

March 2, 2017

IMPLEMENTATION OF THE SHARED CLEAN ENERGY FACILITIES PILOT
PROGRAM PURSUANT TO PUBLIC ACT 15-113

NOTICE OF REQUEST FOR PROPOSALS AND BIDDERS' CONFERENCE

Pursuant to Public Act 15-113, *An Act Establishing a Shared Clean Energy Facility Pilot Program*, the Department of Energy and Environmental Protection (DEEP) has initiated the above referenced proceeding to implement the provisions of Public Act 15-113, as outlined in the attached.

By way of this Notice, DEEP will conduct a bidders' conference on **Tuesday, March 14, 2017** at 9:00 AM EPT, in Hearing Room 1 at DEEP, 10 Franklin Square, New Britain, Connecticut. Please RSVP to DEEP.EnergyBureau@ct.gov by Friday, March 10, 2017, if you plan to attend the conference.

By way of this Notice, DEEP will be accepting bids in response to the attached document until **Monday, April 3, 2017** by 12:00 PM EPT (noon). Bids should follow the submission instructions outlined in the attached document. Any questions can be directed to Debra Morrell at (860) 827-2688 and/or via e-mail at DEEP.EnergyBureau@ct.gov.

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REQUEST FOR PROPOSALS FROM PRIVATE DEVELOPERS FOR SHARED CLEAN ENERGY FACILITIES

1. INTRODUCTION

Pursuant to Public Act 15-113, An Act Establishing a Shared Clean Energy Facility Pilot Program, as amended by Public Act 16-116, An Act Concerning the Shared Clean Energy Facility Pilot Program (“the Act”), the Department of Energy and Environmental Protection (“DEEP” or “Department”) is issuing this Request for Proposals (“RFP”) to solicit offers for Shared Clean Energy Facilities to implement the pilot program required under the Act.¹ This draft RFP and all other related information can be found at www.ct.gov/deep/energyfilings.

As explained in DEEP’s Decision dated February 1, 2017, the Department has elected not to select any of the project proposals submitted pursuant to the RFP released on July 1, 2016. DEEP instead reissues the RFP with the following modifications:

1. Siting restrictions have been enhanced to protect prime farmland, core forests, historic preservation properties, and certain species and natural communities;
2. Subscription by commercial and industrial (“C&I”) customers is limited to no more than 60% of the total production of a Shared Clean Energy Facility in the aggregate;
3. The Subscriber Organization-Managed Structure for payments and credits in the pilot program authorized under the July 1, 2016 RFP has been eliminated. All credits to Subscribers must flow from the electric distribution companies (“EDCs”) to Subscribers. To participate in the pilot program, Subscribers will be required to either pay an upfront fixed purchase arrangement or a monthly payment arrangement to the Subscriber Organization as specified in the Subscriber Agreement under the EDC-Managed Structure;

¹ DEEP detailed the policy goals of the Shared Clean Energy Facility pilot program in its Notices in this proceeding, dated September 30, 2015 and December 9, 2015. Those Notices can be found at www.ct.gov/deep/energyfilings.

4. A pricing cap has been set to limit the impact on electric ratepayers and keep costs more in line with recent clean energy RFPs;
5. A criterion for classification as a low- to moderate-income (LMI) customer has been amended to be based on income at or below 80% of the greater of area median income and state median income, in either case at the time of subscription; and
6. The cancellation fee that may be imposed on a Subscriber by the Subscriber Organization has been amended to allow for an amount that is the value of the Monthly Payment Arrangement fee for three months, or the equivalent of three months Credit value, outlined in the Subscriber Agreement.

2. OVERVIEW

2.1. Definition of Key Terms

“Agent” means a person who conducts marketing or sales activities, or both, on behalf of a Subscriber Organization. Agent includes an employee, a representative, an independent contractor, and a vendor or subcontractor, or that vendor’s or subcontractor’s employee, representative, or independent contractor;

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

“Bidder” means an entity that submits a Proposal for a Subscriber Organization and the development and operation of the Shared Clean Energy Facility consistent with the requirements of this RFP;

“Core Forest” means unfragmented forested land that is three hundred (300) feet or greater from the boundary between forested land and non-forested land;

“Credit” means the monetized credit at the Purchase Price delivered to Subscribers through the method under Section 3.1.1 and in a manner authorized under Section 3.4;

“Customer” means a retail electric account holder of an Electric Distribution Company;

“Delivery,” “Deliver,” “Delivered,” or “Delivering” means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is recognized in the Independent System Operator of New England (“ISO-NE”) settlement system as injected in the ISO-NE energy market at a specified and agreed upon pricing node within the service territory of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs supplied via an irrevocable Forward Certificate Transfer (as defined in the GIS Operating Rules) to the receiving EDC in the New England Power Pool Geographic Information System (“NEPOOL GIS”);

“Department” or “DEEP” means the Connecticut Department of Energy and Environmental Protection;

“Development Period Security” means collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the EDC, which shall be provided by the Subscriber Organization to the EDC;

“EDC-Managed Credit Structure” means the EDC delivers the monetary Credit to a Subscriber on a monthly basis through the Subscriber’s electric bill with such EDC;

“Electric Distribution Company” or “EDC” has the same meaning as provided in Section 16-1 of the Connecticut General Statutes (“General Statutes”);

“Enrollment Form” means the form included in the Tariff that a Subscriber Organization must complete and submit to the EDC once the Selected Bidder is determined by DEEP;

“Fixed Purchase Arrangement” means the type of subscription where the Subscriber pays to the Subscriber Organization only a fixed one-time up-front payment specified in the Subscriber Agreement, but not any recurring monthly payments, and in return receives a monthly Credit value;

“Guaranteed In-Service Date” means the date the Shared Clean Energy Facility will begin commercial operation as proposed by the Bidder and approved by DEEP in the RFP process, so long as such date is consistent with the requirements in Section 3.2.2 of the RFP;

“Historic Preservation Property” means any building, structure, site, area or object that: (a) has been conferred historic designation by the [National Register of Historic Places](#) or Connecticut’s

[State Register of Historic Places](#), as authorized by General Statutes Section 10-409; or (b) is within a National Historic District or Local Historic District that is listed on the State Register of Historic Places;

“Low- to moderate-income” or “LMI” means a financial condition wherein the gross annual income of the household of a Customer or Subscriber, or of a tenant of a Master-metered Multi-unit Building, is eligible for any federal, state, or local assistance program that limits participation to households whose income is at or below 175% of the federal poverty limit, or is at or below 80% of the greater of (a) area median income and (b) state median income, in either case at the time of subscription. Area Median Income Guidelines are posted and updated annually by the Connecticut Department of Housing on its webpage for [HUD Rent and Income Guidelines](#). State Median Income Guidelines are posted and updated annually by the Connecticut Department of Social Services on its [website](#);

“Master-metered Multi-unit Building” means a property or building, either privately-owned or municipally-owned, with one individual billing meter for the entire property or building and where the property owner is responsible to the EDC for the entire utility bill;

“Market Price” means the hourly real-time Locational Marginal Price (as defined in the ISO-NE Tariff) for energy at the pricing node plus 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 calculated as the product of the proposed nameplate capacity of the Shared Clean Energy Facility and the percentage to be sold to the EDC under the Pilot Program;

“Monthly Payment Arrangement” means the type of subscription where the Subscriber pays the Subscriber Organization a specified payment each month and in return receives a monthly Credit value;

“Operating Period Security” means collateral in the form of (a) cash or (b) a letter of credit issued by a Qualified Bank in a form reasonably acceptable to the EDC, which shall be provided by the Subscriber Organization to the EDC;

“Payment” means the amount paid by the EDC to the Subscriber Organization to purchase the output of the Shared Clean Energy Facility, either through a direct payment from the EDC to the Subscriber Organization or through a Credit to Subscribers, or any combination thereof;

“Personally identifiable information” means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or capable of being linked to a specific individual;

“Pilot Program” means the pilot program for Shared Clean Energy Facilities authorized by the Act;

“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” is as defined by the Connecticut Department of Agriculture;

“Proposal” means a responsive submission by a Bidder to this RFP;

“Prospective Subscriber” means a potential Subscriber for a Subscriber Organization of a Shared Clean Energy Facility;

“Public event” means an event open to the public where a Subscription may be marketed or offered;

“PURA” means the Public Utilities Regulatory Authority;

“Purchase Price” means the price, as selected by DEEP in the RFP and approved by PURA, to be applied for subscribed Delivered Energy and Prepaid RECs;

“Qualified Bank” means a major U.S. commercial bank or the U.S. branch office of a major foreign bank, in either case, having (x) assets on its most recent audited balance sheet of at least \$10,000,000,000 and (y) a rating for its senior long-term unsecured debt obligations of at least (A) “A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (B) “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” means a certificate and any and all other environmental attributes associated with the energy or otherwise produced by the Shared Clean Energy Facility which satisfy the Renewable Portfolio Standards (“RPS”) under Section 16-245a of the General Statutes as a Class I renewable energy source under Section 16-1 of the General Statutes, and shall represent title to and claim over all environmental attributes associated with the specified MWh of generation from such RPS Class I renewable energy source;

“Request for Proposals” or “RFP” means the solicitation dated February 1, 2017 for the bidding process under which DEEP selects the Shared Clean Energy Facilities participating in the Pilot Program;

“Security Deposit” means any payment of money given to a Subscriber Organization or its Agent by a Subscriber in order to protect the Subscriber Organization against nonpayment of future subscription fees, but does not include escrowed prepaid Subscription Fees;

“Selected Bidder” means a winning Bidder selected by DEEP to participate in the Pilot Program;

“Shared Clean Energy Facility” is defined by Section 1 of the Act;

“Subscriber” is defined by Section 1 of the Act and is not limited to any one class of retail end use customer and must have a vested interest in a Shared Clean Energy Facility through payment of a Subscription Fee;

“Subscriber Agreement” means the contract made and entered into by and between a Subscriber Organization and a Customer for a Subscription that must, at a minimum, incorporate the terms relating to consumer protections outlined in Appendix C and be consistent with the disclosures outlined in Appendix C;

“Subscriber Agreement Summary Form” means a summary of required disclosures and other material terms and conditions of a Subscriber Agreement on a form approved by DEEP for use by the Subscriber Organization;

“Subscriber Organization” is defined by Section 1 of the Act;

“Subscription” is defined by Section 1 of the Act;

“Subscribed Energy” means energy and RECs associated with subscribed output of a Shared Clean Energy Facility, which shall be measured as the percentage of the estimated annual output from the Shared Clean Energy Facility that the Subscriber Organization has corresponding Subscribers to offtake such percentage under a Subscriber Agreement;

“Subscription Fee” means the amount of money charged to a Subscriber for participating in a Shared Clean Energy Facility through a Fixed Purchase Arrangement or a Monthly Payment Arrangement, as set forth by the associated Subscriber Agreement, consistent with the requirements of Section 3.8.1 of the RFP;

“Tariff” means the tariff filed by Eversource Energy (“Eversource”) in PURA Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend its Rate Schedules, or The United Illuminating Company (“UI”) in PURA Docket No. 13-01-19, Application of The United Illuminating Company to Increase Rates and Charges, whichever is applicable to the Subscriber, and as amended by the requirements of this RFP and approved by PURA, which incorporates the requirements for the Pilot Program established in this RFP and includes an Enrollment Form for specific Selected Bidders and other Terms and Conditions;

“Terms and Conditions” means the Terms and Conditions provided in the Tariff and shall apply to the Pilot Program; and

“Unsubscribed Energy” means the energy and RECs associated with the output of a Shared Clean Energy Facility that remains unassigned under any Subscriber Agreement.

2.2. Call for Proposals

DEEP is seeking Proposals from Subscriber Organizations to develop one or more Shared Clean Energy Facilities, in fulfillment of the requirements of the Act and to meet the policy goals outlined in DEEP’s 2014 Integrated Resources Plan and 2013 Comprehensive Energy Strategy, including expanding access for Connecticut ratepayers to clean energy resources in a transparent and cost effective manner that benefits all ratepayers.

2.3. Legal Requirements

Pursuant to the Act, any Shared Clean Energy Facilities selected by DEEP under this Pilot Program may not exceed 4 MW in the aggregate in the service territory of Eversource and 2 MW in the aggregate in the service territory of UI.

2.4. Process

Below is a schedule for the RFP process:

ACTION	TIMELINE
DEEP releases draft RFP	February 1, 2017
Technical meeting	February 14, 2017
Written comments due	February 23, 2017
DEEP releases final RFP for bid	March 2, 2017
EDCs submit conforming Tariff to PURA	March 2, 2017
Bidders' conference	March 14, 2017
Deadline for submitting written questions to DEEP	March 15, 2017
Deadline for DEEP to post responses to questions on DEEP's website	March 22, 2017
Bid due date	April 3, 2017
DEEP selects winning bidders	No later than June 1, 2017
PURA issues a final decision on the Purchase Prices	Spring/Summer 2017

Shared Clean Energy Facilities selected by DEEP to participate in the Pilot Program must agree to the Terms and Conditions established by this RFP, which have been incorporated into the Tariff, Enrollment Form, and Terms and Conditions. The EDCs will submit the Tariff, Enrollment Form, and Terms and Conditions to PURA for approval at the same time that DEEP issues the final RFP for bid. Under the Act, any Tariff under the Pilot Program is subject to review and approval by PURA.

Bidders will be notified by DEEP whether or not they have been selected to participate as a Subscriber Organization in the Pilot Program. Selected Bidders will be required to submit an

Enrollment Form under the filed Tariff with the EDC and certify their compliance with the Tariff, including the Terms and Conditions contained therein. DEEP will also submit the Selected Bidders and the associated Purchase Prices to PURA for approval. Selected Bidders will also be required to enter into Subscriber Agreements with Subscribers that contain, at a minimum, the terms relating to consumer protections and make the disclosures to Subscribers and Prospective Subscribers outlined in Appendix C.

The EDCs' obligations to purchase any output from a Shared Clean Energy Facility pursuant to Section 3.4 and provide financial Credits to Subscribers or a Subscriber Organization pursuant to Section 3.1 are conditioned upon approval of the Tariff and associated cost recovery by PURA.

2.5. Security

Selected Bidders will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is \$20 per kW (AC) of the proposed nameplate capacity of the facility. The Development Period Security must be provided to the EDC no later than fifteen (15) days following PURA's approval of the Purchase Price(s) filed by DEEP. Development Period Security will be returned to the Subscriber Organization thirty (30) days after the later of: (i) the EDC verifies that the Facility has achieved commercial operation, or (ii) the EDC's receipt of the full amount of Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security).

No more than thirty days after the facility achieves commercial operation, the Selected Bidder will be required to provide Operating Period Security in an amount equal to the ACP multiplied by 50% 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. The Bidder may convert Development Period Security to Operating Period Security.

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Bidder must replenish such security within ten (10) business days.

Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such Operating Period 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. BID REQUIREMENTS

In order for a Proposal to qualify for Stage Two of the evaluation process detailed under Section 5.3, it must satisfy the requirements described in this Section. These requirements are designed to ensure that proposed projects comply with the requirements of this RFP, satisfy any relevant statutory criteria under the Act, and meet minimum standards demonstrating project viability.

3.1. Proposal Structure

The only credit structure allowed in this solicitation is the EDC-Managed Credit Structure.

Under the EDC-Managed Credit Structure, the EDC delivers the monetary Credit to a Subscriber on a monthly basis through the Subscriber's electric bill with such EDC. The Subscriber Organization is responsible for providing information to the EDC no later than one hundred twenty (120) days prior to the In-Service Date of the Shared Clean Energy Facility. The Subscriber Organization must use the form in Appendix 2 of the Enrollment Form, and provide the names, addresses, customer account number, and historic average annual electric use for each Subscriber participating in the Shared Clean Energy Facility, along with the fixed allocation percentage to be paid to each Subscriber in the form of a Credit. The EDC will credit the Subscriber based on the Subscriber's share of the actual Delivery from the Shared Clean Energy Facility at the Purchase Price described in Section 3.4. The billing Credit each month is based on the Credit value on a cents/kwh basis times the solar production purchased by the customer that month. The agreed upon value of the Credit is predetermined by the Subscriber Agreement between the Subscriber and the Subscription Organization and will not change each month. The amount of production purchased by the Subscriber is also agreed upon in the Subscriber Agreement. However, the total dollar amount of the Credit will vary each month as the production will vary.

A Subscriber Organization must provide fifteen (15) days prior notice in writing, using Appendix 3 of the Enrollment Form, of any revisions to such list for the Term of the Tariff, including, but not limited to, additions to or terminations of Subscriptions. All additions and terminations will take effect during the next billing cycle.

Proposals must also provide a description and explanation of all payments between subscriber and the subscriber organization.

3.2. Eligible Projects

A Shared Clean Energy Facility must be new and must begin service consistent with Section 3.2.2. Projects already under construction at the time of this RFP release are specifically excluded from the Pilot Program.

A Shared Clean Energy Facility may use federal subsidies, incentives, or tax breaks. However, a Proposal will not be eligible under this RFP if it receives any Connecticut ratepayer-funded incentives or subsidies, including but not limited to, net metering, virtual net metering, LREC/ZREC contracts, and direct incentives from the Connecticut Green Bank or the Conservation and Loan Management Program.

A Shared Clean Energy Facility is authorized to use loans or interest rate buydowns from the Connecticut Green Bank or the Conservation and Load Management Program.

3.2.1. *Project Size*

A Shared Clean Energy Facility must have a nameplate capacity rating of at least 100 kW (AC) and no greater than 2,000 kW (AC).

If the final as-built size of the Shared Clean Energy Facility exceeds the proposed nameplate capacity rating plus 5%, the EDC's purchase obligation shall be reduced from 100% of the Shared Clean Energy Facility to a buyer's percentage entitlement equal to the proposed nameplate capacity divided by the final as-built size of the Shared Clean Energy Facility. In such event, any energy and RECs not associated with the buyer's percentage entitlement shall not be Delivered to the EDC, but rather shall remain the property of the Subscriber Organization.

3.2.2. *In-Service Date*

A Bidder must include a Guaranteed In-Service Date, provided a Shared Clean Energy Facility must begin service: (1) after the date of PURA's final approval of the Purchase Price approved by DEEP through the RFP process; and (2) no later than July 1, 2020.

If the Shared Clean Energy Facility is not In-Service within twelve (12) months after the Guaranteed In-Service Date, the Shared Clean Energy Facility will no longer be eligible for the Tariff, unless, prior to twelve (12) months after the Guaranteed In-Service Date, the Subscriber Organization: (1) provides notice to the EDC of the potential Subscriber Organization default, (2) requests suspension of the ineligibility under the Tariff, and (3) posts additional Development Period Security in an amount equal to \$20 per kW (AC) of the proposed nameplate capacity of the Shared Clean Energy Facility (i.e., a Subscriber Organization must increase the amount of posted Development Period Security by 100 percent). If the Subscriber Organization provides such notice and additional Security by such date, the Subscriber Organization shall have an additional six (6) months to cure such Subscriber Organization default. If the Subscriber Organization does not cure such Subscriber Organization default within the six (6) additional months, the Shared Clean Energy Facility will become ineligible for the Tariff.

If the Shared Clean Energy Facility 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.

3.3. Term

Pursuant to the Act, service under the Tariff under the Pilot Program shall not exceed twenty (20) years. The term of service under the Tariff shall begin on the earlier of the Guaranteed In-Service Date or actual In-Service Date of the Shared Clean Energy Facility, even if the actual in-service date is extended pursuant to Section 3.2.2. Bidders are encouraged to make their own determination as to the product Delivery term that best fits their individual needs.

3.4. Purchase Obligation and Price

3.4.1. Purchases of Subscribed Energy

Pursuant to the Act, the EDC shall purchase the Delivered Subscribed Energy, inclusive of Prepaid RECs, from a Selected Bidder's Shared Clean Energy Facility at the price(s) bid by Bidder, and accepted by DEEP, for bundled energy and RECs (the "Purchase Price"), which Purchase Price shall be approved by PURA. An EDC's obligation to purchase the Delivered output from the Shared Clean Energy Facility is contingent upon the Subscriber Organization complying with the terms of this RFP. Upon Delivery, ownership of the RECs and energy shall transfer to the EDCs.

The Subscribed Delivered output will be paid for as a Credit at the Purchase Price amount delivered to Subscribers.

A Subscriber Organization must have Subscribers sufficient to meet the estimated annual kWh output of the Shared Clean Energy Facility based on the historic annual energy use of the Subscribers. A Subscriber Organization will only receive the Purchase Price for the subscribed, Delivered output through Subscribers.

3.4.2. Bidding of Purchase Prices

Bidders may not include a Purchase Price that exceeds \$0.17/kWh. Purchase Prices must be provided for each year of the Tariff Term, and Purchase Prices may be the same each year or change over time. Purchase Prices must be bid on a fixed dollar per megawatt-hour (\$/MWh) basis for energy and RECs on a monthly basis over the Tariff Term. Purchase Prices may include a fuel adjustment clause, as applicable to the generation resource of the Shared Clean Energy Facility.

Proposed Purchase Prices may not 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 or receipt or continuation for any period of any other tax treatment or government grant or subsidy.

Bidders may submit no more than three pricing proposals with different Purchase Prices based on different Tariff Terms under Section 3.3. Bidders should indicate whether the Shared Clean

Energy Facility size (in MW) is scalable downward, and to what degree, at the same Purchase Price.

3.4.3. Purchases of Unsubscribed Energy

Compensation for all Unsubscribed Energy Delivered by the Shared Clean Energy Facility shall be paid at the Market Price. This pricing mechanism is intended to provide a clear incentive for the Subscriber Organization to maximize subscriptions and minimize excess energy being sold to the EDCs at above-market prices.

3.4.4. 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 Shared Clean Energy Facility'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.

3.4.5. Delivery of RECs

The 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 Shared Clean Energy Facility 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 the NEPOOL GIS. An EDC's obligation to purchase the Delivered output from the Shared Clean Energy Facility is contingent upon the Subscriber Organization complying with the terms of this RFP.

3.4.6. Reimbursement for Failure to Deliver RECs

If the Shared Clean Energy Facility 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 monthly payment(s) to be made to the Subscriber Organization (but not from the

next monthly payment(s) to be made to Subscribers); (2) second, billing the Subscriber Organization the ACP multiplied by the quantity of Prepaid RECs not Delivered; and (3) finally, if (1) or (2) do 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.

3.4.7. Payment for Exceeding Maximum Hourly Purchase Amount

Any Delivered Energy above the Maximum Hourly Purchase Amount will be paid directly to the Subscriber Organization at the Market Price. Any payments made directly to the Subscriber Organization will be made by electronic funds transfer, or by other mutually agreed upon method(s) by the end of the month following the month of Delivery.

3.4.8. Payment Reduction or Reimbursement for Failure to Meet LMI Requirements

Failure to meet the LMI requirements established in Section 3.8 will result in any such Delivered Energy and Prepaid RECs to be treated as Unsubscribed Energy. A deficiency charge will be assessed to the Subscriber Organization equal to the amount (if positive) by which the Purchase Price exceeds the Market Price. Such deficiency charge shall be paid for: (1) by billing the Subscriber Organization the deficiency charge; and, (2) if (1) does not result in timely payment, by drawing down on the Operating Period Security.

The Subscriber Organization may not reduce the Subscriber Credit under Section 3.8.2 at any point during the term of the Tariff because the Subscriber Organization received reduced payments or the assessment of a deficiency charge resulting from any of the above situations.

3.5. Eligible Bidder

3.5.1. Experience

A Bidder must demonstrate that it has a sufficient amount of relevant experience and expertise, as applicable, to successfully develop, finance, construct, operate, and maintain its Shared Clean Energy Facility and successfully fulfill its responsibilities as provided in a Proposal.

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; or
- b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets; or
- 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 financial means to finance the Shared Clean Energy Facility on the Bidder’s balance sheet).

Additional information can be found in Sections 3 and 4 of Appendix B.

3.5.2. Operation and Maintenance

Proposals must detail the operational parameters of the Shared Clean Energy Facility consistent with Section 5 of Appendix B.

Proposals must, also, include an energy resource plan for the Shared Clean Energy Facility consistent with Section 6 of Appendix B.

Finally, operation and maintenance plans should be addressed as outlined in Section 7 of Appendix B. The Subscriber Organization must agree to either: (i) be an ISO-NE “Market Participant” pursuant to the ISO-NE Rules performing all ISO-NE related obligations in connection with the Shared Clean Energy Facility, or (ii) have entered into an agreement with a Market Participant that shall perform all of the Subscriber Organization’s ISO-NE related obligations in connection with the Shared Clean Energy Facility.

3.6. Generation Site

The Bidder must attest that the generation site of the Shared Clean Energy Facility does not impact, in whole or in part, Prime Farmland, Historic Preservation Property, or Core Forest.

Projects located in these designated areas will not advance to Stage Two of the evaluation process, as described in Section 5 of the RFP.

The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species and significant natural communities based on the Natural Diversity Data Base. Projects that fail to meet this requirement will not advance to Stage Two of the evaluation process, as described in Section 5 of the RFP.

The Bidder must demonstrate control, or an unconditional right to acquire control, over the generation site included in the Proposal. In all cases, site control and property rights include all necessary leases, easements or development rights necessary to operate or develop the Shared Clean Energy Facility. In order to be considered to have site control, the Bidder must provide documentation showing one of the following: that they own the site or have a lease where such lease specifies that the lease has the right to modify the land and add structures, or easement with respect to the site on which the proposed project will be located for a period at least as long as the term accepted under this RFP; or have an unconditional option agreement to purchase or lease the site for such Term. Additional information on the generation site can be found in Section 8 of Appendix B.

Bidders must also address any regulatory issues associated with project siting, development, and operations consistent with Section 9 of Appendix B.

3.7. Technical Viability

A Bidder must demonstrate that the technology it proposes to use is technically viable. Technical viability may be demonstrated by showing that the technology is commercially available and has been used successfully as outlined in Section 10 of Appendix B.

The Bidder must demonstrate the financial viability of the Proposal, including the funding of development costs and the required Security under Section 2.5 and the ability to acquire the required equipment in the time frame proposed (see Appendix B).

3.8. Subscribers

Each Shared Clean Energy Facility 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. A Subscriber may only have one subscription per meter to one Shared Clean Energy Facility with one Subscriber Organization under this Pilot Program.

A Subscriber Organization must inform DEEP when the output of the Shared Clean Energy Facility is fully subscribed and it begins a wait list pursuant to Appendix C.

Bidders must include a method to obtain, and maintain for the life of the term accepted in the RFP process, a Subscriber base with at least 20% of the estimated annual output of the Shared Clean Energy Facility is utilized by LMI Subscribers. Bidders must also include a method for determining whether a Customer or a Master-metered Multi-unit Building meets the LMI criteria. Such 20% may only be subscribed to LMI Subscribers and any output below such percentage without LMI Subscribers shall be treated as Unsubscribed Energy under Section 3.4.

A Subscriber may not have a Subscription that exceeds 40% of the estimated annual output of the Shared Clean Energy Facility based on the historic average annual electric use of such Subscriber.

Subscriptions by commercial and/or industrial Customers may not exceed 60% of the estimated annual output of the Shared Clean Energy Facility in the aggregate. The Subscriber Organization must maintain Subscribed Energy for at least 50% of the estimated annual output of the Shared Clean Energy Facility. In a given month, if a Subscriber Organization falls below such percentage of the estimated annual output, the Subscriber Organization must inform DEEP within thirty (30) days. If the Subscriber Organization fails to maintain such percentage for twelve consecutive months, it will be subject to default under the Terms and Conditions of the Tariff.

3.8.1. Subscription Method

Bidders must provide a detailed explanation of how it will obtain Subscribers for a Shared Clean Energy Facility for the length of the term under the Tariff, including all marketing materials, forms, and other communications to Prospective Subscribers.

The Subscription shall be a financial payment by the Subscriber and in return the Subscriber receives a Credit on the Subscriber's monthly utility bill. Said payment can be in the form of a one-time payment through a Fixed Purchase Arrangement or can be spread over monthly payments for a specified number of years through a Monthly Payment Arrangement, as explained in more detail in Appendix D.

Such explanation must include, but is not limited to: how a Subscriber can join to participate in a Shared Clean Energy Facility; when such participation begins (i.e. when a Subscriber receives a Credit) after joining; all fees associated with becoming a Subscriber, including monthly fees, one-time fees, and contingency fees (i.e., termination fees and nonpayment fees) that will be used for the entire term under the Tariff, and any Security Deposit, consistent with Appendix C; and the Credit a Subscriber may expect based on different levels of participation, different fees, or different percentages of the estimated annual output from the Shared Clean Energy Facility. The Subscription Method must comply with the Consumer Protection requirements established in Appendix C. A Subscriber may not subscribe for an amount that exceeds 100% of the individual Subscriber's historic average annual electric use or a reasonable estimate for a Subscriber with less than twelve (12) months of electric use. A Subscriber Organization may not collect any money from Subscribers until it is a Selected Bidder by DEEP under this RFP.

For the purposes of the LMI requirements established in Section 3.8, if a Subscription under a Fixed Purchase Arrangement is transferred consistent with Section 6.g of Appendix C, the Subscription shall be treated as LMI or non-LMI based on the initial Subscriber who entered into the arrangement for the term of such arrangement.

Further information about the role of the Subscriber Organization, EDCs, and Subscribers can be found in Appendix D.

3.9. Subscriber Agreement

A Subscriber Organization must include in its Proposal the material terms of its Subscriber Agreement entered into between the Subscriber Organization and the Subscriber.

3.10. Proposal Certification

Bidders are required to sign the Proposal Certification Form in the Certification, Project and Pricing Data form (“CPPD”) in Appendix B verifying that the price(s), including but not limited to the Purchase Prices, the Subscriber Credits, terms, and conditions of the Proposal are valid for at least two hundred and seventy (270) days following submission. Only an officer or other duly authorized representative of the Bidder may sign the Proposal Certification Form.

4. SUBMISSION

All communications regarding this RFP must be submitted via email to the address below. Prospective Bidders may submit written questions pertaining to the solicitation. DEEP is under no obligation to answer any question submitted after the deadline provided in the schedule set forth in Section 2.4 of this RFP (“Schedule”). The Department will endeavor to publish written responses to questions on a rolling basis, but will not post any responses after the deadline provided in the Schedule. All questions must be submitted to DEEP.EnergyBureau@ct.gov no later than March 15, 2017. All responses to the questions will be published on DEEP’s website for all participants to view.

4.1. Proposal Submission Deadline

Proposals must be submitted by April 3, 2017 at 12:00 P.M. EPT (noon).

Proposals received by DEEP after the deadline will be rejected.

Bidders must submit a Proposal in its entirety and may not simply refer back to a proposal submitted in response to the July 1, 2016 RFP issued in this proceeding.

4.2. Submission Requirements

Bidders must submit **one CD ROM copy** of a Public Version of each Proposal (as discussed in Section 4.2.1), and shall also **submit four separate CD ROM copies and two hard copies** of a Confidential Version of each Proposal (as discussed in Section 4.2.2) to:

Debra Morrell
Connecticut Department of Energy and Environmental Protection
10 Franklin Square

New Britain, CT 06051

Bidders must also submit one separate CD ROM copy of a Confidential Version of each Proposal (as discussed in Section 4.2.2) to the following entities in order to assist DEEP in its evaluation of the Proposal consistent with Section 5.3.2, including but not limited to the Proposal's impact on the distribution system and the EDCs' program administration:

Eversource Energy:

Eversource Energy
107 Selden Street
Berlin, CT 06037
Attn: Tim Honan (NUE1)

The United Illuminating Company:

The United Illuminating Company
180 Marsh Hill Road
Orange, CT 06477-3629
Attn: Alan Trotta
MS 1-16F

Each Proposal shall contain the full name and business address of the Bidder and Bidder's contact person and shall be signed by an authorized officer or duly authorized representative of the Bidder. Bidders must sign the original proposal and include copies of the signature page with the bids. The name of the Shared Clean Energy Facility submitted in this RFP will need to match the name used in the NEPOOL-GIS system exactly. PURA will need to qualify and match to the GIS system.

4.2.1. Public Versions

Each Proposal must be submitted publicly, with confidential information, as discussed in Section 4.2.3, redacted at the Bidder's option, to DEEP ("Public Version"). The full name and business address of the Bidder must be included in the Public Version of the Proposal(s). This Public Version will be posted on DEEP's publicly available [Energy Filings](#) website shortly after

the bid submittal deadline. The CD title should include the words “Public Version” to alert DEEP as to which version will be publicly posted. The public proposals must be complete in all respects other than the redaction of Confidential Information. Complete proposals must include a properly completed Certification, Project and Pricing Data (“CPPD”) Form, as described in Appendix B, although at the Bidder’s option the CPPD submitted as part of the Public Version may be a PDF instead of a working Excel file if the bidder submits the un-redacted CPPD form as a working Excel file with the Confidential Version of the Proposal, as described in Section 4.2.2. If there is conflicting information between the information in the CPPD and information in other forms, the information in the CPPD will be used in the evaluation. Information elsewhere in the bid cannot be used to modify or qualify any information in the CPPD and will not be removed once posted.

DEEP will not redact the public versions of proposals. Anything submitted in the Public Version will be made AVAILABLE TO THE PUBLIC.

4.2.2. Confidential Versions

If a Bidder elects to redact any confidential information in the Public Version of its Proposal(s), it must also submit an un-redacted, complete version of the Proposal(s) to DEEP and the EDCs (“Confidential Version”). The Confidential Version of a Proposal must include the CPPD forms as a working Excel file, with all required information included. The Confidential Version of Proposals will be treated as confidential and sensitive information by DEEP, subject to the treatment of Confidential Information discussed in Section 4.2.3.

4.2.3. Confidential Information

DEEP and the EDCs will afford due regard to the Bidder’s request for the protection of confidential information which DEEP and the EDCs receive.

However, from the perspective of DEEP, all materials associated with the Proposal are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) in Sections 1-220 et seq. of the Connecticut General Statutes and all corresponding rules, regulations and interpretations. This law generally requires the disclosure of material in the possession of the State upon request of any citizen, unless the material is specifically exempt from disclosure.

In making such a request, Bidders must clearly identify all confidential information, including pricing. Only legitimate non-public proprietary or sensitive information may be considered confidential, and bidders should not designate any portions of their proposal confidential that do not merit confidential treatment. In making such a request, the Bidder may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Bidder believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA.

DEEP may seek permission from Bidders to share Proposals, including Confidential Information, with other individuals or entities, other than the EDCs, as part of the evaluation process detailed in Section 5. In all such cases, DEEP would work with Bidders on developing appropriate means to protect and limit disclosure of confidential information. If Confidential Information is sought in any regulatory or judicial inquiry or proceeding or pursuant to a request for information by a government agency with supervisory authority over any of the EDCs, reasonable steps shall be taken to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and Bidders shall be informed that the Confidential Information is being sought. The Bidder shall be responsible for filing, submitting, and/or providing to the EDCs for such filing or submission, any motions or other pleadings (including associated affidavits, etc.) for protective orders or other relief to justify withholding the Confidential Information.

If the Bidder indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DEEP will endeavor to keep said information confidential to the extent permitted by law. DEEP, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Bidder shall have the burden of establishing the availability of any FOIA exemption in any

proceeding where it is an issue. In no event shall DEEP or the State have any liability for the disclosure of any documents or information in its possession which DEEP believes are required to be disclosed pursuant to the FOIA or other requirements of law.

In the event confidential information is submitted to DEEP and confidential treatment is not afforded, the entities and individuals at DEEP shall not be held responsible. DEEP, as well as its employees, agents, and consultants, shall be held harmless for any release of Confidential Information as long as reasonable efforts to protect the information have been followed. In any event, DEEP, as well as its employees, agents, and consultants, shall be held harmless for any release of confidential information made available through any public source by any other party.

All information for winning bidders, including confidential information, will be released and become public one hundred eighty (180) days after the Purchase Price(s) have been approved by all relevant regulatory authorities, unless otherwise ordered by PURA. If a Selected Bidder would like protective treatment of any Confidential Information upon DEEP's submission of the Purchase Price(s) to PURA for approval, it shall be the responsibility of the Selected Bidder to prepare any necessary motions, affidavits, or other relevant documents to request such protective treatment. All Confidential Information, including that of losing bidders but with identifying information blacked out, may be made public and used by DEEP in future policy decisions or the report to the General Assembly as required by the Act, including pricing information.

4.3. Organization of Proposal

Bidders are required to organize their proposal consistent with the Submission Instructions in Appendix B and the consumer protection requirements outlined in Appendix C. The organization and contents of the proposal should be organized as follows:

- 1) Executive Summary of the Proposal consistent with Sections 3.1 and 3.2
- 2) Certification, Project and Pricing-Credit Data (CPPD) Form, including:
 - (a) Project Size consistent with Section 3.2.1
 - (b) In-Service Date consistent with Section 3.2.2

- (c) Term consistent with Section 3.3
 - (d) Purchase Price consistent with Section 3.4.2
 - (e) Attestation that the generation site of the Shared Clean Energy Facility does not impact, in whole or in part, Prime Farmland, Historic Preservation Property, or Core Forest consistent with Section 3.6
 - (f) Proposal Certification required by Section 3.10
- 3) Financial Experience consistent with Section 3.5.1
 - 4) Project Management Experience consistent with Section 3.5.1
 - 5) Operational Parameters consistent with Section 3.5.2
 - 6) Energy Resource Plan consistent with Section 3.5.2
 - 7) Operation and Maintenance consistent with Section 3.5.2
 - 8) Generation Site consistent with Section 3.6
 - 9) Permit Acquisition Plan and Class I Certification consistent with Section 3.6
 - 10) Technical Viability consistent with Section 3.7
 - 11) Subscribers and Subscriber Agreement consistent with Sections 3.8 and 3.9
 - 12) Qualitative Evaluation consistent with Section 5.3.2.

4.4. Proposal Completeness

Bidders must follow the instructions provided in Appendix B and provide complete responses. Bidders are required to provide the information specified in each section of the CPPD. If any of the information requested is inconsistent with the type of technology or product proposed, the Bidder should include "N/A" and describe the basis for this determination. If a Bidder does not have the information requested in the bid forms and cannot obtain access to the information prior to the bid submittal due date, the Bidder should provide an appropriate explanation.

The Bidder is also required to include in its Proposal the material terms of its Subscriber Agreement entered into between the Subscriber Organization and the Subscriber, consistent with Section 3.9 of this RFP.

Section 6 of Appendix C contains the required contract terms and disclosures a Selected Bidder must have in any Subscriber Agreement.

4.5. Updates to Proposal

After Proposal submissions, a Bidder may provide new information to DEEP, e.g., the status of obtaining permits and financing, about the Proposal that was not available at the time of Proposal submission. These updates are for informational purposes only and will not be treated as a change or revision to the terms of the Bidder's Proposal by the Department. Bidders are not permitted to submit substantive revisions to their Proposals, such as changes in pricing, specifications in the size or operation of the project, etc.

4.6. Questions from Bidders

Prospective Bidders are encouraged to submit questions about this RFP to DEEP on or before the deadline for submission of questions listed in the Schedule in Section 2.4. The Department will answer questions submitted by that deadline by posting such answers on DEEP's [Energy Filings](#) website.

4.7. Appendices

All Bidders shall sign and submit the relevant attached Appendices with their bids. A Proposal will be considered incomplete unless all required Appendices are signed and submitted with the Proposal.

4.8. Bidder Certification

An authorized officer or other duly authorized representative of a Bidder is required to certify by its submission of its Proposal that:

1. The Bidder has reviewed this RFP and has investigated and informed itself with respect to all matters pertinent to this RFP and its proposal;
2. The Bidder's Proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws;
3. The Bidder is bidding independently and has no knowledge of non-public information associated with a Proposal being submitted by another party in response to this RFP other than: (1) a response submitted (a) by an affiliate of Bidder or (b) for a project

where Bidder is also a project proponent or participant, which in each case must be disclosed in writing to DEEP with each such Bidder's or affiliated Bidder's proposal; or (2) a submission of multiple bids for the same Shared Clean Energy Facility.

4. The developer has no knowledge of any non-public information associated with the development of this RFP; and
5. The Bidder's proposal has not been developed utilizing knowledge of any non-public information associated with the development of this RFP.

Violation of any of the above requirements will disqualify the Bidder from the solicitation described in this RFP and may be reported to the appropriate government authorities. Bidders are required to complete the Certification in the CPPD form as part of the requirements in Appendix B.

4.9. Changes or Cancellations

The terms and conditions of this RFP may, at any time, be changed, postponed, withdrawn and/or canceled, including any requirement, term or condition of this RFP, any and all of which shall be without any liability to DEEP. Any changes to or cancellations of this RFP will be posted on DEEP's [Energy Filings](#) website.

4.10. Preparation of Proposals

Each Bidder shall have sole responsibility for carefully reviewing this RFP and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal. Bidders should rely on information provided in this RFP when preparing their Proposals. Each Bidder shall be solely responsible for and shall bear all of its costs incurred in the preparation of its Proposal and/or its participation in this RFP.

4.11. Requests for Additional Information

Following the submission of Proposals, the Department may request clarification and additional information from Bidders at any time during the evaluation process. Bidders who do not respond promptly to such information requests or do not provide adequate information may be

eliminated from further consideration or have the information in their Proposals modified by the Department to produce a reasonable and appropriate evaluation.

4.12. Limitation of Liability

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or cotenancy relationship among DEEP or its employees, or any other individuals or entities involved in the development or administration of this RFP (collectively, the “RFP Parties”), nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of the applicable RFP Parties. None of the RFP Parties shall be liable for any act or omission of any other RFP Party. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third-party beneficiaries hereunder. In no event will an RFP Party be liable to any person for special, incidental, punitive, exemplary, indirect or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

5. EVALUATION AND SELECTION PROCESS

5.1. Overview

The purpose of this procurement is to increase access for electric customers to clean energy resources in a cost effective and transparent manner that limits the impact on non-participating ratepayers.

Once Proposals are received, the Proposals will be subject to a review, evaluation and selection process. The first stage (“Stage One”) consists of a review of whether the Proposals satisfy specified eligibility, threshold and other minimum requirements set forth in Section 3 of this RFP. The second stage (“Stage Two”) consists of quantitative and qualitative evaluation of Proposals that pass the Stage One review, as described in Section 5.3 of this RFP.

5.2. Stage One

Proposals that do not satisfy the Stage One requirements may be disqualified from further review and evaluation.

In order to move beyond Stage One, a Proposal must meet the threshold requirements in Bid Requirements Sections 3.1 through 3.11 and the Proposal Completeness requirements in Section 4.4.

5.3. Stage Two

Proposals that meet the requirements of the Stage One review will be subject to a Quantitative Evaluation and Qualitative Evaluation.

5.3.1. *Quantitative Evaluation*

Proposals that proceed to the Quantitative Evaluation will be evaluated based on the following:

Direct price benefits will be evaluated using a mark-to-market comparison of the Purchase Prices, including any direct payment price for energy and/or RECs to the Subscriber Organization and all Credits paid to the Subscribers either by the EDC to the projected market prices at the delivery point. The Quantitative Evaluation will use a multi-year net present value analysis to rank all projects that pass the initial screening in Section 5.2. The metric used for ranking bids will be the net present value of the net savings on a \$/MWh basis.

The Shared Clean Energy Facility production profile provided by the Bidder will be evaluated for reasonableness. It is the Bidder's responsibility to support the basis for all estimates and underlying assumptions. DEEP reserves the right to modify any Bidder production profile or estimated cost (i.e., use a different profile or estimated cost from that provided by the Bidder) or any other estimate in order to produce a reasonable and appropriate evaluation.

5.3.2. *Qualitative Evaluation*

The Qualitative Evaluation will consist of the factors deemed important by DEEP and will be weighed against the Quantitative Evaluation metrics. For example, higher priced bids may rank higher based on positive Qualitative Evaluation metrics. Bidders should include information relating to other direct and indirect benefits consistent with Section 12 of Appendix B. The purpose of such criteria is to permit evaluation of Connecticut-specific factors, including reliability, economic and environmental impacts. Such factors include:

- Low- to Moderate-Income Subscribers: the extent to which the Proposal reaches low- to moderate-income subscribers, beyond the Subscriber requirements in Section 3.8, while also taking consumer protections into consideration; and the extent to which the Credit benefit is delivered directly to the LMI utility account holder.
- Impact on Subscribers: the costs and benefits to Subscribers for participating and ending participation in the Subscription Method under Section 3.8.1, including but not limited to, fees charged to Subscribers and the Credits a Subscriber will receive.
- Consumer Protections: the extent to which the Proposal includes consumer protections beyond those mandated by Appendix C.
- Environmental Impacts: the effect the development and/or operation of the Shared Clean Energy Facility has upon the land, forests, farmland, wetlands, animals, the site during development, transportation infrastructure, air quality, greenhouse gas emissions, access to water and water quality, ecological and natural resources, land use, cultural resources, noise level, and aesthetic/visual. Projects will be ranked more favorably for the positive re-use of sites with limited development opportunities, like brownfields and landfills.²
- Distribution System Impacts: the positive and negative impacts that the Shared Clean Energy Facility has on the distribution system based on the location of the facility. Bidders may use the publicly posted maps for the applicable EDC territory, with the red substations as the most desirable, the yellow substations as desirable, and the green or blue substations as the least desirable.³

² DEEP maintains an inventory of active landfills, capped landfills and brownfields in Connecticut. DEEP does not charge a permit application fee for such sites. DEEP maintains a website, "Siting Clean Energy on Connecticut Brownfields," which includes further information about such sites for clean energy developers. See <http://www.ct.gov/deep/cwp/view.asp?a=2715&q=552764>

³ Eversource's map is available on Slide 6 here:

[http://www.dpuc.state.ct.us/DEEPEnergy.nsf/c6c6d525f7cdd1168525797d0047c5bf/5a010b1e51f53a3485257ed500643511/\\$FILE/Eversource%20Energy%20100515.pdf](http://www.dpuc.state.ct.us/DEEPEnergy.nsf/c6c6d525f7cdd1168525797d0047c5bf/5a010b1e51f53a3485257ed500643511/$FILE/Eversource%20Energy%20100515.pdf). UI's map is available on Slide 7 here:

[http://www.dpuc.state.ct.us/DEEPEnergy.nsf/c6c6d525f7cdd1168525797d0047c5bf/5a010b1e51f53a3485257ed500643511/\\$FILE/UI%20Holdings%20100515.pdf](http://www.dpuc.state.ct.us/DEEPEnergy.nsf/c6c6d525f7cdd1168525797d0047c5bf/5a010b1e51f53a3485257ed500643511/$FILE/UI%20Holdings%20100515.pdf). These maps were developed for informational purposes only at

the request of DEEP. Desirable locations do not necessarily mean that the cost or complexity of interconnections, or market pricing will be less costly or complex than other locations. Bidders using these maps must be aware of the limitations of all assumptions used to develop the maps and make prudent decisions based on all available information and sound business judgment. Any Selected Bidders must proceed through the interconnection procedures.

- **Experience and Viability**: the extent of experience a Subscriber Organization has in managing or developing a similarly-situated Shared Clean Energy Facility and the likelihood that the Proposal will be successfully operational for the term accepted in the RFP.
- **Project Diversity**: the extent to which the business model of the Subscriber Organization and generation technology of the Shared Clean Energy Facility in the Proposal contributes to the diversity of pilot program implementation mechanisms.
- **Impact on EDCs and Regulatory Agencies**: the extent to which the business model requires additional costs to the EDCs or regulatory agencies.
- **Timing**: the extent to which a Proposal can attain an in-service date prior to July 1, 2020 in order to quickly implement and learn from the Pilot Program.
- **Other Impacts**: the extent to which a Proposal has additional positive or negative impacts, including but not limited to, economic development.

6. TARIFFS AND REGULATORY APPROVAL

Shared Clean Energy Facilities selected by DEEP to participate in the Pilot Program must agree to the terms and conditions established by this RFP, which will be incorporated into the Terms and Conditions of a Tariff. Upon its selection of winning Bidders under this RFP, the Subscriber Organization will be required to complete an Enrollment Form and file an affidavit certifying the Subscriber Organization will comply with the Tariff, including the terms and conditions established by this RFP and its appendices and any relevant pricing established during DEEP's selection process with PURA for approval. Bidders will be notified by DEEP whether or not they have been selected to participate as a Subscriber Organization in the Pilot Program. Upon approval from PURA, the Selected Bidder will be authorized to operate pursuant to the terms of the Tariff and Subscriber Agreement.

Selected Bidders will also be required to enter into Subscriber Agreements with Subscribers that contain the consumer protections and make the disclosures to Subscribers and Prospective Subscribers outlined in Appendix C.

6.1. Milestones

6.1.1. Subscriber Agreement and Other Documents

Within thirty (30) days of DEEP's selection, each Selected Bidder shall submit all marketing materials, forms, Subscriber Agreements, and other communications to Prospective Subscribers to DEEP for approval prior to using such documents with Prospective Subscribers. Such Subscriber Agreement must contain the minimum terms contained in this Section and comply with the Customer Protection Rules set forth in Appendix C. A submitted Subscriber Agreement may contain terms and conditions in addition to those set forth in this RFP, but DEEP reserves the right to reject any such terms and conditions included in a Proposal.

The Subscriber Agreement must include as its cover page a Subscriber Agreement Summary Form that the Subscriber Organization will complete and present to all Subscribers and prospective Subscribers prior to the execution of any Subscriber Agreement for a subscription to a Shared Clean Energy Facility. The Subscriber Agreement Summary Form must include, but is not limited to, the items identified in Section 7 of Appendix C. The Subscriber Agreement Summary Form must be approved by the Department before implementation. Said form shall be implemented in the exact format, including font size, as approved by DEEP, and shall contain no additional information on the page other than the information approved by DEEP.

6.1.2. Compliance Filings

Pursuant to the requirements of the Act, each Selected Bidder shall submit a report to the Energy & Technology Committee of the Connecticut General Assembly that includes, but is not limited to, information concerning the status of the Shared Clean Energy Facility, no later than one year after being selected and annually for two years thereafter.

A Selected Bidder shall be required to report the following information to DEEP:

- No later than three months after obtaining commercial operation and annually thereafter based on the time of the initial filing:
 - Detailed information on all Subscribers upon entering a Subscriber Agreement in the preceding year, including Subscriber's meter address, customer class, and historic average annual electric use upon entering into the Subscriber

Agreement; date of entry and exit from the Subscriber Organization (if applicable); Credit received; and Subscription Method, including but not limited to the payments made for a Subscription;

- Household income information upon entering the Subscriber Agreement, or other form of proof thereof, on all Subscribers or a tenant of a master-metered multi-unit building identified as LMI by the Subscriber Organization and how such Subscribers were qualified as LMI in the preceding year;
 - Detailed information on the termination fees charged or other damages collected from Subscribers for terminating the Subscriber Agreement in the preceding year, including but not limited to the amount charged, the number of Subscribers charged, how the fee was collected, whether such Subscribers were identified as LMI, the reason for termination of the Subscriber Agreement, and the rate class of such Subscribers.
 - All marketing materials used to solicit Prospective Subscribers in the preceding year, including but not limited to the website used by the Subscriber Organization;
 - The number of subscriptions, and kWhs associated with any such subscriptions, that were: (1) transferred to another Subscriber, or to another location with the same Subscriber; (2) terminated; or (3) downsized in the preceding year; and
 - A sworn affidavit that the Subscriber Organization has complied with the LMI Subscriber requirements detailed in Section 3.8 for each month in the preceding year.
- Notice that a Subscriber Organization has begun maintaining a wait list for Prospective Subscribers consistent with Appendix C no later than ten (10) days after beginning to maintain such wait list.

- Notice that a Subscriber Organization has failed to maintain the Subscriber percentage requirements in Section 3.8 in any given month at least thirty (30) days within failing to meet such requirement.

All Compliance Filings must be submitted electronically through DEEP's publicly available [Energy Filings](#) website in the proceeding named "Public Act 15-113 – Shared Clean Energy Facility Pilot Program." Selected Bidders may elect to submit a redacted compliance filing without Confidential Information on DEEP's publicly available website, so long as such Selected Bidder submits a separate un-redacted version to DEEP and follows the requirements for Confidential Information in Section 4.2.3. DEEP reserves the right to request from any Selected Bidder any information relevant to this RFP and the Pilot Program for the duration of the term accepted in the RFP process, which may be a one-time request or a request for information on a more regular basis (i.e. monthly).

APPENDIX A

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APPENDIX B
Proposal Submission Instructions

All proposals shall be submitted in accordance with Section 4 of the RFP. Proposals should be organized into the following Sections:

- 1) Executive Summary of the Proposal consistent with Sections 3.1 and 3.2
- 2) Certification, Project and Pricing-Credit Data (CPPD) Form, including:
 - a) Project Size consistent with Section 3.2.1
 - b) In-Service Date consistent with Section 3.2.2
 - c) Term consistent with Section 3.3
 - d) Purchase Price consistent with Section 3.4.2
 - e) Proposal Certification required by Section 3.10
- 3) Financial Experience consistent with Section 3.5.1
- 4) Project Management Experience consistent with Section 3.5.1
- 5) Operational Parameters consistent with Section 3.5.2
- 6) Energy Resource Plan consistent with Section 3.5.2
- 7) Operation and Maintenance consistent with Section 3.5.2
- 8) Generation Site consistent with Section 3.6
- 9) Permit Acquisition Plan and Class I Certification consistent with Section 3.6
- 10) Technical Viability consistent with Section 3.7
- 11) Subscribers consistent with Sections 3.8 and 3.9
- 12) Qualitative Evaluation consistent with Section 5.3.2

Directions for sections 1-12 are outlined below. Each section must be filled out in its entirety with all of the supporting information requested. If any section is not applicable it should be so stated with a full explanation.

1. EXECUTIVE SUMMARY OF THE PROPOSAL

The Bidder is required to provide an executive summary of the project proposal that includes a complete description of the proposed project consistent with the RFP, including the requirements in Section 3.1, whether the proposal meets the eligibility requirements in Section 3.2, and other factors the Bidder deems to be important.

2. CERTIFICATION, PROJECT AND PRICING-CREDIT DATA FORM

The Certification, Project and Pricing-Credit Data (“CPPD”) form is a Microsoft Excel workbook that is provided on the website at www.ct.gov/deep/energyfilings. The CPPD must be submitted as a working Microsoft Excel file. Parties may also submit a signed PDF in addition to the working Microsoft Excel file. The CPPD document has six parts, listed below. If the bidder provides information in other sections of its proposal that conflicts with the information provided in the CPPD, the CPPD shall be considered to contain the governing and binding information for both the evaluation and any resulting offer.⁴ The bidder may provide up to three different offers on terms and/or pricing (e.g., 10-year and 15-year) for the same facility, which should be submitted on a single CPPD.

- Part I Guidelines and Instructions for completing the spreadsheet.
- Part II Proposal Certification Form.
- Part III Bid and Contact Information
Information includes term, Credit delivery mechanism, and contact information.
- Part IV Project Summary Information
Information includes actual or expected Commercial Operation Date, size, output, dates, technology, location, delivery point, capacity factor, percentage entitlement, Maximum Hourly Purchase Amount and other technical information.
- Part V Expected Monthly and Annual Production
Information includes expected energy amounts by hour of day and month.
- Part VI Pricing Information
Information includes annual peak and off-peak contract energy by year and corresponding Purchase Prices for Energy and RECs, and alternative pricing. Information for up to three offers is available.
- Part VII ISO-NE Forward Capacity Market
Information includes whether the Shared Clean Energy Facility has capacity supply obligations.

⁴ One exception is that if operational information in Part VI of the CPPD conflicts with information elsewhere in the proposal or information otherwise known the energy production information in Part VI of the CPPD may be modified in conducting the price evaluation.

3. FINANCIAL EXPERIENCE

Bidders are required to demonstrate the financial viability of their proposed project. Bidders should provide the following information:

- 3.1. Provide a description of the business entity structure of the bidder's organization from a financial and legal perspective, including any general and limited partners, officers, directors, managers, members and shareholders, involvement of any subsidiaries supporting the project, and the providers of equity and debt during project development. Provide an organization chart showing the relationship between the equity participants and an explanation of the relationships. For jointly owned facilities, identify all owners and their respective interests, and document the Bidder's right to submit a binding Proposal.
- 3.2. Provide a description of the financing plan for the project, including construction and term financing. The financing plan should address the following:
 - i. Who will finance the project and how it will be financed
 - ii. The project's projected financial structure over the term of the Tariff
 - iii. Expected sources of debt and equity financing
 - iv. Estimated construction costs
 - v. The projected capital structure over the term of the Tariff
 - vi. Describe any agreements entered into with respect to equity ownership in the proposed project and any other financing arrangement.

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs. All Bidders are required to provide this information.
- 3.3. Provide documentation illustrating the experience of the project sponsor in securing financing for projects of similar size and technology. For each project previously financed provide the following information:
 - i. Project name and location
 - ii. Project type and size
 - iii. Date of construction and permanent financing
 - iv. Form and amount of debt and equity financing.

- 3.4. Provide evidence that the Bidder has the financial resources and financial strength to complete and operate the project as planned.
- 3.5. If available, provide copies of the most recent audited financial statement or annual report for each bidder for each of the past three years; including affiliates of the Bidder (if audited statements are not available, unaudited statements are to be provided). Also, provide the credit ratings from Standard & Poor's and Moody's (the senior unsecured long term debt rating or if not available, the corporate rating) of the bidder and any affiliates and partners.
- 3.6. The Bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required Security under Section 2.5, including its plan for doing so.
- 3.7. Provide a description of any current or recent credit issues/credit rating downgrade events regarding the Bidder or affiliate entities raised by rating agencies, banks, or accounting firms.
- 3.8. Describe the role and the amount of the Federal Production Tax Credit or Investment Tax Credit (or other incentives) on the financing of the project.
- 3.9. Bidders must disclose any pending (currently or in the past three years) or threatened litigation or disputes related to projects developed, owned or managed by Bidder or any of its affiliates in the United States, or related to any energy product sale agreement.
- 3.10. What is the expected operating life of the proposed project?
- 3.11. Has the Bidder already obtained financing, or a commitment of financing, for the project? Is such financing or financing commitment contingent on obtaining a long-term agreement, such as one that would be obtained if the Bidder's Proposal is accepted? If financing has not been obtained, explain how obtaining a long-term agreement as proposed will help you in obtaining financing for the proposed project or in obtaining more favorable terms for the financing of the proposed project.
- 3.12. State whether the Bidder or its affiliates have executed agreements with respect to energy, RECs and/or capacity for the project (including any agreements that have been terminated) and provide information regarding the associated term and

quantities, and whether Bidder has been alleged to have defaulted under or breached any such agreement.

- 3.13. Description of Bidder and all affiliated entities and joint ventures transacting business in the energy sector.
- 3.14. Has Bidder, or any affiliate of Bidder, in the last five years: (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?
- 3.15. Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against DEEP or the state.
- 3.16. Describe any litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving Bidder or an affiliate of Bidder, and relating to the purchase or sale of energy, capacity or renewable energy certificates or products.
- 3.17. Confirm that Bidder, and the directors, employees and agents of Bidder and any affiliate of Bidder are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action (detail any exceptions).
- 3.18. Identify all regulatory and other approvals needed by Bidder to execute a binding sale agreement.
- 3.19. Describe how the project will conform to FERC's applicable regulatory requirements, including, but not limited to, FERC requirements relating to allocation of transmission

capacity and open access, the justness and reasonableness of rates, the potential for undue preference or discrimination, and affiliate dealings, if any.

- 3.20. Provide any additional information necessary to fulfill the requirements of Section 3.5.1.

4. PROJECT MANAGEMENT EXPERIENCE

Bidders are required to demonstrate project experience and management capability to successfully develop (for a project that includes new facilities or capital investment) and operate the project proposed. DEEP is particularly interested in project teams that have demonstrated success in projects of similar type, size and technology and, for projects that include new facilities or capital investment, can demonstrate an ability to work together effectively to bring the project to commercial operation in a timely fashion.

- 4.1. Provide an organizational chart for the project that lists the project participants and identifies the corporate structure, including general and limited partners.
- 4.2. Provide statements that list the specific experience of the bidder and each of the project participants (including, when applicable, the bidder, partners, EPC contractor and proposed contractors), in developing, financing, owning, and operating generating or transmission facilities (as applicable), other projects of similar type, size and technology, and any evidence that the project participants have worked jointly on other projects.
- 4.3. Provide a management chart that lists the key personnel dedicated to this project and provide resumes of the key personnel. For Shared Clean Energy Facilities that are not yet in-service, key personnel of the Bidder's development team having substantial project management responsibilities must have:
 - i. Successfully developed and/or operated one or more projects of similar size or complexity or requiring similar skill sets; AND
 - ii. Experience in financing power generation projects (or have the financial means to finance the project on the bidder's balance sheet).
- 4.4. Provide a listing of projects the project sponsor has successfully developed or that are currently under construction. Provide the following information as part of the response:
 - i. Name of the project

- ii. Location of the project
 - iii. Project type, size and technology
 - iv. Commercial operation date
 - v. Estimated and actual capacity factor of the project for the past three years
 - vi. Availability factor of the project for the past three years
 - vii. References, including the names and current addresses and telephone numbers of individuals to contact for each reference.
- 4.5. With regard to the Bidder's project team, identify and describe the entity responsible for the following, as applicable:
- i. Construction Period Lender, if any
 - ii. Operating Period Lender and/or Tax Equity Provider, as applicable
 - iii. Financial Advisor
 - iv. Environmental Consultant
 - v. Facility Operator and Manager
 - vi. Owner's Engineer
 - vii. EPC Contractor (if selected)
 - viii. Transmission, Distribution, Interconnection Consultant
 - ix. Legal Counsel.
- 4.6. Provide details of the Bidder's experience in ISO-NE Markets. With regard to bidder's experience with ISO-NE markets, please indicate the entity that will assume the duties of Lead Market Participant for your Project. Please provide a summary of the proposed Lead Market Participant's experience with each of the ISO-NE markets.
- 4.7. Provide details of the Bidder's experience in shared clean energy or community clean energy programs in other states. Provide the details of any projects selected to participate or operational projects in any such program in another jurisdiction, including project size, subscriber participation, and subscriber credit details.
- 4.8. Provide any additional information necessary to fulfill the requirements of Section 3.5.1.

5. OPERATIONAL PARAMETERS

- 5.1. Maintenance Outage Requirements – Specify partial and complete planned outage requirements in weeks or days. Also, list the number of months required for the cycle

to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls).

5.2. Operating Constraints – Specify all the expected operating constraints and operational restrictions for the project (e.g., limits on the number of hours a unit may be operated per year or unit of time, storage capacity, maximum length of time for storage)

5.3. Development Stage of Facility – Describe whether the project is in the development phase.

If the project is partly in development, explain in detail the status of the project. If the proposed project is an expansion, repowering, environmental investment or other modification of an existing facility, describe the project in detail, the total cost and cost on a \$/kW basis, specifying the existing project and the proposed expansion, repowering or other modification. Indicate any incremental capacity.

6. ENERGY RESOURCE PLAN

Bidder is required to provide an energy resource or fuel supply plan for its proposed project, including supporting documentation. The fuel supply/energy resource profile information should be consistent with the type of technology/resource option proposed and the term proposed. The information requested is organized according to the type of project or energy resource. Bidders should respond only to relevant questions.

Wind Energy Projects

Provide a summary of all collected wind data for the proposed site. Identify when the data was collected and by whom.

Indicate where the data was collected and its proximity to the proposed site. Include an identification of the location and height for the anemometers that were used to arrive at an assessment of the site generation capability.

Provide: (a) at least one year of hourly wind resource data, or (b) a wind resource assessment report from a qualified resource assessment firm or meteorologist, or (c) both. Include an analysis of the available wind data that addresses the relationship between wind conditions and electrical output. Provide a projection of net annual energy production, including projections of average net hourly energy production, based on the wind resource data (a 12 x 24 energy projection).

Provide a site-adjusted power curve. Each curve should list the elevation, temperature and air density used.

Identify the assumptions for losses in the calculation of projected annual energy production, including each element in the calculation of losses.

Landfill Gas

Provide a gas production forecast for each landfill. Provide a table that shows the annual, monthly and hourly projection of gas flow and energy export from each landfill. Provide supporting data that illustrates the expected generation from each landfill based on the projected gas production.

Describe any contingencies or constraints that could affect the availability of fuel or the energy resource for the project and any contingency plans for meeting projected generation levels.

If the landfill gas is provided by pipeline, provide information related to gas pipeline delivery, including gas pipeline interconnection points of the landfills delivering the gas into the pipeline system.

Biomass

Describe specifically how the project will conform to a Class I renewable energy source defined in Section 16-1 of the General Statutes governing resources using biomass fuel, including how your fuel source complies with such section.

Provide a resource assessment of available biomass fuel for the proposed project and its proximity to the project site.

Provide a plan for obtaining the biomass fuel, including a transportation plan.

Provide any contracts or letters of intent to acquire and transport the biomass fuel.

Demonstrate that projected energy output for the project over the term of the Tariff is consistent with the energy supply available.

Describe any contingencies or constraints that could affect the availability of fuel or the energy resource for the project and any contingency plans for meeting projected generation levels.

Solar

Provide an assessment of the available solar incidence or resource. Describe any trends in generation capability over time (i.e., annual decline rate of expected output).

Describe the methodology used to generate the projected generation and describe the in-house or consulting expertise used to arrive at the generation estimates.

Hydropower

Describe the project characteristics in terms of water flow (on a monthly basis) and head, and state the assumptions regarding seasonal variations, and a conversion of such flow into megawatts and megawatt-hours.

Provide monthly flow duration curves based upon daily stream flow records.

Identify if the project is run-of-river or has storage capability.

Describe the technology used to generate electricity.

Specify if the project is new, or an expansion of an existing facility.

Specify how the energy qualifies as a Class I renewable energy source defined in Section 16-1 of the General Statutes. If the project already has Class I certification, provide or reference the documentation providing such qualification. If the project does not have Class I certification, describe the actions proposed to be taken by the bidder to acquire a Class I qualification.

Fuel Cell

Describe how the natural gas for the Fuel Cell will be procured and whether its energy will be delivered on a firm or non-firm basis for the term of the agreement.

Provide supporting data that illustrates the expected generation from the fuel cell over the term of the contract considering the need for restacking.

7. OPERATION AND MAINTENANCE

Projects that can demonstrate that the operation and maintenance (“O&M”) plan, level of funding, and mechanism for funding will ensure reliable operations during the term of the tariff are preferred.

- 7.1. Provide an O&M plan for the project that demonstrates the long term operational viability of the proposed project. The plan should include a discussion of the staffing levels proposed for the project, the expected role of the project sponsor or outside contractor, scheduling of major maintenance activity, and the plan for testing equipment.
- 7.2. Describe in detail the proposed O&M funding mechanism and funding levels to support planned and unplanned O&M requirements.

- 7.3. Describe the terms (or expected terms) of the warranties and/or guarantees on major equipment that the bidder is utilizing or proposing to utilize.
- 7.4. Describe the status of the project sponsor in securing any O&M agreements or contracts. Include a discussion of the sponsor's plan for securing a medium-term or long-term O&M contract, including the expected provider of O&M services.
- 7.5. Provide examples of the bidder's experience with O&M services for other similar projects.
- 7.6. Provide information on whether the Subscriber Organization agrees to either: (i) be an ISO-NE "Market Participant" pursuant to the ISO-NE Rules performing all ISO-NE related obligations in connection with the Shared Clean Energy Facility, or (ii) have entered into an agreement with a Market Participant that shall perform all of the Subscriber Organization's ISO-NE related obligations in connection with the Shared Clean Energy Facility.

8. GENERATION SITE

This section of the proposal addresses project location, siting, real property rights and interconnection issues. Bidders should ensure that the threshold criteria outlined in Section 3.6 of the RFP for generation and interconnection siting are verified in their responses.

- 8.1. Provide a site plan including a map of the site that clearly identifies the location of the Shared Clean Energy Facility site, the assumed right-of-way width, the total acreage for the Shared Clean Energy Facility, the anticipated interconnection point, and the relationship of the site to other local infrastructure, including transmission and/or distribution facilities, roadways, and water sources. In addition to providing the required map, provide a site layout plan that illustrates the location of all major equipment and facilities on the site.
- 8.2. Provide evidence (including applicable documentation) of the right to use the site and interconnection route, including, for the Shared Clean Energy Facility, and any rights of way needed for interconnection.
 - i. Does the project have a right to use the Shared Clean Energy Facility site for the entire proposed term of the approved RFP (e.g., by virtue of ownership or land development rights obtained from the owner)?

- ii. If so, please detail the Bidder's rights to control the Shared Clean Energy Facility site.
 - iii. Identify any real property rights (e.g., fee-owned parcels, rights-of-way, development rights or easements or leases) that are required for access to the Shared Clean Energy Facility. Describe the status of acquisition of real property rights, any options in place for the exercise of these rights and describe the plan for securing the necessary real property rights, including the proposed timeline. Include these plans and the timeline in the overall project timeline.
- 8.3. Provide evidence that the Shared Clean Energy Facility site is properly zoned or permitted. If the Shared Clean Energy Facility site is not currently zoned or permitted properly, identify present and required zoning and/or land use designations and permits and provide a permitting plan and timeline to secure the necessary approvals.
- 8.4. Provide a description of the area surrounding the Shared Clean Energy Facility site, including a description of the local zoning, flood plain information, existing land use and setting (woodlands, grasslands, agriculture, other).
- 8.5. For a Shared Clean Energy Facility, describe and provide a map of the proposed interconnection that includes the path from the generation site to the ISO-New England pricing node. Subscriber is responsible for any charges and scheduling associated with Delivery to the ISO-NE Pool Transmission Facilities ("PTF").
- 8.6. Please describe the status of any planned interconnection to the grid. Has the Bidder made a valid interconnection request to the EDC and/or ISO-NE? Describe the type of interconnection service requested (i.e., Capacity Network Resource Interconnection Service, or Network Resource Interconnection Service).
- 8.7. Describe the Proposal's electrical system performance and the impact on the reliability of the EDC's Distribution system. Provide the status of any interconnection studies already underway with ISO-NE, the transmission owner and/or the distribution owner. Provide a copy of any studies completed to date. Provide a copy of an interconnection agreement, if any, executed by the bidder with respect to the proposed project. If an interconnection agreement has not been executed, please

provide the steps that need to be completed before an interconnection agreement can be executed and the associated timeline.

- 8.8. Provide the electrical models of all energy resources supporting the proposed project in accordance with the filing requirements of the ISO-NE Tariff Schedule 22 and 23.
- 8.9. Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the distribution and/or transmission providers.
- 8.10. Specify and describe the current or new interconnection facilities (lines, transformers, switching equipment, system control protection, etc.) that bidder owns or is intending to construct or have constructed in order to deliver the proposed energy.
- 8.11. Provide the impact the Shared Clean Energy Facility will have on reliability and the local distribution system.
- 8.12. Attest that the generation site of the Shared Clean Energy Facility neither impacts, in whole or in part, Prime Farmland, Historic Preservation Property, or Core Forest. To the extent applicable, any documentation related to the Historic Preservation Property that would authorize the development of the Shared Clean Energy Facility.
- 8.13. Provide a detailed explanation of all environmental impacts known or anticipated for the Shared Clean Energy Facility, including but not limited to the impact on any endangered, threatened and special concern species and significant natural communities based on the Natural Diversity Data Base.
- 8.14. Provide any additional information relevant to the requirements in Section 3.6.

9. PERMIT ACQUISITION PLAN AND CLASS I CERTIFICATION

This section addresses environmental and other regulatory issues associated with project siting, development and operations.

- 9.1. Provide a list of all the permits, licenses, and environmental assessments and/or environmental impact statements required. If a Bidder has secured any permit or has applied for a permit, please identify in the response.
 - i. Provide a list of all Federal, state and local permits, licenses, and environmental assessments and/or environmental impact statements required to construct and operate the project.

- ii. Identify the governmental agencies that will issue or approve the required permits, licenses, and environmental assessments and/or environmental impact statements.
- 9.2. Provide the anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements. Include a project approval assessment that describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the milestone date. All requirements should be included on the project schedule in Section 6 of this Appendix.
- 9.3. Provide any additional information relevant to the requirements in Section 3.6.
- 9.4. Provide documentation identifying the level of public support for the project including letters from public officials, newspaper articles, etc. Include information on specific localized support and/or opposition to the project of which the bidder is aware. Provide copies of any agreements with communities and other constituencies impacted by the project, and a plan for community outreach activities, and discuss the status of that plan.
- 9.5. Provide documentation demonstrating that the project will be qualified as a Class I renewable energy source.
- 9.6. 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 project or the ability to obtain or retain the required permits for the project.
- 9.7. Provide any additional information relevant to the requirements in Section 3.6.

10. TECHNICAL VIABILITY

This section includes questions pertinent to the engineering design and project technology. This section must be completed for a project that includes new facilities or capital investments. Bidders should provide information about the specific technology or equipment including the track record of the technology and equipment and other information as necessary to demonstrate that the technology is viable.

- 10.1. Provide a reasonable but preliminary engineering plan that includes the following information:
 - iii. Type of generation technology, if applicable
 - iv. Major equipment to be used
 - v. Manufacturer of the equipment
 - vi. Status of acquisition of the equipment
 - vii. Whether the Bidder has a contract for the equipment. If not, describe the bidder's plan for securing equipment and the status of any pertinent commercial arrangements
 - viii. Equipment vendors selected/considered
 - ix. History of equipment operations
 - x. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment.
- 10.2. If the Bidder has not yet selected the major generation equipment for a project, please provide a list of the key equipment suppliers under consideration.
- 10.3. Please identify the same or similar equipment by the same manufacturer that are presently in commercial operation including the number installed, installed capacity and estimated generation for the past three years.
- 10.4. For less mature technologies, provide evidence (including identifying specific applications) that the technology to be employed for energy production is ready for transfer to the design and construction phases. Also, address how the status of the technology is being considered in the financial plan for the project.
- 10.5. Please indicate if the Bidder has secured its equipment for the project. If not, identify the long-lead equipment options and describe the timing for securing equipment.
- 10.6. Provide any additional information relevant to the requirements in Section 3.7.

11. SUBSCRIBERS

- 11.1. Include a detailed method to obtain, and maintain for the life of the term accepted in the RFP process, a Subscriber base whereby: (i) at least 20% of the estimated annual output of the Shared Clean Energy Facility is utilized by LMI Subscribers; and (ii) no

more than 60% of the estimated annual output of the Shared Clean Energy Facility is utilized by commercial and/or industrial Customer(s) in the aggregate.

- 11.2. Provide a detailed explanation of how the Subscriber Organization will obtain Subscribers for a Shared Clean Energy Facility, including but not limited to all marketing materials, forms, contracts, and other communications to Prospective Subscribers. Such explanation must include, but is not limited to: how a Subscriber can join to participate in a Shared Clean Energy Facility; when such participation begins (i.e. when a Subscriber receives a Credit) after joining; all fees associated with becoming a Subscriber, including monthly fees, one-time fees, and contingency fees (i.e. termination fees and nonpayment fees), and any Security Deposit, consistent with Appendix C; and the Credit a Subscriber may expect based on different levels of participation, different fees, or different percentages of the estimated annual output from the Shared Clean Energy Facility.
- 11.3. Identify the Subscription Method(s) a Subscriber can use to participate in the Shared Clean Energy Facility, including when such participation begins, all fees associated with a Subscriber Agreement, any Security Deposit charged to a Subscriber, and the Credit a Subscriber may expect based on different levels of participation, different fees, or different percentages of the estimated annual output from the Shared Clean Energy Facility.
- 11.4. Provide a description of the Credit that will be delivered to Subscribers on a monthly basis, including a calculation showing the basis for estimating the kWh output used to calculate a Subscribers fixed allocation percentage used to calculate the Credit.
- 11.5. Provide any additional consumer protections, beyond those mandated in the RFP and Appendix C, which would be afforded to Subscribers and Potential Subscribers.
- 11.6. Include a copy of the material terms of the Subscriber Agreement a Subscriber Organization will enter into with its Subscribers, which cannot be inconsistent with the requirements contained in the RFP and Appendix C.
- 11.7. Provide any additional information relevant to the requirements in Section 3.8 and 3.9.

12. QUALITATIVE EVALUATION

- 12.1. Low- to Moderate-Income Subscribers: Provide details on any efforts or commitments to reach LMI Subscribers beyond the Subscriber requirements in Section 3.8.
- 12.2. Impact on Subscribers: Provide details on the costs and benefits to Subscribers for participating and ending participation in the Subscription Method under Section 3.8.1.
- 12.3. Consumer Protections: Provide details on any consumer protections beyond those mandated by Appendix C.
- 12.4. Environmental Impacts: Explain whether the Shared Clean Energy Facility will re-use sites with limited development opportunities, like brownfields and landfills.⁵
- 12.5. Provide emissions estimates based on available data from the unit manufacturer. Alternatively, provide actual emissions data determined in accordance with the paragraph above for a similar facility built within the past three years. Include copies of supporting documentation for all emissions estimates.

⁵ DEEP maintains an inventory of active landfills, capped landfills and brownfields in Connecticut. DEEP does not charge a permit application fee for such sites. DEEP maintains a website, "Siting Clean Energy on Connecticut Brownfields," which includes further information about such sites for clean energy developers. See <http://www.ct.gov/deep/cwp/view.asp?a=2715&q=552764>

Project Anticipated Emissions, expressed in pounds/megawatt-hour (lbs/MWh)

Source of Information	Date of Test (if applicable)	Greenhouse Gases (all except methane) Expressed as Carbon Dioxide equivalent (CO ₂ e)	Nitrogen Oxides (NO _x)	Sulfur Oxides (SO _x)	Carbon Monoxide (CO)	Particulate Matter (PM _{2.5})	Methane (CH ₄)

12.6. Describe how your project will contribute to Connecticut’s goals under Connecticut Public Act 08-98, An Act Concerning Connecticut Global Warming Solutions (2008), as codified in Section 22a-200a of the Connecticut General Statutes.

12.7. Provide a preliminary environmental analysis of the site and project, including both construction and operation, as applicable. In addition, the Bidder should identify environmental impacts associated with the proposed project, any potential impediments to development, and its plan to mitigate such impacts or impediments. The analysis should address each of the major environmental areas presented below, as applicable to the proposed project:

- i. Impacts during site development
- ii. Transportation infrastructure
- iii. Air quality impacts

- iv. Access to water resources/water quality impacts
 - v. Ecological and natural resources impacts
 - vi. Land use impacts
 - vii. Cultural resources
 - viii. Previous site use (e.g., greenfield, brownfield, industrial, etc.)
 - ix. Noise level impacts
 - x. Aesthetic/visual impacts
 - xi. Transmission and distribution infrastructure impacts
 - xii. Fuel supply access, where applicable
 - xiii. Wildlife, including but not limited to any endangered or threatened species.
- 12.8. Distribution System Impacts: Detail any positive or negative impacts that the Shared Clean Energy Facility has on the distribution system based on the location of the facility.
- 12.9. Describe how the proposal would provide enhanced electricity reliability within the State of Connecticut, including its impact on transmission constraints.
- 12.10. Experience and Viability: Provide any additional information to demonstrate that the Proposal will be successfully operational for the term accepted in the RFP.
- 12.11. Project Diversity: Provide any additional information relating to the uniqueness of the Proposals.
- 12.12. Impact on EDCs and Regulatory Agencies: Provide any additional information on any anticipated costs to the EDCs or regulatory agencies.
- 12.13. Timing: Bidders are required to provide a complete critical path schedule for the project from the notice of selection of the project to the start of commercial operations. For each project element, list the start and end date.
- 12.14. Identify the elements on the critical path. The schedule should include, at a minimum, facility contracts, start of construction, construction schedule, siting, fuel supply, financing, engineering and procurement, acquisition of real property rights, Federal, state and/or local permits, licenses, environmental assessments and/or environmental impact statements (including anticipated permit submittal and approval dates), Subscriber acquisition, and any other requirements that could influence the project schedule and the commercial operation date, including

requirements pertaining to the generator interconnection process and any transmission facilities for which the bidder seeks recovery through federal transmission rates.

12.15. Detail the status of all critical path items.

12.16. Other Impacts: Provide an estimate of the number of jobs to be created in Connecticut directly during project development and construction (for a project that includes new facilities or capital investment), and during operations, and a general description of the types of jobs created, estimated annual compensation, the employer(s) for such jobs, and the location. Treat the development, construction, and operation periods separately in your response.

12.17. Provide the same information as provided in response to question 12.15 above but with respect to jobs in Connecticut that would be indirectly created as a result of the proposed project.

12.18. Describe any other economic development impacts (either positive or negative) that could result from the proposed project, such as creating property tax revenues or purchasing capital equipment, materials or services from New England businesses. Provide the location(s) where these economic development benefits are expected to occur.

12.19. To the extent not already specified elsewhere in your response, please address the Qualitative Evaluation factors listed in Section 5.3.2 and describe any benefits or impacts associated with the proposed project.

APPENDIX C

Consumer Protection Rules

Public Act No. 15-113, *An Act Establishing a Shared Clean Energy Facility Pilot Program*, as amended by Public Act 16-116, *An Act Concerning the Shared Clean Energy Facility Pilot Program* (“the Act”), requires the Department of Energy and Environmental Protection (“DEEP”), in pertinent part, to establish consumer protections including, but not limited to, disclosures to be made to Subscribers and potential Subscribers with respect to DEEP’s Shared Clean Energy Facilities Pilot Program.

1. Scope

The rules established herein serve to provide certain terms, disclosures, and other consumer protection provisions applicable to interactions and transactions by and between a Subscriber Organization or an Agent on behalf of the Subscriber Organization, a Customer of an Electric Distribution Company, and/or a Subscriber or a Prospective Subscriber of a Shared Clean Energy Facility participating in DEEP’s Shared Clean Energy Facilities Pilot Program. These rules do not limit the authority of DEEP or the Public Utilities Regulatory Authority (“PURA”).

2. Subscriptions

a. Customer Eligibility and Subscription Limitations

- i. A Customer may subscribe to a Shared Clean Energy Facility that is located in the same electric distribution company (“EDC”) service territory as the individual billing meter assigned to the Customer.
- ii. Customers of all rate classes are eligible to subscribe to a Shared Clean Energy Facility.
- iii. A Subscription allocation cannot exceed 100% of the Customer’s historic average annual electricity consumption at the premises, or in the event of new premises, the estimated historic average annual electricity consumption, as determined by the EDC.
- iv. A Customer may not have a Subscription that exceeds 40% of the estimated kWh of the Shared Clean Energy Facility.

- v. The aggregate of Subscription(s) allocated to commercial and/or industrial Customers cannot exceed 60% of the estimated kWh of the Shared Clean Energy Facility.
- vi. The total of all Subscription allocations cannot exceed 100% of the estimated kWh of the Shared Clean Energy Facility.
- vii. A Customer may only have one Subscription with one Subscriber Organization associated with one Shared Clean Energy Facility under the Shared Clean Energy Facilities pilot program.
- viii. A Customer must be deemed creditworthy by the Subscriber Organization.

b. Creditworthiness

A Subscriber Organization shall apply uniform income, Security Deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that a Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by Customers of low- to moderate-income, and/or participation by landlords or entities responsible for Master-metered Multi-unit Buildings that provide housing for tenants of low- to moderate-income.

c. Customer Consent Requirement

- i. No entity or person shall subscribe a Customer to a Shared Clean Energy Facility without the Customer's written or electronic signature, as defined in section 1-267 of the General Statutes, on a Subscriber Agreement.
- ii. A voice recording or verbal consent over the telephone cannot constitute the written or electronic signature by the Customer that is required to demonstrate a Customer's consent.
- iii. A Customer shall have the opportunity to dispute consent if consent was not granted in accordance with this subsection.

3. Discrimination Prohibited

- a. A Subscriber Organization shall not discriminate against a Customer based, wholly or partly, on race, color, creed, national origin, or gender of an applicant for a Subscription or for any arbitrary, capricious, or unfairly discriminatory reason.

- b. A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.
- c. A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to a Subscriber Organization's economic and business purposes and the standards set in the RFP for the Shared Clean Energy Facilities pilot program.

4. Marketing and Sales Activities

a. Advertising

- i. A Subscriber Organization may advertise its Subscription offer.
- ii. A Subscriber Organization may not engage in a marketing or trade practice that is unfair, false, misleading, or deceptive.
- iii. A Subscriber Organization may not disseminate any advertisement in a language other than English without including therein all required disclosures or limitations on the Subscription offer advertised in the language principally used in the advertisement.
- iv. No material terms shall be advertised in less than an 11 point font.
- v. No advertisement or material used for the purposes of marketing or sales activities may include a representation that the Customer or Prospective Subscriber is or will be directly using clean energy from the associated Shared Clean Energy Facility.
- vi. A Subscriber Organization may claim that its Subscription offer enables a Customer or a Prospective Subscriber to support the development of the associated Shared Clean Energy Facility which will produce clean energy to the benefit of all ratepayers.

b. Marketing Disclosures

- i. The information used by a Subscriber Organization for the purposes of marketing or sales activities shall include the approval designation given by DEEP to the Shared Clean Energy Facility pilot project as a result of the RFP bidding process, for the limited purposes of the Shared Clean Energy Facilities pilot program.
- ii. When a Subscription Fee is quoted, the following disclosures are required:
 - (a). The information required in the Subscriber Agreement described in Section 7.b of these rules;

- (b). A statement that the Subscription Fee quoted is only for the specified offer provided by the Subscriber Organization; and
- (c). The expiration date of the specified Subscription offer.

c. Website

A Subscriber Organization shall maintain a website that enables the Subscriber Organization to post on the Internet readily understandable information about its Subscription offer(s), price(s), the Subscription Method(s), and any other mandated disclosures.

d. Misrepresentation by Subscriber Organization

- i. A Subscriber Organization must make clear, in its marketing materials and its sales scripts, that it is not affiliated with the EDCs or any government entity or program other than the Pilot Program.
- ii. A Subscriber Organization may not use the name, bills, marketing materials or consumer education materials of another Subscriber Organization, regulated utility, or government agency in a way that suggests a relationship that does not exist.
- iii. A Subscriber Organization may not say or suggest to a Customer that the Customer is required to choose a Subscriber Organization, or required to participate in the Shared Clean Energy Facilities pilot program.

e. Agents

- i. Responsibility for Agents
 - (a). A Subscriber Organization may use an Agent or Agents to conduct marketing or sales activities on behalf of the Subscriber Organization.
 - (b). A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing or sales activities performed by the Agent or its Agents while marketing or conducting sales activities on behalf of the Subscriber Organization.
- ii. Agent Qualifications and Standards
 - (a). A Subscriber Organization shall develop qualifications and standards for individuals it chooses to hire as its Agents.
 - (b). A Subscriber Organization may not hire an individual that fails to meet its qualifications and standards.

- (c). A background check of the criminal history record from every state in which a potential Agent has resided within the last twelve (12) months shall be performed on each Agent prior to that Agent engaging in any marketing or sales activity on behalf of the Subscriber Organization.
- (d). A Subscriber Organization shall periodically audit whether the background checks have been completed.
- (e). An Agent shall sign a confidentiality agreement to keep personally identifiable information confidential, subject to Section 6.e of these rules.

iii. Agent Training

An Agent shall be trained directly by the associated Subscriber Organization about:

- (a). The terms and conditions of the RFP, the Tariff and the associated Terms and Conditions contained therein;
- (b). Information about the associated Shared Clean Energy Facility;
- (c). The terms of the Subscription offer for the associated Shared Clean Energy Facility;
- (d). The terms of the standard Subscriber Agreement consistent with the RFP;
- (e). Applicable federal, state and municipal laws;
- (f). Applicable regulations and local ordinances; and
- (g). Ethical and responsible sales practices including, but not limited to, those set forth in Sections 5.e.iv, 5.e.v, and 5.f of these rules.

iv. Agent Identification

- (a). A Subscriber Organization shall issue to each of its Agents an identification badge.
- (b). The identification badge shall be worn and be prominently displayed when an Agent is conducting door-to-door activities or appearing at public events on behalf of a Subscriber Organization.
- (c). The identification badge worn by the Agent must:
 - (i). Accurately identify the associated Subscriber Organization, its trade name and logo;
 - (ii). Display the Agent's photograph;
 - (iii). Display the Agent's full name any other identification number(s) assigned to the Agent by the Subscriber Organization; and
 - (iv). Display a customer-service telephone number for the Subscriber Organization.

- (d). The identification badge shall not contain any information referring to the EDCs or any government agency.
- v. Misrepresentation by Agent
 - (a). When conducting door-to-door activities or appearing at public events on behalf of a Subscriber Organization, an Agent may not wear apparel or accessories or carry equipment that contains branding elements that suggest a relationship that does not exist with a utility, government agency, or another Subscriber Organization.
 - (b). An Agent of a Subscriber Organization may not say or suggest to a Customer that the Customer is required to choose a Subscriber Organization, or participate in the Shared Clean Energy Facilities pilot program.
- f. Solicitations
 - i. Door-to-door and Other In-person Sales Activities
 - (a). A Subscriber Organization and its Agents shall comply with local government ordinances regarding door-to-door and other in-person sales activities, and any other applicable consumer protection law.
 - (b). A Subscriber Organization and its Agents may not conduct any door-to-door sales activity before 9 a.m. or after 6 p.m.
 - (c). A Subscriber Organization shall establish a policy that requires its Agents to terminate a sales activity with a Customer if the Customer is incapable of understanding and responding to the information being conveyed by the Agent or expresses any hesitancy about such capability.
 - (d). Upon initial contact with a Customer when conducting door-to-door activities, an Agent shall:
 - (i). Identify the Subscriber Organization that the Agent represents;
 - (ii). State that the Agent is not working for and is independent of an EDC, any Electric Supplier, any government agency, or another Subscriber Organization.
 - (e). An Agent shall offer a Customer a business card or other material that lists:
 - (i). The name, telephone number, and email address of Subscriber Organization represented by the Agent;

- (ii). The approval designation given by DEEP to the Shared Clean Energy Facility pilot project as a result of the RFP bidding process; and
 - (iii). The Agent's full name and any other identification number(s) assigned to the Agent by the Subscriber Organization.
 - (f). An Agent shall immediately leave a residence or a business when requested to do so by a Customer or the owner or an occupant of the premises, or if the Customer does not express an interest in what the Agent is attempting to offer.
 - (g). When an Agent completes a transaction with a Customer, the Agent shall provide, before the Agent leaves the Customer's premises, a copy of each document that the Customer signed or initialed relating to the transaction.
- ii. Telephone Solicitations
- (a). A Subscriber Organization that solicits Customers by telephone shall comply with all applicable State and federal law.
 - (b). A Subscriber Organization may not conduct a residential customer telephone solicitation before 9 a.m. or after 8 p.m.
 - (c). An Agent conducting a telephone solicitation shall:
 - (i). Identify the Subscriber Organization that the Agent represents;
 - (ii). State that the Agent is not working for and is independent of an EDC, an Electric Supplier, any government agency, or another Subscriber Organization; and
 - (iii). Provide the Agent's full name and any other identification number(s) assigned to the Agent by the Subscriber Organization.
- g. Retention of Materials, Records and Recordings
- i. A Subscriber Organization shall maintain the following records and materials for a period of no less than six (6) years after the end of the relationship:
 - (a). Customer records;
 - (b). Employment records;
 - (c). Agent disciplinary history;
 - (d). Records of agent training; and
 - (e). Agent confidentiality agreements.

- ii. A Subscriber Organization shall retain copies of all marketing materials, sales scripts, and agent training materials that it or its Agents are using or have used during the last six (6) years, at a minimum.
- iii. A Subscriber Organization shall maintain recordings of all telephone sales calls for one year after such call is made.
- iv. A Subscriber Organization shall maintain all records relating to any inquiry or dispute it has received for a period of no less than six (6) years following resolution of such inquiry or dispute.
- v. A Subscriber Organization shall provide DEEP and PURA with access to the materials, records and recordings maintained pursuant to this section, including confidential information.

5. Protections on Personally Identifiable Information

- a. Except as provided in subsections b and c below, or as required by DEEP or PURA, the Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information without the Subscriber's consent.
- b. A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the purpose of facilitating billing, bill collection, and credit reporting.
- c. A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information at the request of the Consumer Affairs Unit of PURA relative to an inquiry, complaint or dispute submitted by that Subscriber pursuant to Section 7.1.ii of these rules.
- d. A Subscriber Organization shall provide a Subscriber or a prospective Subscriber with a copy of its subscriber information privacy policy.

6. Subscriber Agreement

Every Customer must receive and consent in writing to a written Subscriber Agreement.

a. Contract Term

- i. The Subscriber Agreement shall stipulate the length of the contract term, and its effective date and ending date, as set for the Subscriber.
- ii. The Subscriber Agreement shall stipulate the events whereby the occurrence of one or more or those events shall effectively terminate the Subscriber Agreement unless prior notice is provided and an earlier termination date is specified in such notice.

b. Subscription Fee and Credit to Be Delivered to Subscriber

A Subscriber Agreement shall provide a plain language disclosure of the Subscription Fee and the Credit to be delivered to the Subscriber, including:

- i. The price of the Subscription Fee;
- ii. What is being purchased by the Subscription Fee;
- iii. Whether the Subscription Fee is under a Fixed Purchase Arrangement or a Monthly Payment Arrangement;
- iv. The terms, if any, under which the Subscription Fee may change over the term of the Subscriber Agreement, subject to advance notification of no less than sixty (60) days to the Subscriber;
- v. The Subscriber Credit expressed on a dollars per kilowatt-hour (\$/kWh) basis;
- vi. The methodology to determine the kWhs associated with the Subscriber Credit that the Subscriber is purchasing each month over the term of the Subscriber Agreement (e.g., kWhs based on percentage of the generation output from the Shared Clean Energy Facility);
- vii. That the Credit being purchased is an estimated amount;
- viii. If the Credit purchased is estimated, an explanation of how the real value will be determined;
- ix. The terms, if any, under which the rate at which the Credit is determined may be changed over the term of the Subscriber Agreement, subject to advance notice of not less than sixty (60) days to the Subscriber; however, the Credit cannot change based on the Subscription level pursuant to Section 3.1 of the RFP;
- x. An estimate of the long term forecast of Shared Clean Energy Facility output and the resulting Credit a Subscriber can expect to receive based on the Subscription Method;
- xi. The Subscription Method for administering the billing and payment of the Subscriber Fee; and
- xii. The method for the delivery of the Credit to the Subscriber.

c. Security Deposit

- i. A Subscriber Organization may require a Security Deposit from a Subscriber to protect the Subscriber Organization against nonpayment of future Subscription Fees.
- ii. A Subscriber Organization may, at its option, and by agreement, provide for installment payments of any Security Deposit.

d. Recurring Charges, Non-recurring Charges, and Other Penalties

All recurring charges, non-recurring charges, and other penalties shall be clearly detailed in the Subscriber Agreement, including but not limited to, interest fees or other fees for nonpayment, and the conditions in which a Subscriber may be deemed in default.

e. Subscription Downsizing

- i. For Subscriptions other than a Fixed Purchase Agreement, a Subscriber may downsize the size of his/her allotment of an associated Shared Clean Energy Facility's energy output under an existing Subscription, subject to advance notification by the Subscriber to the Subscriber Organization of no less than thirty (30) days.
- ii. The Subscription at the downsized allotment shall take effect at the beginning of the Subscriber's next billing period following the 30-day notification period.
- iii. A Subscriber Organization shall not charge or collect a fee for:
 - a. The downsizing of a Subscription allotment based on inaccurate estimates for a new customer without historical usage;
 - b. The downsizing of a Subscription allotment of up to 20 percent within the first six (6) months or up to 5 percent thereafter at the same premises; or
 - c. The downsizing of a Subscription allotment due to the relocation of a Subscriber to new premises, as provided by subsection f.ii of these rules.

f. Subscription Portability

- i. A Subscriber may change premises and continue a Subscription at the new premises, so long as:
 - (a). An individual billing meter for electric service exists at the new premises;
 - (b). 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
 - (c.) The Subscriber is established as the Customer of record for electric service with the EDC at the new premises.
- ii. If such Subscriber elects to continue the Subscription at the new premises, an amended Subscriber Agreement shall be executed, subject to a reassessment of the Subscription allotment to reflect historic average annual electric usage at the new premises if the Subscription Method is based on the energy usage of the Subscriber, so long as all other terms and conditions of the Subscriber Agreement remain the same.

- iii. The Subscriber Organization shall provide the Subscriber with a copy of the amended Subscriber Agreement within seven (7) business days from its execution date.
 - iv. A Subscriber Organization may not charge a Subscriber who moves within the same service territory a fee to continue the Subscription to the individual billing meter at the new premises.
 - v. 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 subsections h.i and h.iii below.
- g. Subscription Transferability
- i. A Subscriber in a Monthly Payment Arrangement cannot transfer a Subscription, in whole or in part, to another Customer.
 - ii. A Subscriber in a Fixed Purchase Arrangement may transfer a Subscription to another Customer subject to review by the Subscriber Organization of that Customer's eligibility under Section 3.b.i-iii of these rules and subsection iii below.
 - iii. The transfer of a Subscription in a Fixed Purchase Arrangement that is treated as LMI is restricted to another Customer who qualifies as LMI.
- h. Early Cancellation of Subscription by Subscriber
- i. Notification of Early Cancellation
 - (a). A Subscriber seeking early cancellation of a Subscriber Agreement must provide written notification at least thirty (30) days in advance to the associated Subscriber Organization of any early cancellation of the Subscriber Agreement.
 - (b). A written notification of early cancellation shall include the circumstances under which an early cancellation is sought by the Subscriber.
 - ii. Early Cancellation without Damages

A Subscriber may seek early cancellation of a Subscription, without damages, if one or both of the following circumstances can be demonstrated:

 - (a). The Subscriber will not be the Customer billed at the individual billing meter and is relocating to new premises wherein the individual billing meter is not within the same service territory as the EDC that serves the associated Shared Clean Energy Facility, provided the Subscriber gives the Subscriber Organization 90 days' notice; or

- (b). The Subscriber will not be the Customer billed at the individual billing meter and is relocating to new premises that lack an individual billing meter for electric service, provided the Subscriber gives the Subscriber Organization 90 days' notice.
 - iii. Early Cancellation with Damages
 - (a). A Subscriber Organization may impose damages upon a Subscriber in a Monthly Payment Arrangement who seeks early cancellation of a Subscription if neither of the circumstances identified in Section 6.h.ii of these rules applies.
 - (b). A Subscriber Organization may impose damages upon a Subscriber in a Fixed Purchase Arrangement who seeks early cancellation of a Subscription, and is unable to transfer the Subscription in accordance with Section 6.g.ii, above, if neither of the circumstances identified in Section 6.h.ii of these rules applies.
 - (c). A Subscriber Organization may impose one or both of the following remedies for damages:
 - (i). An Early Cancellation Fee of no more than the value of the Monthly Payment Arrangement fee for three months, or the equivalent of three months Credit value, outlined in the Subscriber Agreement; and/or
 - (ii). A restriction from further participation in the Shared Clean Energy Facility Pilot Program.
- i. Addition, Downsizing, or Cancellation of a Subscription
 - i. Any addition, downsizing, or cancellation of a Subscription shall take effect at the same time during the next billing cycle of the Customer's or Subscriber's account.
 - ii. Any increase in the allotment size of a Subscription, as prescribed by Section 6.k.v of these rules, shall take effect during the next billing cycle of the Subscriber's account.
- j. Wait List
 - i. If a Shared Clean Energy Facility is fully subscribed, the associated Subscriber Organization shall maintain a wait list of Prospective Subscribers who desire to obtain a Subscription to that Shared Clean Energy Facility.
 - ii. A Shared Clean Energy Facility is deemed fully subscribed when no allotment of the Shared Clean Energy Facility's energy output remains as unsubscribed energy.
- k. Re-assignment of Newly Available Unsubscribed Energy

- i. When a Subscription is subject to early cancellation, the energy that is assigned to that Subscription shall be deemed unsubscribed energy effective the date of the termination of the Subscription.
 - ii. The Subscriber Organization holds the responsibility of re-assigning any newly available allotment of unsubscribed energy.
 - iii. The Subscriber Organization must first re-assign any newly available allotment of unsubscribed energy, in whole or in part, to comply with LMI participation provisions in Section 3.8 of the RFP.
 - iv. The Subscriber Organization cannot exceed allotment of the Shared Clean Energy Facility's energy output to commercial and/or industrial Customers above 60% in the aggregate.
 - v. If the Subscriber Organization is in compliance with LMI participation provisions in Section 3.8 of the RFP, the Subscriber Organization shall re-assign any newly available allotment of unsubscribed energy to a prospective Subscriber on the wait list on a first-come first-serve basis through a Subscription under a new Subscriber Agreement, or as prescribed in Section 6.k.vi, below. However, if doing so would result in non-compliance with Section 6.k.iv, above, the newly available allotment of unsubscribed energy cannot be offered to a commercial or industrial Customer.
 - vi. A Subscriber Organization may, at its discretion, concurrently inform two or more prospective Subscribers on the wait list that unsubscribed energy is newly available, and shall allow those prospective Subscribers the same deadline by which to affirmatively express readiness for a Subscription of all or a portion of that unsubscribed energy, but must follow the order of the wait list when making a selection from those prospective Subscribers.
 - vii. If the newly available allotment of unsubscribed energy is less than the amount desired by the selected prospective Subscriber from the wait list, the Subscription under the new Subscriber Agreement with that Subscriber shall reflect the available allotment at that time, but be subject to further amendment to reflect a further increase or increases in the allotment size until the desired aggregated amount of the energy allotment is met by the Subscriber Organization.
- I. Early Termination or Cancellation by the Subscriber Organization
- i. A Subscriber Organization may terminate a Subscriber Agreement with a Subscriber prior to the end date of such Agreement for nonpayment, as defined in the

Subscriber Agreement, by the Subscriber or for the closing of the Shared Clean Energy Facility.

- ii. In the event that a Subscriber ceases to be a retail account holder of an EDC and fails to provide timely notification to the associated Subscriber Organization, as prescribed by Section 6.h of these rules, the Subscriber Organization may terminate the Subscriber Agreement with that Subscriber.
- iii. In the event of such early termination, the Subscriber Organization shall issue a written notification to any such Subscriber(s) within thirty (30) days prior to the early termination with explanation; and solely for the closing of the Shared Clean Energy Facility, shall refund any Security Deposit and the fractional portion of any prepaid Subscriber Fee that is associated with the remaining Subscription term.

m. Notification to Subscribers of Re-assignment of Tariff to another Subscriber Organization

In the event that the Tariff pertaining to a Shared Clean Energy Facility has been re-assigned to a Subscriber Organization other than the Subscriber Organization identified on a Subscriber Agreement, the new Subscriber Organization shall notify all Subscribers of the assignment within thirty (30) days.

n. Subscriber Organization Warranties and Guarantees

A Subscriber Agreement must include all warranties and guarantees from a Subscriber Organization to a Subscriber, including any protections in instances of Subscriber Organization bankruptcy.

o. Dispute Resolution Process

- i. Inquiry, Complaint or Dispute to Subscriber Organization
 - (a). A Customer or Subscriber shall initially submit any inquiry, complaint, or dispute directly to the Subscriber Organization for resolution.
 - (b). A Subscriber Organization shall investigate a submitted inquiry, complaint, or dispute.
 - (c). A Subscriber Organization shall report its findings and issue a determination on the submitted inquiry, complaint, or dispute to the Customer or Subscriber who submitted the inquiry, complaint, or dispute within seven (7) business days of the date of the initial submission.
- ii. Inquiry, Complaint or Dispute to the Consumer Affairs Unit of PURA

- (a). If a Customer or Subscriber disagrees with a determination issued by the Subscriber Organization, the Customer or Subscriber may submit an inquiry, complaint, or dispute to the Consumer Affairs Unit of PURA.
- (b). A Customer or Subscriber who submits a timely inquiry, complaint, or dispute to the Consumer Affairs Unit of PURA shall be given reasonable opportunity to respond to the position or information provided by the Subscriber Organization to the Consumer Affairs Unit of PURA.
- (c). A Subscriber Organization shall be given reasonable opportunity to respond to the position or information provided by a Customer or Subscriber who submits a timely inquiry, complaint, or dispute to the Consumer Affairs Unit of PURA.
- (d). A Subscriber Organization shall respond to a request for information by the Consumer Affairs Unit of PURA pursuant to a submitted inquiry, complaint, or dispute, and shall make a good faith effort to do so within fourteen (14) days of receipt of such a request.
- (e). The Consumer Affairs Unit of PURA shall provide the Customer or Subscriber, and the Subscriber Organization with its findings and conclusions on completion of its investigation, which the Subscriber Organization shall implement.
- (f). A Subscriber Organization shall take no credit or collections action for a disputed fee, charge or payment, if any, during the pendency of the inquiry, complaint, or dispute with the Consumer Affairs Unit of PURA.

7. Subscriber Agreement Summary Form

A Subscriber Organization shall provide, as the cover page to a Subscriber Agreement, a completed Subscriber Agreement Summary Form that contains the following information:

- a. The length of the contract term of the Subscriber Agreement, and its effective date and ending date;
- b. The price of the Subscription Fee;
- c. The price per kWh for the Credit;
- d. The estimated kWhs the Subscriber is purchasing each month over the term of the Subscriber Agreement; and
- e. The terms for early cancellation by the Subscriber and by the Subscriber Organization, and the termination fee and/or other damages, if any, that the Subscriber Organization may impose on the Subscriber.

APPENDIX D

Proposal Structure

1. Scope

The rules established herein serve to provide an outline of the requirements to the RFP for the Subscriber Organization, EDC, and the Subscriber of a Shared Clean Energy Facility participating in the Shared Clean Energy Facility Pilot Program. These rules do not limit the authority of DEEP or PURA.

2. Subscriber Organization

- a. All projects shall qualify as a Connecticut Class I Renewable Energy Source as defined in Section 16-1 of the General Statutes of Connecticut, including but not limited to registering with NEPOOL-GIS.
- b. A selected Shared Clean Energy Facility must begin service no later than the Guaranteed In-Service Date, provided such Facility may cure consistent with Section 3.2.2 of the RFP.
- c. A Subscriber Organization shall be responsible for:
 - i. All costs associated with executing the interconnection agreement and site control; and
 - ii. All permits and fees associated with the interconnection, transmission and distribution of the generated energy.
- d. A Subscriber Organization shall maintain for the duration of the Term accepted in the RFP, the following information, which shall be readily available at DEEP's request:
 - i. Ownership information;
 - ii. Technical and managerial expertise;
 - iii. Business address;
 - iv. Project design details, including but not limited to location and service territory, capacity equipment, and interconnection requirements;
 - v. Subscriber data, including but not limited to, customer's EDC account number, annual usage, customer name, address and phone number;
 - vi. For each Subscriber, historic average annual electric use upon entering into Subscriber Agreement, and any change thereafter due to transferability and/or downsizing;
 - vii. Subscription information, including but not limited to rates, fees, and terms & conditions; and
 - viii. Subscription information related to transferability, portability, downsizing, and cancellation of a Subscription.
- e. A Subscriber Organization shall not oversell the estimated total annual kWh generation of a Shared Clean Energy Facility.

- i. A Subscriber Organization associated with a fully-subscribed Shared Clean Energy Facility shall maintain a wait list in accordance with Section 6.j of Appendix C.
- ii. A Subscriber Organization must have at least ten subscribers.
 - a) A Subscriber Organization shall reserve, through its Subscribers, at least 20% of the estimated annual generation to Low- to Moderate-Income Subscribers.
 - b) A Subscriber Organization may have a Subscriber that subscribes to no more than 40% of the estimated annual generation from a Shared Clean Energy Facility.
 - c) A Subscriber Organization may not subscribe, in the aggregate, more than 60% of the estimated annual generation from a Shared Clean Energy Facility to commercial and/or industrial Customers.
- iii. A Shared Clean Energy Facility must have a nameplate capacity rating of at least 100 kW and no greater than 2,000 kW.
- f. A Subscriber Organization shall maintain the associated Shared Clean Energy Facility throughout the term of the Tariff.
- g. A Subscriber Organization must offer a Credit to Subscribers using the EDC-Managed Credit Structure and provide details on the method in the Proposal:
 - i. The Credit is delivered on the Subscriber's electric bill through the EDC.
 - ii. A Subscriber Organization is responsible for communicating information associated with Subscriber Credits to the EDCs monthly in accordance with Section 3.1.1 of this RFP.
- h. A Subscriber Organization shall include in its Proposal the material terms of the Subscriber Agreement and marketing materials that will be offered to Prospective Subscribers.
- i. A Subscriber Organization shall include in its Proposal the incorporation of the consumer protections and disclosure requirements set forth in Appendix C, including but not limited to the rating methodology being used to screen Subscribers. A Subscriber Organization will be responsible to identify and explain all aspects of the Subscriber Agreement to the Subscriber, as described in Appendix C.
- j. A Subscriber Organization shall detail the Subscription Method(s) to be offered to a Prospective Subscriber. A non-exhaustive list of examples of Subscription Methods is included below and a Subscriber Organization may offer an alternative Subscription Method:
 - i. A Subscriber pays a specific amount and in return receives a percentage of the Shared Clean Energy Facility output;
 - ii. A Subscriber pays a specific amount to purchase the output from a specific piece of equipment on the Shared Clean Energy Facility, e.g. a single solar panel;

- iii. A Subscriber purchases a specific fixed percentage of KWh per billing cycle prorated for actual output from the facility;
- iv. A Subscriber pays a one-time upfront payment through a Fixed Purchase Arrangement;
or
- v. A Subscriber pays monthly payments over a specified time period through a Monthly Payment Arrangement, which may include a zero upfront cost for the Subscriber.
- k. A Subscriber Organization shall execute a Subscriber Agreement with each Subscriber.
- l. The Subscriber Agreement between a Subscriber Organization and a Subscriber shall be submitted with the Proposal and identify all terms and conditions of the contract, as set forth in Appendix C.
- m. A Subscriber Organization shall work with the EDCs to find strategic opportunities for the location of a Shared Clean Energy Facility to alleviate congestion where possible and assist with peak demand.
- n. A Subscriber Organization shall report to the EDCs on a monthly basis, any changes in Subscribers from the initial listing filed with the Enrollment Form using the form in the Tariff. Any changes must include the date of the change, the Subscribers address, account number, annual historical usage and their Subscription allocation percentage as well as the reason for the change.

3. EDC

- a. The EDCs agree to purchase the Delivered electricity and Prepaid RECs from the Shared Clean Energy Facility throughout the term of the Tariff. The Enrollment Form shall indicate the anticipated installed capacity and anticipated production from the Shared Clean Energy Facility.
- b. The EDCs shall recover program costs associated with the Shared Clean Energy Facility Pilot Program pursuant to the Act.
- c. The EDCs will deliver the Credit through a Subscriber's electric bill.

4. Subscriber

- a. A Subscriber must follow the terms and conditions of the Subscriber Agreement with the Subscriber Organization. A Subscriber may terminate the Subscriber Agreement only in conformance with Section 6.h of Appendix C.
- b. A Subscriber may not subscribe for an amount that exceeds 100% of the individual Subscriber's estimated historic average annual electric use or a reasonable estimate for a subscriber with less than 12 months of electric use.
- c. A Subscriber must be registered under a billing meter with the EDC.

- d. A Subscriber shall receive a Credit for participating in Shared Clean Energy Facility Pilot Program through a monthly Credit on the electric bill received from the EDC.
- e. A Subscriber shall be responsible for the Subscription with the Subscriber Organization in its entirety:
 - I. If said Subscriber moves out of the Subscriber Organization territory, the Subscriber must notify the Subscriber Organization 30 days in advance of the move or within a reasonable amount of time:
 - a) A Subscriber with a Subscription under a Fixed Purchase Arrangement can transfer the Subscription consistent with Section 6.g of Appendix C and is responsible for the entire transaction and will notify the Subscriber Organization immediately with the new Subscriber information.
 - b) A Subscriber with a Subscription under a Monthly Payment Arrangement can terminate the Subscription consistent with Section 6.h of Appendix C.
 - c) If there is no wait list, the Subscriber is responsible for damages under the Subscriber Agreement, provided such damages do not exceed \$100.
 - II. If said Subscriber moves elsewhere within the same EDC territory, the Subscriber shall be subject to the provisions in Section 6.f of Appendix C for portability or early termination.