STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

ANNUAL SHARED CLEAN ENERGY FACILITY PROGRAM REVIEW – YEAR 8	**DOCKET NO. 26-08-04**
	September 14, 2026

WRITTEN COMMENTS OF ALLCO FINANCE LIMITED

Allco Finance Limited ("Allco"), respectfully submits these written comments pursuant to the Authority's August 25, 2026 Notice of Request for Written Comments (the "Notice"). These comments respond to three of the four topics identified in the Notice and, where indicated, to the Joint Written Comments filed by Eversource and The United Illuminating Company (the "EDCs") on September 11, 2026 (the "EDC Comments").

I. PROCUREMENT PRICE CAP (NOTICE TOPIC 1)

The Authority should establish a different price cap for UI. The EDC Comments establish why. In their comments the "EDCs recognize that initial Year 7 procurement results in UI's service territory were comparatively undersubscribed." And as the EDCs also admit "[t]he availability of suitable sites for SCEF development is materially more constrained within UI's comparatively urban service territory, including limitations associated with the availability of developable land." That latter constraint is a function of price. There are sites available in UI territory but not at a cost that the current price cap would support. In their comments the EDC's also "recognize that project development costs remain subject to evolving market conditions, including changes in federal trade policy and equipment costs," all of which involve increases in price.

This is the last year for the SCEF program. Any unused capacity is lost forever. At least for SCEF projects connecting with UI, the price cap should be eliminated. If the Authority nonetheless retains a cap for UI-territory projects, it should be set no lower than $261.34/MWh. That figure is not Allco's invention; it is the Authority's own. The Year 7 SCEF cap of $182.94/MWh was borrowed from the 2026 NRES large zero-emission buy-all cap in order "to

minimize potential intra-program competition between the NRES and SCEF Programs." Year 7 Decision at 10-11. But the 2026 NRES caps the Authority approved are differentiated by project size and site type precisely because constrained sites cost more: $250.42/MWh for small zero-emission projects; $236.74/MWh for medium zero-emission projects; $261.34/MWh for large zero-emission projects that are 100% solar canopy or carport; and $338.20/MWh for medium canopy projects. The sites that exist in UI's "comparatively urban" territory — the EDCs' own words — are overwhelmingly of the small, canopy, rooftop, and constrained-parcel character for which the Authority's NRES caps already recognize costs 29% to 85% above the large-project figure. Tying UI-territory SCEF bids to a cap built for large greenfield economics does not "minimize intra-program competition"; it guarantees that every viable UI site clears the SCEF cap and is either bid into NRES instead or not built at all — which is exactly the undersubscription the Year 7 results recorded.

Ratepayers need no cap to protect them here, and certainly no cap below the Authority's own NRES levels. The SCEF budget is fixed; a higher cap cannot increase the dollars spent, only the capacity procured for those dollars, with competitive bidding below the cap setting the actual clearing prices. In the Program's final year, a binding cap in an undersubscribed territory does not save ratepayers money — it forfeits renewable capacity the budget has already been approved to buy.

II. BUDGET REALLOCATION (NOTICE TOPIC 2)

Allco supports a middle ground. As the EDCs' comments urge, the allocation should be consistent with prior years and not revert to a starting reset point of 80/20, at least initially. Keeping the same methodology will provide UI customers with the opportunity to which they should be entitled to participate in the SCEF program. To the extent, however, that after all awards are made by UI there is unused capacity, that unused capacity should at that point be added to Eversource's budget.

III. PROPOSED PROGRAMMATIC CHANGES (NOTICE TOPIC 4).

The Notice invites "discrete, incremental improvements, such as clarifying existing requirements or definitions; or improving transparency or efficiency in the application or selection process." Allco proposes six such improvements. Each is drawn directly from documented Program administration problems in Years 5 through 7, and each can be implemented through targeted edits to the Program Manual and RFP without structural change. The six suggested improvements and clarifications Allco proposes are precisely the "transparency or efficiency" improvements the Notice invites.

A. Clarify the Section 5.2.12 "partial award" exception and add an EDC-delay exception.

Section 5.2.12 of the Year 7 RFP renders a bid ineligible where an existing same-technology project at the site is not yet in service, subject to an express exception for "projects issued a partial award in a previous SCEF solicitation," up to 5 MW minus the prior award. In the Year 7 procurement, Eversource disqualified two Allco bids on April 9, 2026 based on an interpretive gloss that appears nowhere in the RFP text — that a "partial award" exists only where the prior award was smaller than the capacity sought in the earlier bid, rather than smaller than the 5 MW Program cap. The Authority should resolve this ambiguity for Year 8 by adding one sentence to Section 5.2.12: *"For purposes of this exception, a 'partial award' means any award in a prior SCEF solicitation of less than five (5) MW for the Project Site."* The Authority should further add: *"The in-service condition of this Section shall not apply where the existing project's failure to achieve its In-Service Date is attributable in whole or substantial part to the EDC's interconnection process."* Without that second clarification, an EDC can disqualify new bids based on the not-in-service status of projects that the EDC's own interconnection delays have kept out of service — a circularity that penalizes developers for the EDC's performance. The rate case record confirms this is not hypothetical: the EDC itself reports 550+ MW of large solar stuck in its queues and "queue stagnation and project withdrawals." Docket No. 26-05-10, Exhibit CLP-TSP-2 at 43.

B. Codify automatic, deadline-bound refunds of bid deposits.

Section 3.5 of the Program Manual already provides that the EDC "shall return the Development Period Security to the bidder if . . . the Bid is not selected." The Manual should be clarified to make that obligation self-executing: *"The EDC shall return the Development Period Security to each non-selected bidder, without the need for any request or other action by the bidder, within thirty (30) days of the issuance of selection results. Amounts not returned within thirty (30) days shall accrue interest at the prevailing prime rate. The EDC shall report quarterly to the Authority all Development Period Security held, refunded, and outstanding, by bid and date."* Allco's Year 6 experience demonstrates the need: $225,000 in deposits on three non-selected bids remained unreturned for more than fifteen months after selection results, and were released only after repeated inquiries and the EDC's imposition of a "company letterhead" request requirement found nowhere in the Program documents. A refund obligation that the Manual states in mandatory terms should not depend on the persistence of the bidder.

C. Set deadlines for EDC metering, witness tests, and Approval to Energize.

The Program Manual obligates the EDC to meter SCEF facilities (§ 4.1) and makes the EDC's own Approval to Energize letter the trigger for the In-Service Date and the start of tariff payments — but sets no deadline for the EDC to act. The Manual should provide: *"Upon written notice from a Subscriber Organization that a facility is mechanically complete and ready for interconnection, the EDC shall complete any required metering installation within thirty (30) days; shall schedule any required witness test within fifteen (15) days of a Subscriber Organization's request; and shall issue the Approval to Energize letter within ten (10) days of a successful witness test. If the EDC fails to meet these deadlines for reasons not attributable to the Subscriber Organization, the In-Service Date shall be deemed to occur, and Tariff payments shall commence, on the date the deadlines would have been met."*

D. Require reasoned, reviewable disqualification decisions.

The Manual and RFP should be clarified to provide that any bid disqualification must (a) be issued in writing, citing the specific RFP or Manual provision relied upon; (b) afford the bidder

five (5) business days to respond or cure before the disqualification becomes final; and (c) be reported to the Authority with the EDC's selection results, together with the bidder's response. In Year 7, Eversource initially asserted a second disqualification ground (§ 5.2.5) against an Allco bid and then abandoned it without explanation after Allco refuted it — but no Program mechanism required the EDC to explain, or the Authority to see, either the assertion or the retraction. Where the procurement administrator is also the interconnecting utility — with its own commercial and regulatory interests concerning the same parcels and circuits — basic administrative transparency is a discrete, low-cost safeguard.

E. The project slope requirement should be eliminated.

The Year 7 RFP requires that no more than 10% of the project site contain slopes greater than 15%. That restriction should be eliminated. It is a sledge-hammer pre-judgment of how a project would fare under the general stormwater permit — an independent process, administered by DEEP under delegated Clean Water Act authority, that already evaluates slope, soil, and runoff conditions site-by-site with engineering controls. Sites that can satisfy the stormwater permit should not be categorically excluded from bidding by a one-size-fits-all screen; the screen simply removes otherwise-viable, lower-cost sites from the bid pool and raises clearing prices.

F. The prime farmland restriction should be eliminated.

Under the current requirements, a solar Shared Clean Energy Facility cannot be located, in whole or in part, on Prime Farmland unless the bidder accepts financially burdensome or prohibitive dual-use agrivoltaics conditions. That restriction should be eliminated. It appears nowhere in General Statutes § 16-244z; it is a program-document overlay that raises project costs for no corresponding ratepayer benefit, suppresses bids in the very rural areas with the most developable land, and thereby denies low-income subscribers in surrounding communities the bill credits the Program exists to deliver. Agricultural-land policy has its own siting forum; in the Program's final year, the Authority should let the budget buy the capacity the statute promises rather than pricing it out through a restriction the legislature never enacted for this Program.

Respectfully submitted,

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CERTIFICATION

I hereby certify that on September 14, 2026, a copy of the foregoing was filed with the Public Utilities Regulatory Authority and served upon each person designated on the official service list in this proceeding in accordance with R.C.S.A. § 16-1-15.

/s/ Thomas Melone
Thomas Melone