

**Question and Answer Document Associated with the Year 4 Shared Clean Energy Facility  
Program of The Connecticut Light and Power Company doing business as  
Eversource Energy (“Eversource”) and United Illuminating (“UI”)**

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#	Question	Answer
<b>Battery Storage</b>		
1.	Will there be any limitations on solar plus storage projects with regard to using the battery for ancillary services, demand response programs, etc.?	As projects will be load reducers, they will not be subject to wholesale market products such as ancillary services or demand response programs.
<b>Bidding</b>		
2.	Does the subscriber organization bid a price? What is that bid price for?	Yes, the Subscriber Organization will submit one single Bid price for both Energy and RECs. Please refer to Section 1.4 of the RFP for further guidance regarding the Bidding process and Purchase Prices <a href="#">here</a> .
3.	Is there a price cap?	Yes, the price cap is noted in the annual RFP. Purchase Prices must be on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.
4.	Can the subscriber organization also apply to the NRES program for the same project?	No, projects may not be Bid into both NRES and SCEF. Please refer to Section 5.2.5 of the RFP which states: “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.”
5.	If a project bid is not selected and it is put on standby, how long does it stay, and can a bid for the same project also be submitted into other programs?	The project bid remains on stand-by until PURA approves contract awards. If you seek to receive compensation from other Programs, such as NRES, you cannot apply to those other programs until you withdraw your SCEF Bid.
6.	Will there be a preference for CT-based developers?	Annually, DEEP submits for PURA's approval its recommended bid preference(s) and its proposed weighting for each bid preference. PURA then incorporates its ruling on bid preference(s) in a Final Decision. The approved bid preference(s) is noted in the EDCs' annual RFP; the approved bid preference(s) and weighting are detailed in PURA’s Final Decision in the annual program review docket.
7.	Will there be preference given for different types of projects such as on a landfill?	Annually, DEEP submits for PURA's approval its recommended bid preference(s) and its proposed weighting for each bid preference. PURA then incorporates its ruling on bid preference(s) in a Final Decision. The approved bid preference(s) is noted in the EDCs' annual RFP; the approved bid preference(s) and weighting are detailed in PURA’s Final Decision in the annual program review docket.

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8.	What will the weighting of the bid preferences be for preferred sites?	Annually, DEEP submits for PURA's approval its recommended bid preference(s) and its proposed weighting for each bid preference. PURA then incorporates its ruling on bid preference(s) in a Final Decision. The approved bid preference(s) is noted in the EDCs' annual RFP.
9.	Does bid price stay static or is an escalator built in?	Purchase Prices must be on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term. The Purchase Price does not change 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. *Importantly, this a change from the Year 1 RFP where varying prices over the 20-year term were allowed.
10.	Can the same company submit multiple Bids in a single RFP for multiple projects on separate parcels of land?	Yes.
11.	How do the bid preferences work?	DEEP will evaluate the information provided in Appendix B to determine whether the Bidder meets the criteria to qualify for the Bid Preferences as outlined in Section 3.1.5 of the RFP. DEEP, at their sole discretion, will determine which Bid Preference(s) the project qualifies for, and will notify the EDCs accordingly. If the bid qualifies for more than one bid preference, it will receive the highest bid preference and it cannot receive more than one. The EDCs will then use the Bid Preference to weight the Bid Price based on the weighting established by DEEP and approved by PURA. Bidders will still receive their submitted Bid Price under the Tariff if selected as a winning Bidder.  For example, one of the bid preferences for the Year 4 procurement results in a 20% reduction in bid price for the purposes of project ranking and selection. The following example illustrates how the bid preference will be used by the EDCs in practice: if DEEP's bid preference weighting is 20%, and the Bidder submitted a Bid of \$100/MWh, that project would be evaluated as though they had submitted a Bid for \$80/MWh for ranking purposes. The Bidder, if selected, would ultimately receive payment at their submitted Bid price of \$100/MWh.
12.	Is an interconnection application receipt required to submit bid? In other words, are Bidders required to submit an Interconnection application prior to submitting a Bid?	No, an interconnection application receipt is not a requirement to submit a Bid in the SCEF RFP. However, the development period security that is due at the time of bid submission is sacrificed if a bid is selected and the Bidder chooses not to move forward with the project. Therefore, it is strongly recommended that Bidders explore as much of the interconnection process as possible to obtain as much information pertaining to the interconnection requirements and project feasibility before bidding.
13.	How will the average annual production of a SCEF project be calculated?	In accordance with Section 2.4.2 of the SCEF RFP, a Connecticut Licensed Professional Engineer certification ("PE Certification") is required for every Bid submitted in the SCEF program to certify the average annual production of the

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		project. Failure to include a valid PE Certification will result in disqualification of the Bid.
14.	Are bidders required to provide documents to both DEEP and the EDC?	Yes, Bidders are required to provide all documents to both DEEP and the appropriate EDC. Per the SCEF RFP “Bidders must also submit all information filed with each Company, as well as the information requested in Appendix B to DEEP via email at DEEP.EnergyBureau@ct.gov, copying the relevant Company’s SCEF email address, on or before the Bid due date in accordance with the schedule outlined in Attachment 1.”  DEEP email – <a href="mailto:DEEP.EnergyBureau@ct.gov">DEEP.EnergyBureau@ct.gov</a> Eversource – <a href="mailto:SCEF@Eversource.com">SCEF@Eversource.com</a> United Illuminating – <a href="mailto:SCEF@uinet.com">SCEF@uinet.com</a>
15.	What happens if I’m awarded an agreement for only part of the capacity I bid? Can I re-bid the remaining capacity into next year’s offering?	For projects issued a partial award in a previous SCEF solicitation, a project will be eligible to submit a project bid up to four (5) MW minus the amount the project was awarded in the previous RFP, assuming that construction has not yet commenced on the project, in accordance with Section 4.1 of the Program Manual.
16.	Can affidavits from previous bids be used again in current/future bids?	No, new affidavits must be submitted with each bid.
17.	Should Bids be submitted in AC or DC Rating?	kW or MW AC ratings are the only ratings accepted in the SCEF Program.

**DEEP/Appendix B**

18.	Do the core forest restrictions apply to all types of core forest or only certain types? For example, if a bidder has cleared the land for agriculture prior to submitting the bid, can that land be used to site a project?	As stated in Appendix B, the definition of core forest is “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.” Core forests in excess of 250 acres are more valuable than smaller core forest blocks. While core forest blocks of any size can provide valuable habitat, DEEP will focus on impacts to core forest blocks of 250 or more acres in size when evaluating the acceptability of proposals.  In addition to the statutory definition of core forest as reflected in the definition given in Appendix B, the Department also considers important habitat resources as reflected in the <a href="#">Forestland Habitat Impact Map</a> . While this map is not used as a threshold map in determining whether proposals can be accepted, it is consulted in reviewing and commenting on proposals at subsequent permitting and regulatory phases. Applicants may therefore wish to also consult this resource.  In regard to sites previously cleared for agricultural purposes prior to submission of bids under the Shared Clean Energy Facility Program, an attestation that the clearing was done for agricultural purposes, which includes forestry practices, along with information on the subsequent
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		agricultural use of the site previous to bid submission will be taken as evidence that the site clearing was not done solely for purposes of the submitted proposal. (This would be considered appropriate for sites cleared subsequent to January 1, 2017.) Such sites will be considered eligible for consideration under the Shared Clean Energy Facility Program provided the attestation and associated information is provided.
19.	How does completion of Appendix B impact the selection process?	All criteria outlined in Appendix B must be satisfied in order for the bid to be eligible. If the information in Appendix B is not approved by DEEP they will notify the EDC accordingly, and the EDC will withdraw the Bid from consideration. If you are installing a project on a landfill, brownfield, or solar canopy, you must provide the appropriate information in Appendix B. DEEP will confirm that the project meets the criteria and if so, the bid preference will be applied accordingly.
20.	How should questions regarding Appendix B be submitted?	Appendix B responses must be emailed to DEEP at <a href="mailto:DEEP.EnergyBureau@ct.gov">DEEP.EnergyBureau@ct.gov</a> . Please see DEEP's SCEF webpage for specific instructions on how to complete and submit responses to Appendix B: <a href="https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities">https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities</a> .
21.	Is there a GIS map showing locations of core forest in CT?	A core forest is defined in Appendix B as “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.” Core forest blocks that are two hundred and fifty (250) acres or more in size must be avoided. Bidders should provide a justification that the project does not impact core forest. The University of Connecticut’s Center for Land Use Education and Research has a <a href="#">mapping tool</a> . Bidders are also advised to reference DEEP’s <a href="#">Forestland Habitat Impact Map</a> to assess potential habitat impacts of a project.
22.	What is the pre-determination process for brownfields/landfills or what documents are required to validate those sites meet the criteria?	DEEP maintains an inventory of active landfills, capped landfills and brownfields in Connecticut. DEEP does not charge a permit application fee for such sites. DEEP maintains a website, “Siting Clean Energy on Connecticut Brownfields,” which includes further information about such sites for clean energy developers: <a href="https://portal.ct.gov/DEEP/Remediation--Site-Clean-Up/Clean-Energy-on-Brownfields/Siting-Clean-Energy-on-Brownfields">https://portal.ct.gov/DEEP/Remediation--Site-Clean-Up/Clean-Energy-on-Brownfields/Siting-Clean-Energy-on-Brownfields</a> . DEEP also maintains a brownfield inventory: <a href="https://portal.ct.gov/DEEP/Remediation--Site-Clean-Up/Brownfields/Brownfields-Site-Inventory">https://portal.ct.gov/DEEP/Remediation--Site-Clean-Up/Brownfields/Brownfields-Site-Inventory</a> . See DEEP’s appendix B for more information: <a href="https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities">https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities</a>
23.	How does Appendix B need to be submitted to DEEP?	Appendix B must be emailed to DEEP at <a href="mailto:DEEP.EnergyBureau@ct.gov">DEEP.EnergyBureau@ct.gov</a> . Please see DEEP's SCEF webpage for specific instructions on how to complete and submit responses to Appendix B: <a href="https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities">https://portal.ct.gov/DEEP/Energy/Shared-Clean-Energy-Facilities/Shared-Clean-Energy-Facilities</a> .

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24.	What type of documentation is required to be included in Appendix B in order to qualify for bid preferences for either landfill or brownfield?	To demonstrate the project site is a brownfield, a Bidder must attest to at least one of the following and provide any requested information: a. That the Project Site’s address is included on the Connecticut Brownfields Inventory maintained by DEEP and the address of the Project Site has not achieved regulatory closure (i.e., it has not received a verification report from a licensed environmental professional or from DEEP); OR b. That the Project Site’s address has a Phase 2 Environmental Site Assessment from a licensed environmental professional identifying that the site is contaminated with pollutants, unless such pollutants are present solely because soil at such address has been historically intermixed with coal ash, wood ash, coal fragments, coal slag, coal clinkers, asphalt paving fragments, or any combination thereof, and demonstrate that the site is either abandoned or underutilized because of such contamination. To demonstrate a project site is a landfill, a bid can include documentation issued by DEEP (e.g. permit, authorization for a landfill) that identifies the property as a landfill or provide a description of how the site is a landfill and certify as such.
25.	Is there a complete list of brownfields available on DEEP website?	DEEP maintains a brownfield inventory available <a href="#">here</a> , where all listed sites are brownfields, but does not list every brownfield located in the state. If the proposed Project Site is on a brownfield that is not listed in DEEP's brownfield inventory, the Bidder should include any supporting documentation that identifies the property as a brownfield and show that the Project Site’s address has a Phase 2 Environmental Site Assessment from a licensed environmental professional identifying that the site is contaminated with pollutants, unless such pollutants are present solely because soil at such address has been historically intermixed with coal ash, wood ash, coal fragments, coal slag, coal clinkers, asphalt paving fragments, or any combination thereof, and demonstrate that the site is either abandoned or underutilized because of such contamination. It is incumbent on the Bidder to sufficiently demonstrate that the project site qualifies as a brownfield, and DEEP maintains the sole discretion to determine whether the Bidder has met its burden to make this demonstration.
26.	What are the bid preferences for the Year 4 SCEF program?	For the Year 4 procurement, by Final Decision dated 12/7/22 in Docket No. 22-08-04, PURA approved DEEP's bid preference for projects sited on landfills and brownfields, which provides a 20% reduction in the bid price, only applicable to solar photovoltaic projects PURA also approved DEEP’s bid preference for projects built on solar carports or canopies which provides a 30% reduction in the bid price. The price reduction is for project ranking and selection purposes only and does not change the purchase price ultimately paid through the program.

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27.	Is the Appendix B of selected projects going to be filed with PURA and become a public document? If so, are bidders allowed to mark certain information as confidential in the Appendix B and specify the applicable legal exemption from disclosure?	All information submitted to DEEP 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. 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.
28.	If a potential Bidder is not 100% sure on which contractor/installer will ultimately install the SCEF project, how should they approach the responses required in Appendix B? DEEP requires information on the selected contractor. Would the Bidder be able to submit Appendix B to DEEP now and then finalize when a contractor is selected?	If the contractor is not known, please provide a detailed explanation about the process for obtaining a contractor and what standard you will use to select a contractor. DEEP will take this information into consideration in evaluating the completeness of Appendix B responses.
29.	If a landfill is made up of separate parcels per the town’s property records, is it acceptable to bid the entire landfill as one project or do we need to treat each parcel as a separate project?	If a project site is made up of separate parcels, DEEP expects it will be submitted as one project. If the separate parcels have different owners, a bidder must submit an affidavit attesting to the bidder’s control of the project site by the owner of the project site from each owner.
30.	As the SCEF Program gives a preference for landfill bids, how would a site be treated that is not fully on a landfill (for example 70% landfill, 30% on land adjacent to the landfill)?	To receive the qualitative 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 Generation Footprint, then the project can still be eligible to receive the bid preference, provided at least 75% of the total Generation Footprint is within the landfill or brownfield, and the entire landfill or brownfield land that is legally and technically available for development is utilized.

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31.	Is driving on an existing access road considered construction activity where slope rules would apply?	Simply driving any vehicle on an existing access road is not considered construction activity for the purposes of this program. However, if the access road needs to be altered (widened, paved, etc.) in furtherance of the project development, any alterations would be considered construction activity and the slope rules would be applicable to the access road.
32.	Does the full nameplate capacity of a project need to be on a canopy in order for a project to receive the Solar Canopy bid preference?	Yes; the definition of Solar Canopy in the Program Manual does not include a threshold for a partial canopy project to receive the bid preference. Therefore, 100% of the nameplate capacity of a solar project must be on the Solar Canopy to qualify for the bid preference. Partial canopy projects may still participate in the SCEF program but they will not be eligible for the Solar Canopy bid preference. DEEP reevaluates bid preferences every program year and welcomes feedback on the Solar Canopy bid preference for Year 5 of the SCEF program, including whether the bid preference should apply to projects with canopies that are less than 100% of the Generation Footprint.
33.	What level of specificity is needed for slope maps?	Bidders can show the Project Site meets the slope requirements in Section 4.5 of the Program Manual in multiple ways. One preferred option is a map with two-foot (2') intervals between contour lines and a clear scale. Another preferred option is a slope map shaded different colors with a clear legend to identify the range of slope percentages indicated by each color. DEEP will also accept alternative methods so long as there is a clear map showing slope on the Project Site and an explanation of how the slope was determined.
34.	Per section B5.4, shall bidders attest to lack of impact of core forest via a standardized attestation form, or is this something respondents simply state?	Bidders are only required to state their response to the question and must complete the Veracity of Statements Affidavit (Attachment 3 to Appendix B) for attestation.
35.	Per section B1.3, shall bidders attest to the slope requirement via an attestation form in addition to denoting slope percentage(s) on the map, or is this something respondents state?	If a Bid’s Project Site violates the slope rules outlined in Section 4.5 of the SCEF Program Manual, they must complete the Self-Certification Form (Attachment 4 to Appendix B). If the Bid does not violate the slope rules, the Bidder may simply state that B1.3 is not applicable to their Bid because it does not violate the slope rules. All Bidders must complete the Veracity of Statements Affidavit (Attachment 3 to Appendix B).

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36.	If a Bidder believes portions of information submitted in response to Appendix B are exempt from FOIA disclosure, does each subsection of a question also need a unique explanation of its FOIA exemption?	The explanation can encompass all of the components of a given question, but to the extent that different components of a question have different applicable FOIA exemptions, that should be clearly indicated.
37.	If a Bid's Project Site is not listed on DEEP's Brownfield Inventory and the Bidder is claiming Bid Preference eligibility based on the other option (B4.2.i.b), does the Bidder need to provide the Phase II Assessment or can they provide a Phase III Assessment instead?	The Bidder must still attest that a Phase II Assessment occurred. However, if a site has a Phase III Assessment, the Bidder may submit that as the documentation required by B1.2.
38.	If a Bid's Project Site is not listed on DEEP's Brownfield Inventory and the Bidder is claiming Bid Preference eligibility based on the other option (B4.2.i.b), can the Bidder just attest that the site is abandoned or underutilized because of the contamination or do they need to demonstrate it in some way?	Attesting to the abandonment or underutilization alone is not enough. The Bidder must actually demonstrate the abandonment or underutilization due to contamination to DEEP in some fashion. "Demonstration" could include, but not be limited to, a narrative description, municipal or state records, statements from Licensed Environmental Professionals, other evidence, or preferably, some combination of the aforementioned. However, DEEP retains sole discretion to determine whether the information provided in response to B4.2.i.b. is sufficient to demonstrate that the site is abandoned or underutilized because of the contamination.

## **Eligibility**

39.	Bidders are limited to 5MW per parcel of land. Could this same tract (parcel) of land submit additional bids for additional capacity in subsequent RFP's?	A single parcel of land, or contiguous parcels under common ownership or with a common Bidder, is subject to the 5 MW limit. Please refer to Section 4.5 of the Program Manual for further detail.
40.	If a developer makes a bid for SCEF and is successful and sets aside this as a separately metered project, could this same developer, on the same tract of land, pursue an RFP for Virtual Net Metering utilizing separate but adjacent equipment and meters? For	Virtual Net Metering projects may be installed on the same parcel of land as a SCEF project so long as both projects are separate and distinct, and installed and metered in accordance with the specific requirements of each of the different programs.

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	<p>example, Developer A successfully wins the RFP for SCEF (and prepares to develop the capacity under Meter 1 to supply this energy), at the same time Developer A wins an RFP with a particular Municipality for Virtual Net Metering and builds the equipment to supply that energy (credits in this case) under a different meter but on the same land. Would this be allowed?</p>	
41.	<p>If one is on the "wait list" for a virtual net metering allocation, can one still apply to SCEF without having to withdraw from the VNM queue?</p>	<p>A Bid may not be submitted for a project that is also in the VNM queue in accordance with Section 4.1 of the Program Manual. This project would need to withdraw from consideration in the VNM program prior to submitting a SCEF Bid.</p>
42.	<p>Can the project production change after an award if for example our final construction design yields a slightly different production number?</p>	<p>If the final Facility size is lower than the as-Bid system size, the Subscriber Organization will be required to provide an updated Connecticut Licensed Professional Engineer certification indicating the updated Average Annual Production commensurate with the new system size. Notably, the system size cannot ever be lower than 100 kW (AC).</p> <p>If the final Facility size exceeds the original description as set forth in the Bid, the SCEF Project Tariff enrollment shall be immediately and automatically terminated.</p> <p>Please see Section 4.4 of the Subscriber Organization Terms and Conditions for further guidance on the final Facility size.</p>
43.	<p>If bids of more than 1 technology, adding up to more than 5MW total size, that are submitted for projects on a single parcel or contiguous parcels with a common owner, will all bids be disqualified or will only the higher priced bid, which, when added to a lower priced winning bid, would exceed the 5MW limit, be disqualified?</p>	<p>Please refer to Section 5.2.11 of the RFP, which states that 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 five thousand (5,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of Public Act 19-35.</p>

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44.	Section 5.2.17 of the RFP states, "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." Will not certifying that a project can become Carbon Neutral disqualify the Bid?	In accordance with PURA’s April 30, 2020 Ruling on Motion No. 11 in Docket 19-07-01 which states, <i>“The Authority reiterates that it does not intend for the above-mentioned certification to be used to disqualify bids submitted into the Year 1 SCEF Program solicitation, nor does it direct the EDCs to use the certification in such a way. Further information is available in the Authority’s April 28, 2020, correspondence,”</i> no, your Bid will not be disqualified. However, the bid portal is set up to require this form for carbon-emitting technologies. Therefore, you must upload documentation that you are unable to provide this certification, otherwise you will not be allowed to complete the submission of your Bid.
45.	Can a SCEF bid be submitted for a project that is on the same site as an existing LREC/ZREC project?	If the existing LREC/ZREC project is already in service, then a SCEF bid may be submitted for another project on that site. If the LREC/ZREC project is not in service but the effective date of the contract was more than 3 years from the date of the SCEF bid, then the SCEF bid would be acceptable. Please refer to Section 5.2.12 of the RFP for further detail and guidance.
46.	Would geo-thermal projects be eligible?	Projects that produce electricity and meet the definition of a Connecticut Class I renewable energy source under Conn. Gen. Stat. §16-1(a)(26) are eligible to participate in the SCEF program.
47.	How is site-control evaluated?	<p>Consistent with PURA’s 04/28/21 Final Decision in Docket 19-07-01RE02 and their 11/17/21 Final Decision in Docket 21-08-04, DEEP has sole discretion to determine whether a project has demonstrated site control. Bidders must 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, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase.</p> <p>Bidders should review the Program Manual, RFP, and Appendix B to ensure that they meet all requirements relating to demonstration of site control.</p>

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<b>Payment</b>		
48.	When does payment begin for selected SCEF projects?	Subscriber Organizations will be eligible to begin receiving payments on the first day of the month following the In-Service Date. Payments to the Subscriber Organization are not dependent on subscriber enrollment.
49.	Are payments to Subscriber Organizations contingent upon subscription levels?	Subscriptions are not related to the compensation that the Subscriber Organization will receive. Subscriber Organizations will receive payment for actual Energy and RECs produced by the selected SCEF project.
50.	If a subscriber doesn't pay their bill or terminates their service with the EDC, what happens to the payment stream to the facility owner (subscriber organization)?	Subscriptions are not related to the compensation that the Subscriber Organization will receive.
51.	At what rate does the project get compensated if it over-produces during operation?	Projects will be compensated at the Bid Price(s) submitted during the Bid process based on actual system production. Over-production is not a factor in the payment calculation.
<b>Regulatory Filings</b>		
52.	Are awarded project prices going to become public after the solicitation? If so, what information (bidding entity, technology, size, etc.) will become public alongside the prices?	Yes. Pursuant to PURA's 3/13/20 Ruling on Motion No. 8 in Dkt. 19-07-01: No later than two weeks following completion of each annual procurement process, UI and CL&P each shall submit to DEEP for approval the EDCs' final Subscriber Organization Bid selections. No later than two weeks following DEEP's approval of the EDCs' final Subscriber Organization Bid Selections, UI and CL&P each shall file for the Authority's approval, public copies of the Company's selected SCEF Subscriber Organization Tariffs with banking information redacted, along with a public summary sheet. The public summary shall be sorted by evaluated Bid price(s), and shall include for each Bid: the Bid/Project ID, address, Subscriber Organization name, Bid status (disqualified, selected, withdrawn, etc.), as-Bid project size in MW, expected annual production in kWh, Y/N for each Bid Preference considered during the solicitation(s), Bid price(s), evaluated Bid price(s) if Bid preferences are applied, projected annual amount to be paid to Subscriber Organization, and the projected annual amount to be paid to Subscribers.
<b>RFP Process</b>		
53.	How will the annual 50MWs be divided among the Electric Distribution Companies?	The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance. In program years 4 and beyond, the allocation is 40 MW for Eversource and 10 MW for UI.
54.	When will the annual RFP for SCEF projects be offered?	The EDCs will issue one solicitation in January of each year, filing Selected Bids by July 1. See the RFP Schedule in Attachment 1 of the RFP document.
55.	How will bid price evaluation be calculated? Based on nominal or Net Present Value ("NPV") of bid price?	Bid price evaluation will be calculated on nominal value.

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## **Security**

56.	<p>If a project were to receive an award into the program, but cannot ultimately get permitted due to complications outside of our control, would we lose the Development Period Security, or would it be returned? For example, would Development Period Security be returned due to:</p> <ul style="list-style-type: none"> <li>-State citing council declarations/negative declarations</li> <li>-Dept of Agriculture declarations/negative declarations</li> <li>-Local Authority Having Jurisdiction ("AHJ") zoning rejections</li> </ul>	<p>Please refer to Section 3.2 of the SCEF Subscriber Organization Terms and Conditions which explains the return of Development Period Security: "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."</p>
57.	<p>If a proposed project is not selected when will deposit be returned to the subscriber organization?</p>	<p>If the proposed project is not selected, the EDCs will return the Development Period Security as soon as practicable after PURA approves the selected projects for the given procurement year.</p>
58.	<p>If a proposed project is awarded a partial allocation but decides not to move forward since it would not be economically feasible, will the DPS still be forfeited?</p>	<p>If the proposed project declines to move forward with a partial award of their as-bid Project size, then the EDCs will return the Development Period Security as soon as practicable after PURA approves the selected projects for the given procurement year.</p>
59.	<p>Will Operating Period Security be recalculated/refunded or required to be added to if the ACP amount changes?</p>	<p>Operating Period Security will be calculated based on the ACP amount in effect when the project goes In-Service. That amount will remain the same throughout the 20-year term of the Agreement. Pursuant to CT Gen Stat § 16-244c the current ACP Amount for Class I renewable energy sources in years 2021 and beyond is \$40.00/MWh.</p>
60.	<p>If the bidder decides not to execute the tariff agreement because its selected capacity is less than the original capacity, is the bid submission deposit refunded or sacrificed? To provide further context, in 3.1.2 of Year 1 SCEF RFP document, it states that “If, prior to reaching the</p>	<p>If there is limited capacity left, and the as-bid system size of the next lowest-priced Bid in the queue exceeds the leftover capacity, that project would be offered only the remaining capacity. If the project chose not to move forward with that limited capacity (which is smaller than their as-bid system size), the full amount of the posted Development Period Security would be returned in that limited circumstance.</p>

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	<p>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”. Often, price is correlated to the project size due to fixed costs associated with a project. In such case, if the bidder decides not to execute the tariff agreement, I would like to know if the bid submission deposit will be refunded.</p>	
61.	<p>If a project owner submits a bid for 4 MW, but only 2 MW is available for award, and the developer accepts the lower award and moves forward with development of a 2 MW project. In this case, would they be refunded for the difference between the original Development Period Security sent and the revised amount based on the lower MW AC size?</p>	<p>In this case, yes, the EDC would only retain the Development Period Security amount associated with the project size for which they were offered and executed a Tariff Terms Agreement and would refund any funds in excess of that amount.</p>
62.	<p>To be eligible for return of the development period security one requirement is “failure to receive Regulatory Approval satisfactory in substance to the EDC”. Is CT Siting Council approval considered to be within Regulatory Approval?</p>	<p>No, siting council is not considered to be within Regulatory Approval. Regulatory Approval refers to PURA's approval of the Tariff award only.</p>
63.	<p>How can payment be sent for development period security if I am not paying by ACH or wire?</p>	<p>Development Period Security is only accepted via ACH or wire. During a bid window, please email the EDC to which you are submitting the bid and we will send you instructions.</p>
64.	<p>If an eligible project is not selected gets placed in standby, is development</p>	<p>Yes, Development Period Security will be retained as long as Bids remain on standby.</p>

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	period security retained or returned while in standby?	
65.	If a Subscriber Organization chooses to decrease the system size (but not below 100 kW AC) throughout development for any reason, will the amount of Development Period Security be modified?	No. The only circumstance where the amount of Development Period Security would be altered is if the EDC has limited capacity to offer the next available bid in the queue, and the capacity being offered is lower than the as-Bid size of that project. If a Subscriber Organization chooses to lower their system size, Development Period Security will not be recalculated in accordance with the new system size.
66.	If a Subscriber Organization chooses to decrease the system size (but not below 100 kW AC) throughout development for any reason, will that affect the Operating Period Security amount?	Operating Period Security will be calculated based on the final Facility size in effect when the project goes In-Service. That amount will remain the same throughout the 20-year term of the Agreement.  If a Subscriber Organization chooses to convert Development Period Security to Operating Period Security in accordance with Section 3.2.2 of the Subscriber Organization Terms and Conditions, and the Operating Period Security amount is less than the Development Period Security amount, yes, the difference between the Development Period Security and required Operating Period Security would be returned to the Subscriber Organization after the project goes In-Service.
67.	If a bid is accepted and the bidder later determines a project cannot move forward is development period security sacrificed?	Yes, Development Period Security is forfeited if a Bidder chooses not to move forward with their Bid after the Bid has been submitted. Please see Section 3.2 of the Subscriber Organization Terms and Conditions for further guidance on Development Period Security.
68.	When is Development Period Security due?	Development Period Security is due at the time of Bid submission.
69.	If a Bidder submits a Bid and the appropriate Development Period Security, and decides to not move forward with that Bid either before or after the Bid Due Date, can the Bidder request a return of the Development Period Security?	No, Development Period Security is forfeited if a Bidder chooses not to move forward with their Bid after the Bid has been submitted. Please see Section 3.2 of the Subscriber Organization Terms and Conditions for further guidance on Development Period Security.

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70.	Where can I find the EDC's ACH and/or Wire banking information for posting Development Period Security and/or Operating Period Security?	<p>Each Company has instructions for providing Development and Operating Period Security posted on their respective websites. See details in the <a href="#">Eversource SCEF Acceptable Forms and Methods of Providing Development and Operating Period Security</a> or <a href="#">United Illuminating SCEF Acceptable Forms and Methods of Providing Development and Operating Period Security</a>.</p> <p>To obtain account numbers during bid submission, or if you have questions about posting Development Period Security, please email the EDC to which you are submitting a Bid: Eversource: <a href="mailto:SCEF@Eversource.com">SCEF@Eversource.com</a> United Illuminating: <a href="mailto:SCEF@uinet.com">SCEF@uinet.com</a></p> <p>When posting Operating Period Security, please refer to the banking instructions included on the fully executed Tariff Terms Agreement.</p>
71.	What is the calculation for DPS and OPS?	<p>DPS = \$25/kW AC* Project Size bid OPS = ACP * 50% of Expected Annual Production of the Facility in MWh *ACP = Alternative Compliance Payment (currently \$40.00)</p>

## Subscribers

72.	Can Subscriber Organizations market their project, once awarded, to potential subscribers then direct interested subscribers to Eversource /UI for eligibility confirmation and signup?	<p>PURA's Modified Program Requirements require the EDCs to manage the SCEF Subscription process. See Docket No. 19-07-01 RE01 for further information pertaining to subscriber eligibility.</p>
73.	Can you clarify what portion of the SCEF Project offtake that developers are responsible for allocating? Who is responsible for filling the offtake if customers fall off?	<p>PURA's Modified Program Requirements require the EDCs to manage the SCEF Subscription process. See Docket No. 19-07-01 RE01 for further information pertaining to subscriber eligibility.</p> <p>Developers are not responsible for any part of the subscription process in any capacity. The EDCs are solely responsible for subscriber enrollment.</p>

## Tariff Administration

74.	Who owns the capacity rights?	<p>SCEF projects will be load reducers, and therefore will not be selling energy into the ISO NE Wholesale Markets. Therefore, the SCEF Projects will not be eligible to participate in the Forward Capacity Market.</p>
75.	Can developers retain the RECs for the project or do those go to the EDC?	<p>The SCEF program is for the purchase of both energy and RECs produced by selected projects.</p>

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76.	After award and before commencement of operation, can the project site change if, for whatever reason, the site is no longer feasible to construct the clean energy facility?	No, the project site may not change after the Bid has been submitted. Please see Section 4.1 of the Subscriber Organization Terms and Conditions which states, "Facilities shall be constructed substantially as described in the Tariff Terms Agreement and shall also be subject to the provisions outlined in the Facility Size section herein." The Tariff Terms Agreement includes the site address.
77.	The Subscriber Organization T&Cs Definition Section 2.16 states that Delivery means energy “that is injected into the electric distribution system within the service territory of the receiving EDC”. Can you confirm that the project developer is responsible for delivering energy to the point of common coupling?	Confirmed, subject to review of each individual project for technical compliance with EDC Technical Requirements and Interconnection Guidelines.
78.	What forms require notarization?	The EDCs Bid Certification Form and the DEEP Appendix B require notarization.
79.	Can energy from the project be sold at the conclusion of the 20-year tariff term agreement?	Subscriber Organizations whose term has expired may be eligible to be compensated for energy exported to the distribution system through the Company’s purchase power tariff, Rate 980 for Eversource, or its successor, if available. The Companies are not under any obligation to purchase RECs after the tariff term from the Projects.
80.	Is there any opportunity to request an extension to the 3-year in service deadline?	No. Section 4.2.1 of the Subscriber Organization Terms and Conditions states, "No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date."
81.	If a bid is submitted and awarded a Tariff Terms Agreement for a 2MW project, and during construction it is determined that the project size must be reduced, is the project still eligible?	Yes, the system size may be reduced, however under no circumstances shall the system size be lower than 100 kW (AC). Please see Section 4.4 of the Subscriber Organization Terms and Conditions for further guidance regarding Final Facility Size.