Year 7

Request for Proposals

for the

Shared Clean Energy Facility Program

of

The Connecticut Light and Power Company dba

Eversource Energy ("Eversource")

and

The United Illuminating Company ("UI")

Issue Date: January 21, 2026

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 "Shared Clean Energy Facility Program" (the "Program" or "SCEF Program") established pursuant to Public Act 18-50, Public Act 19-35, Public Act 22-14, Public Act 23-102, Public Act 25-173 and Conn. Gen. Stat. § 16-244z.

1.2 PROGRAM SUMMARY. In accordance with the Public Acts, Conn. Gen. Stat. § 16-244z, and the December 17, 2025, Decision of the Public Utilities Regulatory Commission ("PURA" or "Authority") in Docket No. 25-08-04 *Annual Shared Clean Energy Facility Program Review – Year 7*, the Companies have developed this Request for Proposals "for the purchase of any energy products and renewable energy certificates" produced by any eligible Class I Shared Clean Energy Facility, resulting in the issuance of this and subsequent RFPs. Section 4 of this RFP provides a description of eligible Shared Clean Energy Facilities, and the 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 Program Manual and/or the Subscriber Organization Tariff Terms Agreement and the Subscriber Organization Terms and Conditions (collectively, the "Standard Agreement"), included as Attachment 2 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 Terms and Conditions.

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 Standard Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids which equal a production-weighted average Purchase Price in excess of $182.94 per MWh. For Bids claiming a Bid Preference for 100% of the Facility's Capacity located on a Solar Canopy or Solar Carport, the Companies will accept Bids up to but not exceeding $304.90 per MWh[1]. For purposes of clarification, if a Bid which does not qualify for the Bid Preference for

[1] Pursuant to Section 7.3 of the Program Manual, "Purchase Prices must be bid on a fixed, dollar per megawatt-hour ($/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term. In accordance with PURA's December 17, 2025 Final Decision in Docket 25-08-04, the Year 7 Price Cap is $.18294 per kWh for all Bids. For Bids claiming that they will be constructed 100% on Solar Carports and/or Solar Canopies, Bid prices will be accepted up to but not exceeding $.3049 per kWh. Thus, the Companies have converted the $0.3049/kWh to $304.90/MWh and the $0.18294/kWh to $182.94/MWh

100% Solar Canopies and/or Solar Carports, including Hybrid Projects consisting of a Rooftop Project and a Solar Canopy/Solar Carport, is submitted with a Purchase Price in excess of $182.94, such Bid will be disqualified without opportunity to cure.

1.4.1 Purchase Prices must remain the same for the entire Tariff Term. The Purchase Prices shall not exceed the Procurement Price Cap for any year over the Tariff Term. 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.

1.4.2 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.

1.5 QUALIFICATION. To be considered for selection, a Bid must meet all of the requirements set forth in Section 4, ("Bidder Eligibility Requirements"), 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, (iii) Bid Preference as defined by DEEP and approved by PURA if applicable and (iv) compliance with the RFP Process.

1.7 REGULATORY APPROVAL. Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by PURA as set forth in the Standard Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, each Company will submit required information to PURA following the completion of each annual procurement process. If any of the Bids and/or Standard Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Standard Agreement(s). Section 12 of the Subscriber Organization Terms and Conditions addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Term Agreement(s), and/or individual awards.

1.8 NATURE OF SOLICITATION. The Companies will evaluate all conforming Bids, and DEEP will evaluate Appendix B for 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 STANDARD AGREEMENT. In the event of any inconsistency between the provisions of the Standard Agreement or any other part of this RFP or RFP Process, the provisions of

the Standard Agreement are controlling. Bidders should review the Standard Agreement thoroughly and submit their Bids based upon the terms and conditions of the Standard Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariffs.

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. 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 Standard Agreement in its entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders[2], as these regulatory orders may change from time to time.

2 RFP PROCESS.

2.1 SCHEDULE. Attachment 1 hereto provides the schedule for this RFP ("Table 1"). The Companies, at their sole discretion, may modify the schedule at any time.

2.2 BIDDER'S CONFERENCE.[3] The Companies will hold a Bidders Conference to answer questions about the RFP in accordance with the RFP Schedule. The purpose of the Bidders Conference is to provide the opportunity to clarify any aspects of the RFP. Prospective bidders may submit questions about the RFP prior to the Bidders Conference. The Companies will attempt to answer questions submitted prior to and during the Bidders Conference. While the Companies may respond orally to questions posed at the Bidders Conference, 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 web sites following the Bidders Conference. Please see Section 6 of this RFP for contact information, including Company websites.

2.3 BID SUBMISSION.

2.3.1 **Bid Forms**. Each Company will develop and maintain its own form to be used for Bid submission ("Bid Form"). Each Company's website will contain a link to such Company's Bid Form and Company-specific instructions for Bid submission. Each Company's website contains additional forms that Bidders

[2] PURA has established Docket No. 19-07-01 for matters pertaining to the SCEF program.
[3] The Bidder's Conference will be held as a Webinar only.

may be required to complete. Bids are discussed in Sections 2.3.2 and 2.4 below.

2.3.2 **Submission of Bids.** Bids must be submitted in accordance with the Company-specific instructions provided on each Company's website. 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, a Connecticut Licensed Professional Engineer Certification Form, and may be required to provide a(n) interconnection application confirmation receipt or other forms as necessary, based on the specifics of the Bid. 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[4], on or before the Bid due date in accordance with the schedule outlined in Attachment 1. These documents are defined and explained in Section 2.4, below. DEEP reserves the right to seek clarifying or additional documentation at any point in the evaluation process as described in the Program Manual. Specific instructions for how to provide these additional documents may vary by Company and are set forth in the Company-specific instructions.

TO EVERSOURCE: Bids must be submitted via the Eversource website. This website can be accessed by visiting www.eversource.com/content/ct-c/residential/save-money-energy/explore-alternatives/scef-program

TO UI: Bids must be submitted to UI in accordance with instructions to be provided on the UI website at https://www.uinet.com/web/uinet/suppliers_and_partners/power_procurement/rfp-for-scef

To DEEP: Bidders must submit all information to DEEP via email at DEEP.EnergyBureau@ct.gov

2.4 BID DETAILS. Bidders must submit their Bids by using the Bid Form, which contains the majority of the information necessary for the Companies to evaluate Bids. Bidders must also submit a complete copy of Appendix B to DEEP. Additional/supplemental information is or may be required to be submitted to the Companies as set forth below.

2.4.1 **"Bid Certification Form".** This form **is mandatory**. Every Bid must be accompanied by an executed Bid Certification Form, which must contain three signatures, one by the Bidder, one by the Subscriber Organization, and one by

[4] Eversource SCEF email SCEF@Eversource.com; UI SCEF email SCEF@uinet.com

the owner of the Project Site. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all required signatures, and the appropriate notary, will not be considered. Each Company's website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

The Bid Certification Form consists of the following:

- Page 1 – Instructions for completion of Pages 2 through 4

- 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 4 below.

- Page 3 – Subscriber Organization's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Subscriber Organization or a duly authorized representative of the Subscriber Organization is making a number of certifications, including that the Subscriber Organization 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 Subscriber Organization's knowledge.

- Page 4 – Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance: 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.

- Eversource requires that the 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.

- UI requires that the Bid Certification Form and all other required documents be uploaded on the last page of the online Bid in accordance with UI's bid form instructions, as posted on UI's website. The most current form on UI's website must be used.

2.4.2 **"Connecticut Licensed Professional Engineer Certification".** This form **is mandatory**. Each Bid is required to include a calculation of the Average Annual Production for the Facility by a Connecticut licensed Professional Engineer "certifying" the average annual production for its project, based on the typical facility conditions for an average year ("PE Certification"). The Companies will not provide a form of PE Certification, but any such form must comply with the guidelines in this section and must include project-specific information including but not limited to project size, and a complete Project Site address. For purposes of Section 2.4.2 of this RFP, "certifying", "certify" and/or "certification" means an expression of professional opinion by a Connecticut licensed Professional Engineer regarding facts or findings that are the subject of the certification and does not constitute an express or implied warranty or guarantee. For all other provisions of this RFP, the terms "certifying", "certify" and/or "certification" have their typical and customary meanings. The Companies reserve the right to seek additional information related to a PE Certification, and to reject average annual production calculations that are not reasonable in the Companies' sole judgment and discretion.

2.4.3 **Interconnection Application Receipt:** This is not required for submission of a Bid in this RFP, however, it may be required in future SCEF procurements.

2.4.4 **Appendix B: Submittal to DEEP**. This form **is mandatory**. In addition to any complete Bid submitted to the Electric Distribution Companies ("EDCs") as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B. Bidders must submit this information to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable RFP, as noted in Attachment 1. Following the submission of proposals, DEEP may request clarifications and additional and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform amount of time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion.

2.4.4.1 If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.

2.4.4.2 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. DEEP, at their sole discretion, will determine which Bid Preference(s) the project qualifies for, and will notify the EDC's accordingly. Bids that qualify for both the Brownfield and Landfill Bid Preference and the Solar Carports and Solar Canopies Bid Preference will only receive the preference for Solar Carports and Solar Canopies; i.e., Bid Preferences are not additive. The EDCs will then use the Bid Preferences to weight the Bid Price(s) based on the weighting established by DEEP and approved by PURA[5]. Bidder will still receive their submitted Bid Price(s) under the Tariff if selected as a winning Bidder.

3 BID EVALUATION.

3.1 The Companies will base their evaluations on pricing, with any ties to be settled through a random selection process.

3.1.1 For winning Bids, upon notification by electronic mail of its selection as a winning Bidder, Bidder agrees that the Pricing component(s) and all other Facility Information of its Bid(s) shall remain binding until a Standard Agreement is fully executed by the respective Company and Bidder.

3.1.2 Each EDC will select Bids with the lowest unit price proposals first, after factoring in any applicable Bid Preferences as determined by DEEP and will continue until the annual budget cap allocated to the EDC is met. If, prior to reaching the budget cap[6] established in the December 17, 2025 Decision issued by the Authority, the next Bid in the queue would mean the total annual budget impact selected would exceed the annual budget cap, the EDC will offer the

[5] Pursuant to the Final Decision issued in Docket No. 25-08-04 issued by PURA on December 17, 2025, the Year 7 Bid Preferences are 20% for Brownfields, and Landfills, and 40% for Solar Carports or Canopies. The Solar Canopy, 100% of the generation footprint must be included on the Solar Canopies to be eligible for the 40% bid preference. Further, (1) solar canopy SCEF projects can bid above the price cap to the point where the evaluated price, incorporating the bid preference, does not exceed the price cap, (2) the award price equals the bid price, not the evaluated price, and (3) when bid prices from Program Year 7 are considered for determining price caps for Program Year 8, it will be the evaluated prices, not the award prices, that will be considered. The Solar Carport or Solar Canopies Bid Preference is only available for solar photovoltaic (PV) projects. Additionally, Hybrid Projects solely consisting of Rooftop Projects and Solar Carport or Solar Canopy 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. For example, if a 1000 kW Project will consist of a 500 kW Solar Canopy Project and a 500 kW Rooftop Project, the Hybrid Project would be eligible for 50% of the 40% Bid Preference resulting in a 20% Bid Preference.
6 Respective EDC budget values are located in the table in Section 5.1.3.

remaining available budget to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement.[7] This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue.

3.1.3 Each Bid will be assigned an average annual budget impact using the Bidder provided estimated average annual production value multiplied by the Bid price.

3.1.4 Bids that are not selected as winning Bids may remain active on "standby". If one or more Bidders who were selected within a category do not execute the Standard Agreement, the next lowest cost Bid on standby may be offered an award.

3.1.5 As provided in Section IV of the Tariff Terms Agreement, Bidder(s) must provide Development Period Security and Operating Period Security equal to the amounts indicated on the Tariff Terms Agreement. Development Period Security must be provided to the EDC at the time of Bid submission. Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Development Period Security may be converted to Operating Period Security at the Subscriber Organization's election. These amounts shall be based upon the following formulas:

Development Period Security: Project Size in kW (AC) * $25.00

Operating Period Security: Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).

3.1.6 Through the information submitted to DEEP in Appendix B, DEEP will determine if any Bid Preferences applicable to the current solicitation apply to the Bid and will notify the EDCs as such. If applicable, the EDCs will use the Bid Preferences to weight the Bid prices based on the weighting established by DEEP.

4 <u>BIDDER ELIGIBILITY REQUIREMENTS</u>. All Bids must meet the following eligibility requirements set forth below. Specifically, Bids will be considered from a Qualified Bidder with respect to RECs and energy created or to be created from an Eligible Facility. Failure to

[7] For purposes of clarification, if the Company has $5,000,000 to award, and has awarded $4,800,000, the Company is left with $200,000 of annual budget. If the next lowest priced Bid in the queue is for a project with an estimated annual budget impact of $400,000, that project will be offered only the remaining capacity corresponding to a $200,000 estimated annual budget impact at their submitted Bid price. Estimated budget impact shall be calculated in accordance with section 3.1.3.

meet any of these requirements could lead to disqualification of the Bid from further review and evaluation.

4.1 RFP RESPONSE REQUIREMENTS. To be eligible for evaluation, Bidder's Bid must be:

4.1.1 Received by the appropriate EDC which serves the electric load where the proposed SCEF facility will be located prior to RFP deadline;

4.1.2 Accompanied by the correct amount of Development Period Security which must also be submitted in accordance with the EDC's guidelines;

4.1.3 Non-Refundable Bid Fee: Bidders will be required to pay a non-refundable Bid fee of $750 at the time of Bid submission. The Bid fees will be used to offset the cost of the Ombudsperson.

4.1.4 Complete, in that all sections of the Bid Form noted as required and all required documentation, certifications, affidavits, or otherwise must be filled in properly and/or included as attachments when necessary.

4.2 DEVELOPMENT PERIOD SECURITY. The Development Period Security must be provided to the EDC in accordance with the EDC's guidelines, as posted on the EDC's websites, at the time of Bid submission. Failure to provide Development Period Security in the appropriate amount, in an acceptable form, and by the Bid due date will result in immediate and automatic disqualification of the Bid.

4.3 APPENDIX B: SUBMISSION TO DEEP. Submission of the complete Appendix B: Submission to DEEP form, to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date as outlined in Attachment 1 is required. Following the submission of proposals, DEEP may request clarifications and additional information and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion.

4.3.1 **EXPERIENCE.** Through the responses in Appendix B, a Bidder must demonstrate to DEEP its relevant experience and expertise to be able to successfully develop, finance, construct, operate, and maintain the proposed SCEF and successfully fulfill its responsibilities as provided in the Bid. Development, financing, and construction experience can be established by demonstrating that key member(s) of the Bidder's development team have undertaken project management responsibilities, including:

a. Successful development and construction of a similar type of project;
b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets;
c. Successful development and management of a similar shared or community clean energy facility in another jurisdiction; and
d. Experience successfully financing power generation projects (or demonstrating the means to finance the proposed SCEF on the Bidder's balance sheet).

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

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

4.3.4 **SITE CONTROL.** Site control must be demonstrated to DEEP in accordance with Section 4.5 of the Program Requirements. Failure to demonstrate site control to DEEP by the Bid due date will result in immediate and automatic disqualification of the Bid.

4.4 ELIGIBLE FACILITY. Bidder's Facility must meet the eligibility requirements set forth in Section 5.2 of this RFP.

5 SCEF PROGRAM INFORMATION.

5.1 SCEF PROJECT DESCRIPTION.

5.1.1 SCEF Projects must qualify as Connecticut Class I renewable energy sources under Conn. Gen. Stat. §16-1(a)(26).

5.1.2 SCEF Project must emit no pollutants.

5.1.3 The Companies will procure Bids up to their respective annual budget cap allocations as determined by the Authority in its Decision issued on December 17, 2025. Budget amounts for each EDC are presented in the table below. Qualifying projects must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC).

Eversource Available Budget	The United Illuminating Company Available Budget
$9,864,750.81	$5,709,894.63

5.2 PROJECT ELIGIBILITY.

5.2.1 Eligible projects must be located in the Companies' service territory.

5.2.2 Projects proposed must seek and gain approval to interconnect to the applicable Company's distribution system through the standard Company interconnection process. Projects must meet Company Guidelines for Interconnection ("Guidelines") that have been approved by PURA. The interconnection process is separate and distinct from the SCEF Program.

5.2.3 Each project must have a separate meter dedicated to the measurement of the project's energy output for the purpose of determining the quantity of Connecticut Class I RECs (the "Production Meter"), and such meter must meet the metering requirements established by NEPOOL GIS and the Company in whose service territory the project is located. Bidders should note that the Companies have different metering requirements available on the respective Company's website, and Bidders should familiarize themselves with those requirements. Projects may have additional metering requirements separate and distinct from the Production Meter requirement. These additional metering requirements are not a part of the Program, and Bidders must meet all such requirements.

5.2.4 A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, must emit no pollutants, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

5.2.5 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, NRES Tariff Agreements, and 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.

5.2.6 Bidders may not submit Bids for the same project, or multiple projects on the same Parcel(s) of land, for consideration in both this RFP and the annual Non-Residential Renewable Energy Solutions ("NRES") Program RFP. If Bids are received for the same project or multiple projects on the same Parcel(s) of land for consideration in both this RFP and the annual NRES RFP, the Companies will allow the first Bid submitted, regardless of the program it was submitted to, to remain active, and all other Bids will be disqualified.

5.2.7 A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

5.2.8 The final as-built size of the SCEF shall not exceed the awarded nameplate capacity as indicated on the SCEF Tariff Terms Agreement.

5.2.9 A proposed facility over five thousand (5,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. For example, the bidder for an 10,000 kW project may not split that project into two 5,000 kW projects. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the five thousand (5,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

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

5.2.11 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 the Public Acts. Any subdivision of Parcels must be recorded with the municipality in which such Parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a

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

5.2.12 If an existing SCEF through PA 18-50, PA 19-35 or PA 22-14 or the pilot program, LREC/ZREC, or NRES or SCEF tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. There are two exceptions to this requirement. The first is for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program. The second is for projects issued a partial award in a previous SCEF solicitation. In such circumstances, a project will be eligible to submit a project bid up to five (5) MW minus the amount the project was awarded in the previous Tariff Terms Agreement.

5.2.13 A Shared Clean Energy Facility for a Selected Bid shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC. If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No EDC-issued extensions will be granted to the three-(3) year deadline for achieving the In-Service Date with the exception of extensions granted by either PURA or the SCEF ombudsperson as applicable. Extension requests shall be granted in proportion to the delay experienced and/or the amount of time that is needed, up to one year, to complete the project. A Shared Clean Energy Facility shall be eligible for an extension to the three (3) year deadline if at least one of the following five criteria are met: (1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline. Any Shared Clean Energy Facility pursuing an extension request that does not meet at least one of the five criteria established shall be subject to a case-by-case review from the Program's ombudsperson.

5.2.14 A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment.

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

5.2.16 Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

6 CODE OF CONDUCT/COMMUNICATIONS.

6.1 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.

6.2 Bidder Questions:

6.2.1 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 Schedule (see Attachment 1, Table 1):

Eversource: SCEF@eversource.com

UI: SCEF@uinet.com

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

Eversource: www.eversource.com/content/ct-c/residential/save-money-energy/explore-alternatives/scef-program

UI: https://www.uinet.com/web/uinet/suppliers_and_partners/power_procurement/rfp-for-scef

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

Attachment 1

TABLE 1 – RFP Schedule*

ACTION ITEM	DATE
Release of RFP	January 21, 2026
Bidders Conference – Webinar Only	On or about January 28, 2026
Deadline for Submission of Questions	On or about February 4, 2026
Bid Forms Due	March 4, 2026 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	On or about April 22, 2026
Tariff Terms Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed Tariff Terms Agreements by the due date established by the Companies which is expected to be approximately 10 businesses days after selection and notification of winning bidders.
Subsequent Rounds of Selection and Notification of Winning Bidders	Approximately 5 business days after Tariff Terms Agreement Execution date (date on which executed Tariff Terms Agreement is due to the EDC for each round of selection). After each Tariff Terms Agreement Execution Date, each EDC will re-evaluate its available annual budget caps and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly. This process will continue until the earlier of 1) all available annual budget is allocated, or 2) May 1, to allow enough time for the EDCs to submit selected bids by July 1.
Tariff Terms Agreement(s) Filed with PURA for review and approval	Within two weeks following the completion of the annual Procurement process.
Commencement of Service	In accordance with Tariff Terms Agreements

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

Appendix B: Submittal to DEEP [Link to be updated once Year 7 Appendix B is live on DEEP's website]

In addition to any complete Bid submitted to the EDCs as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B [Link to be updated once Year 7 Appendix B is live on DEEP's website]. Bidders must submit this information to DEEP at DEEP.EnergyBureau@ct.gov on the Bid due date established by the EDCs in the applicable procurement.

Connecticut General Statutes §16-244z
STATEWIDE SHARED CLEAN ENERGY FACILITY PROGRAM

YEAR 7 PROGRAM MANUAL

1. BACKGROUND

This Program Manual was initially developed by the Department of Energy and Environmental Protection ("DEEP"), and modified by the Connecticut Light and Power Company ("CL&P) and the United Illuminating Company ("UI"), together the Companies, and approved by the Public Utilities Regulatory Authority ("PURA"), for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Section 7 of Public Act 18-50, *An Act Concerning Connecticut's Energy Future, Section 3 of Public Act 19-35, An Act Concerning a Green Economy and Environmental Protection,* Section 1 of Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs,* Section 25 of Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy*, and Section 9 of Public Act 25-173, *An Act Concerning Energy Affordability, Access, and Accountability* ("the Acts") as codified in §16-244z of the Connecticut General Statutes.

2. DEFINITIONS

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

"Acts" shall mean Connecticut Public Act 18-50, *An Act Concerning Connecticut's Energy Future,* Public Act 19-35*, An Act Concerning a Green Economy and Environmental Protection*, Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs,* Public Act 23-102, *An Act Strengthening Protections for Connecticut's Consumers of Energy*, and Public Act 25-173, *An Act Concerning Energy Affordability, Access, and Accountability.*

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

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

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

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

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

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

“Brownfield” means a site that is either: (1) an address that is included on the Connecticut Brownfields Inventory maintained by DEEP and an attestation that such site has not achieved regulatory closure in the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with 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. For both (1) and (2), the Bidder must demonstrate, to DEEP’s sole satisfaction, the site is either abandoned or underutilized because of such contamination;

“Core Forest” means unfragmented forest 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;

"Delivery," "Deliver," "Delivered," or "Delivering" means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is injected into the electric distribution system within the service territory

of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs associated with the delivered energy of the Shared Clean Energy Facility as a Connecticut Class I Renewable Energy Source[1];

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

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

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

“Environmental Attributes” shall mean each of the following that exists under the laws and regulations of the state of Connecticut, or under any other international, federal, regional, state or other law, rule or regulation as of the Effective Date or may come into existence during the twenty-year term of the purchase commitment applicable to the selected Project: (i) GIS Certificates, (ii) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Project is located or in other jurisdictions (collectively, “Allowances”) attributable to the ownership or operation of the Project or the production or sale of Energy that avoids the emission of carbon into the air, soil or water, (iii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the production of electric generation or the production or sale of Energy that avoids the emission of carbon into the air, soil or water and in which Seller has good and valid title, including any credits to be evidenced by Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction as such may be amended during the term of the Tariff applicable to the selected Project, (iv) any such Allowances related to (A) oxides of carbon or (B) the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a Program involving transferability of specific Environmental Attributes, and (v) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise;

“Environmental Justice Community” means (A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty (30) per cent or more of the

[1] Consistent with the SCEF Program Manual, as specified in Section 3.4.1, the EDCs will obtain the CT Class I RPS qualification and will report the generation output to the NEPOOL GIS for creation of the RECs into EDC administered batches or tranches.

population consists of low income persons who are not institutionalized and have an income below two hundred (200) per cent of the federal poverty level, or (B) a distressed municipality, as defined in subsection (b) of section 32-9p of the General Statutes;

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

“Hybrid Project” shall mean Projects that include those which are split between rooftops, ground-mounted systems, Solar Carports, and/or Solar Canopies.

“Individual Billing Meter” is defined by Section 16-244x of the General Statutes as “an individual electric meter or a set of electric meters, when such meters are combined for billing purposes, within the service territory of the subscriber's electric distribution company.” Unmetered, temporary and seasonal electric accounts are ineligible to participate in the SCEF program.

“In-Service Date” shall mean the Approval to Energize date listed on the EDC issued Approval to Energize letter to the System Owner;

“Landfill” means any property that is listed on the **Closed Landfills list**, though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development. Only the closed, capped portion of the property is considered a “Landfill” for bid preference purposes;

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

"Low-income Customer" means an in-state retail end user of an EDC (i) whose income does not exceed sixty per cent of the state median income, adjusted for family size, or (ii) that is an affordable housing facility;

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

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

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

"Moderate-income Customer" means an in-state retail end user of an EDC whose income is between sixty (60) percent and one hundred (100) percent of the state median income as defined by the United States Department of Housing and Urban Development, adjusted for family size;

“Non-Residential Renewable Energy Solutions Program” or “NRES” means the Non-Residential Renewable Energy Solutions Program established pursuant to Public Acts 18-50, 19-35, 22-14, and 23-102;

“Ombudsperson” shall mean an independent consultant directed by PURA to efficiently resolve disputes and with the electric distribution companies (EDCs) and review and approve extension requests beyond the three year in-service time period.

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

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

“Parcel” means the clearly defined property boundaries registered with the local municipality before January 1 of the year of the solicitation;

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

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

“Prime Farmland” means as defined in 7 CFR 657, as amended.

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

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

"PURA" means the Public Utilities Regulatory Authority;

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

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

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

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

“Rooftop Project” shall mean a solar generation Project with 100% of the Nameplate Capacity of the solar photovoltaic modules used for generating power installed on top of either 1) a single building rooftop, or 2) a set of rooftops served by the same Revenue Meter, at the Project Site owned by the commercial or industrial Customer (i.e., this does not include Customers on Residential Rate codes). A Rooftop Project shall not include a Solar Canopy or Solar Carport.

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

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

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

”Solar Canopy” or “Solar Canopies” or “Solar Carport” shall mean a solar generation Project where the alternating current (AC) Nameplate Capacity of a Project used for generating power is installed above a permeable and/or nonpermeable existing or new parking/driving area, pedestrian walkway, courtyard, canal, or other utilized surface that requires shade, which is installed in a manner that maintains the function of the area beneath the structure and continues to be used or available for use for such purposes for the term of Program participation.

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

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

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

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

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

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

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

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

3. PROCUREMENT PROCESS

On an annual basis for a total of two (2) years, beginning with the release of the seventh RFP on January 21, 2026, the EDCs shall conduct a procurement process for the solicitation of Bids for SCEF facilities up to a predetermined budgetary cap, consistent with this Program Manual[2]. The authorized annual budgets shall be apportioned to the EDCs as determined by the Authority.

The EDCs will issue one solicitation in January of each year, filing Selected Bids by July 1. If an EDC does not fulfill the budgetary allotment for the procurement, they will run another round of the solicitation as laid out in Section 3.4.

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

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

3.1. Program Structure

[2] Previously, on an annual basis for a total of three (3) years, beginning with the release of the first Request for Proposals (RFP) on April 30, 2020, the EDCs shall conduct a procurement process for the solicitation of Bids for Shared Clean Energy Facilities for an aggregate total of twenty-five (25) megawatts ("MWs") of capacity per year, consistent with these Program requirements.
Previously on an annual basis for a total of five (5) years, beginning with the release of the fourth RFP on January 21, 2023, the EDCs shall conduct a procurement process for the solicitation of Bids for SCEF facilities for a total of fifty (50 megawatts of capacity per year, consistent with this Program Manual.

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

3.2. Subscriber Enrollment Form

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

Based on the information provided in the Subscriber Enrollment Form, the EDC will verify the Customer's eligibility pursuant the customer eligibility and verification processes put in place to comply with subsection 6.1 and will utilize the Subscriber's historic average annual electric use at the premises or a reasonable[3] estimate if the Subscriber has less than twelve (12) months of actual electric use to determine the Subscriber's share of the estimated annual output from the SCEF, to be used in calculating the On-bill Credit.

Appendix A outlines further Subscriber terms and conditions.

3.3. Timing

Starting September 2021, DEEP shall submit the Procurement Price Cap and Bid Preferences to PURA no later than September 1 in each subsequent year to allow for public input on those elements of the Program through the docket proceeding established by PURA.[4] The Procurement Price Cap and the categories of Bid Preferences may be made public for the benefit of all Bidders; the weighting of the Bid Preferences may be kept confidential to maintain the competitiveness of the procurement.

3.4. Evaluation and Selection Process

The Purchase Price for each SCEF will be based on a competitive bidding process. The EDCs will issue one solicitation each year. The EDCs will evaluate Bids based on fixed Bid prices considering any applicable Bid Preferences as established by DEEP and submitted to PURA. 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

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

[4] Previously, the Program Manual stated that DEEP shall submit the Procurement Price Cap and the Bid Preferences to PURA no later than January 31, 2020 for the first program year and no later than January 31, 2021 for the second program year.

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. 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. Errors in communication will be defined as any error that was caused by incorrect, unclear, or inadequate information or communications from the EDCs. In addition, DEEP will evaluate Bids to ensure they comply with the requirements established in Appendix B to the satisfaction of DEEP. Bidders must submit the information requested in Appendix B to DEEP at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable procurement. Following the submission of proposals, DEEP may request clarifications and additional information and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline but were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform amount of time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion. DEEP will continue to assess the information required in Appendix B and reserves the right to modify the requirements. Any such changes shall be submitted to PURA by September 1 before the next solicitation.

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

Each EDC will select Bids with the lowest unit price proposals first, after factoring in the Bid Preferences, and will continue until the annual budget cap allocated to the EDC is met. If, prior to reaching the annual budget cap established in the Authority's December 17, 2025 Decision, the next Bid in the queue would mean the total annual budget impact selected would exceed the budget cap, the EDC will offer the remaining available budget to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement. This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue.

Any eligible Bid that is not selected in the initial selection round shall be placed on standby. The annual budget commitment will be based on the as-Bid size of the Project, estimated average annual production, and Bid price. Upon the initial selection of Bids for each solicitation, the EDCs shall notify each Bidder individually as to whether its Bid was selected, not selected, or placed on standby. Bidders may elect to

forego standby status by opting to withdraw their Bid. If a selected Bidder chooses not to move forward with its Bid, then the budget amount committed to that Bid's Project will be released then offered to the next Bid on the standby list, when applicable.

If, after the approval of the EDCs' July 1 filing, there are insufficient projects on the standby list to use the entire annual budget amount authorized under the Acts and the Authority's December 17, 2025 Decision, each EDC with remaining budget amount shall open a new bid window for 4 weeks to solicit bids from additional projects. The bids received in this subsequent bid event shall be evaluated in accordance with Section 3.4 herein. Subsequent rounds of project selections will conclude on the earlier of either the selection of all authorized budget amounts or by November 1 to allow enough time for the EDCs to file any additional project selections by November 30 enabling the selected bids to be filed two months prior to the start of the subsequent Program year and meet the filing deadline of January 1 of the following year. Additional projects selected must also comply with the terms and conditions of the Tariff. Any budget amounts not allocated in the calendar year shall roll into the next year's available budget cap. Any allocated Program budget foregone by a selected Bidder choosing not to move forward with their bid shall be reallocated to the Program budget cap of the next upcoming solicitation following the Bidder notifying the EDC of its intention not to move forward with their project, using the applicable guidelines for that solicitation.

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

3.4.1 REC Aggregation

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

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

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

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

3.5. Security

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

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

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

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) business days. Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such security has been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

3.6. Tariffs

Each Selected Bid will have its own Tariff rate based on its accepted Purchase Price, as approved by PURA. Tariff rates will be paid quarterly to Subscriber Organizations based on a cents/kWh calculation of the

Purchase Price multiplied by the metered kWh applicable to the SCEF. The EDC will separately provide On-bill Credits to the Subscribers on a monthly basis through Subscribers' electric bills with the EDC.

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

4. ELIGIBLE PROJECTS

4.1 Facility Type

A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, must emit no pollutants[6], and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

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

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

4.2. Facility Size

A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

The final as-built size of the SCEF shall not exceed the awarded nameplate capacity or the capacity on the Tariff Terms Agreement.

[6] As stated in Public Act 25-173.

A proposed facility over five thousand (5,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the five thousand (5,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

4.3 In-Service Date

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

If the Approval to Energize letter is not issued by such date, the EDC's twenty-year (20) purchase commitment will immediately and automatically terminate. No EDC-issued extensions will be granted to the three-(3) year deadline for achieving the In-Service Date with the exception of extensions granted by the SCEF ombudsperson. Extension requests shall be granted in proportion to the delay experienced and/or the amount of time that is needed, up to one year, to complete the project. A Shared Clean Energy Facility shall be eligible for an extension to the three (3) year deadline if at least one of the following five criteria are met: (1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline. Any Shared Clean Energy Facility pursuing an extension request that does not meet at least one of the five criteria established shall be subject to a case-by-case review from the Program's ombudsperson. Any extension requests should be emailed to ct-extension-request@seadvantage.com or submitted through the Extension Request Information Form.

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

4.4 Term

A Shared Clean Energy Facility for a Selected Bid approved by PURA to receive Tariff payments will be eligible for compensation for energy produced as defined herein and Delivered to the EDC at the approved Tariff Rate for a twenty- (20) year term commencing on the first day of the month following the In-Service Date. For Projects located on Prime Farmland, Subscriber Organizations must follow any rules developed by

the Connecticut Department of Agriculture ("DoAG") and/or the Connecticut Siting Council ("CSC") for developing projects on Prime Farmland as a condition of receiving payment under the SCEF Program.[7]

4.5 Generation Site

A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on Core Forest, as defined in Section 2. The Bidder must demonstrate that locating the SCEF at the generation site will not significantly affect any endangered, threatened, and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base. Selection in the SCEF program does not guarantee approval by the Connecticut Siting Council. If CSC approval is required, projects must ensure they meet all CSC requirements in addition to SCEF program rules. Selection in the SCEF program does not guarantee approval of a project by DEEP or DOAG. Bidders are responsible to obtain any additional approvals that may be still required to move forward with projects after selection in the SCEF program.

Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

The Bidder must demonstrate to DEEP[8], as a part of Appendix B, that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to demonstrate site control under this Program Manual, a Bidder must itself submit an affidavit, as part of Appendix B, that the Bidder has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. Where the Bidder is not the owner of the property (i.e. lease, option to lease, etc.), the Bidder must also include an affidavit, as part of Appendix B, by the owner of the Project Site representing that the Bidder (a) has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control to use the site for the SCEF, and any rights of way needed for interconnection and (b) is authorized to submit the Bid for the project located on the owner of the Project Site's property. If it is later determined that the Bidder did not have control of the generation site, or an unconditional right, granted by the property owner, to acquire such control prior to the bid deadline, the Bidder may be removed from the Program and have its eligibility for future participation under the Tariff terminated by the Authority under section 10 of this Program Manual.

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[7] DoAG resources are available via this website: https://portal.ct.gov/doag/adarc/programs/solar-and-farming-overview/shared-clean-energy-facility
. CSC resources are available via this website: https://portal.ct.gov/CSC

[8] DEEP will determine if a Bidder has site control as a part of its Appendix B evaluation process.

If an existing SCEF through PA 18-50, PA 19-35, PA 22-14, PA 23-102, or the pilot program, LREC/ZREC, or other NRES or SCEF tariff project is present at the Project Site and uses the same technology, the existing project must be in-service or any prior agreement must be terminated before any additional Bids are eligible for selection under this Program. There is one exception to this requirement. The exception is for projects issued a partial award in a previous SCEF solicitation. In such circumstances, a project will be eligible to submit a project bid of up to five (5) MW minus the amount the project was awarded in the previous Tariff Terms Agreement.

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 the Public Acts.

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

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

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

4.6 Project Viability

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

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

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

5. ELIGIBLE BIDDER[9]

5.1. Experience

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

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

a. Successful development and construction of a similar type of project;
b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets;
c. Successful development and management of a similar shared or community clean energy facility in another jurisdiction; and
d. Experience successfully financing power generation projects (or demonstrating the means to finance the proposed SCEF on the Bidder’s balance sheet).

5.2. Operation and Maintenance

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

5.3. Bid Submission

Bids must be submitted in accordance with the solicitation issued by the relevant EDC, which will set forth specific filing instructions. Each Bidder must comply with the instructions set forth by the solicitation to ensure that its Bid is complete. In addition to completion of the Bid Form, each Bidder must submit a Bid Certification Form and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement, interconnection application confirmation receipt, or other forms as necessary. Specific instructions will be included with the solicitation for how to provide these additional documents and the entity to which these documents shall be provided (i.e., the EDC or DEEP). Bidders must submit a non-refundable Bid Fee in accordance with the RFP at the time of Bid submission.
Bids do not need to include a list of Subscribers at the time of submission.

[9] Note, for 5.1 and 5.2 DEEP will be making these determinations. Please refer to Appendix B for further details.

6. SUBSCRIBERS

6.1. Subscriber Requirements

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

Subscribers are limited to the following classes of Customers:

- Low-income Customers;
- Moderate-income Customers;
- Small Business Customers;
- State or municipal Customers;
- Affordable Housing Landlords, Entities, and Facilities;
- Commercial Customers;
- Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property, or a property where the Customer does not control the property's roof, such as a multi-unit condominium; or (2) reside in their own property, but are unable to install on-site solar.

For any Individual Billing Meter, a Subscriber may have only one (1) Subscription to one (1) SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of electric use, a reasonable[10] estimate of historical use). A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or NRES tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or NRES tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program.

Conversely, existing SCEF participants who were enrolled in SCEF via the opt-out or opt-in methodology and seek to receive any other Connecticut ratepayer-funded incentives or subsidies including, but not limited to, net metering, virtual net metering, or PA 18-50 tariffs other than those provided by this Program will have such SCEF subscription adjusted to cover only excess load not covered by the new generation system. The EDCs will make this SCEF subscription adjustment after there are 12 consecutive months of generation system usage to accurately determine the excess load. The EDCs will conduct a review of existing SCEF subscribers once every 12 months to determine if a SCEF subscription requires adjustment due to customer participation in alternative

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

clean energy programs. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or NRES tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

For each SCEF project that enters service prior to December 6, 2023, twenty (20) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered identification and enrollment process by: LMI Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

For each SCEF project that enters service prior to December 6, 2023, the remaining twenty (20) percent of the estimated annual output shall be available for voluntary enrollment by any eligible customer but is not required to be subscribed.

For each SCEF project that enters service after December 6, 2023, fifty (50) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional twenty[11] (20) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered identification and enrollment process by: LMI[12] Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of

[11] Previously, the program manual stated that for each SCEF project procured in years 1-4 of the program, twenty (20) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered identification and enrollment process by: LMI Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC administered identification and enrollment process. For each SCEF project procured in Years 1-4 of the program, the remaining twenty (20) percent of the estimated annual output shall be available for voluntary enrollment by any eligible customer but is not required to be subscribed.

[12] Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed.

the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

For each SCEF project that enters service after December 6, 2023, the remaining ten (10) percent of the estimated annual output shall be available for voluntary enrollment by any eligible customer but is not required to be subscribed.

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

6.2. Subscription Method

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

Any remaining output of the SCEF shall be available for subscription by all eligible Customers as defined in subsection 6.1. In addition to any measures specifically directed by DEEP and PURA, the EDC shall make reasonable and cost-effective efforts to promote the available SCEF subscriptions to all eligible Customers. Such efforts may include, but are not limited to, proactive engagement and/or partnership with municipalities and/or low-income service organizations (such as community action agencies and Operation Fuel) to assist with the identification and recruitment of subscribers, providing information on SCEF subscriptions in planned online and paper marketing materials, and providing call center representatives with the appropriate information and training to subscribe Customers.

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

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

7. ON-BILL CREDIT

7.1. Subscriber Credit

The EDC will credit each Subscriber on the monthly bill based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWhs). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWhs.[13]

The Subscriber Savings Rate will be $0.025/kWh.

Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month.

7.2. Purchases of Energy

The EDC shall purchase the Delivered Energy, inclusive of Prepaid RECs, from a Selected Bidder's SCEF at the price(s) bid by the Bidder and approved by PURA (the "Purchase Price"). An EDC's obligation to purchase the Delivered output from the SCEF is contingent upon the Subscriber Organization's compliance with the terms of the Program. For Projects sited on Prime Farmland, the Subscriber Organization must provide proof that they have followed any rules developed by DOAG and/or CSC[14]. Upon Delivery, ownership of RECs, energy, and all other Energy and Environmental Attributes shall transfer to the EDCs.

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

7.3. Bidding of Purchase Prices

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

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

7.4. Delivery of Energy

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

[13] The On-bill Credit will be a fixed amount each month for the duration of the Subscription.
[14] Pursuant to Motion No. 6 ruling, Docket No. 24-08-04, the Authority affirms that compliance with such requirements is not a condition for bid eligibility under the SCEF Program and remains exclusively within DoAG's regulatory authority.

7.5. Delivery of RECs

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

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

7.6. Reimbursement for Failure to Deliver RECs

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

8. CERTIFICATION

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

9. COMPLIANCE FILINGS

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

1) The EDC shall annually review SCEF subscriptions in aggregate for the preceding year. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type, specifically providing:
   a) Annual aggregate SCEF production;
   b) Annual aggregate SCEF Subscribed Energy by Customer eligibility type, including opt-in Subscribers;
   c) Information on each Subscriber who was a Subscriber in the preceding year, including the Subscriber's meter address, customer class, date of entry and exit, as applicable;
   d) The number of residential Subscribers and corresponding Subscription kWhs in the preceding year that were subscribed by way of the Non-feasible Solar Self Attestation Form;
   e) The number of Subscribers and corresponding Subscription kWhs in the preceding year that are in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or NRES tariffs other than those in this Program, for such Subscriber;
   f) All marketing materials used to recruit opt-in Subscribers in the preceding year, including but not limited to the website used by the EDC; and

g) The number of Subscriptions, and kWhs associated with any such Subscriptions, which were: (1) transferred to another location when a Subscriber moved; (2) terminated; or (3) resized in the preceding year.

2) No later than November 30, 2022, and annually thereafter, each EDC shall provide an aggregate list of eligible LMI customers readily identifiable in the EDC's billing system, by number of customers and annual electricity consumption, not currently subscribed through the SCEF program.

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

10. Termination of Eligibility Under Tariff

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

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

11. Ombudsperson

Requests for an extension of time for a project's in-service date or resolution of Program disputes that do not require a ruling from the Authority will be addressed by the Authority's selected Ombudsperson. Any extension requests should be emailed to ct-extension-request@seadvantage.com or submitted through the Extension Request Information Form. Following receipt of a project extension request, or a matter that is ripe for mediation or resolution of Program questions after contacting the EDCs, the Ombudsperson will subsequently contact the filer as needed to address the request. Any motions for an extension of a project's in-service date filed with the Authority will be denied without prejudice with direction to file the request with the Ombudsperson.

Matters involving program disputes should be emailed to ct-dispute-resolution@seadvantage.com. If the dispute can be handled by the Ombudsperson, the Ombudsperson will work to address a request or resolve the issue at hand. This may, as appropriate, include additional requests for additional clarification and documentation via email, phone call, shared screen meeting, etc. If the Ombudsperson determines that the request or dispute should not or cannot be resolved by the Ombudsperson, the Ombudsperson will direct the stakeholder to first bring the issue to the relevant EDC, or in other cases, work with the stakeholder to submit a filing to PURA requesting a ruling.

APPENDIX A: SUBSCRIBER TERMS AND CONDITIONS

A1. SUBSCRIBER TERM

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

A2. SUBSCRIPTION PORTABILITY AND TRANSFERABILITY

1. Portability

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

      (1) An Individual Billing Meter for electric service exists at the new premises;

      (2) The Individual Billing Meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility; and

      (3) The Subscriber is established as the Customer of record for electric service at the new premises.

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

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

2. Transferability

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

A3. CANCELLATION OR TERMINATION OF SUBSCRIPTION

1. Cancellation of Subscription by the Subscriber

   (a) Notification to the EDC of Cancellation

      (1) A Subscriber seeking cancellation of a Subscription must provide written notification at least thirty (30) days in advance to the EDC of any cancellation.

(2) Cancellation of a Subscription shall take effect at the start of the next billing cycle of the Subscriber's EDC account.

2. Termination of Subscription by an EDC

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

(1) The termination of a Subscriber's electric service with that EDC.

(2) The termination of the SCEF contract associated with the Subscription.

A4. SUBSCRIPTION SUMMARY CONTRACT

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

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

SHARED CLEAN ENERGY FACILITY (SCEF) PROGRAM
YEAR 7
APPENDIX B: SUBMITTAL TO DEEP

INSTRUCTIONS

In addition to any complete Bid submitted to the electric distribution companies (EDCs) in response to the Request for Proposals (RFP) for Year 7 of the Shared Clean Energy Facility (SCEF) Program, Bidders must submit a complete Appendix B submission to the Department of Energy and Environmental Protection (DEEP). Bidders must provide written responses to all questions in sections B1-B6, below, and provide the necessary affidavits and forms. Bidders must use the affidavits and forms provided as Attachments herein. Complete Appendix B submissions must include:

I. Responses to all questions in sections B1-B6, below, with all supporting information requested in both the main question and any question subparts. Each question must be answered in its entirety. If supplemental material is required in the form of an appendix, exhibit, table, map, or other documents, Bidders must provide each supplemental material directly below the applicable question or provide a link directly to that supplemental material. ***If any section or question is not applicable, this should be clearly stated with a full explanation as to why that section or question is not applicable. Do not skip any section or question.***

II. Attachment 1: An affidavit attesting to the Bidder's control of the Project Site by the Bidder (Affidavit #1)

III. Attachment 2: An affidavit attesting to the Bidder's control of the Project Site by the owner of the Project Site (Affidavit #2) (required only if the Bidder is not the owner of the Project Site)

IV. Attachment 3: An affidavit attesting the veracity of statements made to DEEP (Affidavit #3)

V. Attachment 4: An Applicant Compliance Information form

Bidders must submit their complete Appendix B submission to DEEP at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the SCEF RFP for Year 7. DEEP reserves the right to seek clarifying or additional information and documents at any point in the evaluation process at its sole discretion as described in Section 3.4 of the SCEF Program Manual approved for Year 7 of the SCEF Program in Docket No. 25-08-04.

Further, by submitting an Appendix B response to DEEP, Bidder consents to DEEP sharing such responses with the Department of Agriculture as necessary to assist DEEP in its evaluation of Appendix B responses.

FREEDOM OF INFORMATION ACT

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 claims confidentiality over portions of information submitted in response to Appendix B. When a Bidder submits confidential information to DEEP, the Bidder acknowledges that the FOIA governs the public's accessibility to that information.

If a Bidder believes portions of information submitted in response to Appendix B are exempt from FOIA disclosure, the Bidder must submit:

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

AND

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

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

Trade secrets, § 1-210(b)(5)(A) of the General Statutes of Connecticut (C.G.S.);

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

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

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

In addition, Bidders must submit a detailed explanation of why the relevant FOIA exemption is applicable to the specific information requested to be redacted. A unique explanation is required for each response to a question in which a Bidder wishes to redact

information; a blanket justification is prohibited. Failure to provide such explanation will lead to a disqualification of the project for failure to comply with Appendix B. DEEP will not redact proposals submitted on behalf of Bidders. Only legitimate non-public proprietary or sensitive information may be considered confidential. Bidders may not submit a response to Appendix B that is entirely redacted. If the redaction is challenged in any forum, it is the responsibility of the Bidder to defend the confidentiality of the information.

If a Bidder is not claiming any FOIA exemptions and is not providing a redacted, confidential version of their responses to Appendix B, please confirm in your email submission of Appendix B that you understand your Appendix B response will be made public when you send it to DEEP.

DEFINITIONS

"Brownfield" means a site that is either: (1) an address that is included on the Connecticut Brownfields Inventory maintained by DEEP and an attestation that such site has not achieved regulatory closure in the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with 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. For both (1) and (2), the Bidder must demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination.

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

"**Environmental Justice Community**" means the same as C.G.S. 22a-20a: "(A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred per cent of the federal poverty level, or (B) a distressed municipality, as defined in subsection (b) of section 32-9p." DEEP maintains a publicly accessible map of Environmental Justice Communities.

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

"Hybrid Project" shall mean Projects that include those which are split between rooftops and ground-mounted systems, including carports and solar canopies.

"Prime Farmland" shall have the same meaning as in 7 CFR 657, as amended.

"Landfill" means any property that is listed on the Closed Landfills list, though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development. Only the closed, capped portion of the property is considered a "Landfill" for bid preference purposes.

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

"Solar Canopy" "Solar Canopies" or "Solar Carport" means a solar generation Project where the alternating current (AC) Nameplate Capacity of a Project used for generating power is installed above a permeable and/or nonpermeable existing or new parking/driving area, pedestrian walkway, courtyard, canal, or other utilized surface that requires shade, which is installed in a manner that maintains the function of the area beneath the structure and continues to be used or available for use for such purposes for the term of Program participation.

APPENDIX B QUESTIONS

B1. PROJECT OVERVIEW

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

i. Resource type

ii. Project size in kW (AC)

iii. Project size in kW (DC)

iv. Location of Project Site, specifically:

a. Municipality

b. Census tract number

c. Approximate address

v. State whether the proposed project is located in an Environmental Justice Community

vi. State whether the proposed project site is located, in whole or in part, on Prime Farmland

vii. Estimated average annual output

viii. Bid price/kWh

B1.2. Identify whether the proposal is claiming a qualitative bid preference, and if so, which qualitative bid preference. If claiming a qualitative bid preference, provide documentation and evidence supporting your claim for the qualitative bid preference.

B1.3 Confirm the bid complies with Public Act 25-173's requirement that SCEF projects "emit no pollutants."

B2. FINANCIAL EXPERIENCE

B2.1. Provide the following cost estimates for developing and operating the project for the duration of the program term:

i. Estimated equipment costs;

ii. Estimated labor and other installation costs;

iii. Estimated land and/or Project Site development costs. If the Project Site is located on a brownfield, landfill, or the Generation Footprint is on a canopy, provide an estimated premium paid, broken out from the estimated standard development costs, for purchasing and/or developing on the landfill, brownfield, or canopy, including but not limited to compliance costs;

iv. Estimated interconnection costs;

v. Estimated financing costs;

vi. Estimated permitting costs;

vii. Estimated operations and maintenance costs for the duration of the commercial operation of the facility;

viii. Estimated cost of any decommissioning bond, if required by Public Act 23-163 or other legislation; and

ix. Other estimated expenses associated with development and operation of the project not otherwise reflected above, including an explanation of such other costs.

B3. PROJECT SITE

B3.1. Provide a single site plan with the following all on one map:

i. Scale

ii. North arrow

iii. Parcel(s) boundary

iv. Legend

v. Generation footprint overlay

vi. Road names

vii. Anticipated interconnection route

viii. USGS Topo map with project site outline

ix. Acreage of the generation footprint

x. Show watercourse and wetlands delineation, or if they have not been field delineated, show wetland hydric soils layer from Natural Resources Conservation Service GIS data or local GIS data for general locations.

xi. Identify any Prime Farmland soils.

B3.2. To demonstrate the requisite proof of site control for the Project Site, complete Affidavit #1 (Attachment 1), and, as applicable, Affidavit #2 (Attachment 2).

B3.3. For projects under 1 MW, attest that the Project Site and interconnection route are or will be, through a variance or other permit process, acceptable uses for the zone(s) in which they are located.

B4. PROJECT THRESHOLD REQUIREMENTS

The information requested is organized according to the classification of the Project Site or resource type. If any section or question is not applicable, this should be clearly stated with a full explanation as to why it is not applicable.

B4.1. Brownfield Development

i. 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.

ii. Demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination.

iii. Indicate whether 100% of the Generation Footprint is on the Brownfield.

iv. If the project is not wholly located on the Brownfield, indicate the percentage of the project's Generation Footprint that is located on the Brownfield and therefore eligible for the Brownfield bid preference.

B4.2. Landfill Development

Indicate how much of the Generation Footprint is located on a Landfill. For a project built on a Landfill to qualify for the bid preference, the Generation Footprint must be wholly located on the Landfill. However, if the size of the Landfill cannot accommodate the entire Generation Footprint, then the project can still be eligible to receive the qualitative preference, provided at least 75% of the total Generation Footprint is within the Landfill and the Landfill land that is legally and technically available for development is utilized.

B4.3. Sand and Gravel Pits Development

i. Indicate the percentage of the total Project Site that is on the sand and gravel pit.

B4.4. For a project located on Prime Farmland, attest that the Bidder understands that projects shall be required to follow any rules developed by the Connecticut Department of Agriculture and/or the Connecticut Siting Council for clean energy projects sited on Prime Farmland as a condition of receiving payment, as stated on these webpages:

Department of Agriculture resources are available via this website: https://portal.ct.gov/doag/adarc/programs/solar-and-farming-overview/shared-clean-energy-facility

Connecticut Siting Council resources available via this website: https://portal.ct.gov/csc

B4.5. Solar Canopy Development

i. Indicate whether 100% of the Generation Footprint is included on the Solar Canopy.

ii. If the Project is a Hybrid Solar Canopy Project, indicate the percentage of the project's capacity (kW AC) that is located on the Solar Canopy and therefore eligible for the Solar Canopy Bid Preference.

B5. PERMIT ACQUISITION

B5.1. Bidder acknowledges that the project may require permits including but not limited to the Connecticut Siting Council, Department of Energy and Environmental Protection's

General or Individual Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (Stormwater General Permit), and environmental surveys and reports required to support the applications. Local Building and Electrical permits may be required. Solar arrays on a closed Landfill may require a post-closure use change approval and a disruption authorization through the Solid Waste Permitting Program in the Waste Engineering and Enforcement Division of DEEP. Please use this link: Permit Information for Solar Projects, or reach out to the Client Concierge Services team at DEEP.OPPD@ct.gov with any questions or to schedule a pre-application meeting.

B5.2. Identify any existing, preliminary, or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the proposed project or the ability to obtain or retain the required permits for the proposed project.

B5.3. Bidder acknowledges that it is familiar with the Siting Council's process and decision timeframe. Bidder further acknowledges that it has reviewed DEEP's Stormwater General Permit and understands the requirements contained therein and the timeframe for approval.

B5.4. Bidder understands that wetland buffers of 100 feet are preferable to the Connecticut Siting Council and for the Stormwater General Permit. If unable to provide this buffer, bidder understands that the DEEP and/ or the Connecticut Siting Council may ask for additional information as to the chosen layout of the project and how other alternatives were addressed and dismissed.

B5.5. For a project sited on Prime Farmland, the Bidder acknowledges that Public Act 23-163 requires a decommissioning bond as part of the Connecticut Siting Council process**.**

B5.6. Confirm that the Project Site is not sited on Core Forest, in whole or in part, as defined in this procurement.

B5.7. Indicate the proximity of the Project Site and interconnection route to ridgelines and ridgeline setback areas as defined in C.G.S. § 8-1aa. If this is not applicable to the location of the project, please state the reason.

B5.8. Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the "Applicant Compliance Information form," included herein as Attachment 4.

B5.9. Bidder confirms that they have checked or will check prior to commencing construction for conservation, recreation, or open space restrictions that would prohibit development on the Project Site.

B6. COMMUNITY IMPACT AND ENGAGEMENT

B6.1. Provide documentation of community outreach and engagement regarding the Bid conducted to date. A passing response must include documentation from at least two of the following categories:

i. Copies of any agreements with local community organizations and other constituencies (including but not limited to Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community) that may be impacted by the proposed project;

ii. Emails, letters, and/or other communications with or directed to local municipal officials;

iii. Emails, letters, and/or other communications with or directed to municipality residents and/or community organizations (including but not limited to Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community);

iv. Time, date, and materials from any in-person or virtual meeting held with local officials, property owners, abutters, community organizations, and/or other town residents to educate them about the proposed project; and/or

v. Other documentation or narrative description that substantiates outreach efforts to-date with the host community (including property owners, abutters, Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community and/or other town residents).

B6.2. The Bidder acknowledges the requirements of Public Act 21-43 for projects two MWs or greater.

i. Describe how the Bidder will take appropriate actions to ensure a workforce development program is established if the Bid is selected.

ii. If the project is equal to five MWs, describe how the Bidder will take all reasonable actions to ensure that a community benefits agreement is entered into with appropriate community organizations representing the residents of the community in which the project will be located. Include the names of community organizations the Bidder has already identified, any communication with the community organizations regarding the Bid to-date, and any draft community benefits agreement that exists.

B6.3. Describe how the Bidder is addressing and advancing issues of Diversity, Equity, and Inclusion (DEI) with its mission, professional development, staffing, and/or Connecticut based recruiting efforts. If the Bidder has a social impact statement, submit a copy with this Appendix B response.

Attachment 1

Affidavit #1: Bidder's Affidavit of Site Control under the SCEF Program Manual of the Shared Clean Energy Facility Program

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

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

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

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

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

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

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

NOTE: Electronic signatures are not acceptable. The Bidder's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.[15]

Please indicate the appropriate site control agreement selection with a checkmark or "x" in the box to the left:

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

Address of project site:_____

Bidder: _____

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

Signature of the Bidder

(or its Representative): _____

Print or Type Name of Bidder

(or its Representative): _____ (duly authorized)

Title: _____

Date Signed: _____

The Notary Public shall fill out and sign the following:

_____

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

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____

Commission expires: _____

Attachment 2

Affidavit #2: Owner of the Project Site's Affidavit of Site Control under the SCEF Program Manual of the Shared Clean Energy Facility Program

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

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

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

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

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

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

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

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

NOTE: Electronic signatures are not acceptable. The Owner of the Project Site's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.[16]

Please indicate the appropriate site control agreement selection with a checkmark or "x" in the box to the left:

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

Address of project site:_____

Owner of the Project Site: _____

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

Signature of Owner of Project Site

(or its Representative): _____

Print or Type Name of Owner of Project Site

(or its Representative): _____ (duly authorized)

Title: _____

Date Signed: _____

The Notary Public shall fill out and sign the following:

_____

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

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____

Commission expires: _____

Attachment 3

AFFIDAVIT: "VERACITY OF STATEMENTS"

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

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

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

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

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

Signature of Affiant Date

Printed Name of Affiant Title (relationship to Applicant)

Address of project site:

STATE OF _____ }
} ss. _____
COUNTY OF _____ } *(Town)*

The foregoing was subscribed to and sworn to before me this _____ day of
(day)

_____ , _____ by _____ .
(month) *(year)*

_____
(*Signature of Notary Public or other official*)

_____
(Printed Name of Notary Public or other official)

My commission expires _____ .

Attachment 4

Connecticut Department of
Energy & Environmental Protection

Applicant Compliance Information

Applicant Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext.:

Contact Person: Phone: ext.

*E-mail:

If you answer *yes* to any of the questions below, you must complete the Table of Enforcement Actions on the reverse side of this sheet as directed in the instructions for your permit application.

A. During the five years immediately preceding submission of this application, has the applicant been convicted in any jurisdiction of a criminal violation of any environmental law?

☐ Yes ☐ No

B. During the five years immediately preceding submission of this application, has a civil penalty been imposed upon the applicant in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?

☐ Yes ☐ No

C. During the five years immediately preceding submission of this application, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?

☐ Yes ☐ No

D. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal court issued any order or entered any judgement to the applicant concerning a violation of any environmental law?

☐ Yes ☐ No

E. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal administrative agency issued any order to the applicant concerning a violation of any environmental law?

☐ Yes ☐ No

Table of Enforcement Actions

(1) Type of Action	(2a) Date Commenced	(2b) Date Terminated	(3) Jurisdiction	(4) Case/Docket/ Order No.	(5) Description of Violation

☐ Check the box if additional sheets are attached. Copies of this form may be duplicated for additional space.

An Avangrid company

EVERSOURCE

Year 7 SCEF Bid Certification Form

for the Connecticut Light and Power Company dba Eversource Energy ("Eversource") and The United Illuminating Company ("UI") Shared Clean Energy Facility RFP

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for the Shared Clean Energy Facility Program of The Connecticut Light and Power Company and The United Illuminating Company ("RFP").

The following three (3) pages must be executed by duly authorized representatives of the Bidder (page 2), Subscriber Organization (page 3), and Owner of the Project Site (page 4), respectively.

Bidder is defined as the individual or business submitting a proposal ("Bid") to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy pursuant to the terms and conditions of a fully executed SCEF Tariff Terms Agreement. The Bidder may or may not be the Subscriber Organization and/or the Owner of the Project Site.

1. Bidder is the individual or business input under "Bidder Information" in Step 1 of 6 in the SCEF online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Bidder's Signature, Commitment and Acceptance (Page 2 below).

Subscriber Organization is defined by Section 16-244x of the General Statutes. For the purposes of the Modified SCEF Program Requirements, the term Subscriber Organization refers to the Selected Bidder. The Subscriber Organization may be (i) the customer of record at the revenue meter with site control, (ii) the site owner with consent of the customer, or (iii) the authorized developer with consent of the customer and site owner. The Subscriber Organization may or may not be the Bidder and/or the Owner of the Project Site.

1. Subscriber Organization is the individual or business input under "Subscriber Organization Information" in Step 1 of 6 in the SCEF online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Subscriber Organization's Signature, Commitment and Acceptance (Page 3 below).

Owner of the Project Site is defined as the legal owner of the Project site. The Owner of the Project Site may or may not be the Bidder and/or the Subscriber Organization.

2. Owner of the Project Site is the individual or business input under "Owner of the Project Site" in Step 2 of 6 in the SCEF online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Affidavit of the Owner of the Project Site's Notarized Signature, Commitment and Acceptance (Page 4 below).
3. **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

All pages (pages 2, 3, and 4) of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file.

Bidder's Signature, Commitment and Acceptance

Bidder agrees to submit its Bid Form according to the instructions included in the RFP and the Company-specific instructions provided on each Company's website.

Bidder represents that it understands the requirements, terms and conditions of the RFP.

Bidder hereby certifies that all the statements and representations made in this Bid are true and accurate to the best of Bidder's knowledge.

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 Bidder. Bidder further agrees that if it is notified that it has been chosen as a winning Bidder, (a) Bidder will execute, or if it is not the Subscriber Organization, Bidder will work with Subscriber Organization to facilitate the execution of the Standard Contract and (b) Purchase Price(s) and all other components of the Bid shall remain open, firm and binding until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Terms Agreement.

Bidder certifies that if it is not the Subscriber Organization, it shall use its best efforts to cause Subscriber Organization to execute the Tariff Terms Agreement without modification.

Bidder hereby certifies that the Project's construction has occurred, or will occur, after the date of the solicitation to which the Bidder is responding and that the project otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Subscriber Organization, that the Subscriber Organization, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 4, Bidder Eligibility Requirements, of the RFP.

Bidder hereby affirms that the Project's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Standard Contract or other services provided by the EDCs on a routine basis to similarly situated projects, such as interconnection.

Bidder represents that it has not received nor sought nor will seek 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.

Bidder hereby affirms that the Project meets, and will continue to meet, the requirements set forth in Section 5.2.11 the RFP pertaining to Project Segmentation.

Bidder: _____
(Exact legal name of Individual or Business submitting Bid)

Signature of Bidder
(or a Representative of): _____

Print or Type Name of Bidder
(or Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

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Subscriber Organization's Signature, Commitment and Acceptance

As a duly authorized representative of the Subscriber Organization, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Subscriber Organization represents that it understands the requirements, terms and conditions of the RFP.

Subscriber Organization represents that it has not received nor sought nor will seek 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.

The Subscriber Organization further agrees that the Bid, including the Purchase Price(s) included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Subscriber Organization and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Subscriber Organization shall execute the Tariff Terms Agreement without modification and (b) the Purchase Price and all other components of the Bid shall remain open, firm and binding until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Terms Agreement.

Subscriber Organization hereby affirms that the Project meets, and will continue to meet, the requirements set forth in Section 5.2.11 of the RFP pertaining to Project Segmentation.

Subscriber Organization: _____
(Exact legal name of Subscriber Organization, as defined above)

Signature of Subscriber Organization
(or a Representative of): _____

Print or Type Name of
Subscriber Organization
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

An Avangrid company

EVERSOURCE

Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance

Note – the Owner of the Project Site's signature is required to be witnessed by a Notary Public and documented as such.

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

Owner of the Project Site represents that it understands the requirements, terms and conditions of the RFP, including site control.

Owner of the Project Site represents that it has not received nor sought nor will seek 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.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the Project located, in association with the development of a SCEF Project, to be located on the Owner of the Project Site's property (Facility Site).

Owner of the Project Site attests that the Bidder has control of the Project Site, or an unconditional right, granted by the Owner of the Project Site, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority.

Owner of Project Site – Please fill out and sign the following:

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

Signature of Owner of Project Site
(or a Representative of): _____

Print or Type Name of
Owner of Project Site
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

Notary Public – Please fill out and sign the following:

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____

Commission expires: _____

Print or Type Name of Notary Public: _____

SHARED CLEAN ENERGY FACILITY ("SCEF") TARIFF TERMS AGREEMENT
SUBSCRIBER ORGANIZATION

This Agreement is entered into as of the following date: (the "Effective Date"). This Tariff Terms Agreement incorporates by reference for all purposes the Shared Clean Energy Facility Tariff and all attachments and appendices thereto, including the Terms and Conditions (collectively, the "Agreement"). The Parties to this Agreement are the following:

SECTION I: COMPANY INFORMATION		
SUBSCRIBER ORGANIZATION		**EDC**
	Party Name	[The Connecticut Light and Power Company dba Eversource Energy ("Eversource")] *or* [The United Illuminating Company ("UI")]
	Address	[107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477]
	Business Website	[www.eversource.com] *or* [www.uinet.com]
☐ US Federal _____	*Tax ID Numbers*	☐ US Federal _____
	Jurisdiction of Organization	Connecticut
☐ Corporation ☐Limited Partnership ☐LLP ☐LLC ☐Partnership ☐Individual ☐Other_____	*Company Type*	☒Corporation ☐Limited Partnership ☐LLP ☐LLC ☐Partnership ☐Individual ☐Other_____

SECTION II: CONTACT INFORMATION		
SUBSCRIBER ORGANIZATION		**EDC**
Address: **Attn:** **Tel#** **Fax#** **Email:**	*General* *(day to day/ administrative)*	**Address:** [107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477] **Attn:** SCEF Program Manager **Tel#** **Fax#** **Email:** SCEF@eversource.com *or* SCEF@uinet.com
Address: **Attn:** **Tel#** **Fax#** **Email:**	*Tariff*	**Address:** [107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477] **Attn:** SCEF Program Manager **Tel#** **Fax#** **Email:** SCEF@eversource.com *or* SCEF@uinet.com

Address: **Attn:**	*Legal Notices*	**Address:** [Legal Department] *or* [Legal Department] [107 Selden Street] [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477] **Attn:** Associate General Counsel – CT State Regulatory
Address: **Attn:** **Tel#** **Fax#** **Email:**	*Development and Operating Period Security*	**Address:** [107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477] **Attn:** SCEF Program Manager **Tel#** **Fax#** **Email:** SCEF@eversource.com *or* SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION		
SUBSCRIBER ORGANIZATION		**EDC**
Address: **Attn:** **Tel#** **Fax#** **Email:**	· *Invoices* · *Payments* · *Settlements*	**Address:** [107 Selden Street] *or* [180 Marsh Hill Road] [Berlin, CT 06037] [Orange, CT 06477] **Attn:** SCEF Program Manager **Tel#** **Fax#** **Email:** SCEF@eversource.com *or* SCEF@uinet.com
Bank: **Bank Address:** **ABA#** **Acct#** ☐ **Checking** ☐ **Savings** **Other Details:**	*Wire Transfer Numbers (If Applicable)*	**Bank:** **Bank Address:** **ABA#** **Acct#** ☐**Checking** ☐**Savings** **Other Details:**
Attn: **Address:**	*Checks (If Applicable)*	N/A
Bank: **Bank Address:** **ABA#** **Acct#** ☐ **Checking** ☐ **Savings** **Other Details:**	*ACH Numbers (If Applicable)*	**Bank:** **Bank Address**: **ABA#** **Acct#** ☐**Checking** ☐ **Savings** **Other Details:**

The Parties hereby agree to the following provisions offered in Attachment 2, Terms and Conditions.

SECTION IV: FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	

	Customer Billing Account Number	
	Technology	☐ Wind ☐ Solar-Fixed Tilt ☐ Solar-Single Axis ☐ Solar-Dual Axis ☐ Hydro ☐ Other:
	Installed Capacity - Must be greater than 100 kW (AC) and less than 5,000 kW (AC)	kW (AC)
	Solar Canopy/Solar Carport Capacity (if applicable)	_____ kW (AC)
Interconnecting Utility	[Eversource] or [UI]	
Purchase Price	$ per MWh	
Development Period Security (amount)	$	
Operating Period Security (amount)	$	
Bid Preference(s)	☐ Solar Carport/Canopy ☐ Brownfield ☐ Landfill ☐ N/A	
PURA Tariff Terms Agreement Approval Date Note: In-Service Date must be 3 years from this date	Date:	
Estimated In-Service Date (for informational purposes only)	Date:	

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

	Party Name	[**The Connecticut Light and Power Company dba Eversource Energy** by Eversource Energy Service Company, its authorized agent] or [**The United Illuminating Company**]
	Signature	
	Printed Name	
	Title	

The Connecticut Light and Power Company dba Eversource Energy and The United Illuminating Company
SHARED CLEAN ENERGY FACILITY ("SCEF") YEAR 7 TARIFF TERMS AGREEMENT
SUBSCRIBER ORGANIZATION
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1. Summary

These Terms and Conditions establish the Program requirements for Subscriber Organizations for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Public Act 18-50, *An Act Concerning Connecticut's Energy Future*, Section 1 of Public Act 22-14, *An Act Concerning Clean Energy Tariff Programs,* and Section 9 of Public Act 25-173, *An Act Concerning Energy Affordability, Access, and Accountability* ("the Acts"), Connecticut General Statute 16-244z, *Renewable Energy Tariffs and* the December 18, 2019, Decision of the Public Utilities Regulatory Commission ("PURA" or "Authority") in Docket No. 19-07-01 *Review of Statewide Shared Clean Energy Facility Program Requirements* ("the Decision"). All definitions and program rules used throughout this Rider conform to the Authority's Year 7 Program Manual, presented in Exhibit B – SCEF Year 7 Program Manual attached to the Decision.

2. Definitions

The following definitions are applicable to the Program requirements and conform with Conn. Gen. Stat. §§ 16-244z(a) and 16-244x.

2.1 "Affiliate" means, with respect to any Party, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power;

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

2.3 "Approval to Energize" has the meaning outlined in the respective EDC's Interconnection Agreement;

2.4 "Authorized Developer" means a developer that has the written permission of both the site owner and the EDC's distribution customer of record of the site to develop an eligible Facility at said site;

2.5 "Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due;

2.6 "Bankruptcy Code" means those laws of the United States of America related to bankruptcy codified and enacted as Title 11 of the United States Code, entitled "Bankruptcy" and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time;

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

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

2.9 "Bidder" means an entity that submits a Bid for a Subscriber Organization and the development and operation of the Shared Clean Energy Facility consistent with the requirements of this Program;

2.10 "Brownfield" means a site that is either: (1) an address that is included on the Connecticut Brownfields Inventory maintained by DEEP and an attestation that such site has not achieved regulatory closure in

the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with 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. For both (1) and (2), the Bidder must demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination;

2.11 "Business Day" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time. Notwithstanding the foregoing, with respect to notices only, Business Day shall not include the Friday immediately following the U.S. Thanksgiving holiday;

2.12 "Connecticut Class I Renewable Energy Credits" means certain NEPOOL GIS Certificates and any and all other Environmental Attributes derived from the energy production of a generation Facility that has been qualified by the Authority as a Connecticut Class I renewable resource under Conn. Gen. Stat. § 16-1(a)(26), and shall represent title to and claim over all Environmental Attributes associated with the specified MWh of generation from such Connecticut Class I renewable resource;

2.13 "Connecticut Class I RPS Qualification" means an order, decision or ruling from the Authority that qualifies a generation unit as a RPS Class I Renewable Energy Source, or that qualifies a portion of the annual electrical energy output of a generation unit as RPS Class I Renewable Generation (as defined in Conn. Gen. Stat. § 16-1(a)(26);

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

2.15 "Customer" means a retail electric account holder of an Electric Distribution Company ("EDC");

2.16 "Delivery," "Deliver," "Delivered," or "Delivering" means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is injected into the electric distribution system within the service territory of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs associated with the delivered energy of the Shared Clean Energy Facility as a Connecticut Class I Renewable Energy Source[1];

2.17 "Delivery Term" means the period during which EDC is obligated to purchase energy and the RECs associated with the Facility that are Delivered to EDC by Subscriber Organization, as further defined in Section 5;

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

2.19 "Development Period Security" means collateral in the form of cash, which shall be provided by the Subscriber Organization to the EDC during the development of the SCEF. Development Period Security shall not earn interest;

2.20 "Effective Date" has the meaning set forth in the first paragraph of the SCEF Tariff Terms Agreement;

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

[1] Consistent with the SCEF Year 7 Program Manual, as specified in Section 3.4.1, the EDCs will obtain the CT Class I RPS qualification and will report the generation output to the NEPOOL GIS for creation of the RECs into EDC administered batches or tranches.

2.22 "Environmental Attributes" shall mean each of the following that exists under the laws and regulations of the state of Connecticut, or under any other international, federal, regional, state or other law, rule or regulation as of the Effective Date or may come into existence during the twenty-year term of the purchase commitment applicable to the selected Project: (i) GIS Certificates, (ii) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Project is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the Project or the production or sale of Energy that avoids the emission of carbon into the air, soil or water, (iii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the production of electric generation or the production or sale of Energy that avoids the emission of carbon into the air, soil or water and in which the Subscriber Organization has good and valid title, including any credits to be evidenced by Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction as such may be amended during the term of the Tariff applicable to the selected Project, (iv) any such Allowances related to (A) oxides of carbon or (B) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a Program involving transferability of specific Environmental Attributes, and (v) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise;

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

2.24 "Expected Annual Production" or "Average Annual Production" means the expected average annual production of the Facility as determined by a CT Licensed Professional Engineer;

2.25 "Facility" has the meaning set forth in Section 4, Facility;

2.26 "Federal Funds Effective Rate" means the interest rate as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System;

2.27 "Force Majeure Event" has the meaning set forth in Section 17, Force Majeure;

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

2.29 "Governmental Authority" means the federal government, any state or local government or other political subdivision thereof (whether federal, state or local), any court and any administrative agency or other regulatory body, instrumentality, authority or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

2.30 Guidelines for Generator Interconnection ("Guidelines") means the Guidelines for Certified Inverter Based Generating Facility, 20kW or less, which includes Attachments, that describe the protocols and procedures for interconnecting to the Electric Power System, and/or the Guidelines for Generator Interconnection: Fast Track and Study Process, prepared by Eversource Energy and UI to describe the protocols and procedures for interconnecting to the EPS, as may be amended from time to time;

2.31 "Hybrid Project" shall mean Projects that include those which are split between rooftops and ground-mounted systems, including carports and solar canopies.

2.32 "In-Service Date" or "Commercial Operation Date" shall mean the Approval to Energize date listed on the EDC issued Approval to Energize letter to the system owner;

2.33 "Interconnecting Utility" means the utility (which shall be an EDC) providing interconnection service for the Facility to the distribution system of that utility;

2.34 "Interconnection Agreement" means an agreement with the Interconnecting Utility regarding the interconnection of the Facility to the electric distribution system of the Interconnecting Utility, as the same may be amended from time to time;

2.35 "Interest Rate" means, for any date, the Federal Funds Effective Rate; provided, that in no event shall the applicable interest rate ever exceed the maximum lawful rate permitted by applicable law;

2.36 "kW" means a kilowatt;

2.37 "kWh" means a kilowatt-hour;

2.38 "LREC/ZREC" means any low and/or zero emission generation projects that have been awarded contracts by the EDCs pursuant to General Statutes Sec. 16-244r or 16-244s;

2.39 "Landfill" means any property that is listed on the Closed Landfills list, though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development;

2.40 "Meter" or "Meters" means all electric metering associated with the Facility, including the Production Meter, Facility meter and any other real-time meters, billing meters and back-up meters;

2.41 "MWh" means megawatt-hour, and one MWh shall equal 1,000 kWh;

2.42 "Nameplate Capacity" shall mean the actual nameplate capacity of the Facility, as built, and as certified by an Independent Engineer, as provided in Section 4.3;

2.43 "NEPOOL" means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the RNA, or any successor to the New England Power Pool;

2.44 "NEPOOL GIS" means the New England Power Pool Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, which accounts for the generation attributes of electricity generated within New England;

2.45 "NEPOOL GIS Certificate" means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS;

2.46 "Non-Defaulting Party" has the meaning set forth in Section 15;

2.47 "Non-Residential Renewable Energy Solutions Program" or "NRES" means the Non-Residential Renewable Energy Solutions Program established pursuant to Public Acts 18-50, 19-35, 22-14, and 23-102.

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

earn interest at the Interest Rate;

2.49 “Participants Agreement” means the “Participants Tariff among ISO New England Inc. as the Regional Transmission Organization ("RTO") for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants” dated as of February 1, 2005, as may be amended from time to time, or any successor thereto accepted by the Federal Energy Regulatory Commission (“FERC”);

2.50 “Parcel” means the clearly defined property boundaries registered with the local municipality before January 1 of the year of the solicitation;

2.51 "Payment" means an amount paid by the EDC to the Subscriber Organization to purchase the output of the Shared Clean Energy Facility as a direct payment from the EDC to the Subscriber Organization;

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

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

2.54 “Production Meter” means a separate meter dedicated to the measurement of the Facility’s energy output for the determination of the quantity of RECs and energy created;

2.55 "Program" means the Shared Clean Energy Facilities Program developed by DEEP and approved by PURA pursuant to the Acts;

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

2.57 "Public Utilities Regulatory Authority” or “PURA” or “Authority” means the Connecticut Public Utilities Regulatory Authority or any successor thereto;

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

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

2.60 “Regulatory Approval” means approval by the Authority;

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

2.62 “Renewable Portfolio Standard” or “RPS” means the regulations promulgated pursuant to Conn. Gen. Stat. §16-245a, as amended, modified, restated and superseded from time to time, that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived

from certain renewable energy generating resources;

2.63 “Rider” means the Rider developed by Eversource Energy ("Eversource") or The United Illuminating Company ("UI") (together, "the EDCs"), whichever is applicable to a SCEF, consistent with this Program and approved by PURA;

2.64 “RPS Class I Renewable Energy Source” means a generation unit that has received a Connecticut Class I RPS Qualification from the Authority, pursuant to Conn. Gen. Stat. § 16-1(a)(26);

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

2.66 "Shared Clean Energy Facility" is defined by Section 16-244x of the CT General Statutes;

2.67 “Shared Clean Energy Facility (“SCEF”) Tariff Terms Agreement” means the document executed by the EDC and the Subscriber Organization;

2.68 ‘Solar Canopy’ or ‘Solar Canopies’ or ‘Solar Carport’ shall mean a solar generation Project where the alternating current (AC) Nameplate Capacity of a Project used for generating power is installed above a permeable and/or nonpermeable existing or new parking/driving area, pedestrian walkway, courtyard, canal, or other utilized surface that requires shade, which is installed in a manner that maintains the function of the area beneath the structure and continues to be used or available for use for such purposes for the term of Program participation;

2.69 "Subscriber Organization" is defined by Section 16-244x of the General Statutes. For the purposes of the SCEF Year 7 Program Manual, the term Subscriber Organization refers to the Selected Bidder;

2.70 “Tax” or “Taxes” means all taxes that are currently or may in the future be assessed on any products or services that are the subject of this Tariff;

2.71 “Term” has the meaning set forth in Section 5;

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

2.73 “Tariff Year” means the twelve (12) consecutive calendar months starting on the In-Service Date and each subsequent twelve (12) consecutive calendar month period;

2.74 “Tariff Terms Agreement” means the Shared Clean Energy Facility (“SCEF”) Tariff Terms Agreement for the Subscriber Organization, inclusive of the Shared Clean Energy Facility Tariff, Terms and Conditions and all referenced attachments and appendices;

2.75 “Tariff Terms Agreement Approval Date” means the date on which PURA approves the Tariff award.

3. Program Structure

3.1 **Purchase of Energy and RECs.** Under the Program, the EDC will purchase the energy and associated RECs produced by a selected Shared Clean Energy Facility at the Purchase Price approved by PURA for the SCEF. The EDC will remit payment for that purchase in accordance with the EDC’s tariff.

3.2 **Security.** Selected Bidders will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is twenty-five dollars ($25) per kW (AC) of the nameplate capacity of the proposed Facility. The Development Period Security must be provided to the EDC at the time of Bid submission. The EDC shall return the Development Period Security to the Subscriber Organization 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.

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

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

3.2.3 If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) Business Days. Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such security has been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

3.2.4 Development Period Security or Operating Period Security means collateral in the form of cash that can be satisfied through wire transfer, Automated Clearing House ("ACH"), or bank/cashier's check, or other security as may be acceptable to the EDC in its sole discretion. In addition, Development Period Security or Operating Period Security shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code ("UCC") and the Bankruptcy Code and amendments thereto. The Parties specifically recognize that the use of Development Period Security or Operating Period Security throughout this Agreement shall not limit any legal right, action, or remedy that would have otherwise been available to the aggrieved Party under either the UCC or Bankruptcy Code.

3.3 **Tariffs.** Each Selected Bid will have its own Tariff Terms Agreement based on its accepted Purchase Price(s) as approved by PURA. Tariff rates will be paid quarterly to Subscriber Organizations based on a cents/kWh calculation of the Purchase Price for the given Tariff Year multiplied by the metered kWh applicable to the SCEF.

4. Facility

4.1 **Facility Type.** A Shared Clean Energy Facility must be a new Class I renewable generation project, as

defined in Section 16- 1 of the General Statutes, must emit no pollutants[2], and must be located in Connecticut and is as described in the Facility Information section of the Tariff Terms Agreement. Facilities already constructed or under construction are excluded. 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. For a Facility to qualify as new, construction must commence after the issue date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation issue date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

4.1.1 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, NRES tariffs, and 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.

4.1.2 Bids must gain approval to interconnect to the EDC's distribution system (via the Eversource or UI standard interconnection process) and must be metered by an EDC-owned meter. Bids must meet Distribution Company applicable Guidelines for Generator Interconnection ("Guidelines") as approved by PURA. The interconnection process is separate and distinct from the SCEF Program.

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

4.2.1 If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No extensions will be granted to the 3-year deadline for achieving the In Service Date with the exception of extensions granted by the Ombudsperson.[3]

4.2.2 A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment. If the SCEF becomes ineligible for the Tariff due to a

[2] As stated in Public Act 25-173.

[3] SCEF projects shall therefore be eligible for an extension if at least one of the following five criteria are met:
(1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline.

Bidder event of default, including failure to meet any of the in- service date requirements above, the Development Period Security is forfeited and will not be returned to the Bidder.

4.3 **Facility Size.** A Shared Clean Energy Facility must have a Nameplate Capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

4.3.1 The final as-built size of the SCEF shall not exceed the awarded nameplate capacity as indicated on the SCEF Tariff Terms Agreement.

4.3.2 A proposed Facility over five thousand (5,000) kW (AC) cannot be split into smaller Bids to enable that Facility to qualify. However, new generation may be added to an existing generation Facility or facilities. In such case, the total onsite generation may exceed the five thousand (5,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

4.4 **Final Facility Size.** The Subscriber Organization shall provide notice to the EDC of the In-Service Date and final Facility size two months prior to the In-Service Date and shall notify the EDC immediately upon learning of any changes to the In-Service Date or final Facility size. The final Facility size shall be based on the Facility's as-built configuration.

4.4.1 If the final Facility size exceeds the original description as set forth in the SCEF Tariff Terms Agreement, the SCEF project Tariff enrollment shall be immediately and automatically terminated.

4.4.2 If the final Facility size is less than the original description as set forth in the SCEF Tariff Terms Agreement, Section IV of the Tariff Terms Agreement will be revised. The Subscriber Organization will be required to provide an updated Connecticut Licensed Professional Engineer certification indicating the updated Average Annual Production commensurate with the updated final Facility size. Under no circumstances shall a final Facility size be less than one hundred (100) kW (AC).

5. Term of Agreement; Delivery Term

5.1 **Term of Agreement.** A Shared Clean Energy Facility for a Selected Bid approved by PURA to receive Tariff payments will be eligible for compensation for energy and RECs produced as defined herein and Delivered to the appropriate EDC at the approved Tariff Rate(s) for a twenty- (20-) year term commencing on the first day of the month following the In-Service Date. This Tariff shall commence as of the Effective Date and shall remain in effect through the final settlement of all obligations hereunder after the expiration of the Delivery Term or the earlier termination of this Tariff in accordance with its terms (the "Term").

5.2 **Delivery Term.** The Delivery Term shall continue for a period of twenty (20) years from the first day of the month following the In-Service Date, unless this Tariff is earlier terminated in accordance with the provisions hereof. Subscriber Organization understands and agrees that under no circumstances shall the Delivery Term be extended beyond such twenty-year period from the In-Service Date, irrespective

of any delays in RECs deliveries, whether or not due to one or more Force Majeure Events, even if such delay(s) result in initial Delivery under this Tariff that is subsequent to the In-Service Date. Further, the production and Delivery of qualified RECs shall not occur prior to the first day of the month following the In-Service Date, even if the Facility produces energy or RECs prior to the first day of the month following the In-Service Date. EDC is not obligated to purchase any energy or Connecticut Class I Renewable Energy Credits connected with energy produced by the Facility prior to the first day of the month following the In-Service Date, or after the end of the Delivery Term.

6. Prerequisites for Purchases

6.1 EDC's obligation to begin the purchase of energy and RECs from a SCEF Facility, as elected on the Tariff Terms Agreement, from Subscriber Organization at the rates of payment specified in the Tariff Terms Agreement is contingent upon the satisfaction of all of the following conditions:

6.1.1 Subscriber Organization is either (i) a distribution customer of record of the EDC with Project Site control, (ii) owner of the Project Site with permission of the distribution customer of record of the EDC, or (iii) Authorized Developer;

6.1.2 EDC has received evidence to its reasonable satisfaction that Subscriber Organization has met the requirements of Section 6.1.1;

6.1.3 EDC has received evidence to its reasonable satisfaction that the Facility's In-Service Date has occurred, or will occur, after July 1, 2021;

6.1.4 The Facility has a fully executed Interconnection Agreement;

6.1.5 EDC has received Regulatory Approval;

6.1.6 Subscriber Organization has provided notice in a form acceptable to EDC at its sole discretion, certifying: (a) that generation from the Project that will result in qualifying RECs and energy has begun, (b) the name of the Project as it will appear on the Tariff Terms Agreement, (c) the date that initial Deliveries to EDC under this Tariff are expected, (d) the Facility, as constructed, meets all of the SCEF generation Facility requirements of the Public Act 18-50, and Section 1 of the Public Act 22-14, and (e) the final Facility size;

6.1.7 Subscriber Organization has provided notice in a form acceptable to EDC at its sole discretion, certifying that their Production Meter has been installed and validated in accordance with the applicable requirements and standards issued by the EDC;

6.1.8 For Projects awarded that claim the Solar Carport or Solar Canopy Bid Preference, Subscriber Organization has provided proof that it has installed the Facility exactly as indicated in the Subscriber Organization Tariff Terms Agreement.

6.1.9 For Projects sited on Prime Farmland, Subscriber Organization has followed any rules developed by the Connecticut Department of Agriculture (“DOAG”) and/or the Connecticut Siting Council (“CSC”).

6.1.10 The In-Service Date has occurred.

7. Purchases

7.1 **Purchases of Energy and RECs.** Beginning on the first day of the month following the In-Service Date,

provided that the Subscriber Organization has satisfied all Section 6 prerequisites, EDC shall purchase the Delivered Energy, inclusive of RECs, either Prepaid RECs or otherwise, from a Selected Bidder's SCEF at the price(s) bid by the Bidder and approved by PURA (the "Purchase Price"). EDC's obligation to purchase the Delivered output from the SCEF is contingent upon the Subscriber Organization's compliance with the terms of the Program. Upon Delivery, ownership of RECs, energy, and all other Energy and Environmental Attributes shall transfer to the EDC.

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

7.1.2 In addition to Subscriber Organization's sale and EDC's purchase of RECs, EDC, without the payment of any additional consideration to Subscriber Organization, shall receive title to, and Subscriber Organization shall convey to EDC, any and all other Environmental Attributes associated with the electricity generated by the Facility.

7.1.3 If the statutory and/or regulatory framework governing SCEF in effect as of the Effective Date is amended or suspended by any Governmental Authority and/or is otherwise no longer in force (collectively, a "Change" in the regulatory framework), EDC may choose to qualify the Facility in another state or federal program, whether for renewable energy certificates or other Environmental Attributes, and Subscriber Organization shall at such time provide to EDC any documentation and other support as may be needed for such qualification. If during the Delivery Period a change in Connecticut laws or regulations occurs that creates value in Environmental Attributes, then at EDC's request, Subscriber Organization shall cooperate with EDC to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for EDC.

7.1.4 SCEF capacity rights shall be transferred to the appropriate EDC, as all SCEFs are treated as load reducers and may not own capacity rights and participate in the ISO-NE capacity market.

7.2 This Tariff shall not provide the basis for any preferential treatment for any other products or services between the Parties.

8. Payment

8.1 Payment for any RECs and Energy Delivered in accordance with Section 9 of this Tariff shall be made by EDC to Subscriber Organization quarterly.

8.2 **Payment Disputes.** If either Party disputes the amount paid to it by the other Party, it shall so notify the other Party in writing and such disputed amount shall be withheld by such other Party pending resolution of the dispute. Any undisputed amounts shall be paid when due. The paying Party shall be responsible to pay interest on any withheld amounts that are determined to have been properly billed, which interest shall be calculated in the same manner as interest on late payments under Section 8.5. Neither Party shall have the right to challenge any monthly bill nor to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty-four (24) months from the date the bill was due.

8.3 **Payment Method**. All payments made to the Subscriber Organization shall be made by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other

Party in the Tariff Terms Agreement.

8.4 **Interest on Late Payment**. All overdue payments hereunder shall bear interest from (and including) the due date to (but excluding) the date of payment at the Interest Rate.

8.5 **Taxes.** Subscriber Organization shall pay or cause to be paid all taxes imposed by any government authority ("Governmental Charges") on or with respect to the SCEF or production of the SCEF arising prior to Delivery. EDC shall pay or cause to be paid all Governmental Charges on or with respect to the SCEF at and after Delivery (other than ad valorem, franchise or income taxes that are related to the sale of the SCEF and are, therefore, the responsibility of the Subscriber Organization). Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law. A tax shall not include any penalty or fines.

9. Delivery

9.1 **Delivery of Energy.** Energy must be delivered to the EDC's electric distribution system. The Subscriber Organization is responsible for all costs associated with scheduling and delivery of the SCEF's energy to the electric distribution system, and the EDC will not be responsible for any costs associated with such Delivery.

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

9.2.1 It is the Subscriber Organization's responsibility to operate the SCEF facility in such a way as to ensure that the SCEF facility meets the qualifications requirements of a CT Class I Renewable Energy Source throughout the entire Term and the Subscriber Organization is responsible to provide the EDC with any and all required information to ensure such qualification.

9.2.2 Subscriber Organization shall Deliver energy associated with the Facility, and Subscriber Organization shall not sell, divert, grant, transfer or assign such energy or RECs to any person other than EDC during the Term unless otherwise specifically provided herein. Subscriber Organization shall not enter into any agreement or arrangement under which any person other than EDC can claim such energy or RECs except as otherwise specifically provided herein. EDC shall have the exclusive title and rights to all Energy and RECs, and the right to resell or convey Energy and RECs in its sole discretion.

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

10. Metering and Interconnection

10.1 **Metering.** All electric metering associated with the Facility, including the Facility meter and any other real-time meters, billing meters and back-up meters (collectively, the "Meters"), shall be installed, operated, maintained and tested at the Subscriber Organization's expense in accordance with Good Utility Practice and any applicable requirements and standards issued by the Interconnecting Utility,

ISO-NE and NEPOOL GIS; provided that each Meter shall be tested at Subscriber Organization's expense at least once each year. The Subscriber Organization shall be responsible for all costs associated with such metering consistent with all applicable standards and requirements, and the EDC shall own the Meter. Readings of the Meters at the Facility by the Interconnecting Utility in whose territory the Facility is located (or an independent person mutually acceptable to the Parties) shall be conclusive as to the amount of Energy generated by the Facility. The Subscriber Organization shall make such hourly meter data available to the EDC at no cost.

10.2 **Interconnection Agreement.** The Shared Clean Energy Facility shall comply with the terms and conditions of the Interconnection Agreement. Subscriber Organization shall seek such interconnection service from the Interconnecting Utility in accordance with the Interconnecting Utility's applicable interconnection process. The Facility shall be responsible for all costs and expenses associated with the interconnection of the Facility consistent with all standards and requirements set forth by the EDC.

11. Covenants, Representations and Warranties

11.1 **Subscriber Organization:** On and as of the effective date, and upon Delivery, the Subscriber Organization hereby covenants, represents and warrants to the EDC as follows:

11.1.1 The Subscriber Organization has and, at all times during the term will have, all necessary power and authority to executed deliver and perform its obligations hereunder;

11.1.2 The execution, delivery and performance of this Tariff by Subscriber Organization has been duly authorized by all necessary action and does not violate any of the terms or conditions of Subscriber Organization's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Subscriber Organization;

11.1.3 The Subscriber Organization shall sell and Deliver and EDC shall purchase and receive all right, title, and interest in and to the energy and RECs in accordance with the Tariff Terms Agreement and the Terms and Conditions herein for the entire twenty- (20-) year term;

11.1.4 To the Subscriber Organization's knowledge, there is no pending or threatened litigation, arbitration or administrative proceeding that materially adversely affects the Subscriber Organization's ability to perform its obligations under the tariff;

11.1.5 The Subscriber Organization is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

11.1.6 At the time of Delivery, the Subscriber Organization shall convey title to any and all of the Energy and RECs Delivered to the EDC in accordance with the Tariff and Terms and Conditions;

11.1.7 The Energy and RECs must be free and clear of any and all liens or other encumbrances or title defects and the Subscriber Organization further represents that any and all of the Energy and RECs represent generation from a Facility that has been qualified by the Authority as eligible to produce RECs pursuant to the Renewable Portfolio Standard and that such Facility is substantially as described in the RFP;

11.1.8 Upon each Delivery, the Subscriber Organization warrants to the EDC that (A) it has sold and transferred the Energy and RECs once and only once exclusively to the EDC; (B) the RECs and

any other Environmental Attributes sold hereunder have not expired and have not been, nor will be sold, retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attribute obligations under the RPS or in any other jurisdiction; (C) that it has made no representation in writing or otherwise, that any third-party has received, or has obtained any right to, such RECs that are inconsistent with the rights being acquired by the EDC hereunder, including, but not limited to, any right to use the RECs to meet the renewable energy requirements in any other state or jurisdiction, or any other renewable energy program; and (D) the RECs, as applicable, meet statutory requirements as they existed as of the effective date;

11.1.9 The Subscriber Organization warrants that as of the initial Delivery date and continuing thereafter, the Facility will be qualified to produce Connecticut Class I Renewable Energy Credits that meet the requirements of the Program;

11.1.10 The Subscriber Organization covenants that it shall not change the Facility, as described in the RFP, without previous written consent of DEEP and the EDC; and

11.1.11 Subscriber Organization covenants that it shall not change the Facility, as described in the Tariff Terms Agreement, without the prior written consent of EDC.

11.2 **EDC:** On and as of the effective date, and upon Delivery, the EDC hereby covenants, represents and warrants to the Subscriber Organization as follows:

11.2.1 The EDC has and, at all times during the term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

11.2.2 The execution, delivery and performance of this Tariff by EDC has been duly authorized by all necessary action and does not violate any of the terms or conditions of EDC's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to EDC;

11.2.3 To the EDC's knowledge, there is no pending or threatened litigation, arbitration or administrative proceeding that materially adversely affects the EDC's ability to perform its obligations under the Tariff; and

11.2.4 The EDC is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

12. Regulatory Approval and Cost Recovery

12.1 **Regulatory Approval.** The EDC will not provide credits or payments until PURA approves the Purchase Prices accepted as a result of the RFP process. If PURA does not approve the Purchase Prices, the EDC will not be obligated to pay credits to Subscribers or make payments at the Purchase Price(s) and must wait for approved Purchase Prices from PURA.

12.2 **EDC Cost Recovery.** The EDCs will be allowed to recover all payments made to Subscriber Organizations, as well as all reasonable and prudently incurred costs related to the implementation and administration of the SCEF Year 7 Program Manual if approved by PURA through the Non Bypassable Federally Mandated Congestion Charge.

13. Assignment

13.1 **Prohibition on Assignments.** Except as permitted under this Section, the Shared Clean Energy Facility may be assigned by the Subscriber Organization, unless the EDC notifies the Subscriber Organization in writing, within thirty (30) days of receipt of written notice of Subscriber Organization's intent to make an assignment, that the EDC has reasonably determined that such assignment will have a material adverse effect on the Subscriber Organization's creditworthiness or ability to perform its obligations under this Tariff and notifies the Subscriber Organization in writing that the EDC does not consent to the assignment. When assignable, this Tariff shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the parties, except that no assignment, pledge or other transfer of this by either Party shall operate to release the assignor, pledger, or transferor from any of its obligations under this Tariff unless the other Party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledger, or transferor from its obligations thereunder.

13.2 **Assignments by Subscriber Organization.** The Subscriber Organization may pledge or assign the Facility or the revenues under this Tariff to any Lender as security for the project financing or tax equity financing of the Facility; provided, however, that the Facility shall remain at all times located at the original site.

13.3 **Change of Control over Subscriber Organization.** The EDC's consent shall be required for any "Change of Control" (as defined below) over the Subscriber Organization. The EDC's consent shall be deemed provided within forty-five (45) days of the EDC's receipt of the Subscriber Organization's notice of its intent to Change Control unless the EDC notifies the Subscriber Organization in writing, within thirty (30) days of receipt of the Subscriber Organization's written notice of intent to make a Change of Control, that the EDC has reasonably determined that such a Change of Control will have a material adverse effect on the Subscriber Organization's creditworthiness or the Subscriber Organization's ability to perform its obligations under this Tariff and that the EDC does not consent to such Change of Control. If the EDC does not consent to a Change of Control requested by the Subscriber Organization resulting from a bona-fide, good faith transaction entered into by the Subscriber Organization for a Change of Control within such forty-five day (45 day) period, the Subscriber Organization may withdraw their request to be included in this Program upon sixty (60) days' notice to the EDC. For the purposes of this Section, "Change of Control" shall mean either (a) change in ownership of more than fifty percent (50%) of the equity interest of the Subscriber Organization in the Facility, either directly or indirectly, or (b) a change of control in fact of the Subscriber Organization.

13.4 **Permitted Assignment by the EDC.** The EDC shall have the right to assign this Tariff without consent of the Subscriber Organization in connection with any merger, consolidation, exchange of all of the common stock or other equity interests or other similar transactions involving the EDC that is approved by the Authority.

13.5 **Prohibited Assignments.** Any purported assignment of this Agreement not in compliance with the provisions of this Section shall be null and void.

14. Events of Default

14.1 **Events of Default:** An "Event of Default" shall mean, with respect to a party (a "Defaulting Party"), the occurrence of any of the following:

14.1.1 If a Party materially breaches any or all of its obligations as described in the Tariff and Terms and Conditions and such breach is not cured within twenty (20) Business Days of written notice;

14.1.2 If any representation or warranty or covenant made by a Party proves to have been misleading or false in any material respect when made;

14.1.3 If a party becomes bankrupt.

14.2 **Subscriber Organization Events of Default:** An "Event of Default" shall also mean, with respect to a Subscriber Organization, the occurrence of any of the following:

14.2.1 If the Subscriber Organization, on behalf of or associated with the Shared Clean Energy Facility, receives, has received, or seeks to receive, EDC ratepayer funded incentives or subsides, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, NRES tariffs, and 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 any successor agency or fund or the Conservation and Load Management Program (subject to the clarifications in Section 4.1.1);

14.2.2 If the Subscriber Organization fails to satisfy any and all of the conditions set forth in the Tariff, including the Terms and Conditions contained herein;

14.2.3 If the Shared Clean Energy Facility is not In-Service within 3 years of the date of PURA approval of the Tariff award;

14.2.4 If the Shared Clean Energy Facility is not in-service for the entire term of the Tariff (20 years);

14.2.5 If the Shared Clean Energy Facility does not Deliver energy and/or RECs for the entire 20-year Tariff term;

14.2.6 If the Subscriber Organization fails to Deliver Energy and/or RECs from the Facility to the EDC for twelve (12) consecutive months, subject to PURA approval;

14.2.7 If PURA, or its successor organization, rules a Subscriber Organization to be ineligible under the Tariff for any reason;

14.2.8 If the Subscriber Organization fails to operate the Facility as approved in DEEP's RFP selection process, which includes, but is not limited to, differences in location, size and technology type; or

14.2.9 If the Facility size is less than 100 kW (AC) or greater than 5,000 kW (AC).

14.2.10 If the Shared Clean Energy Facility is proposed to be constructed on a Solar Carport or Solar Canopy and has not installed the Facility exactly as indicated in the Subscriber Organization Tariff Terms Agreement.

15. Remedies Upon Default

15.1 **Remedies.** Upon the occurrence and continuation of an Event of Default, the other Party (the "Non-Defaulting Party") may (i) terminate the relationship upon written notice to the Defaulting Party, and/or (ii) withhold any payments due to the extent of its damages. Both Parties hereby stipulate that the remedies set forth in this Section are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

15.2 **Other EDC Remedies.**

15.2.1 With respect to a Subscriber Organization default pursuant to Section 14.2.1, (i) this Tariff shall be deemed to have terminated automatically as of the date of such receipt, (ii) Subscriber Organization shall forfeit its Development Period Security or Operation Period Security to EDC, and (iii) Subscriber Organization shall promptly return any amounts to EDC paid for any RECs and energy under this Tariff subsequent to receipt of such grant or rebate.

15.2.2 With respect to a Subscriber Organization default pursuant to Section 14.2.3 (the Shared Clean Energy Facility is not In-Service within 3 years of the date of PURA approval of the Tariff award), this Tariff shall terminate immediately and automatically.

15.2.3 With respect to a Subscriber Organization default pursuant to Section 14.2.10 (the Shared Clean Energy Facility is proposed to be constructed on a Solar Carport or Solar Canopy and has not installed the Facility on a Solar Carport or Solar Canopy exactly as indicated in the Subscriber Organization Tariff Terms Agreement), this Tariff shall terminate immediately and automatically.

16. Notices and Contact Information

16.1 Any notice, demand, or request permitted or required under this Tariff shall be in writing and shall be delivered via electronic mail to the EDC General Contact listed on the Tariff Terms Agreement Cover Sheet.

16.2 Notices by electronic delivery shall be effective at the close of business on the day actually received, if received during receiving party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day.

16.3 Any correspondence related to the Development Period Security or Operating Period Security should be sent to the Development and Operating Period Security contact at the applicable address set forth in the Tariff Terms Agreement.

16.4 The notice, contact or accounting information specified in the Tariff Terms Agreement and in this Section 16 may be changed from time to time by written notice by either Party to the other Party without amendment of this Tariff. However, such written notice shall not be used for the purposes of Section 13.

17. Force Majeure

17.1 This means any cause beyond the reasonable control of, and not due to the fault or negligence of the affected Party, and which could not have been avoided by the affected Party's reasonable due diligence, or was not caused by the affected Party, including, as applicable, war, terrorism, riots, embargo or national emergency, curtailment of electric distribution services; fire, flood, windstorm, earthquake or other acts of God; strikes, lockouts or other labor disturbances (whether among employees of Subscriber Organization, its suppliers, contractors, or others); delays, failure, and/or refusal of suppliers to supply materials or services; orders, acts or omissions of the NEPOOL GIS Administrator, as applicable; or any other cause of like or different kind, beyond the reasonable control of the Subscriber Organization or Subscriber.

17.2 Except as otherwise set forth in this Tariff, neither Party shall be liable to the other Party for failure or delay in the performance of any obligation under this Tariff during the Term if and to the extent that such delay or failure is due to a Force Majeure Event. The Party claiming Force Majeure shall notify the other Party of the occurrence thereof as soon as possible and shall use reasonable efforts to resume

performance immediately. (b) In no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Delivery Term of this Tariff. (c) After the In-Service Date, in no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Delivery Term of this Tariff. (d) After the In-Service Date, in the event of (i) a Force Majeure Event of twelve (12) consecutive months duration, or (ii) Force Majeure Events cumulatively totaling twelve (12) months, in which Subscriber Organization fails to deliver any RECs and/or Energy from the Facility to EDC, EDC shall have the right to terminate this Tariff without further liability to EDC, by giving Subscriber Organization fifteen (15) Business Days written notice.

18. Limitation of Liability

18.1 With respect to any liability hereunder, neither the Subscriber Organization or Subscriber nor EDC shall be liable to the other for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or business interruption damages, whether by statute, in tort or in contract, under any indemnity provision or otherwise.

19. Dispute Resolution

19.1 Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Section 17. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) Business Days of first notification unless otherwise specified in this Agreement.

19.2 Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). A copy of the Initial Notice shall also be given to the Authority. Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) Business Days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) Business Days after delivery of the Initial Notice, representatives of both Parties and, at the Parties request, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties are unable to resolve the dispute within sixty (60) business days after the delivery of the Initial Notice, a Party may petition the Authority to initiate a proceeding to resolve the dispute. The Parties should report to the Authority any resolution of disputes agreed to by the Parties within five (5) Business Days of said agreement.

19.3 The Parties agree that all disputes or issues arising out of this Agreement shall be brought to the Authority for resolution of the dispute or issues as provided in this Section 19. The Parties waive their right to bring disputes or issues to any other forum except as provided in the Uniform Administrative Procedures Act, Conn. Gen. Stat. § 4-166, et seq.(c).

19.4 Allocation of Dispute Costs. Each Party shall be responsible for its own legal fees, including but not limited to attorney fees. The Parties may, by written agreement signed by both Parties, alter any time

deadline, location(s) for meeting(s), or procedure outlined herein. The procedure specified herein shall be the sole and exclusive procedure for the resolution of Disputes.

19.5 Waiver of Jury Trial. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT.

20. Miscellaneous

20.1 **Records.** The parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least (6) years such records as may be needed to afford a clear history of all deliveries of Payments, Credits, energy and RECs pursuant to the Tariff. For any matters in dispute, the Parties shall keep the records until the dispute is resolved.

20.2 **Audit Rights.** The EDC and the Subscriber Organization have the right throughout the Tariff term and for a period of six (6) years following the end of the Term, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other party to the limited extent necessary to verify the basis for any claim by a party for payment from the other party or to determine a party's compliance with the terms of the Tariff. The party requesting the audit shall pay the other party's reasonable costs allocable to such audit.

20.3 **Accounting Information.** Subscriber Organization shall provide to EDC, and in a timely fashion following its request, reasonably requested information that EDC requires for its accounting analysis or Securities and Exchange Commission reporting purposes. EDC agrees to treat any information that includes confidential information with the same degree of care that it accords its own confidential information.

20.4 **Amendment/Binding Effect.** This Tariff may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Tariff and, with respect to amendments only, receive Regulatory Approval. This Tariff shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

20.5 **Site Access.** The EDC and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to the Subscriber Organization, to visit and view the Facility site, including but not limited to, for the purpose of verifying compliance with the Facility's description provided in the Tariff Terms Agreement, and final Facility size as of its In-Service Date. The EDC and the Subscriber Organization agree that it shall constitute a material breach by the Subscriber Organization to deny the EDC reasonable access to the site and the Facility and that such material breach shall constitute an Event of Default by the Subscriber Organization under Section 14.

20.6 **Severability.** If any section, phrase or portion of these Terms and Conditions is for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction such section, phrase or portion so adjudged will be deemed separate, severable and independent and the remainder of these Terms and Conditions shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of these Terms and Conditions and the benefits and rights of the EDC and Subscriber Organization or Subscribers are not substantially impaired.

20.7 **Waiver.** No delay or omission by a Party in the exercise of any right under this Tariff shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof

are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

20.8 **Governing Law; Venue; Waiver of Jury Trial.** This Tariff and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of law. Parties waive the right to a trial by jury. Any dispute arising out of this Tariff shall be governed by Section 19 of this Tariff.

20.9 **Headings.** The section titles in this Tariff are only for purposes of convenience and do not form a part of this Tariff and will not be taken to qualify, explain or affect any provision thereof.

20.10 **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's Affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance first occurring or existing during the period when control and title to the Products is vested in such Party or which is in any manner connected with the performance of this Tariff by such Party, except to the extent that such Claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This indemnity shall survive the expiration or termination of this Tariff for the full statutory period allowable by applicable law.

20.11 **No Third Party Beneficiaries.** Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Tariff.

20.12 **Counterparts; Transmittal.** This Tariff may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. Facsimile or electronic transmission of this Tariff shall constitute good and valid delivery.

20.13 **Disputes.** Any dispute arising out of these Terms and Conditions shall be governed by the Dispute Resolution provision herein.

SHARED CLEAN ENERGY FACILITY (SCEF) PROGRAM
YEAR 7
APPENDIX B: SUBMITTAL TO DEEP

INSTRUCTIONS

In addition to any complete Bid submitted to the electric distribution companies (EDCs) in response to the Request for Proposals (RFP) for Year 7 of the Shared Clean Energy Facility (SCEF) Program, Bidders must submit a complete Appendix B submission to the Department of Energy and Environmental Protection (DEEP). Bidders must provide written responses to all questions in sections B1-B6, below, and provide the necessary affidavits and forms. Bidders must use the affidavits and forms provided as Attachments herein. Complete Appendix B submissions must include:

I. Responses to all questions in sections B1-B6, below, with all supporting information requested in both the main question and any question subparts. Each question must be answered in its entirety. If supplemental material is required in the form of an appendix, exhibit, table, map, or other documents, Bidders must provide each supplemental material directly below the applicable question or provide a link directly to that supplemental material. ***If any section or question is not applicable, this should be clearly stated with a full explanation as to why that section or question is not applicable. Do not skip any section or question.***

II. Attachment 1: An affidavit attesting to the Bidder's control of the Project Site by the Bidder (Affidavit #1)

III. Attachment 2: An affidavit attesting to the Bidder's control of the Project Site by the owner of the Project Site (Affidavit #2) (required only if the Bidder is not the owner of the Project Site)

IV. Attachment 3: An affidavit attesting the veracity of statements made to DEEP (Affidavit #3)

V. Attachment 4: An Applicant Compliance Information form

Bidders must submit their complete Appendix B submission to DEEP at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the SCEF RFP for Year 7. DEEP reserves the right to seek clarifying or additional information and documents at any point in the evaluation process at its sole discretion as described in Section 3.4 of the SCEF Program Manual approved for Year 7 of the SCEF Program in Docket No. 25-08-04.

Further, by submitting an Appendix B response to DEEP, Bidder consents to DEEP sharing such responses with the Department of Agriculture as necessary to assist DEEP in its evaluation of Appendix B responses.

FREEDOM OF INFORMATION ACT

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 claims confidentiality over portions of information submitted in response to Appendix B. When a Bidder submits confidential information to DEEP, the Bidder acknowledges that the FOIA governs the public's accessibility to that information.

If a Bidder believes portions of information submitted in response to Appendix B are exempt from FOIA disclosure, the Bidder must submit:

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

AND

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

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

Trade secrets, § 1-210(b)(5)(A) of the General Statutes of Connecticut (C.G.S.);

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

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

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

In addition, Bidders must submit a detailed explanation of why the relevant FOIA exemption is applicable to the specific information requested to be redacted. A unique explanation is required for each response to a question in which a Bidder wishes to redact

information; a blanket justification is prohibited. Failure to provide such explanation will lead to a disqualification of the project for failure to comply with Appendix B. DEEP will not redact proposals submitted on behalf of Bidders. Only legitimate non-public proprietary or sensitive information may be considered confidential. Bidders may not submit a response to Appendix B that is entirely redacted. If the redaction is challenged in any forum, it is the responsibility of the Bidder to defend the confidentiality of the information.

If a Bidder is not claiming any FOIA exemptions and is not providing a redacted, confidential version of their responses to Appendix B, please confirm in your email submission of Appendix B that you understand your Appendix B response will be made public when you send it to DEEP.

DEFINITIONS

"Brownfield" means a site that is either: (1) an address that is included on the Connecticut Brownfields Inventory maintained by DEEP and an attestation that such site has not achieved regulatory closure in the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with 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. For both (1) and (2), the Bidder must demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination.

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

"**Environmental Justice Community**" means the same as C.G.S. 22a-20a: "(A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred per cent of the federal poverty level, or (B) a distressed municipality, as defined in subsection (b) of section 32-9p." DEEP maintains a publicly accessible map of Environmental Justice Communities.

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

"Hybrid Project" shall mean Projects that include those which are split between rooftops and ground-mounted systems, including carports and solar canopies.

"Prime Farmland" shall have the same meaning as in 7 CFR 657, as amended.

"Landfill" means any property that is listed on the Closed Landfills list, though this list is not intended to be exhaustive or an acknowledgement of ideal properties for renewable energy development. Only the closed, capped portion of the property is considered a "Landfill" for bid preference purposes.

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

"Solar Canopy" "Solar Canopies" or "Solar Carport" means a solar generation Project where the alternating current (AC) Nameplate Capacity of a Project used for generating power is installed above a permeable and/or nonpermeable existing or new parking/driving area, pedestrian walkway, courtyard, canal, or other utilized surface that requires shade, which is installed in a manner that maintains the function of the area beneath the structure and continues to be used or available for use for such purposes for the term of Program participation.

APPENDIX B QUESTIONS

B1. PROJECT OVERVIEW

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

i. Resource type

ii. Project size in kW (AC)

iii. Project size in kW (DC)

iv. Location of Project Site, specifically:

a. Municipality

b. Census tract number

c. Approximate address

v. State whether the proposed project is located in an Environmental Justice Community

vi. State whether the proposed project site is located, in whole or in part, on Prime Farmland

vii. Estimated average annual output

viii. Bid price/kWh

B1.2. Identify whether the proposal is claiming a qualitative bid preference, and if so, which qualitative bid preference. If claiming a qualitative bid preference, provide documentation and evidence supporting your claim for the qualitative bid preference.

B1.3 Confirm the bid complies with Public Act 25-173's requirement that SCEF projects "emit no pollutants."

B2. FINANCIAL EXPERIENCE

B2.1. Provide the following cost estimates for developing and operating the project for the duration of the program term:

i. Estimated equipment costs;

ii. Estimated labor and other installation costs;

iii. Estimated land and/or Project Site development costs. If the Project Site is located on a brownfield, landfill, or the Generation Footprint is on a canopy, provide an estimated premium paid, broken out from the estimated standard development costs, for purchasing and/or developing on the landfill, brownfield, or canopy, including but not limited to compliance costs;

iv. Estimated interconnection costs;

v. Estimated financing costs;

vi. Estimated permitting costs;

vii. Estimated operations and maintenance costs for the duration of the commercial operation of the facility;

viii. Estimated cost of any decommissioning bond, if required by Public Act 23-163 or other legislation; and

ix. Other estimated expenses associated with development and operation of the project not otherwise reflected above, including an explanation of such other costs.

B3. PROJECT SITE

B3.1. Provide a single site plan with the following all on one map:

i. Scale

ii. North arrow

iii. Parcel(s) boundary

iv. Legend

v. Generation footprint overlay

vi. Road names

vii. Anticipated interconnection route

viii. USGS Topo map with project site outline

ix. Acreage of the generation footprint

x. Show watercourse and wetlands delineation, or if they have not been field delineated, show wetland hydric soils layer from Natural Resources Conservation Service GIS data or local GIS data for general locations.

xi. Identify any Prime Farmland soils.

B3.2. To demonstrate the requisite proof of site control for the Project Site, complete Affidavit #1 (Attachment 1), and, as applicable, Affidavit #2 (Attachment 2).

B3.3. For projects under 1 MW, attest that the Project Site and interconnection route are or will be, through a variance or other permit process, acceptable uses for the zone(s) in which they are located.

B4. PROJECT THRESHOLD REQUIREMENTS

The information requested is organized according to the classification of the Project Site or resource type. If any section or question is not applicable, this should be clearly stated with a full explanation as to why it is not applicable.

B4.1. Brownfield Development

i. 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.

ii. Demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination.

iii. Indicate whether 100% of the Generation Footprint is on the Brownfield.

iv. If the project is not wholly located on the Brownfield, indicate the percentage of the project's Generation Footprint that is located on the Brownfield and therefore eligible for the Brownfield bid preference.

B4.2. Landfill Development

Indicate how much of the Generation Footprint is located on a Landfill. For a project built on a Landfill to qualify for the bid preference, the Generation Footprint must be wholly located on the Landfill. However, if the size of the Landfill cannot accommodate the entire Generation Footprint, then the project can still be eligible to receive the qualitative preference, provided at least 75% of the total Generation Footprint is within the Landfill and the Landfill land that is legally and technically available for development is utilized.

B4.3. Sand and Gravel Pits Development

i. Indicate the percentage of the total Project Site that is on the sand and gravel pit.

B4.4. For a project located on Prime Farmland, attest that the Bidder understands that projects shall be required to follow any rules developed by the Connecticut Department of Agriculture and/or the Connecticut Siting Council for clean energy projects sited on Prime Farmland as a condition of receiving payment, as stated on these webpages:

Department of Agriculture resources are available via this website: https://portal.ct.gov/doag/adarc/programs/solar-and-farming-overview/shared-clean-energy-facility

Connecticut Siting Council resources available via this website: https://portal.ct.gov/csc

B4.5. Solar Canopy Development

i. Indicate whether 100% of the Generation Footprint is included on the Solar Canopy.

ii. If the Project is a Hybrid Solar Canopy Project, indicate the percentage of the project's capacity (kW AC) that is located on the Solar Canopy and therefore eligible for the Solar Canopy Bid Preference.

B5. PERMIT ACQUISITION

B5.1. Bidder acknowledges that the project may require permits including but not limited to the Connecticut Siting Council, Department of Energy and Environmental Protection's

General or Individual Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (Stormwater General Permit), and environmental surveys and reports required to support the applications. Local Building and Electrical permits may be required. Solar arrays on a closed Landfill may require a post-closure use change approval and a disruption authorization through the Solid Waste Permitting Program in the Waste Engineering and Enforcement Division of DEEP. Please use this link: Permit Information for Solar Projects, or reach out to the Client Concierge Services team at DEEP.OPPD@ct.gov with any questions or to schedule a pre-application meeting.

B5.2. Identify any existing, preliminary, or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the proposed project or the ability to obtain or retain the required permits for the proposed project.

B5.3. Bidder acknowledges that it is familiar with the Siting Council's process and decision timeframe. Bidder further acknowledges that it has reviewed DEEP's Stormwater General Permit and understands the requirements contained therein and the timeframe for approval.

B5.4. Bidder understands that wetland buffers of 100 feet are preferable to the Connecticut Siting Council and for the Stormwater General Permit. If unable to provide this buffer, bidder understands that the DEEP and/ or the Connecticut Siting Council may ask for additional information as to the chosen layout of the project and how other alternatives were addressed and dismissed.

B5.5. For a project sited on Prime Farmland, the Bidder acknowledges that Public Act 23-163 requires a decommissioning bond as part of the Connecticut Siting Council process**.**

B5.6. Confirm that the Project Site is not sited on Core Forest, in whole or in part, as defined in this procurement.

B5.7. Indicate the proximity of the Project Site and interconnection route to ridgelines and ridgeline setback areas as defined in C.G.S. § 8-1aa. If this is not applicable to the location of the project, please state the reason.

B5.8. Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the "Applicant Compliance Information form," included herein as Attachment 4.

B5.9. Bidder confirms that they have checked or will check prior to commencing construction for conservation, recreation, or open space restrictions that would prohibit development on the Project Site.

B6. COMMUNITY IMPACT AND ENGAGEMENT

B6.1. Provide documentation of community outreach and engagement regarding the Bid conducted to date. A passing response must include documentation from at least two of the following categories:

i. Copies of any agreements with local community organizations and other constituencies (including but not limited to Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community) that may be impacted by the proposed project;

ii. Emails, letters, and/or other communications with or directed to local municipal officials;

iii. Emails, letters, and/or other communications with or directed to municipality residents and/or community organizations (including but not limited to Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community);

iv. Time, date, and materials from any in-person or virtual meeting held with local officials, property owners, abutters, community organizations, and/or other town residents to educate them about the proposed project; and/or

v. Other documentation or narrative description that substantiates outreach efforts to-date with the host community (including property owners, abutters, Neighborhood Revitalization Zones, environmental non-profits, social services non-profits, or other organizations that serve the local community and/or other town residents).

B6.2. The Bidder acknowledges the requirements of Public Act 21-43 for projects two MWs or greater.

i. Describe how the Bidder will take appropriate actions to ensure a workforce development program is established if the Bid is selected.

ii. If the project is equal to five MWs, describe how the Bidder will take all reasonable actions to ensure that a community benefits agreement is entered into with appropriate community organizations representing the residents of the community in which the project will be located. Include the names of community organizations the Bidder has already identified, any communication with the community organizations regarding the Bid to-date, and any draft community benefits agreement that exists.

B6.3. Describe how the Bidder is addressing and advancing issues of Diversity, Equity, and Inclusion (DEI) with its mission, professional development, staffing, and/or Connecticut based recruiting efforts. If the Bidder has a social impact statement, submit a copy with this Appendix B response.

Attachment 1

Affidavit #1: Bidder's Affidavit of Site Control under the SCEF Program Manual of the Shared Clean Energy Facility Program

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

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

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

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

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

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

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

NOTE: Electronic signatures are not acceptable. The Bidder's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.[1]

Please indicate the appropriate site control agreement selection with a checkmark or "x" in the box to the left:

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

Address of project site:_____

Bidder: _____

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

Signature of the Bidder

(or its Representative): _____

Print or Type Name of Bidder

(or its Representative): _____ (duly authorized)

Title: _____

Date Signed: _____

The Notary Public shall fill out and sign the following:

_____

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

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____

Commission expires: _____

Attachment 2

Affidavit #2: Owner of the Project Site's Affidavit of Site Control under the SCEF Program Manual of the Shared Clean Energy Facility Program

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

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

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

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

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

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

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

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

NOTE: Electronic signatures are not acceptable. The Owner of the Project Site's signature, or that of its representative, is required to be witnessed by a Notary Public and documented as such.[2]

Please indicate the appropriate site control agreement selection with a checkmark or "x" in the box to the left:

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

Address of project site:_____

Owner of the Project Site: _____

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

Signature of Owner of Project Site

(or its Representative): _____

Print or Type Name of Owner of Project Site

(or its Representative): _____ (duly authorized)

Title: _____

Date Signed: _____

The Notary Public shall fill out and sign the following:

_____

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

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____

Commission expires: _____

Attachment 3

AFFIDAVIT: "VERACITY OF STATEMENTS"

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

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

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

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

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

Signature of Affiant Date

Printed Name of Affiant Title (relationship to Applicant)

Address of project site:

STATE OF _____ }
} ss. _____
COUNTY OF _____ } *(Town)*

The foregoing was subscribed to and sworn to before me this _____ day of
(day)

_____ , _____ by _____ .
(month) *(year)*

_____
(*Signature of Notary Public or other official*)

_____
(Printed Name of Notary Public or other official)

My commission expires _____ .

Attachment 4

Connecticut Department of
Energy & Environmental Protection

Applicant Compliance Information

Applicant Name:

Mailing Address:

City/Town: State: Zip Code:

Business Phone: ext.:

Contact Person: Phone: ext.

*E-mail:

If you answer *yes* to any of the questions below, you must complete the Table of Enforcement Actions on the reverse side of this sheet as directed in the instructions for your permit application.

A. During the five years immediately preceding submission of this application, has the applicant been convicted in any jurisdiction of a criminal violation of any environmental law?

☐ Yes ☐ No

B. During the five years immediately preceding submission of this application, has a civil penalty been imposed upon the applicant in any state, including Connecticut, or federal judicial proceeding for any violation of an environmental law?

☐ Yes ☐ No

C. During the five years immediately preceding submission of this application, has a civil penalty exceeding five thousand dollars been imposed on the applicant in any state, including Connecticut, or federal administrative proceeding for any violation of an environmental law?

☐ Yes ☐ No

D. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal court issued any order or entered any judgement to the applicant concerning a violation of any environmental law?

☐ Yes ☐ No

E. During the five years immediately preceding submission of this application, has any state, including Connecticut, or federal administrative agency issued any order to the applicant concerning a violation of any environmental law?

☐ Yes ☐ No

(1) Type of Action	**(2a) Date Commenced**	**(2b) Date Terminated**	**(3) Jurisdiction**	**(4) Case/Docket/ Order No.**	**(5) Description of Violation**

Table of Enforcement Actions

☐ Check the box if additional sheets are attached. Copies of this form may be duplicated for additional space.

SHARED CLEAN ENERGY FACILITY PROGRAM

Customer Enrollment Appendices

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Appendix D: Customer Verification
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Acronyms

The following acronyms are used in this filing:

CAA: Community Action Agency

CEAP: Connecticut Energy Assistance Program

EDC: Electric Distribution Company

EJC: Environmental Justice Community

EE: Energy Efficiency

ES: Eversource Energy

HES-IE: Home Energy Assistance-Income Eligible

HUD: U.S. Department of Housing and Urban Development

LISO: Low-income Service Organization

LMI: Low or Moderate Income

SCEF: Shared Clean Energy Facility/Shared Clean Energy Facilities

SEF: Subscriber Enrollment Form

SMI: State Median Income

UI: The United Illuminating Company

1.1 SCEF PROGRAM ALLOCATION REQUIREMENTS

Participation in the SCEF program is limited to certain eligible customer types. Eligible Customers include:

- Low-Income and Moderate-Income ("LMI") Customers
- Small Business Customers
- Low-Income Service Organizations
- Affordable Housing Landlords, Entities, and Facilities
- State and Municipal Customers
- Commercial Customers
- Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property where the Customer does not control the property's roof; or (2) reside in their own property but are unable to install on-site solar.[1]

The SCEF Program Manual also specifies that each SCEF's energy output be allocated amongst certain customer types and via differing enrollment methods. SCEF subscriptions are allocated to the different subscriber categories in accordance with the following table[2]:

Subscriber Category	SCEF Output Allocation Percentage	Subscription Model
Low-Income Customers	50%	Opt-Out
Small Business Customers	20%	Opt-Out
Low-Income and Moderate-Income Customers, Low-Income Service Organizations, Affordable Housing Landlords, Entities and Facilities ("LMI Category")	20%	Opt-Out
Any Eligible Customer	10%	Voluntary Enrollment ("Opt-In")

Customers eligible for an opt-out subscription are pre-identified by the EDCs but may also apply to the program for consideration for an opt-in subscription. Customers that are only eligible for an opt-in

[1] SCEF Program Manual

[2] For any SCEF that reached commercial operation prior to December 6, 2023, the subscriber category allocations are: 20% Low-Income Customers, 20% Small Business Customers, 40% Low or Moderate-Income Customers, Affordable Housing and Low-Income Service Organizations, 20% Voluntary Enrollment Customers. https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ecf892e2e1caecdd85258a7d005caa92/$FILE/230804-120623.pdf

subscription must apply to the program to be considered for a SCEF subscription.[3]

Appendices C-E to the SCEF Program Manual detail how the EDCs identify SCEF eligible customers, verify customer eligibility and enroll customers in the SCEF program. Appendix F outlines the EDCs customer engagement activities for the program.

2 APPENDIX C: CUSTOMER IDENTIFICATION

2.1 IDENTIFICATION OF LOW-INCOME CUSTOMERS

Low-Income Customers are defined in the SCEF Program Manual and Section 16-244z(a)(1)(C) of the Connecticut General Statutes, modified by Public Act 22-14 (P.A. 22-14), as:

> ***"Low-income customer" means an in-state retail end user of an electric distribution company (i) whose income does not exceed sixty per cent of the state median income, adjusted for family size, or (ii) that is an affordable housing facility.[4]***

For the purposes of the SCEF program, an income-eligible low-income customer refers to customers that meet the definition of a low-income customer by having an income that does not exceed sixty per cent of state median income. Income-eligible low-income Customers can participate in the SCEF Program in the Low-Income opt-out category, the LMI opt-out category and the voluntary enrollment category, if they complete a Subscriber Enrollment Form.

Income-eligible low-income customers shall be identified as eligible for an 'opt-out' SCEF subscription through any of the following mechanisms:

1. Participation in an income-eligible utility program
2. Income-verification performed by the customer's EDC

IDENTIFICATION OF INCOME-ELIGIBLE LOW-INCOME CUSTOMERS MEETING HARDSHIP AND UTILITY ASSISTANCE PROGRAM CRITERIA

Customers that participate in the EDCs income-eligible utility assistance programs are automatically eligible for low-income customer SCEF subscriptions.[5] A list of low-income customers is developed based on customer participation in one of the below income-eligible utility assistance programs.

[3] Customers that are only eligible for an opt-in subscription include State and Municipal customers, Commercial customers and non-LMI Residential customers that cannot install on-site solar.
[4] Public Act 22-14
[5] The EDCs use an income threshold of 60% of State Median Income for their income-eligible utility assistance programs.

Table 2-1. EDC INCOME-BASED PROGRAMS AND ELIGIBILITY CRITERIA

Program		Program Description	Eligibility Criteria
Hardship Status		A Financial hardship status prevents shut off for non-payment and Late Payment Charges during the winter moratorium (November 1 to May 1)	Customers at or below 60% SMI
Electric Discount Rate		Electric bill discount between 5% and 50% granted to income-qualifying Customers	Customers at or below 60% of SMI.
Hardship and Discount Rate Customers include Customers participating in an Income-Eligible Payment Program	Eversource and UI New Matching Payment Program ("New MPP)	Provides matching payments to Customers with a qualifying arrearage to assist in paying off past due balances	Customers at or below 60% SMI
Home Energy Solutions- Income Eligible ("HES-IE")[6]		Energize Connecticut low-income weatherization program	Customers at or below 60% SMI

IDENTIFICATION OF INCOME-ELIGIBLE LOW-INCOME CUSTOMERS THROUGH SUBSCRIBER ENROLLMENT FORM

Customers may apply to the SCEF program directly with their utility company using a Subscriber Enrollment Form.[7] Customers that are identified as low-income customers through a Subscriber Enrollment Form will be considered for a SCEF subscription in both the opt-out and opt-in selection categories.

The following table provides an overview of the process steps for identifying opt-out eligible low-income customers.

Table 2-2. Process Steps for Identifying Opt-Out Income-Qualified Low-Income Customers

[6] HES participation includes both customers that have received HES-IE benefits, as well as those that attempted to access the HES-IE program but were unable to due to either weatherization health and safety barriers or lack of consent to complete weatherization work from the customer's landlord.

[7] The Subscriber Enrollment Form ("SEF") is further described in Appendix F

Step No.	Process Step	Frequency
1	Develop query to identify known low-income financial hardship and electric discount rate customers in EDC customer database	One-time
2	Run query on EDC low-income hardship and electric discount rate customers	As needed
3	Run query on EDC HES-IE customers	As needed
4	Combine EDC Hardship, electric discount rate and HES-IE datasets	As needed
5	Append to dataset low-income customers that self-identified via the Subscriber Enrollment Form ("SEF")[8] and were deemed eligible for a low-income SCEF subscription.	As needed

2.2 IDENTIFICATION OF AFFORDABLE HOUSING LANDLORDS, ENTITIES AND FACILITIES

Affordable housing landlords, entities and facilities shall be identified as eligible for an 'opt-out' SCEF subscription through one of the following mechanisms:

Tier I: Multi-family properties with 5 or more units that participate in the Low-Income Housing Tax Credit Program ("LIHTC") or that contain a majority of households earning 80% or less of Area Median Income ("AMI") as set by the U.S. Department of Housing and Urban Development ("HUD")

Tier II: Multi-family properties with 5 or more units where more than 66% of the residents have a household income at or below 60% of State Median Income ("SMI")

Naturally Occurring Affordable Housing ("NOAH"): Multi-family properties with 5 or more units with rent levels affordable to persons or families earning less than 80% AMI, based on CT Department of Housing rental calculations. NOAH properties are considered Tier II.[9]

Tier III: Multi-family properties with 5 or more units that apply for review by the Agencies[10], are determined to meet the eligibility requirements of an affordable multi-family dwelling by the Agencies, and are approved as an affordable housing facility by PURA[11]

Properties identified as eligible for Tier I will be published quarterly in the appropriate annual review docket for the Residential Renewable Energy Solutions Program and on the EDCs websites.[12] Properties identified as eligible for Tier II will be published annually in the appropriate annual review docket for the Residential Renewable Energy Solutions Program and on the EDCs websites.

[8] The Subscriber Enrollment Form ("SEF") is further described in Appendix F
[9] PURA Final Decision in Docket 25-08-02 dated December 17, 2025.
[10] The "Agencies" consist of the Department of Energy and Environmental Protection (DEEP), the Connecticut Green Bank (CGB), the Department of Housing (DOH) and the Connecticut Housing Finance Authority (CHFA)
[11] I.d.
[12] I.e., 22-08-02 and subsequent annual proceedings.

2.3 IDENTIFICATION OF MODERATE-INCOME CUSTOMERS

Moderate-income customers are defined in Section 16-244z(a)(1)(C), modified by P.A. 22-14 of the Connecticut General Statutes as:

> ***'"Moderate-income customer" means an in-state retail end user of an electric distribution company whose income is between sixty per cent and one hundred per cent of the state median income as defined by the United States Department of Housing and Urban Development, adjusted for family size.'***[13]

Moderate-income customers can participate in the SCEF Program as either opt-out customers or in the voluntary enrollment category.

Moderate-income customers shall be identified as eligible for an 'opt-out' SCEF subscription through the following channels:

1. Income-verification performed by Generation Power CT, formally Operation Fuel
2. Income-verification performed by the customer's EDC

IDENTIFICATION MODERATE-INCOME CUSTOMERS THROUGH Generation Power CT

Moderate-Income customers are identified by Generation Power CT. Generation Power CT evaluates customers that seek Generation Power CT assistance against the SCEF moderate-income threshold of 100% of SMI. When Generation Power CT provides assistance to or engages with a customer whose household income is between 60-100% of SMI, they provide the customer's information to the appropriate EDC so that the customer is considered for a SCEF subscription in the moderate-income opt-out customer category.

IDENTIFICATION MODERATE-INCOME CUSTOMERS THROUGH SUBSCRIBER ENROLLMENT FORM

Customers may apply to the SCEF program directly with their utility company using the Subscriber Enrollment Form. Customers identified as eligible moderate-income customers through a Subscriber Enrollment Form will be considered for a SCEF subscription in the opt-out and opt-in selection categories.

In addition, Moderate-income customers may be identified in the process of applying for other utility assistance programs through the EDCs. Customers who apply to those programs but did not meet the income qualification thresholds will be directed to the Subscriber Enrollment Form to apply to the SCEF program.

Moderate-Income Customers are identified through the following process steps:

[13] Public Act 22-14

Table 2-3. PROCESS FOR IDENTIFYING MODERATE-INCOME CUSTOMERS

Step No.	Process Step	Frequency
1	Generation Power CT identifies customers as moderate Income when verified against SCEF program thresholds and share lists of identified customers with the EDCs on a quarterly basis	Quarterly
3	Append to dataset moderate-income customers that self-identified via the Subscriber Enrollment Form ("SEF") and were deemed income-eligible for a moderate-income SCEF subscription.	Quarterly

2.4 IDENTIFICATION OF LOW-INCOME SERVICE ORGANIZATIONS

Low-Income Service Organizations ("LISOs") are defined in the SCEF Program Manual as

> ***"a for-profit or nonprofit organization that provides service or assistance to low-income individuals."***[14]

Low-Income Service Organizations ("LISOs") are eligible to participate in the SCEF Program in both the LMI opt-out category and the voluntary enrollment category.

Low-Income Service Organizations shall be identified as eligible for an opt-out SCEF subscription through any of the following methods:

1. Organizations that were identified as LISOs through the EDC-led SCEF stakeholder process and filed with the Authority in Docket 19-07-01RE01 as Order 1 Compliance on December 1, 2021.
2. Organizations that have been verified as LISOs and provided to the EDCs by the United Way
3. Organizations that apply to the SCEF program using the Subscriber Enrollment Form and meet the eligibility requirements of a LISO

The following table provides the process steps required to identify LISOs:

Table 2-4. PROCESS FOR IDENTIFYING LOW-INCOME SERVICE ORGANIZATIONS

Step No.	Process Step	Frequency
1	Compile list of LISOs on EDC SCEF distribution list	One-time process
2	Execute data sharing agreement with United Way	One-time process
3	Make request to United Way for list of additional LISOs not on EDC distribution list	Annually
4	Combine EDC dataset with United Way LISO list	Annually

[14] SCEF Program Manual

5	Append to dataset LISOs that self-identified via the Subscriber Enrollment Form.	Quarterly

2.5 IDENTIFICATION OF SMALL BUSINESS CUSTOMERS

Small business customers are defined in the SCEF Program Manual as

"a commercial or industrial electric customer with less than a 200 kW peak load."[15]

Small business customers shall be identified as eligible for an opt-out SCEF subscription through one of the following methods:

1. For Eversource, all customers on Rates 30, 30A, and 35[16]
2. For UI, customers on Rates GS, GST and LPT that have a peak demand below 200kW qualify as Small Business Customers[17]

The following table provides the process steps for identifying Small Business Customers.

Table 2-5. PROCESS FOR IDENTIFYING SMALL BUSINESS CUSTOMERS

Step No.	Process Step	Frequency
1	Develop query to identify customers on Rate 30, 30A, and Rate 35 for Eversource, or Rate GS, GST and LPT for UI in EDC Customer Information System	One-time
2	Run query as needed	Quarterly
2a	UI conducts segmenting by billed demand	As needed or quarterly

2.6 IDENTIFICATION OF VOLUNTARY ENROLLMENT ("OPT-IN") CUSTOMERS

Voluntary enrollment customers must complete a Subscriber Enrollment Form to be considered for a SCEF subscription. Customers that are deemed eligible for the SCEF program through a Subscriber Enrollment Form will be added to the pool of opt-out customers considered for a SCEF subscription during enrollment events. Any customer eligible for an opt-in subscription that applies to the program using the SEF will be considered in the Opt-Out and Opt-In enrollment processes.

[15] SCEF Program Manual

[16] Rates 30, 30A, and 35 have 200 kW demand limits. Non-business customers on these rates will not qualify under the Small Business Category but will be considered under other categories for which they may be eligible.

[17] Customers on Rate GS have a maximum billed demand of 100 kW, customers on rates GST and LPT have a billed demand over 100 kW but would need to be segmented to identify and verify customers with billed demand up to 200kW. Non-business customers on these rates will not qualify under the Small Business Category but will be considered under other categories for which they may be eligible.

3 APPENDIX D: ELIGIBILITY VERIFICATION

3.1 LOW-INCOME CUSTOMERS ELIGIBILITY VERIFICATION

INCOME-ELIGIBLE LOW-INCOME CUSTOMER VERIFICATION THROUGH PROGRAM PARTICIPATION AND PARTNER AGENCIES

Income-eligible low-income customers are eligible for the SCEF Program if they meet any of the following criteria:

1. The customer is currently enrolled in the respective EDC's financial hardship or electric discount rate program, including customers that:
    - Currently receive Connecticut Energy Assistance Program ("CEAP") benefits,
    - Are currently enrolled in Eversource or UI's New Matching Payment Program
2. The customer has participated in or has been income-verified by the HES-IE program in the past three years.

INCOME-ELIGIBLE LOW-INCOME CUSTOMER VERIFICATION BY EDC SCREENING PROCESS

Customers may apply to their EDC to be verified as an income-eligible low-income customer using a Subscriber Enrollment Form. Customers must provide documentation to demonstrate their household income with their Subscriber Enrollment Form. Acceptable proof of income from a member of the household includes the following:

Table 3-1. PROOF OF INCOME DOCUMENTATION FOR LOW-INCOME CUSTOMERS

Qualification	Documentation
CHIP; HUSKY B	Letter proving qualifying benefit
Medicare Savings Programs (MSP)	Letter proving qualifying benefit
Energy Assistance	Energy Award Letter
Supplemental Security Income (SSI)/Social Security Disability Income (SSDI)	Letter proving qualifying benefit
Temporary Assistance to Need Families (TANF)	Letter proving qualifying benefit
State Administered General Assistance (SAGA)	Letter proving qualifying benefit
DSS State Cash Assistance	Letter proving qualifying benefit
Women Infants and Children (WIC)	Letter proving qualifying benefit
Supplemental Nutrition Assistance Program (SNAP)	Letter proving qualifying benefit
Medicaid or Access Health; HUSKY A, C, D	Letter proving qualifying benefit
State Husky B	Letter proving qualifying benefit
State HUSKY A	Letter proving qualifying benefit
Medicare Savings Programs (MSP)	Letter proving qualifying benefit
Refugee Cash Assistance and Refugee Medical Assistance	Letter proving qualifying benefit
Connecticut Free or Reduced Lunch Program	Letter proving qualifying benefit
Head Start	Letter proving qualifying benefit
Section 8 Housing; Rental Assistance Program (RAP)	Voucher
Unemployment	Unemployment Benefit Letter Most recent bank statement showing direct deposit of unemployment
Job	Paid Weekly - Last 4 consecutive pay stubs Paid Bi-Weekly - Last 2 consecutive pay stubs
Self-Employment	Most recent 1099 Tax Form

Child Support, Pension, Other	Benefit Letter Most recent bank statement showing direct deposit of unemployment Documentation the recipient's sole source of income is Social Security, such as a Social Security budget sheet

Table 3-2 shows the process steps for verifying income-qualified low-income customers through an EDC income verification process.

Table 3-2. EDC INCOME VERIFICATION PROCESS FOR LOW INCOME CUSTOMERS APPLYING TO SCEF PROGRAM

Step No.	Process Step	Frequency
1	Customer completes a Subscriber Enrollment Form ("SEF"), including supporting documentation	Per Customer
2	EDC staff evaluates customer's income against SCEF Program income thresholds	Per Customer
3	If customer's income is ≤60% SMI EDC places customer on SCEF low-income eligible customer list	

3.2 AFFORDABLE HOUSING LANDLORD, ENTITIES AND FACILITIES ELIGIBILITY VERIFICATION PROCESS

Affordable housing landlords, facilities and entities will be verified as eligible for the SCEF program if they are on the list of Tier I, Tier II or Tier III affordable housing facilities filed in the annual review docket for the Residential Renewable Energy Solutions program and as posted on the EDCs' websites.[18]

3.3 MODERATE-INCOME CUSTOMERS ELIGIBILITY VERIFICATION

MODERATE-INCOME CUSTOMER VERIFICATION THROUGH PARTNER AGENCY

Moderate-Income Customers are eligible for the SCEF Program if they have been income-verified by Generation Power CT as meeting the SCEF moderate-income criteria of 60%-100% of SMI.

MODERATE-INCOME CUSTOMER VERIFICATION BY EDC SCREENING PROCESS

Customers may apply to their EDC to be verified as a moderate-income customer using a Subscriber Enrollment Form.

Customers seeking qualification for the SCEF program as a moderate-income customer must provide

[18] The Annual Review Docket for the Residential Renewable Energy Solutions Program is XX-08-02, with "XX" corresponding to the program year (e.g., "23" for Program Year 2023)

proof of income for all forms of income received by the household with their Subscriber Enrollment Form. Acceptable proof of income includes the following types of documentation:

Table 3-3. PROOF OF INCOME DOCUMENTATION FOR MODERATE-INCOME CUSTOMERS

Income Documentation (provide proof of all applicable income sources):
Alimony/Spousal Support
Child Support
Employment – 2 Consecutive pay stubs if paid bi-weekly, 4 Consecutive pay stubs if paid weekly
Employment Disability
Family and Friends Support (applicants must complete a Financial Support from Family and Friends form)[19]
Long term disability
No income (applicant must complete a Self-Declaration Zero income form)[20]
Odd Jobs
Pension
Rental Income
Retirement Annuity
Self-Employment (applicant must complete a Self-Employment worksheet)[21]
Short Term Disability
Social Security Retirement
Tax Form – Prior Year 1040 or 1099
Tribal Stipend
Unemployment
Veteran Compensation Benefits
Workers Compensation

[19] Available at: https://gpct.org/fbforms/
[20] https://www.eversource.com/content/docs/default-source/save-money-energy/scef-zero-income-affidavit.pdf?sfvrsn=749a24bd_1
[21] Available at: https://gpct.org/utility/

Table 3-4. EDC MODERATE-INCOME VERIFICATION PROCESS FOR CUSTOMERS APPLYING TO SCEF PROGRAM

Step No.	Process Step	Frequency
1	Customer completes a Subscriber Enrollment Form ("SEF"), including supporting documentation	Per Customer
2	EDC staff evaluates customer's income against SCEF Program income thresholds	Per Customer
3	If customer's income is between 60-100% of SMI EDC places customer on SCEF moderate-income eligible customer list	

3.4 LOW-INCOME SERVICE ORGANIZATION ELIGIBILITY VERIFICATION

Low-Income Service Organizations that participate in the United Way's Connecticut 2-1-1 service provider database are automatically eligible for the SCEF program and do not need to apply to the program to be considered for a SCEF subscription.[22]

Low-Income Service Organizations that do not participate in the 2-1-1 service provider database can apply to the SCEF program through a Subscriber Enrollment Form. These applicants must demonstrate that they meet the eligibility requirements of a LISO by providing services at no cost, or low cost primarily to low-income clients or clients in environmental justice communities.[23]

Low-Income Service Organizations applying to the SCEF program must complete a self-declaration form[24] and submit it with their Subscriber Enrollment Form. Once the organization submits their Subscriber Enrollment Form and accompanying documentation, the EDCs will review the information provided with the customer's application to determine whether it meets the criteria for a LISO.

[22] Note, not all organizations in the United Way's Connecticut 2-1-1 service database are eligible for the SCEF program. Only organizations that have been determined to be a LISO by the United Way are eligible. Organizations in the 2-1-1 database may inquire with their EDC to find out of if they are listed as a LISO in the United Way database.

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

[24] Available on the EDCs websites

Table 3-5. EDC VERIFICATION PROCESS FOR CUSTOMERS ON UNITED WAY 211 LISO LIST

Step No.	Process Step	Frequency
1	EDCs formalize data sharing agreement with United Way 211	One-time process
2	Request List from United Way 211	Annually
3	EDCs receive list from United Way	

Table 3-6. EDC VERIFICATION PROCESS FOR LISO CUSTOMERS THAT COMPLETE A SUBSCRIBER ENROLLMENT FORM

Step No.	Process Step	Frequency
1	LISO completes SEF and attaches Self-Declaration Form	Per LISO
2	EDCs evaluate LISO SEF and verify eligibility	
3	If LISO is deemed eligible for the SCEF program, LISO is placed on list of eligible subscribers for enrollment	

3.5 SMALL BUSINESS CUSTOMER ELIGIBILITY VERIFICATION

Small Business customers in Eversource's service territory are eligible for the SCEF program if they are on Rate 30, 30A, or 35.[25]

Small Business customers in United Illuminating's service territory are eligible for the SCEF program if they are on Rate GS, GST or LPT and their peak demand is below 200kW.[26]

3.6 STATE AND MUNICIPAL CUSTOMERS ELIGIBILITY VERIFICATION

State and Municipal Customers are eligible to participate in the SCEF Program as part of the voluntary enrollment category. State and Municipal Customers are defined as:[27]

> ***"Municipal Customer" means a retail end user of electric service located in the service territory of the EDC that is a Municipality.*** and,
>
> ***"State Customer" means a retail end user of electric service located in the service territory of the EDC that belongs to any office, department, board, council, commission, institution, constituent unit of the state system of higher education,***

[25] Non-business customers on these rates will not qualify under the Small Business Category but will be considered under other categories for which they may be eligible.
[26] Non-business customers on these rates will not qualify under the Small Business Category but will be considered under other categories for which they may be eligible.
[27] The SCEF Statute does not define State or Municipal Customers. As a result, the EDCs established these definitions.

> ***technical high school or other agency in the executive, legislative or judicial branches of state government of Connecticut.***[28]

State and Municipal customers in Eversource's service territory are eligible for the SCEF program if the Legal Classification Code on their electric account identifies them as a State or Municipal customer.

State and Municipal customers in UI's service territory will be verified as eligible for the SCEF program through the Company's Energy Efficiency Tracking system. This list will be appended with State and Municipal accounts managed by UI Account Managers.

State and Municipal Customers can only participate in the SCEF Program on an opt-in basis and must submit a Subscriber Enrollment Form to be considered for a SCEF subscription. Once their Subscriber Enrollment Form is received, Eversource will determine whether the customer is coded with a state and municipal code in the Eversource's billing system or has provided the requisite documentation for UI.

3.7 COMMERCIAL CUSTOMER ELIGIBILITY VERIFICATION

Commercial Customers other than Small Business Customers are also eligible to participate in the SCEF Program in the voluntary enrollment category. Commercial Customers are defined as:[29]

> **"Commercial Customer" means a retail end user of electric service located in the service territory of the EDC that has commercial usage.**[30]

Commercial Customers in Eversource's service territory are eligible for the SCEF Program if they are on Rate 27, 37, 40, 41, 55, 56, 57, or 58 and have a North American Industry Classification System ("NAICS") code that identifies them as a commercial customer.

Commercial customers in UI's service territory are eligible for the SCEF Program if they are on Rates GST or LPT.

As an opt-in only eligible customer class, Commercial Customers must submit a Subscriber Enrollment Form. Once their Subscriber Enrollment Form is received, the EDCs will determine whether they are on a commercial electric rate code, and whether they are coded as a commercial customer in the EDCs databases.

[28] Docket No. 19-07-01 Compliance Order No. 1 filed April 24, 2020, Attachment 6A, Draft Shared Clean Energy Facility Rider Attachment 1: Subscriber Terms and Conditions.

[29] The SCEF Program Manual and SCEF Statute do not define Commercial Customers. As a result, the EDCs established these definitions.

[30] Docket No. 19-07-01 Compliance Order No. 1 filed April 24, 2020, Attachment 6A, Draft Shared Clean Energy Facility Rider Attachment 1: Subscriber Terms and Conditions

3.8 NON-LMI RESIDENTIAL CUSTOMERS – RENTERS OR CUSTOMERS WITHOUT ROOF CONTROL ELIGIBILITY VERIFICATION

Non-LMI residential customers that are either renters or do not have control of their roof are eligible to participate in the voluntary enrollment SCEF Program category. The definition of eligibility for this customer class is:

> ***A residential electric Customer who is not low or moderate income and resides in a rental or leased property, or a property where the customer does not control the property's roof, such as a multi-unit condominium***[31]

Non-LMI customers who do not have control of their roof must submit a Subscriber Enrollment Form for the SCEF Program with supporting documentation indicating they do not have roof control. Acceptable documentation to submit includes:

- **For renters:** a copy of their most recent lease agreement, or rent bill/statement with monetary figures redacted; or,
- **For Property Owners without Roof Control**: A signed letter from a condominium association or other entity limiting roof control attesting to the applicant's lack of control of their residence's roof.

Once the EDC receives the customer's Subscriber Enrollment Form, the EDC will review the customer's supporting documentation to verify that they are a renter or property owner without roof control, and that the customer is on a residential electric rate.

3.9 NON-LMI RESIDENTIAL CUSTOMERS – UNABLE TO INSTALL ON-SITE SOLAR ELIGIBILITY VERIFICATION

Non-LMI customers that are unable to install on-site solar are eligible to participate in the SCEF Program as part of the voluntary enrollment category. The eligibility definition for this customer class is:

> ***Solar Non-Feasible Customer: A residential electric Customer who is not low or moderate income, and whose property has been evaluated by a licensed residential solar contractor and is deemed unable to install on-site solar.***[32]

Non-LMI customers who cannot install on-site solar must submit a Subscriber Enrollment Form for the SCEF Program accompanied by a Non-Feasible Solar Self-Attestation Form[33]. The EDCs will review the submitted documentation to verify that they cannot install solar on their property and that the customer is on a residential electric rate.

[31] See Decision, December 18, 2019, Exhibit B - Modified Program Requirements, Section 6 page 13.
[32] EDC definition of eligibility based on December 18, 2019, Exhibit B - Modified Program Requirements, Section 6 page 13.
[33] EDC Form available at: www.eversource.com/scef and www.uinet.com/sharedcleanenergycredit

3.10 GENERAL ELIGIBILITY RULES THAT APPLY TO ALL SUBSCRIBERS

In addition to the eligibility verification process described in Sections 3.1 through 3.9 of this Appendix all subscribers are subject to the following restrictions as described in the SCEF Program Manual:

> ***A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program.***[34]

Existing participants in any of Connecticut's ratepayer-funded incentive of subsidy programs, including but not limited to, net metering, virtual net metering, LREC/ZREC contracts or PA 18-50 tariffs will not be considered for opt-out subscriptions. Customers that participated in one of these programs but who are generally eligible for the SCEF program must have load that is not associated with a ratepayer-funded incentive or subsidy program to qualify for a SCEF subscription. These customers must apply to the SCEF program using the Subscriber Enrollment Form to receive a SCEF subscription for any excess load not covered by the existing generation system. Excess load will be verified based on the customer's billing data and this data will be used as the basis for calculating the customer's SCEF subscription.

Conversely, existing SCEF participants who were enrolled in SCEF via opt-out or opt-in and seek to receive any other Connecticut ratepayer-funded incentives or subsidies including, but not limited to, net metering, virtual net metering, or PA 18-50 tariffs other than those in this Program. Will have such SCEF subscription adjusted to cover only the excess load not covered by the new generation system. EDCs should make this SCEF subscription adjustment after there are 12 consecutive months of generation system usage to accurately determine the excess load. EDCs should conduct a review of existing SCEF subscribers once every 12 months to determine if an SCEF subscription requires adjustment.

[34] Decision, December 18, 2019 Exhibit B - Modified Program Requirements, Section 6 page 13

4 APPENDIX E: CUSTOMER ENROLLMENT

4.1 ENROLLMENT PROCESS: OPT-OUT CUSTOMER CATEGORIES

The SCEF Program Manual dictates the percentage of SCEF subscriptions that must be enrolled through an EDC-administered identification and enrollment process. According to the Program Manual, 90% of each SCEF's capacity must be subscribed using the structure in Table 4-1 below.

Table 4-1. ELIGIBLE OPT-OUT CUSTOMER CATEGORIES AND SCEF PERCENTAGE ALLOCATIONS

Subscriber Category	SCEF Output Allocation Percentage
Low-Income Customers	50%
Small Business Customers	20%
Low-and Moderate-Income Customers, Low-Income Service Organizations, Affordable Housing Landlords, Entities and Facilities	20%

The method of opt-out customer enrollment in each SCEF depends on whether the SCEF is sited on a landfill or brownfield, or in a Distressed Municipality.[35]

OPT-OUT CUSTOMER ENROLLMENT FOR SCEFS NOT SITED ON A LANDFILL OR BROWNFIELD OR NOT LOCATED IN A DISTRESSED MUNICIPALITY

If the SCEF is not sited on a landfill or brownfield, or is not located in a Distressed Municipality, the EDCs will segment all eligible customers regardless of their location into cohorts based on indicators of economic vulnerability.[36] Customers in these cohorts will be prioritized for a SCEF subscription during the enrollment process.

The EDCs will enroll customers in these cohorts until all SCEF capacity is allocated. If additional capacity is available after all cohort customers are enrolled, the EDCs will enroll eligible customers outside of the cohort.

The cohorts are based on indicators of economic vulnerability and are defined for each customer class in Table 4-3.

[35] https://portal.ct.gov/DECD/Content/About_DECD/Research-and- Publications/02_Review_Publications/Distressed-Municipalities
[36] These indicators may differ based on available customer data, customer type and program eligibility.

Table 4-3. PRIORITIZATION COHORTS BASED ON INDICATORS OF ECONOMIC VULNERABILITY FOR PROJECTS NOT ON LANDFILLS OR BROWNFIELDS, OR NOT LOCATED IN A DISTRESSED MUNICIPALITY

Customer Category	Opt-Out Prioritization Cohort	Reason for Prioritization
Income-Qualified Low-Income Customers	• Electric New MPP participants[37] • Customers located in Environmental Justice Communities[38]	• Electric Customers participating in New MPP are struggling to afford their utility bill • Customers in EJCs may experience geographic hardship
Moderate-Income Customers	• Customer is in an Environmental Justice Community	• Customers in EJCs may experience geographic hardship
Low-Income Service Organizations	• Customer is in an Environmental Justice Community • Customer has an arrearage balance	• Arrearage indicates customer has trouble paying their bill • Customers in EJCs may experience geographic hardship
Affordable Housing Facility Landlords, Entities and Facilities	• Facility meets criteria for a Tier I or Tier II affordable housing facility, and located in an environmental justice community[39] ("EJC") • The facility is master-metered Affordable housing facilities that meet the following criteria will be eligible	• Tier I and Tier II properties that are on lists publicly available through the RRES program can be pre-identified by the EDCs for Opt-Out enrollment • Affordable housing facilities in EJCs may experience geographic hardship • Providing a weighting for properties that undergo energy efficiency improvements may result in secondary benefits for tenants • Providing a weighting for housing facilities that cannot install on-site solar through the RRES Program meets the SCEF program objective of increasing access to solar for under-served populations

[37] The New MPP Program provides a matching payment to Customers with incomes below 60% of SMI who have a past due balances greater than $100 that is more than 60 days past due.

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

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

	to receive a weighting in the selection process:[40] • The landlord or entity responsible for the affordable housing facility has completed an energy efficiency project or applied to participate in the Multifamily Energy Efficiency Initiative within the preceding 12 months. • The affordable housing facility is unable to install on-site solar[41]	
Small Businesses	• Customer is in an Environmental Justice Community	• Customers in EJCs may experience geographic hardship

OPT-OUT CUSTOMER ENROLLMENT FOR SCEFS SITED ON A LANDFILL OR BROWNFIELD OR IN A DISTRESSED MUNICIPALITY

If a SCEF is sited on a landfill or brownfield, or in a Distressed Municipality the EDCs will provide a geographic preference during enrollment. As a result of the geographic preference, the EDCs will enroll all eligible customers within the municipality where the SCEF is sited ("SCEF Host Municipality") before customers outside of the SCEF Host Municipality. If there are more eligible customers in the SCEF Host Municipality than the SCEF can serve, the EDCs will segment eligible customers into the cohorts listed in Table 4-3. The EDCs will enroll customers that meet the cohort criteria and reside in the SCEF Host Municipality before enrolling customers outside of the cohort but within the SCEF Host Municipality. If additional SCEF capacity exists after all eligible customers in a SCEF Host Municipality are enrolled, the EDCs will expand the selection process to eligible cohort customers outside of the SCEF Host Municipality.

4.1.1 CUSTOMER ENROLLMENT PROCESS STEPS

Below are the process steps for enrolling customers in the Opt-Out SCEF Enrollment Categories. Each of these processes is initiated 30 days before a new SCEF project enters service. Table 4-4 provides the

[40] The exact weighting applied to each qualifying customer may vary depending on how many customers overall are in the prioritized cohort, and how many affordable housing facilities qualify for the weighting. The weighting will seek to increase the odds of qualifying facilities receiving a SCEF subscription to 10%.

[41] To qualify for a weighting as a property that cannot install on-site solar the landlord or entity responsible for the affordable housing facility will need to complete a Subscriber Enrollment Form and provide a Non-Feasible Solar Self-Attestation Form attesting to the fact that the property is not capable of hosting on-site solar.

process steps for the Low-Income Opt-out category. Table 4-5 provides the process steps for the Low-Moderate Income Opt-Out category while Table 4-6 provides the process for the Small Business category.

Table 4-4. PROCESS STEPS FOR OPT-OUT LOW-INCOME CUSTOMER CATEGORY

Step No.	PROCESS STEP
1	Generate on demand and, or quarterly list of eligible Low-Income Customers
2	Create cohorts of customers based on indicators of economic vulnerability
PROCESS STEPS FOR SCEFS SITED ON A LANDFILL OR BROWNFIELD OR IN A DISTRESSED MUNICIPALITY	
A	Allocate subscriptions to all eligible Low-Income Customers in SCEF Host Municipality
A.1	If there are more eligible customers in the SCEF Host Municipality than available SCEF subscriptions, allocate low-income SCEF subscriptions amongst the cohort within the Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in a cohort within the Host Municipality than available SCEF subscriptions, use a lottery to select customers.
A.2	If capacity remains after all customers in the cohort within the Host Municipality are selected, allocate subscriptions to eligible customers outside of cohort but inside SCEF Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the Host Municipality than remaining SCEF subscriptions, use a lottery to select customers.
A.3	If capacity remains after all eligible customers in SCEF Host Municipality are selected, allocate subscriptions to eligible customers in the cohort anywhere in the EDC territory until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers than available SCEF subscriptions, use a lottery to select customers
PROCESS STEPS FOR SCEFS NOT SITED ON A LANDFILL OR BROWNFIELD OR NOT IN A DISTRESSED MUNICIPALITY	
B	Allocate subscriptions to all eligible Low-Income Customers in cohort until the desired percentage of the SCEF estimated annual output is subscribed.[42] If there are more eligible customers in a cohort than available SCEF subscriptions, use a lottery to select customers
B.1	If capacity remains after all eligible customers in cohort are selected, allocate subscriptions to eligible customers outside of cohort until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers than available SCEF subscriptions, use a lottery to select customers

Table 4-5. PROCESS STEPS FOR LOW-TO-MODERATE INCOME OPT-OUT CUSTOMER CATEGORY

Step No.	PROCESS STEP

[42] Note that, due the inability to exactly match customer load with SCEF project capacity thresholds, the EDCs will allocate slightly more customer load to each opt-out category to meet minimum program participation thresholds.

1	Remove Customers who were allocated a Subscription from the Low-Income Customer list
2	Append quarterly list of eligible Moderate-Income Customers, Low-Income Service Organizations (LISOs) and Affordable Housing Facilities
3	Create cohorts of customers based on selected indicators of economic vulnerability. Apply weighting to eligible Affordable Housing Facilities
PROCESS STEPS FOR SCEFS SITED ON A LANDFILL OR BROWNFIELD OR IN A DISTRESSED MUNICIPALITY	
A	Allocate subscriptions to all eligible customers in SCEF Host Municipality
A.1	If there are more eligible customers in the SCEF Host Municipality than available SCEF subscriptions allocate subscriptions amongst cohorts within the Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the cohorts than available SCEF subscriptions, use a lottery to select customers
A.2	If capacity remains after all customers in the cohorts within the Host Municipality are selected, allocate subscriptions to eligible customers outside of the cohorts but inside the SCEF Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the Host Municipality than remaining SCEF subscriptions, use a lottery to select customers.
A.3	If capacity remains after all eligible customers in SCEF Host Municipality are selected, allocate subscriptions to eligible customers in cohorts anywhere in EDC territory until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers than available SCEF subscriptions within the cohorts, use a lottery to select customers
PROCESS STEPS FOR SCEFS NOT SITED ON A LANDFILL OR BROWNFIELD OR NOT IN A DISTRESSED MUNICIPALITY	
B	Allocate subscriptions to all eligible Customers in cohorts until the desired percentage of the SCEF estimated annual output is subscribed.[43] If there are more eligible customers in the cohorts than available SCEF subscriptions, use a lottery to select customers
B.1	If capacity remains after all eligible customers in the cohorts are selected, allocate subscriptions to eligible customers outside of cohorts until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers than available SCEF subscriptions, use a lottery to select customers

Table 4-6. PROCESS STEPS FOR SMALL BUSINESS OPT-OUT CUSTOMER CATEGORY

Step No.	PROCESS STEP
1	Generate a list of Small Business Customers

[43] Note that, due the inability to exactly match customer load with SCEF project capacity thresholds, the EDCs will allocate slightly more customer load to each opt-out category to meet minimum program participation thresholds.

2	Create cohort of customers based on selected indicators of economic vulnerability
PROCESS STEPS FOR SCEFS SITED ON A LANDFILL OR BROWNFIELD	
A	Allocate subscriptions to all eligible Small Business Customers in SCEF Host Municipality
A.1	If there are more eligible customers in the SCEF Host Municipality than available SCEF subscriptions allocate small business SCEF subscriptions amongst the cohort within the Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the cohort than available SCEF subscriptions, use a lottery to select customers
A.2	If capacity remains after all eligible customers in cohort within the Host Municipality are selected, allocate subscriptions to eligible customers outside of cohort but inside SCEF Host Municipality until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the Host Municipality than remaining SCEF subscriptions, use a lottery to select customers
A.3	If capacity remains after all eligible customers in SCEF Host Municipality are selected, allocate subscriptions to customers in the cohort anywhere in EDC territory until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers in the cohort than available SCEF subscriptions, use a lottery to select customers
PROCESS STEPS FOR SCEFS NOT SITED ON A LANDFILL OR BROWNFIELD OR NOT IN A DISTRESSED MUNICIPALITY	
B	Allocate subscriptions to all eligible Small Business Customers in cohort until the desired percentage of the SCEF estimated annual output is subscribed.[44] If there are more eligible customers in the cohort than available SCEF subscriptions, use a lottery to select customers
B.1	If capacity remains after all eligible customers in cohort are selected, allocate subscriptions to Small Business Customers outside of cohort until the desired percentage of the SCEF estimated annual output is subscribed. If there are more eligible customers than available SCEF subscriptions, use a lottery to select customers

4.2 ENROLLMENT PROCESS: OPT-IN CUSTOMER CATEGORY (VOLUNTARY ENROLLMENT)

All opt-in SCEF subscriptions will be allocated via a random selection process. All customers that submit a Subscriber Enrollment Form and meet the qualifications of the SCEF program will be considered for a

[44] Note that, due the inability to exactly match customer load with SCEF project capacity thresholds, the EDCs will allocate slightly more customer load to each opt-out category to meet minimum program participation thresholds.

voluntary enrollment subscription.

Table 4-7. PROCESS STEPS FOR 10% VOLUNTARY ENROLLMENT CUSTOMER CATEGORY

Step No.	PROCES STEP
1	Customers complete a Subscriber Enrollment Form
2	Generate list of customers who completed a Subscriber Enrollment Form and whose eligibility was verified for voluntary enrollment[45]
3	Conduct a lottery to allocate any remaining SCEF capacity after the opt-out enrollment process is fully subscribed

4.3 SUBSCRIBER COMMUNICATIONS

The EDCs will send the following communications to customers as part of the enrollment process.

4.3. 1 SUBSCRIBER NOTIFICATION OF ENROLLMENT

Once all customer selection processes are complete and a SCEF facility is fully subscribed, the EDC will notify enrolled subscribers that they have been selected to receive a subscription. Customers for whom the EDCs have an e-mail address and have not opted-out of electronic communications will receive an e-mail notifying them they have been selected to receive a SCEF subscription. This e-mail will contain the SCEF subscriber's Subscription Summary Contract. These customers will also receive a paper letter in the mail to their service address notifying them of their subscription. This letter will include a paper copy of the customer's Subscription Summary Contract.

Customers for whom the EDCs do not have e-mail addresses or who have opted-out of electronic communications will receive a paper letter in the mail to their service address notifying them of their subscription. This letter will include a paper copy of the customer's Subscription Summary Contract.

4.3.2 SUBSCRIBER OPT-OUT PROCESS

Customers will have the option to opt-out of the SCEF Program by calling their EDC. The phone number for customers to opt-out of a subscription is included in both their e-mail and paper letter notification, as well as in their Subscription Summary Contract.

Customers have three days from receipt of the paper copy of their Subscription Summary Contract to opt-out of their subscription. If a customer does not opt-out of their SCEF subscription within 3 days, they are considered enrolled in the program. Once a customer is fully enrolled in the SCEF Program they have the option to terminate their subscription at any time, without penalty.

4.2.3 ONGOING COMMUNICATIONS

[45] Note customers that apply to the SCEF program through the subscriber enrollment form and are identified as eligible for an opt-out subscription will be considered for a SCEF subscription in both the opt-out and opt-in enrollment processes.

One year from enrollment in their SCEF subscription and annually thereafter Subscribers will receive an email or letter, depending on their preferred communication method, reminding them of their SCEF subscription, benefit amount and how they can terminate their subscription if they so choose. This communication includes information about the project they are enrolled in, how to maintain their SCEF subscription if they move, and how to cancel their subscription if they no longer wish to participate in the program.

4.4 REALLOCATION OF OPT-OUT SUBSCRIPTIONS AND SUBSCRIPTION TERMINATIONS

If a customer selected for a SCEF subscription chooses to opt-out of their subscription, or terminates their subscription at any time, their subscription will be re-allocated. For customers that opt-out of their subscription at the time of initial selection the EDCs will re-run the enrollment process for that specific customer category to identify a new subscriber. The new subscriber will be allocated a subscription for the entire 20-year term of the tariff.

For customers that terminate their subscription at some point during their 20-year tariff, the EDCs will re-rerun the enrollment process annually for that specific customer category to identify a new subscriber. The new subscriber will be allocated a subscription for the remaining term of the SCEF's operating period.[46]

[46] Subscription re-allocation ensures that 90% of each SCEF's annual output is continuously subscribed as required in the Program Manual. However, as a result of reallocation some Subscribers will receive a SCEF subscription term that is shorter than 20 years. Projects that enter service prior to December 6, 2023 require that only 80% of the SCEF's annual output is continuously subscribed.

5 APPENDIX F: CUSTOMER ENGAGEMENT

This appendix details the customer engagement activities the EDCs will conduct as part of the SCEF program.

5.1 PROGRAM MATERIALS

The following sections describe program materials available as part of the SCEF Program. These include the Subscriber Enrollment Form, program collateral, a Non-Feasible Solar Self-Attestation Form and website content.

5.1.1 SUBSCRIBER ENROLLMENT FORM ("SEF")

Customers who wish to apply to the SCEF program for an opt-in subscription must complete a Subscriber Enrollment Form ("SEF"). The SEF is available as a fillable printable PDF as well as an online application. Customers that complete an SEF may also be required to submit supporting documentation to verify their eligibility for the SCEF program.

Customers that choose to apply to the program using the printable PDF must mail their supporting documentation to the applicable EDC. Eversource customers that choose the online application are sent a link to securely upload the required documentation. UI customers that apply online must submit their documentation by mail, fax or will be provided a secure link via email.

Customers may access the Subscriber Enrollment Form on the following websites: www.eversource.com/SCEF and www.uinet.com/sharedcleanenergycredit

Paper copies of the SEF are also available at local Community Action Agencies.

5.1.2 ONE-PAGE EDUCATIONAL PROGRAM COLLATERAL

A one-page educational program document ("one-pager') is available for customers and partner organizations to learn about and promote the SCEF Program. The one pager provides an overview of the SCEF program, the potential value of the bill credit for subscribers, the bill credit structure and eligibility requirements, information about how customers are notified if they are selected for a subscription and where customers can find additional information about the program. This document is available in both English and Spanish and may be translated into other languages in the future.

The EDCs will provide paper copies of the one-pager to Community Action Agencies andGeneration Power CT. It is also provided in digital form to the entities and to solar developers. Customers can view a PDF of the one-pager online at the following websites:

www.eversource.com/SCEF and www.uinet.com/sharedcleanenergycredit

5.1.3 NON-FEASIBLE SOLAR SELF-ATTESTATION FORM

A non-feasible solar form is available for customers that wish to qualify for a SCEF subscription as a customer who cannot install on-site solar. This form must be completed by the Electric Account Holder and must include the reason property is not suitable for solar.

Customers must provide this in addition to the SEF as proof that their property is not suitable for solar.

5.1.4 WELCOME PACKAGES

Each customer enrolled in the SCEF program will receive a "Welcome Package" consisting of electronic and paper notifications informing them that they have been selected for a SCEF subscription. These packages contain a letter welcoming the customer to the SCEF Program, the Subscriber's Summary Contract and the Program Terms and Conditions, as well as direction for the customer to visit the respective EDC website for additional information including the Subscriber Rider.

5.1.5 CONTENT ON EDC WEBSITES

Each EDC has a landing page within each of their respective websites that contains information about the SCEF Program. Information on the website is targeted for current and prospective SCEF subscribers and includes:

- General information about the SCEF Program,
- The potential SCEF bill credit and benefit/value to customers,
- How customers can qualify for a SCEF subscription and information on the customer enrollment process,
- Access to the online Subscriber Enrollment Form (online form and fillable PDF),
- Subscriber Information (SCEF Rider and Subscriber Terms and Conditions)
- Information for solar developers and partners (one-pager and the Non-Feasible Solar Self-Attestation Customer Form)

5.1.6 CUSTOMER CARE/CALL CENTER TRAININGS

The EDCs Customer Care/Call Center representatives are trained to provide basic information to customers about the SCEF Program, the SCEF bill credit, the benefit the SCEF program provides to customers, how customers can be qualified and potentially enrolled in the program and how subscribers can terminate their subscription or transfer their subscription to a new service account in the event of a move. More complex SCEF questions will be directed to the SCEF program team.

5.2 SUBSCRIBER AWARENESS OUTREACH CAMPAIGNS

The following section summarizes the outreach campaigns the EDCs will implement to ensure the SCEF program is fully subscribed.

5.2.1 OPT-OUT SUBSCRIBER AWARENESS CAMPAIGN

The EDCs will run basic awareness campaigns for eligible SCEF customers by including educational content about SCEF within materials and communications promoting other utility programs and services. Additionally, the campaigns will include information to mitigate potential consumer protection concerns related to an opt-out program structure. The campaigns may include information about SCEF in promotional emails, postcards and/or webinars[47] sent to eligible customer classes to introduce the SCEF Program, its benefits and how a customer may be enrolled in the program. The EDCs will primarily leverage electronic communications to customers whenever feasible for these awareness campaigns to minimize

[47] Materials and tactics used for each campaign may be determined individually by each EDC.

administrative and marketing costs. The EDCs will periodically evaluate the effectiveness of these campaigns and will adjust tactics and mediums as necessary.

5.2.2 OPT-IN SUBSCRIBER AWARENESS CAMPAIGNS

In addition to the subscriber awareness campaigns for the opt-out eligible customer categories, the EDCs will implement awareness campaigns for customers eligible for a voluntary enrollment SCEF subscription.

The EDCs will focus most of the initial outreach to opt-in subscribers in the three-month period before the first SCEF's estimated in-service date. These campaigns will target customers that are identified in the EDCs databases as potential voluntary enrollment customers or solar developers. The EDCs will host at minimum two (2) informational webinars, one targeted at state, municipal and commercial customers and a second for solar developers. Each webinar will inform attendees on how they may complete a Subscriber Enrollment Form for a voluntary enrollment SCEF subscription.[48]

The goal of the initial campaigns will be to receive and verify a target number of opt-in SCEF applications.[49] Eligible applicants will be put on a waitlist for enrollment. If the initial target number of applications is not achieved, the EDCs will conduct additional opt-in subscriber campaigns following the initial campaigns until the application goal is reached. Once the application goal is achieved, the EDCs will only conduct additional outreach if number of customers on the waitlist falls below a certain number of applicants or at the request of stakeholders.

5.3 ENGAGEMENT THROUGH PARTNER ORGANIZATIONS

5.3.1 COMMUNITY ACTION AGENCY ("CAA") ENGAGEMENT

Community Action Agencies will be provided with copies of the SCEF one-pager and Subscriber Enrollment Form to provide to their clients. These materials may be used to educate customers about the SCEF Program and share information with customers on how they could be considered for program enrollment. Customers who are not eligible for energy assistance through the CAA would be directed to complete a SEF through Generation Power CT or their EDC to be income-verified and considered for a SCEF subscription. Depending on the willingness of the CAA and their capacity, some CAAs may also assist customers in completing the SEF.

5.3.2 Generation Power CT ENGAGEMENT

The EDCs contract with Generation Power CT to provide income verification services to identify moderate-income customers whose incomes are within the income limits of the SCEF program. Generation Power CT will income verify customers who have not qualified for utility program assistance but may be eligible for the SCEF Program as a Moderate-Income Customer. This engagement process is consistent with the proposed processes in Section 2.1.1 for Customer Identification in *Appendix C* and will allow the EDCs capture moderate-income customers for enrollment in the SCEF program.

[48] Webinars will be posted online and be made available to customers on an ongoing basis.

[49] The EDCs will initially target 500 Opt-In SCEF applicants, and only conduct additional outreach if the number of applicants on the waitlist falls below 200. This is an initial estimate of the number of opt-in subscriptions the EDCs will have available, the EDCs may revise this target based on the total available opt-in subscriptions for the SCEFs that enter service.

5.3.3 CAA AND Generation Power CT TRAININGS

The EDCs will provide the CAAs and Generation Power CT with resources and training on the SCEF program. The trainings with the CAAs are provided as part of the EDCs' annual income-eligible energy program trainings which typically occur prior to the start of the winter moratorium. In addition, the SCEF Program managers for each EDC are available to answer any questions the CAAs have about the SCEF Program at any point, outside of regularly scheduled trainings.

The trainings between the EDCs, Generation Power CT and Generation Power CT's fuel banks will occur bi-annually at minimum. Additional trainings will be provided if requested by fuel banks in Generation Power CT's network.

Support resources for partner organizations include the educational one-page program collateral and income guidelines for organizations performing direct income verification for the SCEF Program outside of existing program thresholds. For organizations that intend to direct customers to their respective EDC for income verification, they are provided with information to share with clients on how to contact the EDC and complete the application process.

5.3.4 LOW-INCOME SERVICE ORGANIZATIONS

The EDCs works with the United Way to identify lists of eligible LISOs. The EDCs may hold webinars to increase LISO awareness of the SCEF Program and will coordinate with the United Way and Connecticut Non-profit Alliance to promote these webinars. The EDCs also present information on the SCEF Program to the Low-Income Energy Advisory Board. Attendees at webinars are directed to the EDCs to confirm whether they are on a list of pre-identified, eligible, LISOs or whether they would need to complete a SEF to become added to the EDC's qualified LISO lists.

5.3.5 SOLAR DEVELOPERS

The EDCs hold training sessions with residential solar developers to educate them about the SCEF Program and opportunities for non-feasible solar customers. The EDCs have extensive lists of solar developers that are active in Connecticut through the Residential Renewable Energy Solutions program. These lists are used to inform developers about the SCEF Program and to recruit developers for on-line SCEF trainings. Trainings include information about the SCEF Program, how bill credits are calculated, and how solar developers can educate the customer on how to complete the SEF. The EDCs also provide solar developers with the educational one-page program collateral to share with non-feasible solar customers.