAPS**

NRES Buy-All Price Caps	
<b>Category</b>	<b>Price Cap</b>
Small Zero Emission	\$200.97/MWh
Medium Zero Emission	\$190.00/MWh
Large Zero Emission	\$159.00/MWh
Low Emission	\$159.00/MWh

The Netting Price Caps for each Category and Retail Rate can be calculated using the following formula ensuring that the Net Present Value (“NPV”) Retail Rate used in said formula is derived from the most recent version of the Bid Price Calculator which was filed and approved in Docket No. 22-08-03 and is available on the EDCs websites:

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<sup>1</sup> The Form of Tariff Agreement may be updated between the issuance of this RFP and the Tariff Agreement execution.

Buy-All Price Cap - NPV Retail Rate (\$/MWh) = Netting Price Cap (\$/REC)<sup>2</sup>

The resulting Netting Price Caps for each category and each company are included below for reference:

**Table 2 - UI Year 2 NRES Program Netting Tariff Rate and Price Caps by Project Size Category, Rate Class, and Technology (\$/REC)**

<b>Rate Class</b>	<b>Small Zero Emission Netting Tariff Rate</b>		<b>Medium Zero Emission Netting Price Cap</b>		<b>Large Zero Emission Netting Price Cap</b>		<b>Low Emission Netting Price Cap</b>	
<b>Non Time-of-Use Rates</b>								
<b>R</b>	\$0.00		\$0.00		\$0.00		\$0.00	
<b>GSN</b>	\$0.00		\$0.00		\$0.00		\$0.00	
<b>GSD</b>	\$54.83		\$43.86		\$12.86		\$12.86	
<b>Time-of-Use-Rates</b>								
	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>
<b>RT</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>GST-N</b>	\$0.00	\$8.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>GST-SS</b>	\$37.28	\$49.85	\$26.31	\$38.88	\$0.00	\$7.88	\$0.00	\$7.88
<b>LPT-SS</b>	\$62.92	\$73.55	\$51.95	\$62.58	\$20.95	\$31.58	\$20.95	\$31.58
<b>GST-LRS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>LPT-LRS</b>	\$8.77	\$9.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<sup>2</sup> In the situation where the Netting Bid Price Cap would be less than \$0, Bidders should treat the Netting Bid Price Cap as \$0/REC.

**Table 3 - Eversource Year 2 NRES Program Netting Tariff Rate and Price Caps  
by Project Size Category, Rate Class, and Technology (\$/REC)**

<b>Rate Class</b>	<b>Small Zero Emission Netting Tariff Rate</b>		<b>Medium Zero Emission Netting Price Cap</b>		<b>Large Zero Emission Netting Price Cap</b>		<b>Low Emission Netting Price Cap</b>	
<b>Non Time-of-Use Rates</b>								
<b>1</b>	\$0.00		\$0.00		\$0.00		\$0.00	
<b>5</b>	\$0.00		\$0.00		\$0.00		\$0.00	
<b>30</b>	\$52.25		\$41.28		\$10.28		\$10.28	
<b>30a</b>	\$29.96		\$18.99		\$0.00		\$0.00	
<b>35</b>	\$53.64		\$42.67		\$11.67		\$11.67	
<b>40</b>	\$0.00		\$0.00		\$0.00		\$0.00	
<b>Time-of-Use-Rates</b>								
	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>	<b>Solar</b>	<b>Non-Solar</b>
<b>7</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>27</b>	\$29.97	\$39.30	\$19.00	\$28.33	\$0.00	\$0.00	\$0.00	\$0.00
<b>27a</b>	\$5.48	\$18.85	\$0.00	\$7.88	\$0.00	\$0.00	\$0.00	\$0.00
<b>37</b>	\$32.86	\$41.77	\$21.89	\$30.80	\$0.00	\$0.00	\$0.00	\$0.00
<b>41</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>55</b>	\$51.55	\$57.25	\$40.58	\$46.28	\$9.58	\$15.28	\$9.58	\$15.28
<b>56</b>	\$51.11	\$56.91	\$40.14	\$45.94	\$9.14	\$14.94	\$9.14	\$14.94
<b>57</b>	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>58</b>	\$0.00	\$.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

- 1.5 **QUALIFICATION.** To be considered for selection, a Bid must meet all of the requirements set forth in Section 4, (“Bid Evaluation”), and adhere to the schedule and other requirements set forth in Section 2, (“RFP Process”).
- 1.6 **EVALUATION AND AWARD CRITERIA.** Each Company will base its independent evaluation and award(s) on (i) qualified Bids, (ii) pricing, and (iii) compliance with the RFP Process.
- 1.7 **PURA APPROVAL.** Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by the Public Utilities Regulatory Authority (“PURA”) as set forth in the Tariff Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, the Companies will submit required information to PURA following each Bid award. If any of the Bids and/or Tariff Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Tariff Agreement(s). Article 12 of the Tariff Agreement addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Agreement(s), and/or individual awards.

- 1.8 **NATURE OF SOLICITATION.** The Companies will evaluate all conforming Bids, however, the Companies make no commitment to any Bidder that it will accept any Bid(s). The Companies reserve the right to discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract.
- 1.9 **TARIFF AGREEMENT.** In the event of any inconsistency between the provisions of the Tariff Agreement or any other part of this RFP or RFP Process, the provisions of the Tariff Agreement are controlling. Bidders should review the Tariff Agreement thoroughly and submit their Bids based upon the terms and conditions of the Tariff Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariff Agreements.
- 1.10 **CONFIDENTIALITY.** The receiving Company agrees to treat Bids in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder's participation in the solicitation process described herein and to obtain Regulatory Approval. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Bids submitted by any Bidder may be publicly disclosed within the time periods set forth in such orders, as may any awarded contract in its entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders, as these regulatory orders may change from time to time.

## **2 RFP PROCESS.**

- 2.1 **SCHEDULE.** Table 5 – February RFP Schedule and Table 6 – August RFP Schedule hereto provide the schedules for these RFPs. The Companies, at their sole discretion, may modify the schedules at any time.
- 2.2 **BIDDERS CONFERENCE.**<sup>3</sup> The Companies will hold Bidders Conferences to answer questions about the RFPs in accordance with the RFP Schedules. The purpose of the Bidders Conferences is to provide the opportunity to clarify any aspects of the RFPs. The Companies will attempt to answer questions during the Bidders Conferences. While the Companies may respond orally to questions posed at the Bidders Conferences, only written answers that are provided in response to written questions will be considered official responses. The Companies will post responses to Bidders' questions on their websites following the Bidders Conferences. Please see Section 7 of this RFP for contact information, including Company websites.

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<sup>3</sup>The Bidders Conference will be held as a Webinar only.

## 2.3 PROCESS OVERVIEW

- 2.3.1 The joint RFP process, with separate Bid evaluations by each EDC, will ensure consistency and administrative efficiency, as well as facilitate regulatory review.
- 2.3.2 Each Bidder must submit its Bid to the appropriate EDC in whose service territory the Project is located. Projects outside of the applicable EDC's service territory are ineligible.
- 2.3.3 For Projects participating in the Year 2 Small Zero Emission category, the Tariff Rate has been administratively set by PURA in the amount of \$200.97/MWh for the Buy All Tariff and subject to the Tariff Rates outlined in Section 1.4 herein for the Netting Tariff.
  - 2.3.3.1 The solicitation for Small Zero Emission Projects will occur through a first come, first served process in accordance with the RFP Schedule.
  - 2.3.3.2 All bids in each EDC's standby queue will expire on the date when the results of each EDC's procurement for the NRES Program are approved by PURA.
- 2.3.4 Bids submitted for Projects in the Year 2 Medium and Large Zero Emission and Low Emission categories are subject to the annual price caps as determined by PURA as noted in Section 1.4 herein.
- 2.3.5 Each EDC will separately submit selected Projects to PURA for Regulatory Approval.

## 2.4 BID SUBMISSION.

- 2.4.1 **Bid Forms:** Each EDC will develop and maintain its own form to be used for Bid submission ("Bid Form"). Each EDC will provide a website link containing such EDC's Bid Form and EDC-specific instructions for Bid submission, as well as any additional forms that Bidders may be required to complete. Bids are discussed further herein including in Sections 2.4.2 and 2.4.3.
- 2.4.2 **Submission of Bids:** Bids must be submitted in accordance with the EDC-specific instructions. Bidders must comply with the instructions to ensure that their Bids are complete. In addition to completion of the Bid Form, Bidders must provide a Bid Certification Form, and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, or other forms as necessary based on the specifics of the Bid. Bidders who claim the designation of any of the Bid Preferences as designated by PURA may also be required to submit additional documentation proving such qualification. Specific instructions for how to provide these additional documents may vary by EDC, and are set forth in the EDC-specific bid instructions.

2.4.3 **Bid Details:** Bidders must submit their Bids by using the EDC-specific Bid Form, which contains the majority of the information necessary for the Companies to evaluate Bids. At a minimum, the information listed below may be required for Bid submission. However, additional/supplemental information is or may be required as set forth herein:

Bid Form Information

- Bid Certification Form
- Bidder name
- Customer name
- Owner of the Project Site
- Customer billing account number
- Project Site Address
- An affidavit that the Project has not received grants and/or rebates from the CT Green Bank
- An affidavit that the Project is not a Shared Clean Energy Facility
- An affidavit of site control
- An affidavit that the Project has not received an agreement under the LREC/ZREC Program that is not in-service at the time of the bid
- An affidavit attesting that Bidder represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category
- An affidavit attesting that Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions Program only and does not affect how the Projects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review
- Tariff Payment Beneficiary Name (if applicable)
- Indicated percentage of payments to be allocated to Tariff Payment Beneficiary and Customer of Record (if applicable)
- System size in kW (AC)
- Historical load data to demonstrate that a system has been sized so as not to exceed the highest load of a 12 consecutive month period over the prior five years at the proposed Project Site
  - Program participants can size Projects up to the highest 12 consecutive months of load over the prior five years at a given Project Site. Bidders must provide the EDCs with the 12 months of load data that the Project is being sized to at the time of bid submission. When 12 consecutive months of load data is not available, the Bidder shall provide as much historical load data as available, and the EDCs will use that data to estimate the remainder of the 12-month period which was not available at the time of bid submission.
  - The lone exception to this rule is for Buy-All Rooftop Projects. Buy-All Rooftop Projects are exempt from the size to load provisions.

Such Rooftop Project Bids shall indicate in the Bid that it will be a Rooftop Project and is not required to be sized to load.

- For SAM customers, 12 consecutive months of load data for each of the up to five Beneficial Accounts must be provided to support the Bid. The Beneficial Account Credit Allocation Form (“BACAF”) will also be required to determine the designated Beneficial Accounts and associated billing accounts to which the EDCs will allocate any net excess bill credits generated by the Project. For Projects indicating at the time of Bid submission that their load is expected to increase in accordance with transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps), a Connecticut Licensed Professional Engineer certification certifying the load expected to materialize over the five years following Bid submission attributable to these items will be required
- For Projects where a State, Agricultural, or Municipal (SAM) account is acting as a Customer Host, the SAM Customer Host account must demonstrate ownership of the Project Site through deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase. These ownership requirements do not apply to beneficial SAM Accounts.
- If a Bidder seeks to qualify a technology other than Solar PV or Fuel Cell, such as Anaerobic Digestion, then such Bidder must submit a Connecticut Licensed Professional Engineer certification that includes the average annual production of the Project.
- Documentation proving site control such as deeds,<sup>4</sup> written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site regarding the right to develop the Project.
- Copy of the most recent Customer bill
- For New Construction Projects, a copy of documentation certified by a Connecticut Licensed Professional Engineer certifying the Customer load estimated to materialize over the five years following Bid submission attributable to these items will be required, with the exception of Buy-All Rooftop Projects
- For informational purposes only, all bids received from Class I renewable energy sources that emit carbon must certify that the Project is technologically capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established<sup>5</sup>

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<sup>4</sup> Including, but not limited to, Warranty Deed, Quit Claim Deed, Executor’s Deed, Trustee’s Deed, or any other valid proof of ownership.

<sup>5</sup> See, Executive Order No. 3 dated November 3, 2019 signed by Governor Ned Lamont. See also, S.B. 10, Session Year 2020. The intention in requiring the certification of carbon neutrality by 2040 is to ensure that PURA and the



- For Projects indicating at the time of Bid submission that they meet any of the Bid Preference criteria, an explanation with supporting description and/or documentation is necessary for each such Bid Preference at the time of Bid Submission to the respective EDC via the Bid Preference Explanation and Description form
- Other Bid requirements as determined by the EDCs
  - Specific instructions for how to provide all bid documents may vary by Company, and are set forth in the Company-specific instructions.
    - TO EVERSOURCE: Bids must be submitted to Eversource via the Eversource Bid Portal which can be found on the Eversource NRES Program page linked [here](#).
    - TO UI: Bids must be submitted to UI via the UI Bid Portal which can be found on the UI NRES Program page linked [here](#).

2.4.3.1 “Bid Certification Form”. This five (5) page form is mandatory. Every Bid must be accompanied by an executed Bid Certification Form, which must contain four signatures, one by the Bidder, one by the Owner of the Project Site, one from the Customer of Record, and one from the Tariff Payment Beneficiary. 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 signatures as required pursuant to the specifics of the Bid, will not be considered. For purposes of clarification, for all Bids, pages 2, 3, and 4 are mandatory and page 5 is mandatory only if a Tariff Payment Beneficiary is elected. Each Company’s website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

- The five-plus page Bid Certification Form consists of the following:
  - Page 1 – Instructions for completion of Pages 2 through 5
  - Page 2 – Bidder’s Signature, Commitment and Acceptance: By signing this page of the Certification form, the Bidder or a duly authorized representative of the Bidder is making a number of certifications, including that the information provided in the Bid is complete and accurate, and that the Bidder and the project meet the eligibility requirements set forth in this RFP as discussed in Section 5 below.

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EDCs have the requisite information regarding the technical capabilities of those resources under contract in 2040 to implement a 100 percent zero carbon goal, should such a goal become law. Such information may prove unnecessary depending on the statutory language and implementation of any 100 percent zero carbon goal.

- Page 3 - Tariff Agreement Customer's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Tariff Agreement Customer or a duly authorized representative of the Tariff Agreement Customer is making a number of certifications, including that the Tariff Agreement Customer has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the Project Bid are true and accurate to the best of the Tariff Agreement Customer's knowledge.
- Page 4 - Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance: The Bidder must have and certify site control to the EDC prior to submitting such Bid. Signing this affidavit along with providing documentation as additional attachments to the Bid Certification Form proving site control such as deeds (including but not limited to, Warranty Deeds, Quit Claim Deeds, Executor's Deeds, Trustee's Deeds, any other valid proof of ownership), written leases, options to lease, memorandums of lease, memorandums of options to lease, and contracts to purchase, represents certification of site control. The Owner of the Project Site must sign this affidavit, which is required to be witnessed by a Notary Public. By signing the affidavit, the Owner of the Project Site or a duly authorized representative of the Owner of the Project Site is making a number of affirmations and certifications, including that the Owner of the Project Site has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the Project Site are true and accurate to the best of the knowledge of the Owner of the Project Site.
- Page 5 – Tariff Payment Beneficiary Signature, Commitment, and Acceptance (If Applicable): By signing this page of the Certification form, the Tariff Payment Beneficiary is making a number of certifications, including that the Tariff Payment Beneficiary has reviewed the requirements, terms and conditions, and obligations of the Tariff Payment Beneficiary as they pertain to this Program.
- Both EDCs I require that the five-plus (5+) page Bid Certification Form must be attached to the Bid as one single PDF (.pdf) file prior to submission as part of the completed Bid. Both the Bid and Bid Certification Form are submitted at the same time. The most current Bid Certification form must be used. Other previous versions of the Bid Certification Form are not acceptable.

#### 2.4.3.2 “Connecticut Licensed Professional Engineer Certification”.

- A Connecticut Licensed Professional Engineer Certification is required in the following circumstances, as noted in Sections 3.1.1, 3.3, and 5.9.3 of the Non-Residential Renewable Energy Solutions Program Rules:
- The size of a Project may be based on an amount greater than the net load at a Project Site only if a Connecticut Licensed Professional Engineer Certification is provided showing that any existing generation will be removed or no longer operational within five (5) years of Bid submission. Under such circumstances, a Project may be sized to the anticipated future annual load in kWh and subject to the performance penalties discussed in Sections 6.1.5.
- For New Construction Projects that are not SAM Customers or Rooftop Projects, Bidders will be required to submit a Connecticut Licensed Professional Engineer Certification which certifies the anticipated Customer load at the Project Site, and how such Project shall be sized so as not to exceed such anticipated Customer load at the Project Site. Such anticipated Customer load may include a reasonable approximation of the annual load expected to materialize over the five years attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps).

2.4.3.3 “Documentation proving site control”. Every Bidder must submit supplementary documents proving site control. Documentation may include deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase.

2.4.3.4 “Certificate of Carbon Neutrality”. For purely information purposes, Bids received from Class I renewable energy sources that emit carbon to certify that the project is technologically capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established.

2.4.3.5 “Copy of the most recent Customer Bill”. For any projects proposed at a site with existing customer electric service, a copy of the most recent customer bill must be included.

2.4.3.6 “Historical Load”. With the exception of Rooftop Projects, Program participants must provide 12 consecutive months of load from the prior five years during the Bid submission process. When 12 consecutive months of load data is not available, the Bidders shall provide as much historical load data as available. For SAM

customers, load data for up to five Beneficial Accounts must be provided to support the Bid.

2.4.4 Non-Refundable Bid Fee

2.4.4.1 Bidders will be required to pay a non-refundable Bid fee of \$300 at the time of Bid submission. The Bid fees will be used to offset the costs to administer the Program.

2.4.5 Performance Assurance

2.4.5.1 Performance Assurance is required for all zero emission and low emission Projects at the time of Bid submission in the amount set forth in section 2.4.5.2 herein.

2.4.5.1.1 Performance Assurance shall not accrue interest.

2.4.5.2 The amount of Performance Assurance required at the time of Bid submission shall be based upon the following formula:

Project Size in kW (AC) \* \$25.00

2.4.5.3 Failure by a Bidder to provide Performance Assurance in a form acceptable to the EDC at the time of Bid submission as required shall result in immediate and automatic disqualification of the Bid without opportunity to cure.

**3 COMPENSATION STRUCTURES**

3.1 The Compensation Structure will be selected at the time of Application submission and cannot be modified once selected, either before or after the system receives Approval to Energize from the utility.

3.2 Buy-All: Under the Buy-All Compensation Structure, the EDC will compensate the Customer for all metered energy produced by the Project at the Tariff Rate.

3.2.1 Customers with existing net metering rights pursuant to Conn. Gen. Stat. Section 16-243h, as amended by Section 1 of Public Act 19-35, shall only qualify for the Buy-All Compensation Structure for any generation added at the Project Site and accepted under this Program.

3.2.2 Customers with oversized Rooftop Projects shall only qualify for the Buy-All compensation structure for any generation associated with such Project.

3.2.3 The Buy-All structure will have a Tariff Rate for energy that includes compensation for RECs and Environmental Attributes. Because the EDC is providing compensation to the Customer and/or Tariff Payment Beneficiary for

the total quantity of energy produced by the Project, there is no need for a separate rate for RECs and Environmental Attributes.

- 3.2.4 The Buy-All Tariff Rate is a fixed per kWh volumetric rate.
  - 3.2.5 If a Bidder elects to provide direct payments to a Tariff Payment Beneficiary in the instance contemplated in Section 6.1.2.2 herein, the Bidder must clearly identify the following: 1) the percentage of total compensation to be paid to a Tariff Payment Beneficiary, and 2) the percentage of total compensation to be paid to each of the Customers of Record associated with each existing Revenue Meter. One hundred (100) percent of the compensation can be allocated to a Tariff Payment Beneficiary.
- 3.3 Netting Tariff: Under the Netting Tariff structure, the EDC will compensate the Customer based on a two-part Tariff Rate. The two-part rate will consist of an Export Rate, and a REC and Environmental Attribute (“REC”) rate.
- 3.3.1 Netting of generation and load will be measured monthly. Measurement of imported and exported power will be performed on a monthly basis at the Revenue Meter each month and summed at the end of each billing period. On a monthly billing basis, the amount of energy on a per kWh basis sold to the Company shall be compared to the amount of energy purchased from the Company. If the amount of energy sold to the Company exceeds the amount of energy purchased from the Company, the monthly net kWh delivered to the distribution system shall be calculated as the difference between the amount of energy sold to the Company minus the amount of energy purchased from the Company. If the amount of energy purchased from the Company exceeds the amount of energy sold to the Company, the monthly net kWh consumption shall be calculated as the difference between the amount of energy purchased from the Company minus the amount of energy sold to the Company.
  - 3.3.2 The Customer will pay the EDC for any monthly net kWh consumption during the billing period at the applicable EDC retail rate.
  - 3.3.3 The Customer will be compensated for any monthly net kWh delivered to the distribution system during the billing period at the Customer’s currently applicable retail rate inclusive of Standard Service energy supply rates.
  - 3.3.4 The Customer or the Tariff Payment Beneficiary, as applicable, will be compensated for the RECs and Environmental Attributes of the total kWh of generation produced by the Project at the REC rate as measured at the Production Meter.
  - 3.3.5 REC Payments shall be made on a quarterly basis to either the Customer of Record or to a Tariff Payment Beneficiary. One hundred (100) percent of the REC payments can be allocated to a Tariff Payment Beneficiary.

- 3.3.6 Customers with existing net metering rights pursuant to Conn. Gen. Stat. Section 16-243h, as amended by Section 1 of the Act, shall only qualify for the Buy-All Compensation Structure for any generation added at the Project Site and accepted under this Program
- 3.3.7 Customers with oversized Rooftop Projects shall only qualify for the Buy-All compensation structure for any generation associated with such Project. Rooftops Projects can qualify for the Netting Compensation Structure, granted they are appropriately sized to load by providing proof of historical or anticipated load during Bid Submission.

#### **4 BID EVALUATION.<sup>6</sup>**

- 4.1 The evaluation and selection of Bids will be independently and separately performed by each EDC for Projects in their respective service territories.
  - 4.1.1 During the course of Bid evaluation, the EDCs will determine whether Bids have curable errors which may be able to be corrected before the selection of Bids for the given solicitation. Curable errors can fall under two categories of human-caused and errors in communication. Project applicants will subsequently have to provide evidence to the EDCs as to the cause of such errors, to ensure the accuracy and reliability of the cure process. Upon acknowledgement of such error(s), the EDCs shall provide a notice of deficiency to the project applicant, with a statement describing the reasons for the deficiency, in a timely manner to the proper contact(s) of the project applicant. Upon receipt of such deficiencies, the project applicant shall have no more than five (5) business days to cure both human-caused and communication errors.
    - 4.1.1.1 Human-caused errors will consequently be defined as any error that was unintentional in nature, including and not limited to, typographical errors, forgetting to attach a required document, missing or incomplete data or form entries, submitting an ineligible or incorrect data point or form, and submitting a form that cannot be opened or read.
    - 4.1.1.2 Errors in communication will be defined as any error that was caused by incorrect, unclear, or inadequate information or communications from the EDCs.
- 4.2 A Bid for any one Project may be submitted for only one of the two Compensation Structures as defined in Section 3.
  - 4.2.1 The Bid evaluation will be performed using a mathematically equivalent basis for comparing Bids under the Buy-All structure to Bids under the

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<sup>6</sup> Refer to Appendix A - Non-Residential Renewable Energy Solutions Program Guidelines for Bid Price Comparison for further clarification including guidance on Negative REC Bids.

Netting Tariff structure. The Bid comparison methodology is further described in Appendix A – Non-Residential Renewable Energy Solutions Program Bid Comparison Guideline of the Non-Residential Renewable Energy Solutions Program Rules.

- 4.3 Bids in each size category except for Small Zero Emission Projects will be evaluated against other bids within that size category regardless of the Compensation Structure selected.
- 4.4 For Small Zero Emission Projects, the EDCs will evaluate proposals on a first come, first served basis based on the date and time that Bids are received as described in Section 2.3.3.
- 4.5 For Large and Medium Zero Emission and Low Emission Projects, the EDCs will evaluate proposals based on fixed Bid prices considering any applicable Bid Preferences as determined by PURA. Valid Bid proposals will be ranked in order from lowest to highest price. EDCs will select Projects with the lowest unit price (after application of the mathematically equivalent basis as set forth in Section 4.2.1) proposals first and will continue as outlined in the RFP Schedule. Bids will have to include fixed pricing as set forth in the requirements of the applicable RFP, and all other information necessary for Bid evaluation as noted herein. The annual MW commitment will be based on the as-Bid size of the Project.
- 4.6 To the extent that Bidder's Project qualifies for any or all of the Bid Preferences noted below and Bidder elects to claim such Bid Preference(s), Bidder is required to include an explanation with supporting description and/or documentation as necessary for each such Bid Preference at the time of Bid submission to the respective EDC via the Bid Preference Explanation and Description form. Small Zero Emission Projects shall not receive any Bid Preferences.
  - 4.6.1 Projects built and wholly located on Landfills and/or Brownfields, as determined by the EDC in consultation with DEEP, will result in the bid for that Project being discounted by twenty percent (20%). For example, a \$100 Bid for a Project that is determined to be wholly located on a Landfill will be evaluated using a bid price of \$80; Bidder would still receive \$100 under the Agreement if selected as a winning Bidder.
    - 4.6.1.1 For Projects built on either Landfills or Brownfields to qualify for the Bid Preference, the Project must be wholly located on either a Landfill or Brownfield. However, if the size of the Landfill or Brownfield cannot accommodate the entire Project footprint, then the Project can still be eligible to receive the qualitative preference, provided at least 75% of the total Project footprint is within the Landfill or Brownfield, and the entire Landfill or Brownfield land that is legally and technically available for development is utilized.

- 4.6.2 Projects located in a Distressed Municipality or SAM Projects with 100% of the Beneficial Accounts located in Distressed Municipalities, as determined by the EDC, will result in the bid for that Project being discounted by twenty percent (20%).
- 4.6.3 Solar Canopy/Solar Carport Projects, as determined by the EDC, will result in the bid for that Project being discounted by twenty percent (20%).
  - 4.6.3.1 Hybrid Projects solely consisting of Rooftop Projects and Solar Canopy/Solar Carport Projects are eligible for this bid preference. Such bid preference will be applied as a weighted percentage of the Solar Canopy/Solar Carport capacity relative to the total system capacity.<sup>7</sup>
- 4.6.4 No one bid shall be eligible for multiple Bid preferences (e.g., Projects located on a Landfill in a Distressed Municipality will receive a twenty percent (20%) Bid Preference).
- 4.7 The EDCs will use the fixed price evaluation<sup>8</sup> methodology to differentiate between Bids that meet threshold Project and Bid eligibility criteria as provided herein. Specifically, Bids will be assessed against the threshold criteria. Bids that meet all of the threshold criteria will be evaluated in a fixed price analysis of the price offered.
- 4.8 Small Zero Emission Project Bid Selection – February RFP
  - 4.8.1 When the selection of a small zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.
  - 4.8.2 If applicable, the EDCs will select small zero emission Projects on a rolling basis, with the final round of selection notifications being sent after the date Bid forms are due for the small zero emission category as indicated in the RFP Schedule.
  - 4.8.3 If selecting the last Project in the category's queue would cause the EDC to exceed 60 percent of the category's annual capacity allocation (i.e., the MWs allocated to the February solicitation), the EDC shall accept the full Project capacity, up to but not in excess of the category's total annual capacity cap.

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<sup>7</sup> For example, if a 1000 kW project will consist of a 400 kW Solar Canopy Project and a 600 kW Rooftop Project, the hybrid project would be eligible for 40% of the 20% bid preference resulting in an 8% bid preference.

<sup>8</sup> The fixed price evaluation will include the Bid Preferences as determined by PURA and an adjustment for either Buy-All or Netting Tariff bids to provide the mathematically equivalent evaluation methodology as set forth in Appendix A – Non-Residential Renewable Energy Solutions Program Bid Comparison Guideline of the Non-Residential Renewable Energy Solutions Program Rules.



- 4.8.3.1 For purposes of clarification, if the last Project exceeds the total category's annual capacity, the Project will not be selected.
  - 4.8.4 If either EDC has uncommitted MWs remaining in the small zero emission category after selection is completed, such MWs will roll into the small zero emission category for the August RFP.
  - 4.8.5 Once an EDC selects one or more small zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).
  - 4.8.6 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.
- 4.9 Medium and Large Zero Emission Project Bid Selection – February RFP
- 4.9.1 When the selection of a medium or large zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid was not selected as the EDCs are only doing one round of selection.
  - 4.9.2 If selecting the last Project in each category's queue would cause the EDC to exceed 60 percent of the category's annual capacity allocation (i.e., the MWs allocated to the February solicitation), the EDC shall accept the full Project capacity, up to but not in excess of the category's total annual capacity cap.
    - 4.9.2.1 For purposes of clarification, if the last Project exceeds the total category's annual capacity, the Project will not be selected.
  - 4.9.3 If either EDC has uncommitted MWs remaining in any of the categories after the single round of selection is completed, such MWs will roll into their respective category for the August RFP.
  - 4.9.4 If multiple Projects within a category have submitted identical Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs, then the "stacking" of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.
  - 4.9.5 Once an EDC selects one or more medium or large zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

- 4.9.6 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

#### 4.10 Low Emission Project Bid Selection – February RFP

- 4.10.1 When the selection of a low emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid was not selected as the EDCs are only doing one round of selection.
- 4.10.2 If selecting the last Project in the low emission queue would cause the EDC to exceed 60 percent of the category’s annual capacity allocation (i.e., the MWs allocated to the February solicitation), the EDC shall accept the full Project capacity, up to but not in excess of the category’s total annual capacity cap.
  - 4.10.2.1 For purposes of clarification, if the last Project exceeds the total category’s annual capacity, the Project will not be selected.
- 4.10.3 If either EDC has uncommitted MWs remaining in the low emission category after the single round of selection is completed, such MWs will roll into the low emission category for the August RFP.
- 4.10.4 If multiple low emission Projects have submitted identical Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs, then the “stacking” of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.
- 4.10.5 Once an EDC selects one or more low Emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder’s Project(s).
- 4.10.6 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

#### 4.11 Small Zero Emission Project Bid Selection – August RFP

- 4.11.1 When the selection of a small zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.
- 4.11.2 If applicable, the EDCs will select small zero emission Projects on a rolling basis, with the final round of selection notifications being sent after the date Bid forms are due for the small zero emission category as indicated in the RFP Schedule.

- 4.11.3 If either EDC has uncommitted MWs remaining in the small zero emission category and such MWs cannot accept the next full Project or all eligible Bids in the small zero emission category have been exhausted, any leftover MW in the small zero emission category will solely roll over to the small zero emission category for the following year. The EDCs will only utilize their respective MWs, and will not “borrow” from each other, i.e., only Eversource MWs may be aggregated and utilized by Eversource, and UI MWs may be aggregated and utilized by UI.
- 4.11.4 Once an EDC selects one or more small zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder’s Project(s).
- 4.11.5 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

#### 4.12 Medium and Large Zero Emission Project Bid Selection – August RFP

- 4.12.1 When the initial selection of a medium or large zero emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.
- 4.12.2 If either EDC has uncommitted MWs remaining in the medium or large zero emission categories and such MWs cannot accept the next full project in the respective Bid stack after the first round of selected Agreements have been partially executed or all eligible Bids in the medium and large zero emission categories have been exhausted, the EDCs will attempt to aggregate some or all of their respective MWs in an attempt to accommodate the next lowest priced Project in their respective Bid stacks. If the aggregated MWs can accommodate one or more lowest priced Project(s), the Bid(s) will be accepted. If it cannot, the remaining unused MWs will not be allocated and will be rolled into the subsequent Program year and reallocated amongst only the medium and large zero emission categories based on the allocation schedule proposed by the EDCs and approved by the Authority. The EDCs will only utilize their respective MWs, and will not “borrow” from each other, i.e., only Eversource MWs may be aggregated and utilized by Eversource, and UI MWs may be aggregated and utilized by UI.
- 4.12.3 If multiple Projects within a category have submitted identical Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs, then the “stacking” of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.

4.12.4 Once an EDC selects one or more medium or large zero emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

4.12.5 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

#### 4.13 Low Emission Project Bid Selection – August RFP

4.13.1 When the initial selection of a low emission Project is made, the EDC will notify each Bidder as to whether its Bid was selected, or whether its Bid has been placed on standby in the event that additional MWs of capacity become available.

4.13.2 If selecting the next Project in the low emission queue would cause the EDC to exceed the MW capacity allocated to the low emission category in the August RFP, the Project will not be selected and the remaining unused MWs will not be allocated and will be rolled into the subsequent Program year in the low emission category.

4.13.3 If either EDC has uncommitted MWs remaining in the low emission category after the second round of selected Agreements have been partially executed or exhausting all eligible Bids in the low emission category when applicable, the remaining unused MWs will not be allocated and will be rolled into the subsequent Program year in the low emission category.

4.13.4 If multiple Low Emission Projects have submitted identical Bid prices and the selection of all the identically priced Bids would exceed the targeted MWs, then the "stacking" of these Projects (for either Project selection or standby ranking purposes) will be performed using a random selection process.

4.13.5 Once an EDC selects one or more Low Emission Project(s), each selected Bidder will be contacted by the EDC and will be eligible to receive compensation under a Tariff if PURA subsequently approves such Bidder's Project(s).

4.13.6 If a Bidder does not provide Performance Assurance at the time of Bid submission, then the Bid will be disqualified without opportunity to cure.

4.14 By submission of the Bid Form, Bidder agrees that its Bid, including the Purchase Price(s) included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bid submission.

**5 BID ELIGIBILITY REQUIREMENTS.** All Bids must meet the following eligibility requirements set forth below. Specifically, Bids will be considered from a Qualified Bidder with respect to energy and RECs created or to be created from an eligible Project. Failure to meet any of these requirements could lead to disqualification of the Bid from further review and evaluation.

5.1 Bidder must submit a complete Bid to the EDC in whose territory the Project is located (either Eversource or UI).

5.1.1 For Projects located on parcels in contiguous towns that are in different EDC service territories, Projects shall submit bids to the EDC in which the Project proposes to interconnect.

5.2 Bidder must submit both the Non-Refundable Bid Fee and Performance Assurance in accordance with Sections 2.4.4 and 2.4.5 above at the time of Bid submission.

5.3 Bids for Large and Medium Zero Emission and Low Emission categories must include binding offer prices in the format specified in the applicable RFP that are applicable to each of the twenty (20) years of the Tariff, subject to the Program pricing caps.

5.4 Bidder must either be a Customer of Record at the Project Site, the Owner of the Project Site with consent of the Customer of Record at the Project Site, or a developer authorized by the Customer of Record and the Owner of the Project Site.

5.5 Site control must be evidenced to the EDC by submission of the Bid Certification Form inclusive of documentation proving site control such as deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site regarding the right to develop the Project.

5.6 Bidder and/or Customer must certify that it understands and affirms the requirements, and terms and conditions of the applicable Tariff/this Program and accepts such Tariff without modification.

5.7 Projects that are or will be located at Residential Renewable Energy Solutions Program eligible Project Sites shall not be eligible to participate in the solicitations outlined herein.

5.7.1 Any Project that does not qualify for the Residential Renewable Energy Solutions Program for any reason, including Projects with capacity larger than 25 kW but smaller than or equal to 200 kW, shall be eligible for the Small Zero Emission category.

5.8 Developers/Bidders/System Owners shall be subject to the following three-strike system:

- 5.8.1 First Strike: Any Bidder/developer/System Owner who, for the first time, submits a Bid or multiple Bids which violate(s) the splitting rules outlined in Sections 6.2.12 through 6.2.14 herein shall be disqualified, and the Authority will be notified via a compliance letter regarding a developer's first violation or attempt to subvert these rules.
  - 5.8.2 Second Strike: Any Bidder/developer/System Owner who, for the second time, submits a Bid or multiple Bids which violate(s) the splitting rules outlined in Sections 6.2.12 through 6.2.14 herein shall be disqualified, and the Authority will be notified via a compliance letter regarding a developer's second violation or attempt to subvert these rules. Further, such Bidder/developer/System Owner shall be prohibited from submitting any Bids into the Program for one calendar year after such second offense.
  - 5.8.3 Third Strike: Any Bidder/developer/System Owner who, for the third time, submits a Bid or multiple Bids which violate(s) the splitting rules outlined in Sections 6.2.12 through 6.2.14 herein shall be disqualified, and the EDC will file a motion with the Authority to permanently bar such developer from further participation in the Program. The Authority will review, consider, and rule on such motion in due course.
- 5.9 For zero emission resources, the following criteria pursuant to Section 1 of Public Act 22-14 apply:
- 5.9.1 The Customer shall own or develop such New Project on a Customer's own premises.
  - 5.9.2 The Project shall be less than or equal to five (5) MW (AC) in size.
  - 5.9.3 The Project shall be located in the soliciting EDC's service territory.
  - 5.9.4 The Project shall be constructed after the solicitation in which the Customer is bidding.
  - 5.9.5 The Project must qualify as a Class I renewable energy source under Conn. Gen. Stat. Sec. 16-1(a)(20).
  - 5.9.6 The Project shall emit no pollutants.
- 5.10 For low emission resources, the following criteria pursuant to Section 1 of Public Act 22-14 apply:
- 5.10.1 The Customer shall own or develop such New Project on a Customer's own premises.
  - 5.10.2 The Project shall be less than or equal to five (5) MW (AC) in size.
  - 5.10.3 The Project shall be located in the soliciting EDC's service territory.

- 5.10.4 The Project shall be constructed after the solicitation in which the Customer is bidding.
- 5.10.5 The Project must qualify as a Class I renewable energy source under Conn. Gen. Stat. Section 16-1(a)(20).
- 5.10.6 The Project shall use Anaerobic Digestion or have emissions of no more than 0.07 pounds/MWh of nitrogen oxides, 0.10 pounds/MWh of carbon monoxide, 0.02 pounds/MWh of volatile organic compounds and one grain per one hundred standard cubic feet.

**6 NRES PROJECT INFORMATION.**

**6.1 SIZE CATEGORY.**

6.1.1 Table 4 - NRES Program Year 2 Size Categories

Category	Project Size (AC)
Low Emission Projects	≤ 5,000 kW
Small Zero Emission Projects	≤ 200 kW
Medium Zero Emission Projects	>200 kW < 1000 kW
Large Zero Emission Projects	≥ 1000 kW ≤ 5,000 kW

6.1.2 For all Projects that are not State, Agricultural, or Municipal Customers, or Rooftop Projects<sup>9</sup>, each Project shall be sized so as not to exceed the highest consecutive 12 months of load over the five years prior to the date of Bid submission plus a reasonable approximation of the annual load attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps) where applicable in kWh based on the net load, after accounting for any existing generation, at the Customer’s individual electric meter or a set of electric meters at a Project Site, when such meters are combined for billing purposes, from the EDC providing service to such Customer as determined by such EDC.<sup>10</sup>

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<sup>9</sup> This precludes oversizing for hybrid Projects, including but not limited to Projects which are split between Rooftop Projects and ground-mounted systems, or Projects which are split between Solar Canopies/Solar Carports and Rooftop Projects.

<sup>10</sup> The EDCs will apply a standard calculation using a capacity factor of no less than 15% for solar Projects and 90%

6.1.2.1 The size of a Project may be based on an amount greater than the net load at a Project Site only if a Connecticut Licensed Professional Engineer Certification is provided showing that any existing generation will be removed or no longer operational within five (5) years of Bid submission. Under such circumstances, a Project may be sized to the anticipated future annual load in kWh and subject to the performance penalties discussed in Sections 6.1.5 and 6.1.6 herein.

6.1.2.2 For those participating in the Buy-All Tariff only, a single Bidder may combine a set of multiple existing meters located on the same Project Site to determine the total eligible site load for a potential Project. The set of meters must be on the same parcel or contiguous parcels and have the same building or landowner. Such Projects are also subject to Section 3.2.5.

6.1.2.2.1 Customers that are currently sub-metered will not be eligible for this provision.

6.1.3 If the Customer is a State Customer, Agricultural Customer, or Municipal Customer, then such Project shall be sized so as not to exceed the highest load over the five years prior to the date of Bid submission plus a reasonable approximation of the annual load attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps) where applicable in kWh based on the net load, after accounting for any existing generation, at such Customer's individual electric meter or a set of electric meters at the same Project Site, when such meters are combined for billing purposes, and the load of up to five State, Agricultural, or Municipal Beneficial Accounts, as defined in Section 16-244u of the general statutes, identified by such State, Agricultural, or Municipal Customer, and such State, Agricultural, or Municipal Customer may include the load of up to five additional nonstate or municipal Beneficial Accounts, as defined in Section 16-244u of the general statutes, when sizing such generation Project, provided such accounts are critical facilities, as defined in subdivision (2) of subsection (a) of Section 16-243y of the general statutes, and are connected to a Microgrid. State, Agricultural, or Municipal Projects are not required to be constructed on Project Sites that have existing or future electric load.<sup>11</sup>

6.1.4 For New Construction Projects that are not SAM Customers or Rooftop Projects, Bidders will be required to submit a Connecticut Licensed Professional Engineer Certification which certifies the anticipated Customer load at the Project Site, and how such Project shall be sized so as not to exceed such anticipated Customer load at the Project Site. Such anticipated Customer load may include a reasonable approximation of the annual load

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for fuel cell Projects in order to accurately and equitably verify that expected annual production does not exceed historical load. The calculation will be as follows: Installed Capacity (kW AC) x 8760 hours x Capacity Factor. For example, 50 kW AC x 8760 x 15% = 65,700 kWh/year.

<sup>11</sup> Refer to the NRES Year 2 Program Rules - Appendix C - Beneficial Account Credit Allocation Guidelines for further guidance regarding re-designation of Beneficial Accounts.



attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps).

- 6.1.5 If a Bidder indicates that additional load is expected to materialize over the five years following bid submission attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps), and such load does not materialize within five years of the Project's In-Service Date, a Project's compensation shall be reduced proportionally to the unrealized load. The EDCs require a Connecticut Licensed Professional Engineer Certification certifying the load expected to materialize over the five years following bid submission attributable to transportation electrification and/or fuel switching.
- 6.1.6 If a Bidder indicates, at the time of Bid submission, that additional load is expected to materialize over the five years following bid submission attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps), but the Bidder informs the EDCs at any point before the In-Service Date that such additional load is no longer expected to materialize and they wish to size the system based on the highest load over the five years prior to the date of Bid submission as determined by the EDC, 1) the Project developer shall only receive compensation for energy and RECs that are generated after the In-Service Date, and 2) such Megawatts shall be treated as allocated, but unused, and will be reallocated to the next open Program solicitation.

## 6.2 PROJECT ELIGIBILITY.

- 6.2.1 Projects must not exceed 5,000 kW Nameplate Capacity for zero emission resources eligible under Section 3(a)(2)(B) of Public Act 19-35 and amended by Section 1 of Public Act 22-14 and 5,000 kW Nameplate Capacity for low emission resources eligible under Section 3(a)(2)(A) of Public Act 19-35, as amended by Section 1 of Public Act 22-14 at a Project Site.
- 6.2.2 Projects must meet the emission requirements for low emission and zero emission technologies as required under subparagraphs (A) and (B) of Section 3(a)(2) of Public Act 19-35 and amended by Section 1 of Public Act 22-14, respectively, and must qualify as a Class I renewable energy source under Conn. Gen. Stat. Section 16-1(a)(20), as amended by Section 1 of Public Act 22-14.
- 6.2.3 Each Project must be located at a Project Site and be interconnected at or behind the EDC's Delivery Point. All Buy-All Projects interconnect directly to the grid, otherwise referred to as "front-of-the-meter" or "standalone." All Buy-All Projects will have an associated EDC Revenue/Production Meter. Projects intending to allocate to Beneficial Accounts may be sited on properties that do not have existing or future anticipated load.
- 6.2.3.1 Generally, there must be a Production Meter to measure the amount of energy produced from Customer Projects, which will all be located at or behind the EDC's Delivery Point. In addition, there is also a Revenue Meter that measures energy exports and imports, to and from

the distribution system. For Buy-All Projects, the Production Meter and Revenue Meter may be the same meter.

- 6.2.3.2 The Production Meter may be used to measure the amount of energy generated from the Customer Project for purposes of REC creation, Buy-All calculations, and other compensation calculations.
- 6.2.3.3 It is necessary for EDCs to own both the Revenue and Production Meters. Participants shall be responsible for all incremental cost related to the procurement and installation of meters. Such costs will be recovered through a meter fee.
- 6.2.4 Projects proposed must seek and gain approval to interconnect to the EDC's distribution system to which such system is interconnecting through the standard EDC interconnection process and be metered by that EDC. Projects must meet Distribution Company Guidelines for Interconnection ("Guidelines") as approved by PURA. The interconnection process is separate and distinct from the Program.
- 6.2.5 If there is an existing Project using the same class of technology at the same Project Site which was selected under this Program, the SCEF Program, or the LREC/ZREC Program with an agreement that was in effect prior to the submission of a Bid under a particular procurement year for this Program, a Bid for a New Project of the same class of technology will only be allowed if the existing Project is in-service or if a one-year calendar period has expired following termination of the existing Tariff Agreement.
  - 6.2.5.1 The lone exception to this rule shall be for bids for Projects of the same class of technology by the same Project developer on the same parcel or contiguous parcel(s) of land, which may be submitted in the same solicitation or future solicitations, regardless of an existing Tariff Agreement (i.e., Virtual Net Metering, LREC/ZREC, SCEF, or NRES Program), so long as the bid or application is for a Project proposing to interconnect behind a different Revenue Meter than that associated with the existing Tariff Agreement.
    - 6.2.5.1.1 For purposes of clarification, this exception is intended to allow for bids from Projects that would serve load separate and distinct from the load served by any existing Projects, such as load behind a separate existing Revenue Meter or New Construction Projects. Bids found to be serving the same load as an existing Project may be subject to removal from the Program and forfeit any Performance Assurance or other payments.
    - 6.2.5.1.2 For avoidance of doubt, this rule would explicitly allow New Construction Projects, proposed to be built behind new load,

to which the Project is approximately sized according to Sections III.D.1. and Section III.D.2. of PURA's June 30, 2021 Decision in Docket No. 20-07-01 and meet all other Program requirements, to bid into the same or future auction of other Projects selected on the same parcel of land.

- 6.2.6 The Customer must be currently, or in the case of New Construction, in the future, the Customer of Record with the EDC to which they are applying.
  - 6.2.6.1 The Project shall always be linked to the Customer of Record at the Project Site, and eligibility for payments under this Tariff shall transfer from one Customer of Record to the new Customer of Record in situations where the original Customer of Record changes at the Project Site.
- 6.2.7 The Bidder must certify site control to the EDC at the time of Bid submission.
  - 6.2.7.1 Submission of the Bid Certification Form along with documentation proving site control such as deeds,<sup>12</sup> written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site regarding the right to develop the Project.
- 6.2.8 Projects may not receive both funding from this Program and/or also receive(d) any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program<sup>13</sup>, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs"). Specifically, a Project which receives, or entered into a contract to receive, funding, grants or rebates under any one or more of the Other Programs may not also participate in this Program for the same Project. This prohibition does not include (x) Projects that receive(d) incentives for battery storage from the CT Green Bank established through Public Act 21-53, (y) Projects that receive(d) only predevelopment and/or feasibility funding from the CT Green Bank or any of its predecessors, or (z) Projects that receive(d) only financing in accordance with Section 99 of Conn. Gen. Stat. 244(r) through CEFIA. For purposes of this

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<sup>12</sup> Including, but not limited to, Warranty Deed, Quit Claim Deed, Executor's Deed, Trustee's Deed, or any other valid proof of ownership.

<sup>13</sup> Projects in the VNM queue or waiting list that have yet to reach commercial operation may submit the same Project into the Non-Residential Renewable Energy Solutions Program so long as the Project is withdrawn from the appropriate VNM list prior to the applicable RFP Issue date. Importantly, however, if the VNM Project in question has also sought compensation under the LREC/ZREC Program, such Project would be subject to the rules detailed in the above Section 6.2.5.

Section 6.2.8, any EDC may consult with the CT Green Bank, PURA and/or DEEP regarding the eligibility of each selected Project, or any Project that receives incentives for storage that may be co-located with a qualified Project, as long as such incentive is not associated with the purchase of the Project's energy, capacity or renewable attributes associated with a storage Project.

- 6.2.9 During any single solicitation for small medium and large zero emission technologies, the EDCs will evaluate only one proposal per technology or one proposal for a Project that uses a combination of technologies (i.e., a wind turbine that has associated solar panels) at any Revenue Meter.
- 6.2.10 During any single solicitation for low emission technologies, the EDCs will evaluate only one proposal per technology or one proposal for a Project that uses a combination of technologies (e.g., Anaerobic Digestion with an associated fuel cell) at any Revenue Meter.
- 6.2.11 Except for State, Agricultural, and Municipal Customers, or Rooftop Projects, the total generation Bid for all awards cannot exceed the highest consecutive 12 months of load over the five years prior to the date of Bid submission at the Revenue Meter as provided by the applicant and subject to verification by the EDCs, plus a reasonable approximation of the annual load attributable to transportation electrification (i.e., electric vehicles) and fuel switching (i.e., air source heat pumps), net of any preexisting generation.
- 6.2.12 Projects may not be determined by the EDC to have been "split," or otherwise divided or arranged, into smaller Bids or separate Projects, to qualify at a smaller size tier, or to allow a Project over 5,000 kW, to qualify.<sup>14</sup> However, new generation added to a Project Site with existing generation facilities may qualify as set forth herein including under Sections 6.2.5. and 6.1.3. In such case, the total onsite generation may exceed these size limits as long as the total Project installed capacity under this Program does not.
  - 6.2.12.1 Projects which are clearly split or staggered in any fashion in order to receive the Small Zero Emission Tariff Rate instead of competing in the Medium or Large Zero Emission categories shall be deemed ineligible at the sole discretion of the EDC, and shall be subject to the three-strike system outlined in Section 5.8.
- 6.2.13 Any subdivision of parcels must be recorded on the land records of 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 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,

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<sup>14</sup> For example, the Bidder for a 4500 kW zero emission Project may not split that Project into two Projects, one for 4000 kW and one for 500 kW.

only the lowest priced Bids, meeting the above requirements, will be eligible and all other Bids will be disqualified.

6.2.14 Only one Bid may be submitted per existing Revenue Meter, in a single solicitation, subject to the Project Site's existing load, the program size-to-load parameters including the exception for rooftop oversizing, and subject to the statutory cap of 5 megawatts (MW) per Revenue Meter. A Project applicant may only submit a bid under either the Buy-All or Netting tariff. For purposes of clarification, only one Bid may be submitted as either a "Low-emissions", "Large", "Medium", or "Small" Project. If multiple Bids are received for an existing Revenue Meter for Low, Large, or Medium Zero Emission Projects, only the lowest priced Bid will be eligible, and all other Bids will be disqualified. For Small Zero Emission, if multiple Bids are received for an existing Revenue Meter, the first Bid submitted will be eligible and all others will be disqualified.

6.2.15 Projects must be constructed after the solicitation to which the Customer is responding. For facilities constructed prior to the solicitation to which the Customer is responding, which have been uprated with new production equipment (e.g., new solar panels, turbines) installed after the solicitation to which the Customer is responding, 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 pursuant to the rules set forth in these Program Rules.

6.2.16 Notwithstanding all other eligibility criteria, any project that does not qualify for the Residential Renewable Energy Solutions Program for any reason, including projects with capacity larger than 25 kW but smaller than or equal to 200 kW, shall be eligible for the Small Zero Emission category.

## **7 CODE OF CONDUCT/COMMUNICATIONS.**

7.1 The evaluation of this RFP will be conducted in a manner to assure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

7.2 Bidder Questions:

7.2.1 The Companies will be available throughout this RFP process to receive questions. Such questions should be submitted directly to the program administrators at the following addresses and in accordance with the RFP Schedules (Table 5 and Table 6):

Eversource: CTCOMMRenewables@eversource.com

UI: NRES@uinet.com

7.2.2 Responses to written questions from Bidders may be posted in a blind Question and Response format on:

Eversource: Eversource's Renewable Energy Solutions webpage is linked [here](#).

UI: UI's Renewable Energy Solutions webpage is linked [here](#).

7.3 Each of the Companies adheres strictly to a Code of Conduct for affiliate transactions promulgated by PURA.

**TABLE 5 – February RFP Schedule\***

<b>ACTION ITEM</b>	<b>DATE</b>
Release of RFP and Opening of Bid Window for All Project Size Categories	February 1, 2023
Bidders Conference – Webinar Only	February 7, 2023
Deadline for Submission of Questions	February 14, 2023
Bid Forms Due for Medium and Large Zero Emission and Low Emission Categories	March 14, 2023 by 1:00 p.m. (Eastern Prevailing Time “EPT”), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders for Medium and Large Zero Emission and Low Emission Categories	On or about April 14, 2023
Bid Forms Due for Small Zero Emission Category	May 1, 2023
Tariff Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed contracts by the date established by the Companies which is expected to be approximately 10 business days.
Subsequent Rounds of Selection and Notification of Winning Bidders for the Small Zero Emission Category Only	Approximately 5 business days after Tariff Agreement Execution date (date on which executed Tariff Agreement is due to the EDC for each round of selection). After each Tariff Agreement Execution Date, each EDC will reevaluate its available MWs and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly.
Tariff Agreement(s) Filed with PURA	On or before July 1, 2023
Commencement of Service	In accordance with Tariff Agreements

\* Pursuant to Section 2.1 of the RFP, Schedule, the Companies, at their sole discretion, may modify the schedule at any time.

**TABLE 6 – August RFP Schedule\***

<b>ACTION ITEM</b>	<b>DATE</b>
Release of RFP	August 1, 2023
Bidders Conference – Webinar Only	August 8, 2023
Deadline for Submission of Questions	August 15, 2023
Bid Forms Due	September 14, 2023 by 1:00 p.m. (Eastern Prevailing Time “EPT”), at which time the Pricing shall become firm, irrevocable and binding.
First Round of Selection and Notification of Winning Bidders for Medium and Large Zero Emission and Low Emission Categories	On or about October 13, 2023
Bid Forms Due for Small Zero Emission Category	October 16, 2023
Tariff Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed contracts by the date established by the Companies which is expected to be approximately 10 business days.
Subsequent Round of Selection and Notification of Winning Bidders	Approximately 5 business days after initial Tariff Agreement Execution date (date on which executed Tariff Agreement is due to the EDC for the first round of selection). After each Tariff Agreement Execution Date, each EDC will reevaluate its available MWs and reallocate to the next project(s) in the queue as necessary in accordance with the RFP and notify selected Bidders accordingly.
Tariff Agreement(s) Filed with PURA	On or before December 31, 2023
Commencement of Service	In accordance with Tariff Agreements

\* Pursuant to Section 2.1, Schedule, the Companies, at their sole discretion, may modify the schedule at any time.



**Attachment 1**

**TARIFF AGREEMENT FOR THE PURCHASE AND SALE OF CONNECTICUT CLASS I RENEWABLE ENERGY CREDITS AND ENERGY FROM NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS PROJECTS (“TARIFF AGREEMENT”)**

- 1. TERMS AND CONDITIONS - COVER SHEET**
- 2. INITIAL TARIFF PAYMENT BENEFICIARY FORM**
- 3. TERMS AND CONDITIONS**