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

# YEAR 8~~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

[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.

respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise;

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

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

“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, and 25-173;

“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**

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;

[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.

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 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

[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.

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 TBD~~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 not 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 expire ~~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

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

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.

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

[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.

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.

If an existing SCEF through PA 18-50, PA 19-35, PA 22-14, PA 23-102, PA 25-173, or the pilot program, LREC/ZREC, or other NRES or SCEF tariff project is present at the Parcel~~roject 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).

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

### 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.

## 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 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;

[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.).

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 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.

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[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.

### 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~~Generation Power CT) 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]

[13] The On-bill Credit will be a fixed amount each month for the duration of the Subscription.

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.

**7.5. Delivery of RECs**

[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.

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)

[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.

Title: _____

Date Signed: _____

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

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

Notary Public: _____

Commission expires: _____

**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)

[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.

Title: _____

Date Signed: _____

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

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

Notary Public: _____

Commission expires: _____

**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 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

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