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February 1, 2021

Katherine M. Dykes, Commissioner
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127
dean.applefield@ct.gov

Re: Petition for Declaratory Ruling

Dear Commissioner Dykes,

Attached hereto is a notice of petition, affidavit of service and petition for declaratory ruling being submitted on behalf of Jefferson Solar LLC related to the 2020 Shared Clean Energy Facilities request for proposals.

Please feel free to contact me with any questions regarding the petition.

Respectfully submitted,

/s/Thomas Melone

Thomas Melone

Juris No. 438879

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**IN RE the 2020 Shared Clean Energy
Facility Request For Proposals**

) **STATE OF CONNECTICUT**
)
) **DEPARTMENT OF ENERGY AND**
) **ENVIRONMENTAL PROTECTION**
)
) Petition No. _____
)
) February 1, 2021

PETITION FOR A DECLARATORY RULING

Pursuant to Connecticut General Statutes (“CGS”) § 4-176 and section 22a-3a-4 of the Regulations of Connecticut State Agencies (“RCSA”), Jefferson Solar LLC (“Jefferson” or “Petitioner”) hereby petitions the Commissioner of the Connecticut Department of Energy and Environmental Protection (“DEEP”) for a declaratory ruling on the following question (“Petition”):

1. Did DEEP err in concluding that the bid submitted by SCEF1 Fuel Cell LLC (“FCE”) in response to the request for proposals for shared clean energy facilities satisfied the site control requirements of that request for proposals?

A. Introduction.

On April 30, 2020, The United Illuminating Company (“UI”) and the Connecticut Light and Power Company d/b/a Eversource Energy (“Eversource”), the two major electric distribution companies in Connecticut, issued a joint request for proposals (the “RFP”) (**EXHIBIT 1**) seeking bids for renewable energy projects in their respective service territories in Connecticut.

The RFP is the result of Conn. Gen. Stat. § 16-244z(a)(1)(C), which required DEEP to develop a tariff with the approval of the Public Utilities Regulatory Authority (“PURA”) requiring UI and Eversource (collectively, the “EDCs”) to enter into long-term contracts for the purchase of electricity and associated renewable energy credits generated by qualifying Shared Clean Energy facilities. The selection of contracts is made pursuant to a bidding process administered by DEEP

and the EDCs. The terms of the procurement are set forth in PURA's final decision dated December 18, 2019. *See*, Docket no. 19-07-01, *Review of Statewide Shared Clean Energy Facility Program Requirements*, (Ct. Pub. Utils. Auth. December 18, 2019) ("PURA's Final Order"), Exhibit B, *Modified Program Requirements* (the "*Modified Program Requirements*") (**EXHIBIT 2**). The actual contracts are entered into by the selected bidders and the Connecticut EDC in whose territory the facility would be located (i.e., UI of Eversource). In this case, the EDC is UI.

B. Petitioner.

Jefferson Solar LLC is a Connecticut limited liability company with an office at 157 Church Street, 19th floor, New Haven, Connecticut 06510.

I. DEEP Erred In Concluding That The FCE Bid Satisfied The Site Control Requirements.

Jefferson's bid proposed a 4.0 megawatt ("MW") solar energy project to be located in North Branford, CT. FCE's bid was for a 2.8 MW *natural-gas* powered fuel cell proposed to be located in Derby, CT, on land owned by the City of Derby. FCE's bid was selected by UI and DEEP as a winning bid. Jefferson's bid was selected as a winning bid as well, but due to the program's capacity limitations, Jefferson's facility was limited to a 700KW facility. However, under Section 3.4 of the *Modified Program Requirements*, if FCE's bid was erroneously approved, then all 2.8MWs of that capacity would go to Jefferson.

Section 3.4 of the SCEF Program Requirements states that "DEEP shall review and approve the electric distribution companies' ("EDC") final selections before the EDCs submit them to PURA to ensure consistency with the [SCEF] Program." Section 3.4 requires DEEP to "evaluate Bids to ensure they comply with the requirements established in Appendix B" and to instruct the EDCs to remove noncomplying bids from the rankings.

The issue here is whether FCE possessed legal "control of the generation site, or an

unconditional right, granted by the property owner, to acquire such control,” which is one of the critical, nonwaivable requirements for a qualifying bid. *See, Modified Program Requirements, Section 4.5:*

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

A. FCE’s Bid Did Not Satisfy The Site Control Requirements Of The RFP Because The Option To Lease Relied On By FCE Gave It No Unconditional Rights To The Site.

FCE’s bid relied on what it calls an “option to lease” signed by the City of Derby. (**EXHIBIT 3**). At its June 11, 2020 public meeting, the Derby Board of Aldermen and Alderwomen approved agenda item 9.3— “Possible Fuel Cell on Coon Hollow Road To authorize the Mayor to enter into a definitive Option agreement and lease with respect to a potential stationery fuel cell power generating facility at the site known as ‘the old dog pound facility’ on Coon Hollow Road and to enter into negotiations relating to a long-term tax stabilization agreement for the same.” <https://evogov.s3.us-west-2.amazonaws.com/meetings/79/agendas/14077.pdf>.

The “option to lease” that FCE submitted with its bid is not binding on the City of Derby, does not provide the unconditional site control required by bid requirements and is, in fact, unlawful. That is so for four reasons.

1. The Option To Lease Has No Legal Effect Because Section 22 Of The Derby City Charter Was Not Complied With.

First, section 22 of the Derby City Charter requires a sealed bid process for *any* right to use real property. (**EXHIBIT 5**).

Section 22 of the Derby City Charter provides:

Sec. 22. Grants and leases of real estate. All grants and leases of real estate, belonging to said city signed by the Mayor, sealed with the City Seal, approved by the Board of Aldermen/Alderwomen and recorded in the city where the real estate is situated, shall be effectual to convey the property described therein. The Board of Aldermen/Alderwomen shall hold a public hearing prior to sale if required pursuant to Connecticut General Statutes § 7-163e, as same may be amended from time to time. All grants and leases of real estate shall be awarded to the highest responsible bidder, and shall be founded on sealed bids based upon terms and conditions as may be determined by the Board of Aldermen/Alderwomen from time to time. The Board of Aldermen/Alderwomen shall have charge of such advertising. The form of such notice shall include terms and conditions under which such grant or lease may be made, and such notice, grant or lease shall be approved by the Corporation Counsel. The lessee shall give bonds with surety, to the satisfaction of the Mayor, for the faithful performance of and compliance with the terms of such grant or lease. If the successful bidder shall fail to accept such grant or lease within ten days after written notice that the same has been awarded to him/her/it/according to his/her/its bid, or if he/she/it shall fail to execute his/her/its contract and to give proper surety, such grant or lease shall be readvertised and regranted or relet in the manner provided herein.

The City of Derby did not comply with section 22 prior to executing the “option to lease.” No bid process of any kind was conducted by the City of Derby, plainly violating section 22 of the Derby Charter, and rendering the purported option to lease unlawful, unenforceable and illusory. *See*, Derby Board of Aldermen and Alderwomen, June 11, 2020 meeting available at <https://evogov.s3.us-west-2.amazonaws.com/meetings/79/videos/60.mp4> at timecode 40:10 discussing the required approval under section 22 of the City Charter. Section 22 of the Charter of the City of Derby can be found at <https://www.derbyct.gov/media/City%20Hall/Charter%20-%20Final%20-%202011-1-2017.pdf>. (*See also*, **EXHIBIT 6**, transcript of the Derby Board of Aldermen and Alderwomen, June 11, 2020 meeting.) No sealed bids were submitted, which is the only method under which Section 22 authorizes the City to grant an interest in real estate, whether by lease, sale or otherwise. The Board of Aldermen/Alderwomen did not advertise the availability of a lease or lease option. No advertising was done by the City at all notifying the availability of a lease or lease option.

During the June 11, 2020, meeting of the Board of Aldermen and Alderwomen, the Board discussed that no attempt was made to comply with section 22 of the City Charter with respect to the “option to lease”, and that no approval for a lease was being given at that time. Attached as **EXHIBIT 7** is the response from the City of Derby to a freedom of information request confirming that the City of Derby did not satisfy the requirements of either section 22 of the Derby City charter and Conn. Gen. Stat. § 7-163e. That failure voids the claim of site control by FCE. FCE have no more control over that site than Jefferson does, because Jefferson (like any other person) could win the future bidding process to control that site if and when the City initiates the required public procurement process for the lease of the site.

2. The Option To Lease Has No Legal Effect Because the Derby City Charter Does Not Authorize An Option To Lease.

Second, the City Charter does not authorize an option to lease. Rather the City Charter only authorizes actual leases or outright grants when it comes to conveying an interest in real property from the City, and then only if the express requirements of the City Charter are met.

3. The Option To Lease Has No Legal Effect Because Conn. Gen. Stat. § 7-163e Was Not Complied With.

Third, Conn. Gen. Stat. § 7-163e was also not complied with, which provides:

Public hearing on the sale, lease or transfer of real property owned by a municipality. (a) The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

No public hearing on the proposed “option to lease” or lease of the Coon Hollow Road site

was held. No notice of the hearing as required by Conn. Gen. Stat. § 7-163e was published in a newspaper having a general circulation. No sign was conspicuously posted on the Coon Hollow Road site as required by Conn. Gen. Stat. § 7-163e. In short, Conn. Gen. Stat. § 7-163e was not complied with. As a result, the purported “option to lease” does not provide FCE with the unconditional right required by the bid requirements. In fact, the “option to lease” has no legal effect, is void and illusory, and provides no rights to FCE.

4. The Option To Lease Is Unenforceable Under Connecticut’s Statute Of Frauds.

Fourth, the purported “option to lease” is nothing more than a letter of intent and unenforceable under Connecticut’s statute of frauds, Conn. Gen. Stat. § 52-550, because the “option to lease” does not specify the lease price. Rather the price to be paid is left to the later negotiation of the parties. *See*, Option to Lease, sec. 1 (“The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option.”). *See also*, **EXHIBIT 3**, Option to Lease, Exhibit B, par. 4 (“Optionee shall pay annual rent to City in an amount to be negotiated by the parties.”)

Even in the absence of the failure to satisfy the public procurement requirements, it is hornbook law that the lack of a fixed price makes the option to lease unenforceable, void and grants no legal rights to FCE. In *SS-II, LLC v. Bridge St. Assocs.*, 293 Conn. 287 (2009) the Connecticut Supreme Court affirmed a superior court decision invalidating a real estate option for failure to contain a pre-determined price “because there never was a meeting of the minds regarding the purchase price of the property, an essential term of a contract under the statute of frauds. *Id.* at 290-1. There, like here, the exact price was to be determined later. *Id.* at 292-293 (“By the plaintiff’s own admission, the purchase price was not set by the parties and, as the contract states,

is to be determined by the parties at a later date.”) (internal quotations omitted). As the Connecticut Supreme Court explained the legal principles are well established and the failure to specify the essential term of price voids the option, *see id.* at 294:

The governing legal principles are well established. "The statute of frauds requires that the essential terms and not every term of a contract be set forth therein. *Scinto v. Clericuzio*, 1 Conn. App. 566, 568, 474 A.2d 102 (1984). The essential provisions of a contract are the purchase price, the parties, and the subject matter for sale. *Lynch v. Davis*, 181 Conn. 434, 438, 435 A.2d 977 (1980). In order to be in compliance with the statute of frauds, therefore, an agreement must state the contract with such certainty that its essentials can be known from the memorandum itself, without the aid of parol proof *Breen v. Phelps*, 186 Conn. 86, 92, 439 A.2d 1066 (1982). The statute of frauds is also satisfied [when] the contract or memorandum contains by reference some other writing or thing certain. *Robert Lawrence Associates, Inc. v. Del Vecchio*, 178 Conn. 1, 12-13, 420 A.2d 1142 (1979)." (Internal quotation marks omitted.) *Fruin v. Colonnade One at Old Greenwich Ltd. Partnership*, 38 Conn. App. 420, 426, 662 A.2d 129 (1995), *aff'd*, 237 Conn. 123, 676 A.2d 369 (1996).

The lack of definite terms is also consistent with the statements made by the Derby Board of Aldermen and Alderwomen at the meeting “approving” the execution of the option. There the members sought clarification that FCE would still need to come back in the future for approval of a lease and approval of terms, which the Board was not agreeing to at that time. *See*, **EXHIBIT 6**, Transcript at 3:16-19 (“So the lease would have to come back before the board, no? Before it's actually executed? [Answer:] Correct.”).

B. Because The Option To Lease Provides No Unconditional Rights To FCE, DEEP Was Required To Reject The FCE Bid And Remove It From The Rankings.

The RFP requires the following: “The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control.” FCE fails that requirement because the City of Derby’s execution of the option is invalid for failure to meet both section 22 of the Derby City charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and

provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

The RFP then goes on to state: “In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority.” FCE fails that requirement too because the City of Derby granted nothing to FCE despite what the document says because the City of Derby failed to comply with section 22 of its own Charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

The RFP then goes on to state: “In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing ... that the Bidder has an unconditional option agreement to purchase or lease the site for such term.” FCE fails that requirement too because in order for the option to lease to be “unconditional” it must be validly executed and validly authorized, and not subject to future approvals or seal bid processes. The option to lease from the City of Derby does not satisfy those requirements either because the City of Derby failed to comply with section 22 of its own Charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

Jefferson asserts that the purported “option to lease” provides no rights to FCE because the City of Derby is powerless to grant any rights until, and unless, it first adheres to the clear requirements of both Conn. Gen. Stat. § 7-163e and section 22 of the Derby City Charter, the latter

of which requires a sealed bid process to award any rights on, to or in municipal real property.

No attempt was made by the City of Derby to comply with either Conn. Gen. Stat. § 7-163e and section 22 of the Derby City Charter prior to execution of the “option to lease” or after the execution of the “option to lease.” Without full compliance, the “option to lease” provides no legal rights to FCE to use or lease the land on which FCE seeks to place its facility, and can grant no “option” to rights that cannot be given.

Jefferson also asserts that the purported “option to lease” provides no rights to FCE because the purported “option to lease” is nothing more than a letter of intent and unenforceable under Connecticut’s statute of frauds, Conn. Gen. Stat. § 52-550, because the “option to lease” does not specify the lease price. Rather the price to be paid is left to the later negotiation of the parties. *See, **EXHIBIT 3**, Option to Lease, sec. 1* (“The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option.”). *See also, **EXHIBIT 3**, Option to Lease, Exhibit B, par. 4* (“Optionee shall pay annual rent to City in an amount to be negotiated by the parties.”) Clearly, whatever term one uses to identify the purported “option to lease”, it does not constitute an *unconditional* option agreement to purchase or lease the site offered by FCE as its controlled development site. Even in the absence of the failure to satisfy the public procurement requirements, it is hornbook law that the lack of a fixed price makes the option to lease unenforceable, void and grants no legal rights to FCE. *See, SS-II, LLC v. Bridge St. Assocs.*, 293 Conn. 287 (2009).

The fact that the option to lease is illusory can also be illustrated by a simple example. Under section 22 of the Derby Charter the final step in the process to grant any rights, on, to or in the Derby-owned land would be a sealed bid process. Jefferson or anyone else could submit a bid

in that sealed bid process and outbid FCE. The FCE position is that so long as the site control documentation submitted with a bid states that the bidder has site control, then the inquiry stops. Thus, under such a view, an option to lease and site affidavit could be signed by Mickey Mouse or Donald Duck.

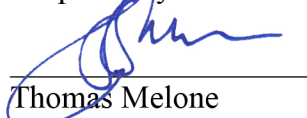
Section 3.4 of the SCEF Program Requirements states that “DEEP shall review and approve the electric distribution companies’ (“EDC”) final selections before the EDCs submit them to PURA to ensure consistency with the [SCEF] Program.” Section 3.4 requires DEEP to “evaluate Bids to ensure they comply with the requirements established in Appendix B” and to instruct the EDCs to remove noncomplying bids from the rankings. Because the FCE bid did not meet the site control requirements of the RFP, DEEP’s failure to remove it from the rankings was clearly erroneous and arbitrary and capricious.

Conclusion

For the reasons stated above, Jefferson requests that the Commissioner declare that DEEP erred in concluding that the bid submitted by FCE in the response to the RFP satisfied the site control requirements of the RFP, and that DEEP’s failure to remove it from the rankings was clearly erroneous and arbitrary and capricious.

Dated: February 1, 2021

Respectfully submitted,



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EXHIBIT 1



Year 1

Request for Proposals

for the

Shared Clean Energy Facility Program

of

The Connecticut Light and Power Company dba

Eversource Energy (“Eversource”)

and

The United Illuminating Company (“UI”)

Issue Date: April 30, 2020

EVERSOURCE AND UI RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS OR PROPOSALS

THE COMPANIES ALSO RESERVE THE RIGHT TO ANNOUNCE CHANGES TO THIS RFP BASED ON PENDING REGULATORY DECISIONS. IN THE EVENT CHANGES ARE MADE, NOTICE OF SUCH CHANGES WILL BE POSTED AND HIGHLIGHTED ON THE COMPANIES’ RESPECTIVE WEBSITES.

1 **GENERAL.**

- 1.1 INTRODUCTION TO THE RFP.** The Connecticut Light and Power Company dba Eversource Energy (“Eversource”), and The United Illuminating Company (“UI”) (each a “Company” and collectively the “Companies”), are hereby issuing this joint Request for Proposals (“RFP”) in furtherance of the “Shared Clean Energy Facility Program” (the “Program” or “SCEF Program”) established pursuant to Public Act 18-50 and Conn. Gen. Stat. § 16-244z.
- 1.2 PROGRAM SUMMARY.** In accordance with Public Act 18-50, Conn. Gen. Stat. § 16-244z, and the December 18, 2019, Decision of the Public Utilities Regulatory Commission (“PURA” or “Authority”) in Docket No. 19-07-01 *Review of Statewide Shared Clean Energy Facility Program Requirements*, the Companies have developed this Request for Proposals “for the purchase of any energy products and renewable energy certificates” produced by any eligible Class I Shared Clean Energy Facility, resulting in the issuance of this and subsequent RFPs. Section 4 of this RFP provides a description of eligible Shared Clean Energy Facilities, and the Program.
- 1.3 CAPITALIZED TERMS; HEADINGS.** Capitalized terms used but not defined in the body of this RFP have the meanings given to such terms in the Subscriber Organization Tariff Terms Agreement and the Subscriber Organization Terms and Conditions (collectively, the “Standard Agreement”), included as Attachment 2 to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Terms and Conditions.
- 1.4 INVITATION TO BID.** You are invited to submit a proposal (“Bid”) as a bidder (“Bidder”) to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy produced by your Facility pursuant to the terms and conditions of a fully executed Standard Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids which equal a production-weighted average Purchase Price in excess of \$160¹ per MWh.
- 1.4.1 Purchase Prices must be provided for each year of the Tariff term; they may be the same each year or change over the Tariff term, provided the production-weighted average Purchase Price over the Tariff term does not exceed the Procurement Price Cap. Purchase Prices must be on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.
- 1.4.2 Proposed Purchase Prices shall not include any Subscriber Savings or On-bill Credit and cannot be conditioned upon or subject to adjustment based upon the availability of the Federal Production Tax Credit or the Federal Investment Tax

¹ Pursuant to Section 7.3 of Exhibit B – Modified SCEF Program Requirements, “Purchase Prices must be bid on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term. In accordance with PURA’s 3/18/20 Notice of Year 1 Procurement Price Cap and Bid Preference in Docket 19-07-01, the year 1 Price Cap is \$0.16 per kWh. Thus, the Companies have converted the \$0.16/kWh to \$160/MWh.

Credit, or the availability, receipt, or continuation of any other tax treatment or government grant or subsidy.

- 1.5 QUALIFICATION.** To be considered for selection, a Bid must meet all of the requirements set forth in Section 4, (“Bidder Eligibility Requirements”), and adhere to the schedule and other requirements set forth in Section 2, RFP Process.
- 1.6 EVALUATION AND AWARD CRITERIA.** Each Company will base its independent evaluation and award(s) on (i) qualified Bids, (ii) pricing, (iii) bid preference as defined by DEEP and approved by PURA if applicable and (iv) compliance with the RFP Process.
- 1.7 REGULATORY APPROVAL.** Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by PURA as set forth in the Standard Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, each Company will submit required information to PURA following the completion of each annual procurement process. If any of the Bids and/or Standard Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Standard Agreement(s). Article 12 of the Subscriber Organization Terms and Conditions addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Term Agreement(s), and/or individual awards.
- 1.8 NATURE OF SOLICITATION.** The Companies will evaluate all conforming Bids, and DEEP will evaluate Appendix B for all conforming Bids, however, the Companies make no commitment to any Bidder that it will accept any Bid(s). The Companies reserve the right to discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract.
- 1.9 STANDARD AGREEMENT.** In the event of any inconsistency between the provisions of the Standard Agreement or any other part of this RFP or RFP Process, the provisions of the Standard Agreement are controlling. Bidders should review the Standard Agreement thoroughly and submit their Bids based upon the terms and conditions of the Standard Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariffs.
- 1.10 CONFIDENTIALITY.** The receiving Company agrees to treat Bids in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder’s participation in the solicitation process described herein. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Bids submitted by any Bidder may be publicly disclosed within the time periods set forth in such orders, as may any awarded Standard Agreement in its entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders², as these regulatory orders may change from time to time.

² PURA has established Docket No. 19-07-01 for matters pertaining to the SCEF program.

2 **RFP PROCESS.**

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

2.2 BIDDER’S CONFERENCE.³ The Companies will hold a Bidders Conference to answer questions about the RFP in accordance with the RFP Schedule. The purpose of the Bidders Conference is to provide the opportunity to clarify any aspects of the RFP. Prospective bidders may submit questions about the RFP prior to the Bidders Conference. The Companies will attempt to answer questions submitted prior to and during the Bidders Conference. While the Companies may respond orally to questions posed at the Bidders Conference, only written answers that are provided in response to written questions will be considered official responses. The Companies will post responses to Bidders’ questions on their web sites following the Bidders Conference. Please see Section 6 of this RFP for contact information, including Company websites.

2.3 BID SUBMISSION.

2.3.1 Bid Forms. Each Company will develop and maintain its own form to be used for Bid submission (“Bid Form”). Each Company’s website will contain a link to such Company’s Bid Form and Company-specific instructions for Bid submission. Each Company’s website contains additional forms that Bidders may be required to complete. Bids are discussed in Sections 2.3.2 and 2.4 below.

2.3.2 Submission of Bids. Bids must be submitted in accordance with the Company-specific instructions provided on each Company’s website. Bidders must comply with the instructions to ensure that their Bids are complete. In addition to completion of the Bid Form, Bidders must provide a Bid Certification Form, and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, interconnection application confirmation receipt, certification of carbon neutrality by 2040, or other forms as necessary, based on the specifics of the Bid. Bidders must also submit the information requested in Appendix B to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date in accordance with the schedule outlined in Attachment 1. These documents are defined and explained in Section 2.4, below. Specific instructions for how to provide these additional documents may vary by Company and are set forth in the Company-specific instructions.

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

To UI: Bids must be submitted to UI in accordance with instructions to be provided on the UI website at www.uinet.com → Suppliers and Partners → Power Procurement; click on the

³ The Bidder’s Conference will be held as a Webinar only.

link to the Year 1 RFP for SCEF (Shared Clean Energy Facility)

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

2.4.1 “Bid Certification Form”. This form **is mandatory**. Every Bid must be accompanied by an executed Bid Certification Form, which must contain three signatures, one by the Bidder, one by the Subscriber Organization, and one by the owner of the project site. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all required signatures, the appropriate notary⁴, and the appropriate proof of site control, will not be considered. Each Company’s website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

The Bid Certification Form consists of the following:

- Page 1 – Instructions for completion of Pages 2 through 4
- Page 2 – Bidder’s Signature, Commitment and Acceptance: By signing this page of the Certification form, the Bidder or a duly authorized representative of the Bidder is making a number of certifications, including that the information provided in the Bid is complete and accurate, and that the Bidder and the project meet the eligibility requirements set forth in this RFP as discussed in Section 4 below.
- Page 3 – Subscriber Organization’s Signature, Commitment and Acceptance: By signing this page of the Certification form, the Subscriber Organization or a duly authorized representative of the Subscriber Organization is making a number of certifications, including that the Subscriber Organization has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the project Bid are true and accurate to the best of the Subscriber Organization’s knowledge.
- Page 4 – Affidavit of Owner of the Project Site’s Notarized Signature, Commitment and Acceptance: The owner of the project site must sign this affidavit, which is required to be witnessed by a Notary Public⁴. By signing the affidavit, the owner of the project site or a duly authorized representative of the owner of the project site is making a number of affirmations and certifications, including that the owner of the project site has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the project site are

⁴ Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>

true and accurate to the best of the knowledge of the owner of the project site.

- **Page 5 – Proof of Site Control for SCEF Project:** The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing one of the following: (a) that the Bidder owns the site or has a lease or easement with respect to the site on which the proposed Shared Clean Energy Facility will be located for a term of at least as long as the term of the Standard Agreement; or (b) that the Bidder has an unconditional option agreement to purchase or lease the site for such term
- Eversource requires that the Bid Certification Form must be attached to the Bid as one single PDF (.pdf) file prior to submission as part of the completed Bid. Both the Bid and Bid Certification Form are submitted at the same time.
- UI requires that the Bid Certification Form and all other required documents be uploaded on the last page of the online Bid in accordance with UI's bid form instructions, as posted on UI's website. The most current form on UI's website must be used.

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

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

- 2.4.4 **Certification of Carbon Neutrality by 2040:** All bids received from Class I renewable energy sources that emit carbon must certify that the project is technologically capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established.⁵
- 2.4.5 **Appendix B: Submittal to DEEP.** This form **is mandatory**. In addition to any complete Bid submitted to the Electric Distribution Companies (“EDCs”) as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B. Bidders must submit this information to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable RFP, as noted in Attachment 1. Failure to provide this information to DEEP in its entirety by the applicable Bid due date shall disqualify the Bid from the procurement.
- 2.4.5.1 If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.
- 2.4.5.2 DEEP will evaluate the information provided in Appendix B to determine whether the Bidder meets the criteria to qualify for the Bid Preferences as outlined in Section 3.1.5. DEEP, at their sole discretion, will determine which Bid Preference(s) the project qualifies for, and will notify the EDC’s accordingly. The EDCs will then use the Bid Preferences to weight the Bid Price(s) based on the weighting established by DEEP and approved by PURA⁶. Bidder will still receive their submitted Bid Price(s) under the Tariff if selected as a winning Bidder.

3 BID EVALUATION.

- 3.1 The Companies will base their evaluations on pricing, with any ties to be settled through a random selection process.
- 3.1.1 For winning Bids, upon notification by electronic mail of its selection as a winning Bidder, Bidder agrees that the Pricing component(s) and all other Facility Information of its Bid(s) shall remain binding until a Standard Agreement is fully executed by the respective Company and Bidder.
- 3.1.2 Each EDC will select Bids with the lowest unit price proposals first, after factoring in any applicable Bid Preferences as determined by DEEP, and will continue until the annual MW cap allocated to the EDC is met. If, prior to reaching the MW cap established in the Act, the next Bid in the queue would

⁵ Pursuant to PURA’s April 14, 2020 Letter in Docket 19-07-01, “All bids received from Class I renewable energy sources that emit carbon must certify that the project is capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established. *See* Executive Order No. 3 dated November 3, 2019 signed by Governor Ned Lamont. *See also*, S.B. 10, Session Year 2020.” This certification is for informational purposes only.

⁶ Pursuant to the Notice of Year 1 Procurement Price Cap and Bid Preference issued by PURA on March 18, 2020, the Year 1 Bid Preferences are Brownfields and Landfills.

mean the total MWs selected exceed the MW cap, the EDC will offer the remaining MWs to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement.⁷ This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue.

- 3.1.3 Bids that are not selected as winning Bids may remain active on “standby”. If one or more Bidders who were selected within a category do not execute the Standard Agreement, the next lowest cost Bid on standby may be offered an award.
- 3.1.4 As provided in Section IV of the Tariff Terms Agreement, winning Bidder(s) must provide Development Period Security and Operating Period Security equal to the amounts indicated on the Tariff Terms Agreement. Development Period Security must be provided to the EDC at the time of Bid submission. Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Development Period Security may be converted to Operating Period Security at the Subscriber Organization’s election. These amounts shall be based upon the following formulas:

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

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

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

4 BIDDER ELIGIBILITY REQUIREMENTS. All Bids must meet the following eligibility requirements set forth below. Specifically, Bids will be considered from a Qualified Bidder with respect to RECs and energy created or to be created from an Eligible Facility. Failure to meet any of these requirements could lead to disqualification of the Bid from further review and evaluation.

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

- 4.1.1 Received by the appropriate EDC which serves the electric load where the proposed SCEF facility will be located prior to RFP deadline;
- 4.1.2 Accompanied by the correct amount of Development Period Security which must also be submitted in accordance with the EDC’s guidelines;

⁷ For purposes of clarification, if the Company has 5MW to award, and has awarded 4.5MW, the Company is left with 500kW of capacity. If the next lowest priced Bid in the queue is for a project that is 2MW, that project will be offered only the remaining 500kW of capacity at their submitted Bid price.

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

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

4.3 APPENDIX B: SUBMISSION TO DEEP. Submission of the complete Appendix B: Submission to DEEP form, to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date as outlined in Attachment 1 is required. Failure to provide a complete copy of Appendix B: Submission to DEEP by the Bid due date will result in immediate and automatic disqualification of the Bid.

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

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

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

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

4.4 SITE CONTROL. Submission of the completed Bid Certification Form, including the affidavit⁸ from the owner of the project site and the applicable documentation

⁸ Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>

demonstrating that the Bidder has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control, represents site control.

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

5 SCEF PROGRAM INFORMATION.

5.1 SCEF PROJECT DESCRIPTION.

- 5.1.1 SCEF Projects must qualify as Connecticut Class I renewable energy sources under Conn. Gen. Stat. §16-1(a)(26).
- 5.1.2 The Companies will procure Bids for up to twenty-five (25) MW⁹ (AC) of qualifying projects with a nameplate capacity rating greater than one hundred (100) kW (AC) and not to exceed four thousand (4,000) kW (AC). The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance, which the EDC's expect to be 20 MW to Eversource, and 5 MW to UI.

5.2 PROJECT ELIGIBILITY.

- 5.2.1 Eligible projects must be located in the Companies' service territory.
- 5.2.2 Projects proposed must seek and gain approval to interconnect to the applicable Company's distribution system through the standard Company interconnection process. Projects must meet Company Guidelines for Interconnection ("Guidelines") that have been approved by PURA. The interconnection process is separate and distinct from the SCEF Program.
- 5.2.3 Each project must have a separate meter dedicated to the measurement of the project's energy output for the purpose of determining the quantity of Connecticut Class I RECs (the "Production Meter"), and such meter must meet the metering requirements established by NEPOOL GIS and the Company in whose service territory the project is located. Bidders should note that the Companies have different metering requirements available on the respective Company's website, and Bidders should familiarize themselves with those requirements. Projects may have additional metering requirements separate and distinct from the Production Meter requirement. These additional metering requirements are not a part of the Program, and Bidders must meet all such requirements.
- 5.2.4 A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities

⁹ Megawatts and Kilowatts are in AC for all cases.

constructed prior to the solicitation date but updated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

- 5.2.5 A SCEF may use federal subsidies, incentives, or tax benefits. However, a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act (“PURPA”) tariffs, LREC/ZREC contracts, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the facility’s energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.
- 5.2.6 Bidders may not submit Bids for the same project, or multiple projects on the same parcel(s) of land, for consideration in both this RFP and the annual LREC/ZREC RFP. If Bids are received for the same project or multiple projects on the same parcel(s) of land for consideration in both this RFP and the annual LREC/ZREC RFP, the Companies will allow the first Bid submitted, regardless of the program it was submitted to, to remain active, and all other Bids will be disqualified.
- 5.2.7 A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed four thousand (4,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.
- 5.2.8 The final as-built size of the SCEF shall not exceed the proposed, or as-bid, nameplate capacity.
- 5.2.9 A proposed facility over four thousand (4,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. For example, the bidder for an 8,000 kW project may not split that project into two 4,000 kW projects. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the four thousand (4,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC’s metering requirements.
- 5.2.10 During any single solicitation, for any single generation site, the EDCs will evaluate only one Bid per technology or one Bid that uses a combination of technologies (e.g., a wind turbine that has associated solar panels).
- 5.2.11 The aggregate maximum capacity of all Bids located on a single parcel of land, or contiguous parcels under common ownership or with a common Bidder, shall be limited to four thousand (4,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of the Act. Any subdivision of parcels must be recorded with the municipality in which such parcel is located

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

- 5.2.12 If an existing SCEF through PA 18-50 or the pilot program, LREC/ZREC, or other PA 18-50 tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. An exception to this requirement will be made for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program.
- 5.2.13 A Shared Clean Energy Facility for a Selected Bid shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC. If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date.
- 5.2.14 A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment.
- 5.2.15 A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on core forest. The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base. This shall be provided to DEEP consistent with Appendix B.
- 5.2.16 Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). In addition, any solar Bid must include documentation that no more than ten (10) percent of the acreage of the generation site and interconnection route are on slopes greater than fifteen (15) percent. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.
- 5.2.17 All bids received from Class I renewable energy source that emit carbon must certify that the project is technologically capable of becoming carbon neutral by

2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established.

6 CODE OF CONDUCT/COMMUNICATIONS.

6.1 The evaluation of this RFP will be conducted in a manner to assure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

6.2 Bidder Questions:

6.2.1 The Companies will be available throughout this RFP process to receive questions. Such questions should be submitted directly to the program administrators at the following addresses and in accordance with the RFP Schedule (see Attachment 1, Table 1):

Eversource: SCEF@eversource.com

UI: SCEF@uinet.com

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

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

UI: www.uinet.com → Suppliers and Partners → Power Procurement; click on the link to the SCEF (Shared Clean Energy Facility) Program Information and Documents

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

Attachment 1

TABLE 1 – RFP Schedule*

ACTION ITEM	DATE
Release of RFP	April 30, 2020
Bidders Conference – Webinar Only	On or About June 4, 2020
Deadline for Submission of Questions	On or About June 6, 2020
Bid Forms Due	July 13, 2020 by 1:00 p.m. (Eastern Prevailing Time “EPT”), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders	On or about August 31, 2020
Tariff Terms Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed Tariff Terms Agreements by the due date established by the Companies which is expected to be approximately 10 businesses days after selection and notification of winning bidders.
Subsequent Rounds of Selection and Notification of Winning Bidders	Approximately 5 business days after Tariff Terms Agreement Execution date (date on which executed Tariff Terms Agreement is due to the EDC for each round of selection). After each Tariff Terms Agreement Execution Date, each EDC will re-evaluate it’s available MWs and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly. This process will continue until the earlier of 1) all available MWs are allocated, or 2) November 1, 2020, to allow enough time for the EDCs to submit “...bids selected after July 1 by January 1 of the next calendar year.” ¹⁰
Final selections submitted to DEEP for review and approval	Within two weeks following completion of the annual Procurement process
Final approval received from DEEP	Within two weeks of receipt of final selections from the each of the EDCs
Tariff Terms Agreement(s) Filed with PURA	Following DEEP’s approval of EDCs’ final selections
Commencement of Service	Within three calendar years from the date of PURA approval of the Tariff Terms Agreement(s)

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

¹⁰ DOC. NO. 19-07-01, ORDER NO. 4.

Attachment 2

TARIFF TERMS AGREEMENT AND TARIFF TERMS AND CONDITIONS FOR SUBSCRIBER ORGANIZATIONS (“STANDARD AGREEMENT”)

Appendix B: Submittal to DEEP

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

EXHIBIT 2



PUBLIC ACT 18-50 SECTION 7(A)(1)(C)
STATEWIDE SHARED CLEAN ENERGY FACILITY PROGRAM
MODIFIED PROGRAM REQUIREMENTS

1. BACKGROUND

The Department of Energy and Environmental Protection ("DEEP") establishes these program requirements, with modifications from the Public Utilities Regulatory Authority ("PURA"), for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Section 7 of Public Act 18-50, *An Act Concerning Connecticut's Energy Future* ("the Act"). The electric distribution companies shall develop tariff proposals to submit to PURA consistent with these program requirements.

2. DEFINITIONS

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

"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;

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

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

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

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

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

"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 cash, which shall be provided by the Subscriber Organization to the EDC during the development of the SCEF;

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

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

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

"In-Service Date" shall mean the date upon which the EDC issues an Approval to Energize letter to the system owner, which shall not be before July 1, 2021;

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

"Low-income Customer" means an in-state retail end user of an EDC (i) whose income does not exceed eighty per cent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size, or (ii) that is an affordable housing facility as defined in Section 8-39a of the General Statutes;

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

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

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

"Moderate-income Customer" means an in-state retail end user of an EDC whose income is between eighty (80) percent and one hundred (100) percent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size;

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

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

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

"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;

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

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

"PURA" means the Public Utilities Regulatory Authority;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. PROCUREMENT PROCESS

On an annual basis for a total of six (6) years, the EDCs shall conduct a procurement process for the solicitation of Bids for Shared Clean Energy Facilities for an aggregate total of twenty-five (25) megawatts¹ ("MWs") of capacity per year, consistent with these Program requirements. The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance.

The EDCs will issue one solicitation with the Year 9 LREC/ZREC solicitation in 2020 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. The EDCs will issue another solicitation with the Year 10 LREC/ZREC solicitation in 2021 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. Thereafter, the EDCs will issue one solicitation in January of each year, filing Selected Bids by July 1.

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

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

3.1. Program Structure

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

3.2. Subscriber Enrollment Form

Any Customer, not already enrolled through the EDC-administered identification and enrollment process, wishing to become a Subscriber must use the Subscriber Enrollment Form developed by the EDCs. The Subscriber Enrollment Form may require the Customer to provide: the Customer of record; customer

¹ Megawatts are in AC for all cases (MW_{AC}).

account number; address associated with the individual billing meters assigned to the Customer of record; and any other information deemed necessary by DEEP and/or PURA. The Subscriber Enrollment Form is subject to approval by PURA.

Based on the information provided in the Subscriber Enrollment Forum, the EDC will verify the Customer's eligibility pursuant the customer eligibility and verification processes put in place to comply with subsection 6.1 and will utilize the Subscriber's historic average annual electric use at the premises or a reasonable² estimate if the Subscriber has less than twelve (12) months of actual electric use to determine the Subscriber's share of the estimated annual output from the SCEF, to be used in calculating the On-bill Credit.

Appendix A outlines further Subscriber terms and conditions.

3.3. Timing

DEEP shall submit the Procurement Price Cap and the Bid Preferences to PURA no later than January 31, 2020 for the first program year and no later than January 31, 2021 for the second program year. Starting September 2021, DEEP shall submit the Procurement Price Cap and Bid Preferences to PURA no later than September 1 in each subsequent year to allow for public input on those elements of the Program through the docket proceeding established by PURA. The Procurement Price Cap and the categories of Bid Preferences shall be made public for the benefit of all Bidders; the weighting of the Bid Preferences shall be kept confidential to maintain the competitiveness of the procurement. Examples of Bid Preferences DEEP is considering include, but are not limited to, the reuse and redevelopment of existing sites like landfills and brownfields, benefits to Environmental Justice Communities, and land identified by the Department of Transportation pursuant to Section 8 of Public Act 19-35, *An Act Concerning a Green Economy and Environmental Protection*.

3.4. Evaluation and Selection Process

The Purchase Price for each SCEF will be based on a competitive bidding process. The EDCs will issue one solicitation each year. The EDCs will evaluate Bids based on fixed Bid prices considering any applicable Bid Preferences as established by DEEP and submitted to PURA. In addition, DEEP will evaluate Bids to ensure they comply with the requirements established in Appendix B to the satisfaction of DEEP. Bidders must submit the information requested in Appendix B to DEEP at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable procurement. Failure to provide this information to DEEP in its entirety by the applicable date shall disqualify the Bid from the procurement. DEEP will continue to assess the information required in Appendix B and reserves the right to modify the requirements. Any such changes shall be submitted to PURA by September 1 before the next solicitation.

Each EDC shall evaluate and select Bids independently and separately. The EDCs will rank Bids in order from lowest to highest unit price. The EDCs will then use the Bid Preferences to weight the bid prices based on

² For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

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

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

Any eligible Bid that is not selected in the initial selection round shall be placed on standby. The annual MW commitment will be based on the as-Bid size of the Project. Upon the initial selection of Bids for each solicitation, the EDCs shall notify each Bidder individually as to whether its Bid was selected, not selected, or placed on standby. Bidders may elect to forego standby status by opting to withdraw their Bid. If a selected Bidder chooses not to move forward with its Bid, then the MWs committed to that Bid's Project will be released then offered to the next Bid on the standby list, when applicable.

If, after the EDCs' July 1 filing, there is insufficient MWs on the standby list to use all MWs authorized under the Act, each EDC with remaining MWs shall conduct subsequent rounds of project selections. The subsequent rounds of project selections will conclude upon the selection of all authorized MWs and with enough time for the EDCs to file any additional project selections by January 1 of the following year. Additional projects selected must also comply with the terms and conditions of the Tariff. Any MWs of Program capacity not allocated in the calendar year expire at the end of the calendar year, consistent with the Act. Any allocated Program capacity foregone by a selected Bidder choosing not to move forward with their bid shall be reallocated to the Program capacity of the next upcoming solicitation following the Bidder notifying the EDC of its intention not to move forward with their project, using the applicable guidelines for that solicitation.

DEEP shall review and approve the EDCs' final selections before the EDCs submit them to PURA to ensure consistency with the Program. The Purchase Prices for all Selected Bids shall be publicly filed at PURA.

3.4.1 REC Aggregation

For simplicity and ease in Program administration that minimizes overall costs and maximizes benefits to ratepayers, the EDCs will aggregate the RECs into "batches" (or "tranches") in a manner similar to how the Green Bank currently aggregates RECs produced from Solar Home Renewable Energy Credit Facilities (SHREC Facilities).³ Each REC batch will be created based on in-service vintage year (and/or quarter) and class of technology. To illustrate, for Projects that are successfully in-service in 2022, the EDC may have an aggregation batch for "2022 SCEF" (or "Q4 2022 SCEF").

³ See, e.g., *Bid of the Connecticut Green Bank for Qualification of Solar Home Renewable Energy Credit (SHREC) Facilities as Class I Renewable Energy Sources - Q3 2016 - 6.1 MW*, PURA Docket No. 17-03-40 (filed Mar. 17, 2017).

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

Pursuant to Section 7(d) of the Act, the EDCs will manage RECs as directed by PURA, specifically whether to dispose of RECs through retirement and related prospective reduction of supplier/EDC RPS requirements, or through resale into the regional market. Any net revenues from the resale of RECs created under this Program shall be credited to Customers through a nonbypassable fully reconciling component of electric rates for all Customers of the EDC, consistent with the Act.

3.5. Security

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

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

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

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) business days. Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such security has

been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

3.6. Tariffs

Each Selected Bid will have its own Tariff rate based on its accepted Purchase Price, as approved by PURA. Tariff rates will be paid quarterly to Subscriber Organizations based on a cents/kWh calculation of the Purchase Price multiplied by the metered kWh applicable to the SCEF. The EDC will separately provide On-bill Credits to the Subscribers on a monthly basis through Subscribers' electric bills with the EDC.

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

4. ELIGIBLE PROJECTS

4.1 Facility Type

A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

A SCEF may use federal subsidies, incentives, or tax benefits. However a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the facility's energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.

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

4.2. Facility Size

A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed four thousand (4,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

The final as-built size of the SCEF shall not exceed the proposed, or as-bid, nameplate capacity.

A proposed facility over four thousand (4,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the four thousand (4,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

4.3 In-Service Date

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

If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date.

A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment. If the SCEF becomes ineligible for the Tariff due to a Bidder event of default, including failure to meet any of the in-service date requirements above, the Development Period Security is forfeited and will not be returned to the Bidder.

4.4 Term

A Shared Clean Energy Facility for a Selected Bid approved by PURA to receive Tariff payments will be eligible for compensation for energy produced as defined herein and Delivered to the EDC at the approved Tariff Rate for a twenty- (20-) year term commencing on the first day of the month following the In-Service Date.

4.5 Generation Site

A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on core forest. The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base.

Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). In addition, any solar Bid must include documentation that no more than ten (10) percent of the acreage of the generation site and interconnection route are on slopes greater than fifteen (15) percent. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing one of the following: (a) that the Bidder owns the site or has a lease or easement with respect to the site on which the proposed Shared Clean Energy Facility will be located for a term of at least as long as the term of the Agreement; or (b) that the Bidder has an unconditional option agreement to purchase or lease the site for such term.

If an existing SCEF through PA 18-50 or the pilot program, LREC/ZREC, or other PA 18-50 tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. An exception to this requirement will be made for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program.

The aggregate maximum capacity of all Bids located on a single parcel of land, or contiguous parcels under common ownership or with a common Bidder, shall be limited to four thousand (4,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of the Act. Any subdivision of parcels must be recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a parcel of land that was not subdivided before January 1 of the year of the solicitation to which the Bidder is responding, or for which a subdivision was not recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation, only the lowest priced Bid will be eligible, and all other Bids will be disqualified. At the time of bidding, the Bidder offering multiple Bids at a parcel must demonstrate such recording with the municipality to the appropriate EDC.

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

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

4.6 Project Viability

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

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

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

5. ELIGIBLE BIDDER

5.1. Experience

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

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

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

5.2. Operation and Maintenance

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

5.3. Bid Submission

Bids must be submitted in accordance with the solicitation issued by the relevant EDC, which will set forth specific filing instructions. Each Bidder must comply with the instructions set forth by the solicitation to ensure that its Bid is complete. In addition to completion of the Bid Form, each Bidder must submit a Bid Certification Form and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement, interconnection application confirmation receipt, or other forms as necessary. Specific instructions will be included with the solicitation for how to provide these additional documents and the entity to which these documents shall be provided (i.e., the EDC or DEEP).

Bids do not need to include a list of Subscribers at the time of submission.

6. SUBSCRIBERS

6.1. Subscriber Requirements

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

Subscribers are limited to the following classes of Customers:

- Low-income Customers;
- Moderate-income Customers;
- Small Business Customers;
- State or municipal Customers;
- Commercial Customers; and
- Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property, or a property where the Customer does not control the property's roof, such as a multi-unit condominium; or (2) reside in their own property, but have written documentation from a rooftop solar installer that they are unable to install solar panels on their roof.

For any given billing meter, a Subscriber may have only one Subscription to one SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of electric use, a reasonable⁴ estimate of historical use). A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or Public Act 18-50 tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

For each SCEF, twenty (20) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered

⁴ For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

identification and enrollment process by: LMI⁵ Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

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

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

6.2. Subscription Method

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

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

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

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

⁵ Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed.

7. ON-BILL CREDIT

7.1. Subscriber Credit

The EDC will credit each Subscriber on the monthly bill based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWhs). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWhs.⁶

The Subscriber Savings Rate will be \$0.025/kWh.

Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month and be cashed out at the end of the annual period or at the termination of service, as applicable.

7.2. Purchases of Energy

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

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

A Subscriber Organization owns the capacity and may participate in the ISO-NE capacity market at its discretion.

7.3. Bidding of Purchase Prices

Bidders shall not offer a Purchase Price that exceeds the Procurement Price Cap established by DEEP and approved by PURA. Purchase Prices must be provided for each year of the Tariff term; they may be the same each year or change over the Tariff term, provided the production-weighted average Purchase Price over the Tariff term does not exceed the Procurement Price Cap. Purchase Prices must be bid on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.

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

7.4. Delivery of Energy

Energy must be delivered to the applicable ISO-NE node on behalf of the EDC. The Subscriber Organization is responsible for all costs associated with scheduling and delivery of the SCEF's energy to the applicable ISO-

⁶ The On-bill Credit will be a fixed amount each month for the duration of the Subscription.

NE node, and the EDC will not be responsible for any costs associated with such Delivery, including but not limited to wheeling charges.

7.5. Delivery of RECs

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

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

7.6. Reimbursement for Failure to Deliver RECs

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

6. CERTIFICATION

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

7. COMPLIANCE FILINGS

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

- 1) The EDC shall annually review SCEF subscriptions in aggregate for the preceding year. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type, specifically providing:
 - a) Annual aggregate SCEF production;
 - b) Annual aggregate SCEF Subscribed Energy by Customer eligibility type, including opt-in Subscribers;
 - c) Information on each Subscriber who was a Subscriber in the preceding year, including the Subscriber's meter address, customer class, date of entry and exit, as applicable;
 - d) The number of residential Subscribers and corresponding Subscription kWhs in the preceding year that were subscribed by way of physical written documentation from a rooftop solar installer that demonstrates they are unable to have solar panels installed on their roof, including any associated documentation;

- e) The number of Subscribers and corresponding Subscription kWhs in the preceding year that are in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, for such Subscriber;
 - f) All marketing materials used to recruit opt-in Subscribers in the preceding year, including but not limited to the website used by the EDC; and
 - g) The number of Subscriptions, and kWhs associated with any such Subscriptions, which were: (1) transferred to another location when a Subscriber moved; (2) terminated; or (3) resized in the preceding year.
- 2) No later than November 30, 2022, and annually thereafter, each EDC shall provide an aggregate list of eligible LMI customers readily identifiable in the EDC's billing system, by number of customers and annual electricity consumption, not currently subscribed through the SCEF program.

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

PURA reserves the right to remove a Subscriber Organization from the Program for failure to meet any compliance filings ordered by DEEP or PURA. DEEP and PURA reserve the right to perform an audit of records, data, information, or other material relative to any required compliance filings. DEEP or PURA may conduct periodic audits of the Subscriber Organization to ensure continued compliance with the Program requirements. If a violation is found during an audit, PURA reserves the right to terminate eligibility under the Tariff.

APPENDIX A: SUBSCRIBER TERMS AND CONDITIONS

A1. SUBSCRIBER TERM

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

A2. SUBSCRIPTION PORTABILITY AND TRANSFERABILITY

1. Portability

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

- (1) An Individual Billing Meter for electric service exists at the new premises;
- (2) The Individual Billing Meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility; and
- (3) The Subscriber is established as the Customer of record for electric service at the new premises.

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

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

2. Transferability

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

A3. CANCELLATION OR TERMINATION OF SUBSCRIPTION

1. Cancellation of Subscription by the Subscriber

- (a) Notification to the EDC of Cancellation

- (1) A Subscriber seeking cancellation of a Subscription must provide written notification at least thirty (30) days in advance to the EDC of any cancellation.
- (2) Cancellation of a Subscription shall take effect at the start of the next billing cycle of the Subscriber's EDC account.

2. Termination of Subscription by an EDC

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

- (1) The termination of a Subscriber's electric service with that EDC.
- (2) The termination of the SCEF contract associated with the Subscription.

A4. SUBSCRIPTION SUMMARY CONTRACT

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

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

APPENDIX B: SUBMITTAL TO DEEP

In addition to any complete Bid submitted to the EDCs as part of the application Procurement Plan(s), a Bidder is required to respond to each question below in this Appendix. Bidders must submit this information to DEEP at DEEP.EnergyBureau@ct.gov on the Bid due date established by the EDCs in the applicable procurement.

Directions for sections B1-B9 are outlined below. Each section must be provided in its entirety with all of the supporting information requested. If any section is not applicable, this should be stated and a full explanation should be provided.

B1. FINANCIAL EXPERIENCE

B1.1. 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.

B1.2. 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.

- B1.3.** The Bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required Security, including its plan for doing so.
- B1.4.** 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.
- B1.5.** 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.
- B1.6.** 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.
- B1.7.** Description of Bidder and all affiliated entities and joint ventures transacting business in the energy sector.
- B1.8.** 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?
- B1.9.** Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against DEEP or the state.
- B1.10.** 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.
- B1.11.** 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).
- B1.12.** Identify all regulatory and other approvals needed by Bidder to execute a binding sale agreement.

B2. PROJECT MANAGEMENT EXPERIENCE

B2.1. Provide statements that identify 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.

B2.2. 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:

- v. Name of the project
- vi. Location of the project
- vii. Project type, size and technology
- viii. Commercial operation date
- ix. Estimated and actual capacity factor of the project for the past three years
- x. Availability factor of the project for the past three years
- xi. References, including the names and current addresses and telephone numbers of individuals to contact for each reference.

B2.3. 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.

B2.4. 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.

B3. OPERATIONAL PARAMETERS

B3.1. 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).

B3.2. 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).

B3.3. 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.

B4. 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.

B4.1. 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.

B4.2. 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.

B4.3. 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.

B5. OPERATION AND MAINTENANCE

B5.1. 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.

B5.2. Describe in detail the proposed O&M funding mechanism and funding levels to support planned and unplanned O&M requirements.

B5.3. 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.

B5.4. Provide examples of the Bidder's experience with O&M services for other similar projects.

B6. GENERATION SITE

B6.1. 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.

B6.2. 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.

B6.3. Provide evidence that the Shared Clean Energy Facility site and interconnection route 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.

B6.4. 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).

B6.5. 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.

B6.6. 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).

B6.7. 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.

- B6.8.** Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the distribution and/or transmission providers.
- B6.9.** 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.
- B6.10.** Provide the impact the Shared Clean Energy Facility will have on reliability and the local distribution system.
- B6.11.** Attest that the generation site of the Shared Clean Energy Facility neither impacts, in whole or in part, Core Forest.
- B6.12.** 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.

B7. PERMIT ACQUISITION PLAN AND ENVIRONMENTAL VIABILITY

- B7.1.** Provide a viable plan to acquire all permits. 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.
- B7.2.** Provide the anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements and any documentation supporting such anticipated timeline. 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.
- B7.3.** Provide a preliminary environmental assessment of the site and project, including both construction and operation, as applicable. In addition, identify environmental impacts associated with the proposed project, any potential impediments to development, and the Bidder's plan to mitigate such impacts or impediments. The Bidder should also describe whether the project makes positive re-

use of a previously disturbed site, including landfills or brownfields. For projects located within Connecticut, each Bidder should reference DEEP's Forestland Impact Map in its environmental assessment and submit a copy of the Forestland Impact Map with the project footprint superimposed on it. This Forestland Impact Map is a useful screening tool for siting purposes.⁷ The analysis should address each of the major environmental areas presented below, as applicable to the proposed project:

- i. Impacts to water resources – These resources include but are not limited to wetlands and wetland soils, waterbodies, watercourses, groundwater, drinking water and public water supplies, and how those impacts will be avoided, reduced, and mitigated if necessary, consistent with federal policy on no net loss of wetlands. If an impact is likely to occur, plans to reduce and mitigate must be clearly documented. The assessment for wetlands should include a vernal pool assessment, proposed setbacks from wetlands and vernal pools, and avoidance or mitigation measures take to reduce wetland impacts.
- ii. Impacts to ecological and natural resources – These include any impacts to wildlife, including but not limited to endangered, threatened, or special-concern species listed in the DEEP Natural Diversity database.
- iii. Land use impacts – Describe how the project conforms to applicable state plans directing conservation and development and other natural resource plans. Describe any impacts to prime farmland and agricultural soils, and the plan to mitigate such impacts or impediments. Describe any impacts to forest resources, including acreage and type of forest impacted, and measures taken to avoid or lessen forest resource impacts. Describe any potential detrimental impacts due to reuse of contaminated land.
- iv. Positive reuse of contaminated land – Explain whether the facility will re-use sites with limited development opportunities, like brownfields and landfills.⁸
- v. Impacts during site development
- vi. Transportation infrastructure impacts
- vii. Air quality impacts

⁷ The Forestland Impact Map provides a preliminary assessment of whether the installation materially affects the status of the land as core forest under section 16-50k of the General Statutes and should not be used to determine if the project meets the requirement in Section 4.5 of this Program.

⁸ 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>

- viii. Impacts to cultural resources
- ix. Impacts on noise levels
- x. Aesthetic/visual impacts
- xi. Transmission and distribution infrastructure impacts
- xii. Fuel supply access, where applicable

B7.4. 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.

B7.5. Provide a site plan including a scale map of the site that clearly identifies the location of the Eligible Project site, the assumed right-of-way width, the total acreage for the project, the anticipated electric interconnection point, and the relationship of the site to other local infrastructure, including transmission 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.

B7.6. Provide a description of the Eligible Project site and the surrounding area and interconnection route, including but not limited to a description of the local zoning, flood plain, topography, existing land use, and setting (e.g., woodlands, grasslands, agriculture). For solar photovoltaic projects, the description shall include documentation demonstrating: [a] total and percentage of acreage where the site and interconnection route are on slopes of 15 percent or greater; and [b] proximity of the site and interconnection route to ridgelines and ridgeline setback areas as defined in Section 8-1aa of the General Statutes.

B7.7. Indicate how the Bidder intends to satisfy the Connecticut Siting Council requirements. Indicate whether the Bidder intends to go through the certificate process or declaratory ruling process and how the Bidder intends to get a representation in writing from the Department of Agriculture and the Department of Energy and Environmental Protection, as applicable.

B7.8. Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the form _____ available _____ at: http://www.ct.gov/deep/lib/deep/Permits_and_Licenses/Common_Forms/compliance_form.pdf.

B7.9. Include a summary of any disputes relating to the environmental compliance of the Bidder (including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries), including the environmental compliance of projects owned or managed by Bidder or any of its affiliates in the United States or related to any energy product sale agreement.

B7.10. The Eligible 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 proposed Eligible Project. 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:

- i. Successful development and construction of a similar type of project; or
- ii. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets; and
- iii. Experience successfully financing power generation (or demonstrating the financial means to finance the Eligible Project on the Eligible Bidder's, Eligible Project developer's or Eligible Project owner's balance sheet)

B8. PROJECT VIABILITY

B8.1. Provide a reasonable but preliminary engineering plan that includes the following information:

- i. Type of generation technology, if applicable
- ii. Major equipment to be used
- iii. Manufacturer of the equipment
- iv. Status of acquisition of the equipment
- v. 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
- vi. Equipment vendors selected/considered
- vii. History of equipment operations
- viii. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment.

B8.2. 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.

B8.3. 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.

- B8.4.** 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

EXHIBIT 3

OPTION TO LEASE AGREEMENT

This Option To Lease Agreement (the "Agreement") is made this 1st day of July, 2020, by and between **THE CITY OF DERBY, CONNECTICUT** (the "City"), and **FUELCELL ENERGY, INC.**, a Delaware corporation whose principal place of business is located at 3 Great Pasture Road, Danbury, Connecticut 06810, or its designated wholly-owned special purpose entity ("Optionee").

1. Grant of Option. The City owns that certain piece or parcel of land known as 49 Coon Hollow Road, Derby, Connecticut, Parcel ID: 9-6-8-6-17, totaling approximately 11.5 acres (the "City's Property"). The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option, that certain parcel in the southern section of the subject property known as "the old dog pound area" consisting of approximately 13,000 square feet +/- depicted on the plan attached hereto and made a part hereof as Exhibit A (the "Optioned Premises") and located outside the existing high voltage transmission line easement. The Optioned Premises will be surveyed and described upon the execution of a lease agreement, and made an exhibit thereto, including necessary easements for access, entrance, egress and utility connections.
2. Term of Option. Optionee intends to bid into the State of Connecticut's Request for Proposal in connection with Connecticut's the Shared Clean Energy Facilities Program established pursuant to Public Act 18-50 and Conn. Gen. Stat. § 16-244z. (the "RFP"), and, if selected, enter into an electricity purchase agreement with United Illuminating or another utility designated by the State of Connecticut pursuant to which such utility will purchase electricity generated from the Optionee's fuel cell power generation facility (the "Project"). The term of the exclusive right, privilege and option to lease herein granted (the "Option") shall commence upon the date first above written and shall expire at 11:59 pm eighteen (18) months from the date first above written, unless earlier terminated as provided herein (the "Term"). The Term shall be automatically extended until such date as the State announces the results of the RFP. The parties may further extend the Term by mutual written agreement.
3. Rights of Optionee. During the term of this Agreement, the City agrees that Optionee and Optionee's authorized representatives and agents shall have the right to enter upon the City's Property for the purpose of (a) examining and inspecting the City's Property; (b) making boundary and topographical surveys thereof; and (c) conducting other noninvasive tests and studies associated with the construction of a fuel cell power generation plant (collectively and individually, the "Investigations"). Optionee shall indemnify and save the City harmless from and against any and all loss, damage, claims, demands and judgments for personal injuries and/or damage to property arising out of, by reason of or in connection with the exercise by Optionee or Optionee's authorized representatives or agents of any of the rights set forth in this Paragraph 3.
4. Exercise of Option. In the event that the Optionee elects to exercise the Option, it shall do so by giving written notice thereof to the City prior to the expiration of the term hereof (the "Notice"). Within fifteen (15) days after the date of the Notice, the Optionee shall pay the City an option fee of two thousand five hundred (\$2,500.00) dollars (the "Option Fee"). Within ninety (90) days after the date of the Notice, the City and the Optionee shall enter into a lease agreement upon the terms and conditions

set forth in Exhibit B attached hereto and made a part hereof, and such other terms and conditions as the City and Optionee shall negotiate in good faith (the "Lease"). The City and Optionee agree to diligently negotiate the terms of the Lease in good faith to complete the Lease within the time limit set forth in this Paragraph 4.

5. Notices. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express:

If to the City:

Derby City Hall
1 Elizabeth Street
Derby, CT 06418
ATTN: Richard Dziekan, Mayor

If to the Optionee:

FuelCell Energy, Inc.
3 Great Pasture Road
Danbury, CT 06810
ATTN: Legal Department

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the third Business Day following the date of postmark; or (ii) if hand delivered by courier or overnight delivery service, when so delivered or tendered for delivery, during customary business hours on a Business Day at the specified address, or (iii) if so mailed, on the date of actual receipt as evidenced by the return receipt, or (iv) if delivered, upon actual receipt.

The term "Business Day" as used in this Paragraph 5 shall mean any day that is not a Saturday, Sunday or a day in which commercial banks in Hartford, Connecticut, are required or authorized by law to close.

6. Notice of Option. This Agreement shall not be recorded in the City of Derby's Land Records, but the City and the Optionee agree to sign a Notice of Option to Lease in recordable form, which notice may be recorded in the City of Derby's Land Records.

7. Miscellaneous.

7.1 Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire understanding between the parties with respect to the subject matter of this Agreement, and

all prior agreements and understandings between the parties with respect to the subject matter of this Agreement shall be deemed merged in this Agreement.

7.2 No Oral Amendment or Modification. No amendments, waivers or modifications of this Agreement shall be made or deemed to have been made unless in writing executed by both the City and Optionee.

7.3 Binding Effect. Except as set forth in Paragraph 7.9, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

7.4 Captions for Convenience. All headings and captions used in this Agreement are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

7.5 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.

7.6 No Waivers. Any waiver of a breach of any provision contained in this Agreement must be in writing to be valid and enforceable. No waiver of breach shall be deemed a waiver of any preceding or succeeding breach, nor of any other breach of a provision contained in this Agreement.

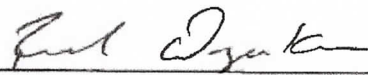
7.7 Construction. The City and Optionee hereby acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Agreement.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

7.9 Assignment. The Optionee shall not assign this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld, except that Optionee may assign this Agreement without the consent of the City to a special purpose entity affiliate created for purposes of financing Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

CITY
THE CITY OF DERBY

By 
Its MAYOR

OPTIONEE
FUELCELL ENERGY, INC.

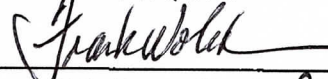
By 
Its SENIOR VICE PRESIDENT

EXHIBIT A

Description

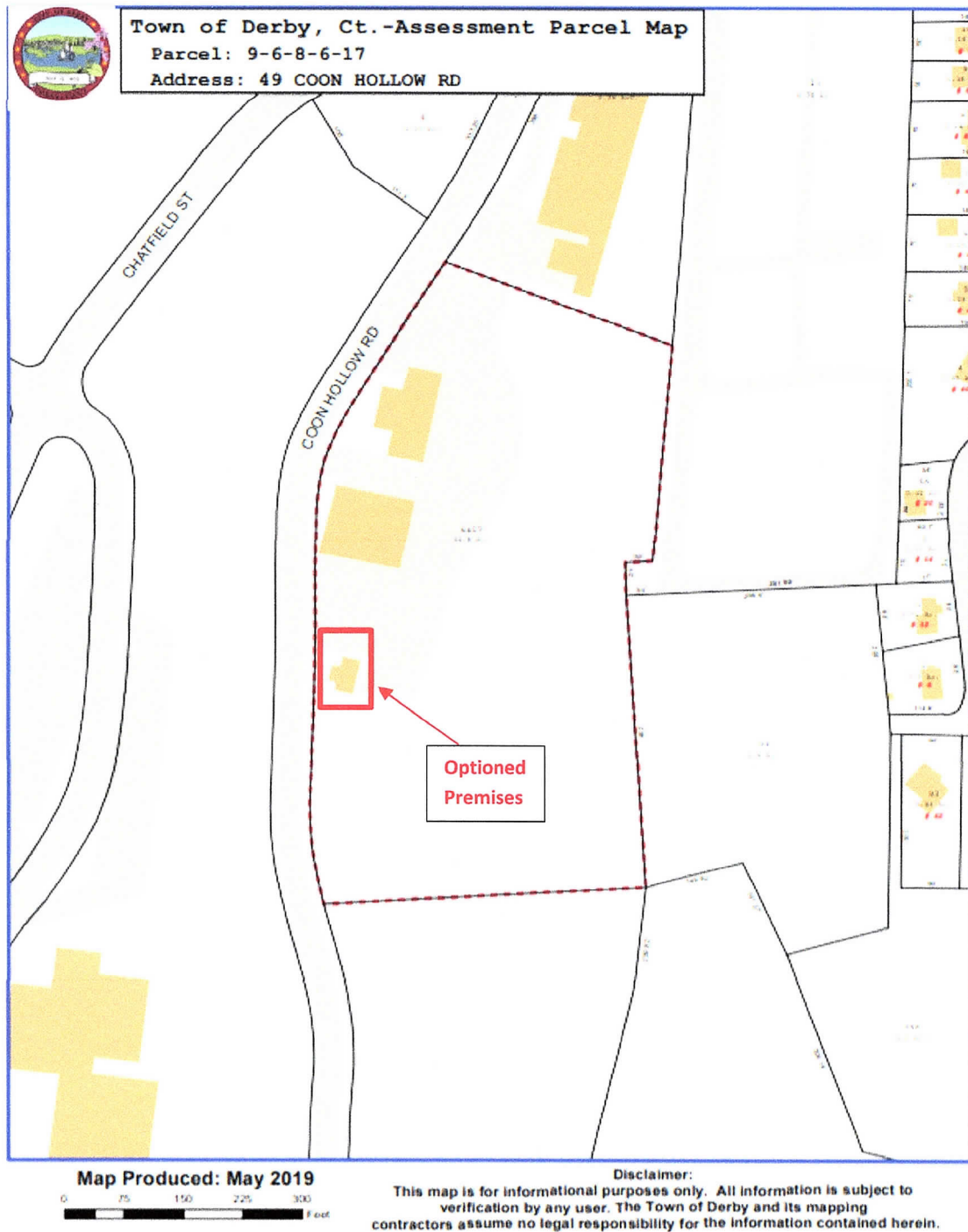


EXHIBIT B

Lease Terms

1. **Leased Premises.** The term “Leased Premises” means the City’s Property, together with certain access rights, rights to tie into utilities, and rights to enter the City’s Property.
2. **Term.** The initial term of the Lease shall be for a minimum period of twenty (20) years commencing no later than the date that Optionee commences construction of the Project, as defined below, and extending for the term of the Electricity Purchase Agreement, defined below.
3. **Use.** The Optionee may use the Leased Premises for the development, construction and operation of a fuel cell power generation facility, and such other ancillary uses as are reasonably approved by the City (the “Project”).
4. **Rent.** Beginning on the Commercial Operation Date, as defined in the Electricity Purchase Agreement, defined below (the “Rent Commencement Date”), Optionee shall pay annual rent to City in an amount to be negotiated by the parties. The sum of such amount plus the amount of any agreement for payment in lieu of Property Taxes negotiated among the Parties shall not exceed fifty thousand dollars per year.
5. **Electricity Purchase Agreement.** Optionee intends to bid into the State of Connecticut’s Request for Proposal for the Shared Clean Energy Facilities Program established pursuant to Public Act 18-50, Conn. Gen. Stat. § 16-244z, the Connecticut Public Utilities Regulatory Authority Docket No. 19-07-01 and the Statewide Shared Clean Energy Facility Program Modified Program Requirements issued in connection therewith, and, if selected, enter into an Electricity Purchase Agreement with United Illuminating or another utility designated by the State of Connecticut (collectively, the “Utility”) pursuant to which the Utility will purchase electricity generated from the Project (the “Electricity Purchase Agreement”). Upon the termination of the Electricity Purchase Agreement, Optionee shall have the right to terminate the Lease at any time during the term thereof by providing written notice to the City.
6. **Surrender of Leased Premises.** Upon the expiration of the term of the Lease, Optionee shall remove any buildings, equipment, and personal property constructed and installed by Optionee from the Leased Premises. Notwithstanding the foregoing, Optionee shall not be required to remove any footings, foundations, or site improvements from the Leased Premises that do not interfere with the City’s use of the City’s Property.
7. **Other Terms and Conditions.**
 - 7.1 The City and Optionee shall enter into good faith negotiations regarding other terms and conditions of the Lease.
 - 7.2 The Optionee shall remove the existing dog kennel building on the Optioned Premises during construction of the Project.
 - 7.3 Capitalized terms used but not defined herein have the meanings ascribed to them in that certain Option To Lease Agreement dated July 1, 2020 by and between the City and Optionee.

EXHIBIT 4



November 5, 2020

Mr. Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 19-07-01– Review of Statewide Shared Clean Energy Facility Program
Requirements - **Compliance Motion No. 8 & Motion for Approval**

Dear Mr. Gaudiosi:

The United Illuminating Company (“UI”) hereby submits this compliance filing with the Public Utilities Regulatory Authority (“PURA” or the “Authority”) in accordance with the directives issued by PURA in its Ruling on Motion No. 8, dated March 13, 2020, in the above captioned docket.

In response to Motion No. 8, PURA ordered the following:

No later than two weeks following completion of each annual procurement process, UI and CL&P each shall submit to DEEP for approval the EDCs’ final Subscriber Organization Bid selections. No later than two weeks following DEEP’s approval of the EDCs’ final Subscriber Organization Bid Selections, UI and CL&P each shall file for the Authority’s approval, public copies of the Company’s selected SCEF Subscriber Organization Tariffs with banking information redacted, along with a public summary sheet. The public summary shall be sorted by evaluated Bid price(s), and shall include for each Bid: the Bid/Project ID, address, Subscriber Organization name, Bid status (disqualified, selected, withdrawn, etc.), as-Bid project size in MW, expected annual production in kWh, Y/N for each Bid Preference considered during the solicitation(s), Bid price(s), evaluated Bid price(s) if Bid preferences are applied, projected annual amount to be paid to Subscriber Organization, and the projected annual amount to be paid to Subscribers.

Two weeks ago, on October 22, 2020, the Department of Energy and Environmental Protection (the “Department” or “DEEP”) approved the Company’s final Subscriber Organization Bid selections. Accordingly, the Company hereby files for the Authority’s approval, the information required by the Order on Motion No. 8 as further set forth in Attachments 1, and 2.



Mr. Jeffrey R. Gaudiosi
November 5, 2020
Page 2 of 2

The Company is submitting this information subject to the Authority's Order on DEEP's Motion for Protective Order (Motion No. 1), dated September 9, 2019 and consistent with the direction set forth in DEEP's correspondence, dated November 4, 2020, which was filed in this proceeding. Consistent with DEEP's request, the Company has filed herewith a public version of Attachment 1, and 2 wherein it has "redact[ed] the evaluated bid price"¹ and sorted "the data in some other way than by evaluated bid price when making their Motion No. 8 Ruling compliance filing."² The Company is also filing a confidential version of Attachment 1, which includes an unredacted version of all of the requested information in the format required by the Authority's Order on Motion No. 8.

If you have any questions regarding this filing, please do not hesitate to contact Katerina Miller at (203) 499-2625.

I hereby certify service of this filing upon all parties and intervenors of record in this proceeding.

Sincerely,

Eileen Sheehan
Manager, Regulatory Services
UIL Holdings Corporation
As Agent for the United Illuminating Company

¹ See DEEP Correspondence, dated Nov. 4, 2020, at 2. Consistent with the direction received from DEEP, the Company has also redacted limited other information from Attachment 1 – Public Version that could be used to reverse engineer the evaluated bid price.

² Id.

Bid ID	Address/Site Location	Town	Seller	Bid Status	As-Bid SIZE (MW)	Selected Size (MW)	Expected Annual Production (kWh)	Bid preference	Bid Price	Evaluated Bid price(s)	Expected Annual Payment to Subscriber Organization	Expected Annual Payment to Subscriber
120071017241699	49 Coon Hollow Rd	Derby	SCET Fuel Cell LLC	Selected	2.80	2.80	21,988,000	[CONFIDENTIAL]	137.00	[CONFIDENTIAL]	3,012,356	549,700
120071018522213	40 Pepes Farm Rd	MILFORD	Dynamic Energy Solutions LLC	Selected	1.50	1.50	2,675,000	[CONFIDENTIAL]	135.00	[CONFIDENTIAL]	361,125	66,875
120071221124622	122 Mill Road	North Haven	VCP Pledgor 4 LLC	Disqualified	1.63	-		[CONFIDENTIAL]	100.00	[CONFIDENTIAL]	-	-
120071312395525	121 West Pond Rd	Branchford	Jefferson Solar LLC	Selected	4.00	0.70	1,232,532	[CONFIDENTIAL]	159.00	[CONFIDENTIAL]	195,973	30,813

5.00

Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

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



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

SECTION I: COMPANY INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Jefferson Solar LLC	<i>Party Name</i>	The United Illuminating Company ("UI")
157 Church St., 15 th floor New Haven, CT 06510	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
	<i>Business Website</i>	www.uinet.com
<input checked="" type="checkbox"/> US Federal 82-4385333	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Chris Little Ecos Energy LLC, 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<i>General</i> (day to day/ administrative)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Thomas Melone Allco Renewable Energy Limited 157 Church St., 15 th floor New Haven, CT 06510 212.681.1120 Thomas.melone@AllcoUS.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

Project # SCEF-01-120071312395525
 Project Name: 121 West Pond Road NORTH BRANFORD

Thomas Melone 601 S Ocean Blvd Delray Beach FL 33483 212.681.1120 thomas.melone@gmail.com	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel SCEF@uinet.com
Chris Little Ecos Energy LLC 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Chris Little 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<ul style="list-style-type: none"> · Invoices · Payments · Settlements 	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	

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

SECTION IV: FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	121 West Pond Road NORTH BRANFORD CT 06471
	Customer Billing Account Number	
	Technology	fixed-tilt or single-axis <input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input checked="" type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Other:

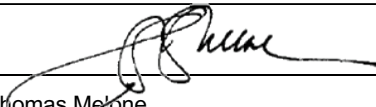
Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 700
Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.159 per kWh
	Year 2	\$0.159 per kWh
	Year 3	\$0.159 per kWh
	Year 4	\$0.159 per kWh
	Year 5	\$0.159 per kWh
	Year 6	\$0.159 per kWh
	Year 7	\$0.159 per kWh
	Year 8	\$0.159 per kWh
	Year 9	\$0.159 per kWh
	Year 10	\$0.159 per kWh
	Year 11	\$0.159 per kWh
	Year 12	\$0.159 per kWh
	Year 13	\$0.159 per kWh
	Year 14	\$0.159 per kWh
	Year 15	\$0.159 per kWh
	Year 16	\$0.159 per kWh
	Year 17	\$0.159 per kWh
	Year 18	\$0.159 per kWh
	Year 19	\$0.159 per kWh
	Year 20	\$0.159 per kWh
	Average	\$0.159 per kWh
Development Period Security (amount)	\$ 17,500	
Operating Period Security (amount)	Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).	

Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

Tariff Terms Agreement Approval Date Note: In-Service Date must be 3 years from this date	Date: Estimated in-service date: December 1, 2022
---	--

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

Jefferson Solar LLC	<i>Party Name</i>	The United Illuminating Company
	<i>Signature</i>	
Thomas Melone	<i>Printed Name</i>	Franklyn Reynolds
President	<i>Title</i>	President, UIL Holdings

Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

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

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

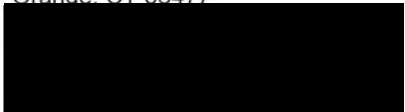

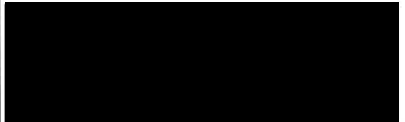
SECTION I: COMPANY INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
SCEF1 Fuel Cell, LLC	<i>Party Name</i>	The United Illuminating Company ("UI")
3 Great Pasture Road Danbury CT 6810	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
https://www.fuelcellenergy.com/	<i>Business Website</i>	www.uinet.com
<input type="checkbox"/> US Federal 47-3694338	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Frank Wolak 3 Great Pasture Road Danbury CT 06810 413.537.6536 fwolak@fce.com	<i>General</i> <i>(day to day/ administrative)</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Frank Wolak 3 Great Pasture Road Danbury CT 06810 413.537.6536 fwolak@fce.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
ATTN General Counsel Jennifer Arasimowicz, Esq. 3 Great Pasture Road Danbury CT 06810	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel

Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

203.825.6070 jarasimowicz@fce.com		SCEF@uinet.com
Jill Crossman 3 Great Pasture Road Danbury CA 06810 860.496.2270 jcrossman@fce.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Jill Crossman 3 Great Pasture Road Danbury CT 06810 860.496.2270 jcrossman@fce.com	· Invoices · Payments · Settlements	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 

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

SECTION IV: FACILITY INFORMATION

Facility Description	Facility Site/Location (including Street, City or Town)	49 Coon Hollow Road DERBY CT 6418
	Customer Billing Account Number	
	Technology	fuel-cell <input type="checkbox"/> Wind <input type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Anaerobic Digestion <input checked="" type="checkbox"/> Fuel Cell <input type="checkbox"/> Other:


Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 2800
Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.137 per kWh
	Year 2	\$0.137 per kWh
	Year 3	\$0.137 per kWh
	Year 4	\$0.137 per kWh
	Year 5	\$0.137 per kWh
	Year 6	\$0.137 per kWh
	Year 7	\$0.137 per kWh
	Year 8	\$0.137 per kWh
	Year 9	\$0.137 per kWh
	Year 10	\$0.137 per kWh
	Year 11	\$0.137 per kWh
	Year 12	\$0.137 per kWh
	Year 13	\$0.137 per kWh
	Year 14	\$0.137 per kWh
	Year 15	\$0.137 per kWh
	Year 16	\$0.137 per kWh
	Year 17	\$0.137 per kWh
	Year 18	\$0.137 per kWh
	Year 19	\$0.137 per kWh
	Year 20	\$0.137 per kWh
	Average	\$0.137 per kWh
Development Period Security (amount)	\$ 70,000	
Operating Period Security (amount)	<p>Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).</p>	

Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

Tariff Terms Agreement Approval Date Note: In-Service Date must be 3 years from this date	Date: Estimated in-service date June 1, 2022
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SCEF1 Fuel Cell, LLC	Party Name	The United Illuminating Company
	Signature	
Michael S. Bishop	Printed Name	Franklyn Reynolds
EVP & CFO, FuelCell Energy, Inc., sole member of FuelCell Energy Finance II, LLC, sole member of SCEF1 Fuel Cell, LLC	Title	President, UIL Holdings

The United Illuminating Company Motion No. 8
Docket No. 19-07-01 UI Attachment 2
9 of 12
SHARED CLEAN ENERGY FACILITY (“SCEF”) TARIFF TERMS AGREEMENT
SUBSCRIBER ORGANIZATION

This Agreement is entered into as of the following date: October 13, 2020 (the "Effective Date"). This Tariff Terms Agreement incorporates by reference for all purposes the Shared Clean Energy Facility Tariff and all attachments and appendices thereto, including the Terms and Conditions (collectively, the “Agreement”). The Parties to this Agreement are the following:

SECTION I: COMPANY INFORMATION

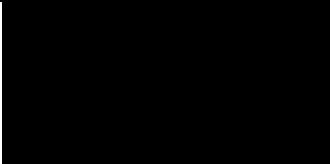

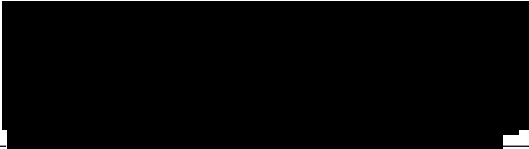
SUBSCRIBER ORGANIZATION		EDC
Dynamic Energy Solutions, LLC	<i>Party Name</i>	The United Illuminating Company (“UI”)
1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
www.dynamicenergy.com	<i>Business Website</i>	www.uinet.com
<input type="checkbox"/> US Federal	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
PA	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Tim Carr 1550 Liberty Ridge Dr, Suite 310 Wayne PA19087 518.730.8840 tcarr@dynamicenergy.com	<i>General</i> <i>(day to day/ administrative)</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Andrew Matson 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1173 amatson@dynamicenergy.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Tony Orr 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1152	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel

torr@dynamicenergy.com		SCEF@uinet.com
Andrew Smith 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1168 asmith@dynamicenergy.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Andrew Smith 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1168 asmith@dynamicenergy.com	<ul style="list-style-type: none"> · Invoices · Payments · Settlements 	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 

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

SECTION IV: FACILITY INFORMATION

SECTION IV: FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	40 Pepes Farm Rd MILFORD CT 6460
	Customer Billing Account Number	
	Technology	fixed-tilt <input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Other:
	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 1500

Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.135 per kWh
	Year 2	\$0.135 per kWh
	Year 3	\$0.135 per kWh
	Year 4	\$0.135 per kWh
	Year 5	\$0.135 per kWh
	Year 6	\$0.135 per kWh
	Year 7	\$0.135 per kWh
	Year 8	\$0.135 per kWh
	Year 9	\$0.135 per kWh
	Year 10	\$0.135 per kWh
	Year 11	\$0.135 per kWh
	Year 12	\$0.135 per kWh
	Year 13	\$0.135 per kWh
	Year 14	\$0.135 per kWh
	Year 15	\$0.135 per kWh
	Year 16	\$0.135 per kWh
	Year 17	\$0.135 per kWh
	Year 18	\$0.135 per kWh
	Year 19	\$0.135 per kWh
	Year 20	\$0.135 per kWh
	Average	\$0.135 per kWh
Development Period Security (amount)	\$ 37,500	
Operating Period Security (amount)	<p>Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation.</p> <p>Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).</p>	
Tariff Terms Agreement Approval Date	Date:	

Project # SCEF-01-120071018522213
Project Name: 40 Pepes Farm Rd, MILFORD

Note: In-Service Date must be 3 years from this date	Estimated in-service date: December 31, 2021
--	--

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

Dynamic Energy Solutions, LLC	Party Name	The United Illuminating Company
	Signature	
Tony Orr	Printed Name	Franklyn Reynolds
Sr. Vice President, Legal	Title	President, UIL Holdings

EXHIBIT 5

meeting of the Board of Aldermen/Alderwomen at which the Mayor and all the Aldermen/Alderwomen are present shall be a legal meeting.

Sec. 22. Grants and leases of real estate.

All grants and leases of real estate, belonging to said city signed by the Mayor, sealed with the City Seal, approved by the Board of Aldermen/Alderwomen and recorded in the city where the real estate is situated, shall be effectual to convey the property described therein. The Board of Aldermen/Alderwomen shall hold a public hearing prior to sale if required pursuant to Connecticut General Statutes § 7-163e, as same may be amended from time to time. All grants and leases of real estate shall be awarded to the highest responsible bidder, and shall be founded on sealed bids based upon terms and conditions as may be determined by the Board of Aldermen/Alderwomen from time to time. The Board of Aldermen/Alderwomen shall have charge of such advertising. The form of such notice shall include terms and conditions under which such grant or lease may be made, and such notice, grant or lease shall be approved by the Corporation Counsel. The lessee shall give bonds with surety, to the satisfaction of the Mayor, for the faithful performance of and compliance with the terms of such grant or lease. If the successful bidder shall fail to accept such grant or lease within ten days after written notice that the same has been awarded to him/her/it/according to his/her/its bid, or if he/she/it shall fail to execute his/her/its contract and to give proper surety, such grant or lease shall be readvertised and regranted or relet in the manner provided herein.

Sec. 23. Fire police force.

Said Board of Aldermen/Alderwomen may appoint a fire police force of not more than thirty members to act in conjunction with the Fire Department when on duty, and also to act as special police whenever their services may be required, and may make such rules and regulations as may be necessary for the government, control and maintenance thereof.

Sec. 24. Compelling attendance and testimony of witnesses.

Every committee of the Board of Aldermen/Alderwomen shall have authority to compel the attendance and testimony of witnesses and to request any judge to issue a capias for the appearance of witnesses and to administer oaths by its chairperson.

EXHIBIT 6

Public Meeting held on June 9, 2020
The City of Derby, CT
Board of Aldermen and Alderwomen
Transcribed from an audio recording

CAPITOL COURT REPORTERS, INC.
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1 UNIDENTIFIED MALE SPEAKER 1: 9.3,
2 possible fuel cell on (inaudible) Road. To authorize
3 the Mayor to enter into Definitive Option Agreement
4 and Lease with respect to a potential act --
5 statutory -- fuel-cell powered generation facility at
6 a site known as the Old Dog Pound Facility on Coon
7 Hollow Road. Enter in to negotiate relating to a
8 long-term tax utilization agreement for the same.

9 Discussion and possible action.

10 Motion?

11 UNIDENTIFIED MALE SPEAKER 2: So moved.

12 UNIDENTIFIED MALE SPEAKER 1: Second.

13 UNIDENTIFIED MALE SPEAKER 3: Second,
14 Rob.

15 UNIDENTIFIED MALE SPEAKER 1: Go into
16 discussion. Drew wants to --

17 UNIDENTIFIED FEMALE SPEAKER 1: What is
18 this? Barbara, what is it?

19 UNIDENTIFIED MALE SPEAKER 1: Drew, do
20 you want to step into this?

21 UNIDENTIFIED SPEAKER DREW: Sure. Same
22 thing like we had at 251 Roosevelt Drive or 241
23 Roosevelt Drive. It's a much smaller version of that
24 fuel cell energy. The same company doing that 14
25 megawatt fuel cell want to do a 2 megawatt fuel cell

1 on municipally-owned land. So Carmen and I directed
2 them to the Old Dog Pound. It's got an unused piece
3 of municipal property.

4 They came out. They liked the site.
5 They still have to go through the application process
6 to the state to be granted the project, but
7 preliminary numbers look like that between a lease
8 and/or a pilot tax payment similar to what we have on
9 Roosevelt Drive, it will be about \$50,000 a year that
10 we would get for a 20-year program. So another one
11 million that we can get from a one building to a cell
12 as opposed to the five building to a cell that's
13 going on Roosevelt Drive.

14 UNIDENTIFIED SPEAKER 1: Any questions?

15 MR. SAMPSON: Charlie Sampson, Mr.
16 Mayor. A Definitive Option Agreement and Lease. So
17 the lease would have to come back before the board,
18 no? Before it's actually executed?

19 UNIDENTIFIED SPEAKER DREW: Correct.
20 Correct. This is just basically to support, and they
21 have the document, the actual lease document. And
22 it's the same exact structure that we did last time.
23 The only difference is we actually own this property.
24 Last time it was on IBA's property. So it would be
25 more of a benefit to us as the state being a property

1 owner.

2 UNIDENTIFIED MALE SPEAKER 4: This is
3 only -- this is granting just an option to lease,
4 which the potential lessee requires in order to
5 advance its application, I believe, with the Siting
6 Council. If they do not get the option, then they do
7 not have the ability to file the application because
8 they have to have a proposed location.

9 This would come back to you for
10 purposes of (inaudible) the lease.

11 UNIDENTIFIED MALE SPEAKER 1: Any other
12 questions? Not hearing them, the motion is second.
13 All in favor?

14 (Group responded aye.)

15 UNIDENTIFIED MALE SPEAKER 1: Opposed?

16 UNIDENTIFIED FEMALE SPEAKER 1: Aye.

17 UNIDENTIFIED MALE SPEAKER 1: Really?
18 50,000 a year. No? (Inaudible). Same? Okay. I
19 think that passed; right?

20 UNIDENTIFIED FEMALE SPEAKER 2: Yeah, I
21 got it.

22 UNIDENTIFIED MALE SPEAKER: Just on
23 that point again, we will look at whether under
24 Section 22 of the Charter, when we go out for the
25 lease, whether or not we will have to put this out

1 for public bid and then hold a public hearing. So we
2 will have that laid out. What we do not know at this
3 time when the potential lessee will be coming back.
4 I don't know how long the Siting Council process will
5 take.

6 UNIDENTIFIED MALE SPEAKER 1: Good.

7 9.4. Permission agreeing, discussion, possible
8 action.

9 (End of audio transcription)

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EXHIBIT 7



Thomas Melone <thomas.melone@gmail.com>

Fuel Cell Energy Superior Court proceeding

Vincent Marino <vmarino@mzslaw.com>

Thu, Nov 5, 2020 at 7:11 PM

To: Thomas Melone <thomas.melone@gmail.com>

Cc: "Andrew Baklik (abaklik@derbyct.gov)" <abaklik@derbyct.gov>, Marc Garofalo <mgarofalo@derbyct.gov>

Tom –

I apologize for my delayed response. The FOIA response is as follows -

1. All emails sent by or to, issued, or received by the CITY OF DERBY, or any employee or agent thereof, or any member of the Board of Aldermen and Alderwomen concerning, relating to, pertaining to, commenting on or referring to, or from, Fuel Cell Energy Inc., or any employee or agent thereof AND/OR a potential stationery fuel cell power generating facility at the site known as “the old dog pound facility” on Coon Hollow Road.

See attached

2. A copy of the option to lease agreement executed with respect to Agenda item 9.3 on the Board of Alderman and Alderwoman’s agenda for the meeting of June 11, 2020— “Possible Fuel Cell on Coon Hollow Road To authorize the Mayor to enter into a definitive Option agreement and lease with respect to a potential stationery fuel cell power generating facility at the site known as “the old dog pound facility” on Coon Hollow Road and to enter into negotiations relating to a long-term tax stabilization agreement for the same.”

See attached

3. A copy of all public notices issued with respect to the option to lease and/or lease of the site for the potential fuel cell off Coon Hollow Road.

a. No public notices other than the meeting agenda

4. A copy of all requests for sealed bids issued with respect to the option to lease and/or lease of the site for the potential fuel cell off Coon Hollow Road.

a. NONE

5. A copy of all the approval received from Corporation Counsel under section 22 of the Charter of the City of Derby

a. NONE

6. A photo of the sign that was “conspicuously posted on the Coon Hollow Road site in accordance with Conn. Gen. Stat. on the real property that is the subject of the public hearing.

a. NONE

If you have any questions, please contact me. Otherwise, I will consider this request under the FOIA completed.

Sincerely,

Vincent Marino

Vincent M. Marino, Esq.
Attorney At Law



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AFFIDAVIT OF SERVICE OF MAILING

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

Thomas Melone, being duly sworn, says:

On the 1st day of February 1, 2021, I sent a true copy of the annexed NOTICE OF PETITION AND PETITION FOR A DECLARATORY RULING by mailing the same in a sealed envelope, with postage prepaid thereon, via United States Postal Service priority mail, and also by email, addressed to:

Daniel R. Canavan, Esq.
Senior Counsel
Avangrid Service Company
180 Marsh Hill Road
Orange, CT 06477
daniel.canavan@uinet.com

Dawn M. Mahoney, Esq.
Senior Counsel
FuelCell Energy, Inc.
3 Great Pasture Road
Danbury, CT 06810
dmahoney@fce.com



Thomas Melone

Sworn to before me this 1st day
of February 2021



Notary Public

JOSEPHINE KASUTO
Notary Public - State of New York
NO 01KA5133438
Qualified in Queens County
Certificate filed in New York County
My Commission Expires Sep 19, 2021



ALLCO RENEWABLE ENERGY LIMITED

157 Church St., 19th floor

New Haven, CT 06510

Telephone (212) 681-1120 Facsimile (801) 858-8818

February 1, 2021

Dawn M. Mahoney, Esq.
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Via Email and First class mail

NOTICE OF PETITION for Declaratory Ruling In Re
The 2020 Shared Clean Energy Facility Request For Proposals

Attached hereto is a petition for declaratory ruling being submitted on behalf of Jefferson Solar LLC related to *the 2020 Shared Clean Energy Facility Request For Proposals*.

Pursuant to RCSA Section 22a-3a-4(a)(3), you are being provided with notice of a petition for declaratory ruling ("Petition") submitted to the Connecticut Department of Energy and Environmental Protection ("DEEP"). You have an interest in the subject matter of the Petition. A copy of the Petition is attached hereto. You and other interested persons have the opportunity to file comments and to request intervenor or party status in this matter under RCSA Section 22a-3a-4(c)(1).

Please feel free to contact me with any questions regarding the Petition.

Very truly yours,
/s/Thomas Melone
Thomas Melone
Juris No. 438879
Allco Renewable Energy Limited
157 Church St., 19th floor
New Haven, CT 06510
Phone: (212) 681-1120
Email: Thomas.Melone@AllcoUS.com

**IN RE the 2020 Shared Clean Energy
Facility Request For Proposals**

) **STATE OF CONNECTICUT**
)
) **DEPARTMENT OF ENERGY AND**
) **ENVIRONMENTAL PROTECTION**
)
) Petition No. _____
)
) February 1, 2021

PETITION FOR A DECLARATORY RULING

Pursuant to Connecticut General Statutes (“CGS”) § 4-176 and section 22a-3a-4 of the Regulations of Connecticut State Agencies (“RCSA”), Jefferson Solar LLC (“Jefferson” or “Petitioner”) hereby petitions the Commissioner of the Connecticut Department of Energy and Environmental Protection (“DEEP”) for a declaratory ruling on the following question (“Petition”):

1. Did DEEP err in concluding that the bid submitted by SCEF1 Fuel Cell LLC (“FCE”) in response to the request for proposals for shared clean energy facilities satisfied the site control requirements of that request for proposals?

A. Introduction.

On April 30, 2020, The United Illuminating Company (“UI”) and the Connecticut Light and Power Company d/b/a Eversource Energy (“Eversource”), the two major electric distribution companies in Connecticut, issued a joint request for proposals (the “RFP”) (**EXHIBIT 1**) seeking bids for renewable energy projects in their respective service territories in Connecticut.

The RFP is the result of Conn. Gen. Stat. § 16-244z(a)(1)(C), which required DEEP to develop a tariff with the approval of the Public Utilities Regulatory Authority (“PURA”) requiring UI and Eversource (collectively, the “EDCs”) to enter into long-term contracts for the purchase of electricity and associated renewable energy credits generated by qualifying Shared Clean Energy facilities. The selection of contracts is made pursuant to a bidding process administered by DEEP

and the EDCs. The terms of the procurement are set forth in PURA's final decision dated December 18, 2019. *See*, Docket no. 19-07-01, *Review of Statewide Shared Clean Energy Facility Program Requirements*, (Ct. Pub. Utils. Auth. December 18, 2019) ("PURA's Final Order"), Exhibit B, *Modified Program Requirements* (the "*Modified Program Requirements*") (**EXHIBIT 2**). The actual contracts are entered into by the selected bidders and the Connecticut EDC in whose territory the facility would be located (i.e., UI of Eversource). In this case, the EDC is UI.

B. Petitioner.

Jefferson Solar LLC is a Connecticut limited liability company with an office at 157 Church Street, 19th floor, New Haven, Connecticut 06510.

I. DEEP Erred In Concluding That The FCE Bid Satisfied The Site Control Requirements.

Jefferson's bid proposed a 4.0 megawatt ("MW") solar energy project to be located in North Branford, CT. FCE's bid was for a 2.8 MW *natural-gas* powered fuel cell proposed to be located in Derby, CT, on land owned by the City of Derby. FCE's bid was selected by UI and DEEP as a winning bid. Jefferson's bid was selected as a winning bid as well, but due to the program's capacity limitations, Jefferson's facility was limited to a 700KW facility. However, under Section 3.4 of the *Modified Program Requirements*, if FCE's bid was erroneously approved, then all 2.8MWs of that capacity would go to Jefferson.

Section 3.4 of the SCEF Program Requirements states that "DEEP shall review and approve the electric distribution companies' ("EDC") final selections before the EDCs submit them to PURA to ensure consistency with the [SCEF] Program." Section 3.4 requires DEEP to "evaluate Bids to ensure they comply with the requirements established in Appendix B" and to instruct the EDCs to remove noncomplying bids from the rankings.

The issue here is whether FCE possessed legal "control of the generation site, or an

unconditional right, granted by the property owner, to acquire such control,” which is one of the critical, nonwaivable requirements for a qualifying bid. *See, Modified Program Requirements, Section 4.5:*

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

A. FCE’s Bid Did Not Satisfy The Site Control Requirements Of The RFP Because The Option To Lease Relied On By FCE Gave It No Unconditional Rights To The Site.

FCE’s bid relied on what it calls an “option to lease” signed by the City of Derby. (**EXHIBIT 3**). At its June 11, 2020 public meeting, the Derby Board of Aldermen and Alderwomen approved agenda item 9.3— “Possible Fuel Cell on Coon Hollow Road To authorize the Mayor to enter into a definitive Option agreement and lease with respect to a potential stationery fuel cell power generating facility at the site known as ‘the old dog pound facility’ on Coon Hollow Road and to enter into negotiations relating to a long-term tax stabilization agreement for the same.” <https://evogov.s3.us-west-2.amazonaws.com/meetings/79/agendas/14077.pdf>.

The “option to lease” that FCE submitted with its bid is not binding on the City of Derby, does not provide the unconditional site control required by bid requirements and is, in fact, unlawful. That is so for four reasons.

1. The Option To Lease Has No Legal Effect Because Section 22 Of The Derby City Charter Was Not Complied With.

First, section 22 of the Derby City Charter requires a sealed bid process for *any* right to use real property. (**EXHIBIT 5**).

Section 22 of the Derby City Charter provides:

Sec. 22. Grants and leases of real estate. All grants and leases of real estate, belonging to said city signed by the Mayor, sealed with the City Seal, approved by the Board of Aldermen/Alderwomen and recorded in the city where the real estate is situated, shall be effectual to convey the property described therein. The Board of Aldermen/Alderwomen shall hold a public hearing prior to sale if required pursuant to Connecticut General Statutes § 7-163e, as same may be amended from time to time. All grants and leases of real estate shall be awarded to the highest responsible bidder, and shall be founded on sealed bids based upon terms and conditions as may be determined by the Board of Aldermen/Alderwomen from time to time. The Board of Aldermen/Alderwomen shall have charge of such advertising. The form of such notice shall include terms and conditions under which such grant or lease may be made, and such notice, grant or lease shall be approved by the Corporation Counsel. The lessee shall give bonds with surety, to the satisfaction of the Mayor, for the faithful performance of and compliance with the terms of such grant or lease. If the successful bidder shall fail to accept such grant or lease within ten days after written notice that the same has been awarded to him/her/it/according to his/her/its bid, or if he/she/it shall fail to execute his/her/its contract and to give proper surety, such grant or lease shall be readvertised and regranted or relet in the manner provided herein.

The City of Derby did not comply with section 22 prior to executing the “option to lease.” No bid process of any kind was conducted by the City of Derby, plainly violating section 22 of the Derby Charter, and rendering the purported option to lease unlawful, unenforceable and illusory. *See*, Derby Board of Aldermen and Alderwomen, June 11, 2020 meeting available at <https://evogov.s3.us-west-2.amazonaws.com/meetings/79/videos/60.mp4> at timecode 40:10 discussing the required approval under section 22 of the City Charter. Section 22 of the Charter of the City of Derby can be found at <https://www.derbyct.gov/media/City%20Hall/Charter%20-%20Final%20-%202011-1-2017.pdf>. (*See also*, **EXHIBIT 6**, transcript of the Derby Board of Aldermen and Alderwomen, June 11, 2020 meeting.) No sealed bids were submitted, which is the only method under which Section 22 authorizes the City to grant an interest in real estate, whether by lease, sale or otherwise. The Board of Aldermen/Alderwomen did not advertise the availability of a lease or lease option. No advertising was done by the City at all notifying the availability of a lease or lease option.

During the June 11, 2020, meeting of the Board of Aldermen and Alderwomen, the Board discussed that no attempt was made to comply with section 22 of the City Charter with respect to the “option to lease”, and that no approval for a lease was being given at that time. Attached as **EXHIBIT 7** is the response from the City of Derby to a freedom of information request confirming that the City of Derby did not satisfy the requirements of either section 22 of the Derby City charter and Conn. Gen. Stat. § 7-163e. That failure voids the claim of site control by FCE. FCE have no more control over that site than Jefferson does, because Jefferson (like any other person) could win the future bidding process to control that site if and when the City initiates the required public procurement process for the lease of the site.

2. The Option To Lease Has No Legal Effect Because the Derby City Charter Does Not Authorize An Option To Lease.

Second, the City Charter does not authorize an option to lease. Rather the City Charter only authorizes actual leases or outright grants when it comes to conveying an interest in real property from the City, and then only if the express requirements of the City Charter are met.

3. The Option To Lease Has No Legal Effect Because Conn. Gen. Stat. § 7-163e Was Not Complied With.

Third, Conn. Gen. Stat. § 7-163e was also not complied with, which provides:

Public hearing on the sale, lease or transfer of real property owned by a municipality. (a) The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

No public hearing on the proposed “option to lease” or lease of the Coon Hollow Road site

was held. No notice of the hearing as required by Conn. Gen. Stat. § 7-163e was published in a newspaper having a general circulation. No sign was conspicuously posted on the Coon Hollow Road site as required by Conn. Gen. Stat. § 7-163e. In short, Conn. Gen. Stat. § 7-163e was not complied with. As a result, the purported “option to lease” does not provide FCE with the unconditional right required by the bid requirements. In fact, the “option to lease” has no legal effect, is void and illusory, and provides no rights to FCE.

4. The Option To Lease Is Unenforceable Under Connecticut’s Statute Of Frauds.

Fourth, the purported “option to lease” is nothing more than a letter of intent and unenforceable under Connecticut’s statute of frauds, Conn. Gen. Stat. § 52-550, because the “option to lease” does not specify the lease price. Rather the price to be paid is left to the later negotiation of the parties. *See*, Option to Lease, sec. 1 (“The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option.”). *See also*, **EXHIBIT 3**, Option to Lease, Exhibit B, par. 4 (“Optionee shall pay annual rent to City in an amount to be negotiated by the parties.”)

Even in the absence of the failure to satisfy the public procurement requirements, it is hornbook law that the lack of a fixed price makes the option to lease unenforceable, void and grants no legal rights to FCE. In *SS-II, LLC v. Bridge St. Assocs.*, 293 Conn. 287 (2009) the Connecticut Supreme Court affirmed a superior court decision invalidating a real estate option for failure to contain a pre-determined price “because there never was a meeting of the minds regarding the purchase price of the property, an essential term of a contract under the statute of frauds. *Id.* at 290-1. There, like here, the exact price was to be determined later. *Id.* at 292-293 (“By the plaintiff’s own admission, the purchase price was not set by the parties and, as the contract states,

is to be determined by the parties at a later date.”) (internal quotations omitted). As the Connecticut Supreme Court explained the legal principles are well established and the failure to specify the essential term of price voids the option, *see id.* at 294:

The governing legal principles are well established. "The statute of frauds requires that the essential terms and not every term of a contract be set forth therein. *Scinto v. Clericuzio*, 1 Conn. App. 566, 568, 474 A.2d 102 (1984). The essential provisions of a contract are the purchase price, the parties, and the subject matter for sale. *Lynch v. Davis*, 181 Conn. 434, 438, 435 A.2d 977 (1980). In order to be in compliance with the statute of frauds, therefore, an agreement must state the contract with such certainty that its essentials can be known from the memorandum itself, without the aid of parol proof *Breen v. Phelps*, 186 Conn. 86, 92, 439 A.2d 1066 (1982). The statute of frauds is also satisfied [when] the contract or memorandum contains by reference some other writing or thing certain. *Robert Lawrence Associates, Inc. v. Del Vecchio*, 178 Conn. 1, 12-13, 420 A.2d 1142 (1979)." (Internal quotation marks omitted.) *Fruin v. Colonnade One at Old Greenwich Ltd. Partnership*, 38 Conn. App. 420, 426, 662 A.2d 129 (1995), *aff'd*, 237 Conn. 123, 676 A.2d 369 (1996).

The lack of definite terms is also consistent with the statements made by the Derby Board of Aldermen and Alderwomen at the meeting “approving” the execution of the option. There the members sought clarification that FCE would still need to come back in the future for approval of a lease and approval of terms, which the Board was not agreeing to at that time. *See*, **EXHIBIT 6**, Transcript at 3:16-19 (“So the lease would have to come back before the board, no? Before it's actually executed? [Answer:] Correct.”).

B. Because The Option To Lease Provides No Unconditional Rights To FCE, DEEP Was Required To Reject The FCE Bid And Remove It From The Rankings.

The RFP requires the following: “The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control.” FCE fails that requirement because the City of Derby’s execution of the option is invalid for failure to meet both section 22 of the Derby City charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and

provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

The RFP then goes on to state: “In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority.” FCE fails that requirement too because the City of Derby granted nothing to FCE despite what the document says because the City of Derby failed to comply with section 22 of its own Charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

The RFP then goes on to state: “In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing ... that the Bidder has an unconditional option agreement to purchase or lease the site for such term.” FCE fails that requirement too because in order for the option to lease to be “unconditional” it must be validly executed and validly authorized, and not subject to future approvals or seal bid processes. The option to lease from the City of Derby does not satisfy those requirements either because the City of Derby failed to comply with section 22 of its own Charter and Conn. Gen. Stat. § 7-163e. Additionally, FCE fails that requirement because the option of lease is void under the statute of frauds and provides no enforceable rights to FCE because the essential term of price is left to future negotiation.

Jefferson asserts that the purported “option to lease” provides no rights to FCE because the City of Derby is powerless to grant any rights until, and unless, it first adheres to the clear requirements of both Conn. Gen. Stat. § 7-163e and section 22 of the Derby City Charter, the latter

of which requires a sealed bid process to award any rights on, to or in municipal real property.

No attempt was made by the City of Derby to comply with either Conn. Gen. Stat. § 7-163e and section 22 of the Derby City Charter prior to execution of the “option to lease” or after the execution of the “option to lease.” Without full compliance, the “option to lease” provides no legal rights to FCE to use or lease the land on which FCE seeks to place its facility, and can grant no “option” to rights that cannot be given.

Jefferson also asserts that the purported “option to lease” provides no rights to FCE because the purported “option to lease” is nothing more than a letter of intent and unenforceable under Connecticut’s statute of frauds, Conn. Gen. Stat. § 52-550, because the “option to lease” does not specify the lease price. Rather the price to be paid is left to the later negotiation of the parties. *See, **EXHIBIT 3**, Option to Lease, sec. 1* (“The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option.”). *See also, **EXHIBIT 3**, Option to Lease, Exhibit B, par. 4* (“Optionee shall pay annual rent to City in an amount to be negotiated by the parties.”) Clearly, whatever term one uses to identify the purported “option to lease”, it does not constitute an *unconditional* option agreement to purchase or lease the site offered by FCE as its controlled development site. Even in the absence of the failure to satisfy the public procurement requirements, it is hornbook law that the lack of a fixed price makes the option to lease unenforceable, void and grants no legal rights to FCE. *See, SS-II, LLC v. Bridge St. Assocs.*, 293 Conn. 287 (2009).

The fact that the option to lease is illusory can also be illustrated by a simple example. Under section 22 of the Derby Charter the final step in the process to grant any rights, on, to or in the Derby-owned land would be a sealed bid process. Jefferson or anyone else could submit a bid

in that sealed bid process and outbid FCE. The FCE position is that so long as the site control documentation submitted with a bid states that the bidder has site control, then the inquiry stops. Thus, under such a view, an option to lease and site affidavit could be signed by Mickey Mouse or Donald Duck.

Section 3.4 of the SCEF Program Requirements states that “DEEP shall review and approve the electric distribution companies’ (“EDC”) final selections before the EDCs submit them to PURA to ensure consistency with the [SCEF] Program.” Section 3.4 requires DEEP to “evaluate Bids to ensure they comply with the requirements established in Appendix B” and to instruct the EDCs to remove noncomplying bids from the rankings. Because the FCE bid did not meet the site control requirements of the RFP, DEEP’s failure to remove it from the rankings was clearly erroneous and arbitrary and capricious.

Conclusion

For the reasons stated above, Jefferson requests that the Commissioner declare that DEEP erred in concluding that the bid submitted by FCE in the response to the RFP satisfied the site control requirements of the RFP, and that DEEP’s failure to remove it from the rankings was clearly erroneous and arbitrary and capricious.

Dated: February 1, 2021

Respectfully submitted,



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Thomas.Melone@AllcoUS.com
Juris No. 438879

Attorney for Petitioner

EXHIBIT 1



Year 1

Request for Proposals

for the

Shared Clean Energy Facility Program

of

The Connecticut Light and Power Company dba

Eversource Energy (“Eversource”)

and

The United Illuminating Company (“UI”)

Issue Date: April 30, 2020

EVERSOURCE AND UI RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS OR PROPOSALS

THE COMPANIES ALSO RESERVE THE RIGHT TO ANNOUNCE CHANGES TO THIS RFP BASED ON PENDING REGULATORY DECISIONS. IN THE EVENT CHANGES ARE MADE, NOTICE OF SUCH CHANGES WILL BE POSTED AND HIGHLIGHTED ON THE COMPANIES’ RESPECTIVE WEBSITES.

1 **GENERAL.**

- 1.1 INTRODUCTION TO THE RFP.** The Connecticut Light and Power Company dba Eversource Energy (“Eversource”), and The United Illuminating Company (“UI”) (each a “Company” and collectively the “Companies”), are hereby issuing this joint Request for Proposals (“RFP”) in furtherance of the “Shared Clean Energy Facility Program” (the “Program” or “SCEF Program”) established pursuant to Public Act 18-50 and Conn. Gen. Stat. § 16-244z.
- 1.2 PROGRAM SUMMARY.** In accordance with Public Act 18-50, Conn. Gen. Stat. § 16-244z, and the December 18, 2019, Decision of the Public Utilities Regulatory Commission (“PURA” or “Authority”) in Docket No. 19-07-01 *Review of Statewide Shared Clean Energy Facility Program Requirements*, the Companies have developed this Request for Proposals “for the purchase of any energy products and renewable energy certificates” produced by any eligible Class I Shared Clean Energy Facility, resulting in the issuance of this and subsequent RFPs. Section 4 of this RFP provides a description of eligible Shared Clean Energy Facilities, and the Program.
- 1.3 CAPITALIZED TERMS; HEADINGS.** Capitalized terms used but not defined in the body of this RFP have the meanings given to such terms in the Subscriber Organization Tariff Terms Agreement and the Subscriber Organization Terms and Conditions (collectively, the “Standard Agreement”), included as Attachment 2 to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Terms and Conditions.
- 1.4 INVITATION TO BID.** You are invited to submit a proposal (“Bid”) as a bidder (“Bidder”) to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy produced by your Facility pursuant to the terms and conditions of a fully executed Standard Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids which equal a production-weighted average Purchase Price in excess of \$160¹ per MWh.
- 1.4.1 Purchase Prices must be provided for each year of the Tariff term; they may be the same each year or change over the Tariff term, provided the production-weighted average Purchase Price over the Tariff term does not exceed the Procurement Price Cap. Purchase Prices must be on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.
- 1.4.2 Proposed Purchase Prices shall not include any Subscriber Savings or On-bill Credit and cannot be conditioned upon or subject to adjustment based upon the availability of the Federal Production Tax Credit or the Federal Investment Tax

¹ Pursuant to Section 7.3 of Exhibit B – Modified SCEF Program Requirements, “Purchase Prices must be bid on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term. In accordance with PURA’s 3/18/20 Notice of Year 1 Procurement Price Cap and Bid Preference in Docket 19-07-01, the year 1 Price Cap is \$0.16 per kWh. Thus, the Companies have converted the \$0.16/kWh to \$160/MWh.

Credit, or the availability, receipt, or continuation of any other tax treatment or government grant or subsidy.

- 1.5 QUALIFICATION.** To be considered for selection, a Bid must meet all of the requirements set forth in Section 4, (“Bidder Eligibility Requirements”), and adhere to the schedule and other requirements set forth in Section 2, RFP Process.
- 1.6 EVALUATION AND AWARD CRITERIA.** Each Company will base its independent evaluation and award(s) on (i) qualified Bids, (ii) pricing, (iii) bid preference as defined by DEEP and approved by PURA if applicable and (iv) compliance with the RFP Process.
- 1.7 REGULATORY APPROVAL.** Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by PURA as set forth in the Standard Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, each Company will submit required information to PURA following the completion of each annual procurement process. If any of the Bids and/or Standard Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Standard Agreement(s). Article 12 of the Subscriber Organization Terms and Conditions addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Term Agreement(s), and/or individual awards.
- 1.8 NATURE OF SOLICITATION.** The Companies will evaluate all conforming Bids, and DEEP will evaluate Appendix B for all conforming Bids, however, the Companies make no commitment to any Bidder that it will accept any Bid(s). The Companies reserve the right to discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract.
- 1.9 STANDARD AGREEMENT.** In the event of any inconsistency between the provisions of the Standard Agreement or any other part of this RFP or RFP Process, the provisions of the Standard Agreement are controlling. Bidders should review the Standard Agreement thoroughly and submit their Bids based upon the terms and conditions of the Standard Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariffs.
- 1.10 CONFIDENTIALITY.** The receiving Company agrees to treat Bids in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder’s participation in the solicitation process described herein. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Bids submitted by any Bidder may be publicly disclosed within the time periods set forth in such orders, as may any awarded Standard Agreement in its entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders², as these regulatory orders may change from time to time.

² PURA has established Docket No. 19-07-01 for matters pertaining to the SCEF program.

2 **RFP PROCESS.**

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

2.2 BIDDER’S CONFERENCE.³ The Companies will hold a Bidders Conference to answer questions about the RFP in accordance with the RFP Schedule. The purpose of the Bidders Conference is to provide the opportunity to clarify any aspects of the RFP. Prospective bidders may submit questions about the RFP prior to the Bidders Conference. The Companies will attempt to answer questions submitted prior to and during the Bidders Conference. While the Companies may respond orally to questions posed at the Bidders Conference, only written answers that are provided in response to written questions will be considered official responses. The Companies will post responses to Bidders’ questions on their web sites following the Bidders Conference. Please see Section 6 of this RFP for contact information, including Company websites.

2.3 BID SUBMISSION.

2.3.1 Bid Forms. Each Company will develop and maintain its own form to be used for Bid submission (“Bid Form”). Each Company’s website will contain a link to such Company’s Bid Form and Company-specific instructions for Bid submission. Each Company’s website contains additional forms that Bidders may be required to complete. Bids are discussed in Sections 2.3.2 and 2.4 below.

2.3.2 Submission of Bids. Bids must be submitted in accordance with the Company-specific instructions provided on each Company’s website. Bidders must comply with the instructions to ensure that their Bids are complete. In addition to completion of the Bid Form, Bidders must provide a Bid Certification Form, and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, interconnection application confirmation receipt, certification of carbon neutrality by 2040, or other forms as necessary, based on the specifics of the Bid. Bidders must also submit the information requested in Appendix B to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date in accordance with the schedule outlined in Attachment 1. These documents are defined and explained in Section 2.4, below. Specific instructions for how to provide these additional documents may vary by Company and are set forth in the Company-specific instructions.

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

To UI: Bids must be submitted to UI in accordance with instructions to be provided on the UI website at www.uinet.com → Suppliers and Partners → Power Procurement; click on the

³ The Bidder’s Conference will be held as a Webinar only.

link to the Year 1 RFP for SCEF (Shared Clean Energy Facility)

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

2.4.1 “Bid Certification Form”. This form **is mandatory**. Every Bid must be accompanied by an executed Bid Certification Form, which must contain three signatures, one by the Bidder, one by the Subscriber Organization, and one by the owner of the project site. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all required signatures, the appropriate notary⁴, and the appropriate proof of site control, will not be considered. Each Company’s website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

The Bid Certification Form consists of the following:

- Page 1 – Instructions for completion of Pages 2 through 4
- Page 2 – Bidder’s Signature, Commitment and Acceptance: By signing this page of the Certification form, the Bidder or a duly authorized representative of the Bidder is making a number of certifications, including that the information provided in the Bid is complete and accurate, and that the Bidder and the project meet the eligibility requirements set forth in this RFP as discussed in Section 4 below.
- Page 3 – Subscriber Organization’s Signature, Commitment and Acceptance: By signing this page of the Certification form, the Subscriber Organization or a duly authorized representative of the Subscriber Organization is making a number of certifications, including that the Subscriber Organization has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the project Bid are true and accurate to the best of the Subscriber Organization’s knowledge.
- Page 4 – Affidavit of Owner of the Project Site’s Notarized Signature, Commitment and Acceptance: The owner of the project site must sign this affidavit, which is required to be witnessed by a Notary Public⁴. By signing the affidavit, the owner of the project site or a duly authorized representative of the owner of the project site is making a number of affirmations and certifications, including that the owner of the project site has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the project site are

⁴ Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>

true and accurate to the best of the knowledge of the owner of the project site.

- **Page 5 – Proof of Site Control for SCEF Project:** The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing one of the following: (a) that the Bidder owns the site or has a lease or easement with respect to the site on which the proposed Shared Clean Energy Facility will be located for a term of at least as long as the term of the Standard Agreement; or (b) that the Bidder has an unconditional option agreement to purchase or lease the site for such term
- Eversource requires that the Bid Certification Form must be attached to the Bid as one single PDF (.pdf) file prior to submission as part of the completed Bid. Both the Bid and Bid Certification Form are submitted at the same time.
- UI requires that the Bid Certification Form and all other required documents be uploaded on the last page of the online Bid in accordance with UI's bid form instructions, as posted on UI's website. The most current form on UI's website must be used.

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

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

- 2.4.4 **Certification of Carbon Neutrality by 2040:** All bids received from Class I renewable energy sources that emit carbon must certify that the project is technologically capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established.⁵
- 2.4.5 **Appendix B: Submittal to DEEP.** This form **is mandatory**. In addition to any complete Bid submitted to the Electric Distribution Companies (“EDCs”) as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B. Bidders must submit this information to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable RFP, as noted in Attachment 1. Failure to provide this information to DEEP in its entirety by the applicable Bid due date shall disqualify the Bid from the procurement.
- 2.4.5.1 If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.
- 2.4.5.2 DEEP will evaluate the information provided in Appendix B to determine whether the Bidder meets the criteria to qualify for the Bid Preferences as outlined in Section 3.1.5. DEEP, at their sole discretion, will determine which Bid Preference(s) the project qualifies for, and will notify the EDC’s accordingly. The EDCs will then use the Bid Preferences to weight the Bid Price(s) based on the weighting established by DEEP and approved by PURA⁶. Bidder will still receive their submitted Bid Price(s) under the Tariff if selected as a winning Bidder.

3 BID EVALUATION.

- 3.1 The Companies will base their evaluations on pricing, with any ties to be settled through a random selection process.
- 3.1.1 For winning Bids, upon notification by electronic mail of its selection as a winning Bidder, Bidder agrees that the Pricing component(s) and all other Facility Information of its Bid(s) shall remain binding until a Standard Agreement is fully executed by the respective Company and Bidder.
- 3.1.2 Each EDC will select Bids with the lowest unit price proposals first, after factoring in any applicable Bid Preferences as determined by DEEP, and will continue until the annual MW cap allocated to the EDC is met. If, prior to reaching the MW cap established in the Act, the next Bid in the queue would

⁵ Pursuant to PURA’s April 14, 2020 Letter in Docket 19-07-01, “All bids received from Class I renewable energy sources that emit carbon must certify that the project is capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established. *See* Executive Order No. 3 dated November 3, 2019 signed by Governor Ned Lamont. *See also*, S.B. 10, Session Year 2020.” This certification is for informational purposes only.

⁶ Pursuant to the Notice of Year 1 Procurement Price Cap and Bid Preference issued by PURA on March 18, 2020, the Year 1 Bid Preferences are Brownfields and Landfills.

mean the total MWs selected exceed the MW cap, the EDC will offer the remaining MWs to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement.⁷ This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue.

- 3.1.3 Bids that are not selected as winning Bids may remain active on “standby”. If one or more Bidders who were selected within a category do not execute the Standard Agreement, the next lowest cost Bid on standby may be offered an award.
- 3.1.4 As provided in Section IV of the Tariff Terms Agreement, winning Bidder(s) must provide Development Period Security and Operating Period Security equal to the amounts indicated on the Tariff Terms Agreement. Development Period Security must be provided to the EDC at the time of Bid submission. Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Development Period Security may be converted to Operating Period Security at the Subscriber Organization’s election. These amounts shall be based upon the following formulas:

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

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

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

4 BIDDER ELIGIBILITY REQUIREMENTS. All Bids must meet the following eligibility requirements set forth below. Specifically, Bids will be considered from a Qualified Bidder with respect to RECs and energy created or to be created from an Eligible Facility. Failure to meet any of these requirements could lead to disqualification of the Bid from further review and evaluation.

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

- 4.1.1 Received by the appropriate EDC which serves the electric load where the proposed SCEF facility will be located prior to RFP deadline;
- 4.1.2 Accompanied by the correct amount of Development Period Security which must also be submitted in accordance with the EDC’s guidelines;

⁷ For purposes of clarification, if the Company has 5MW to award, and has awarded 4.5MW, the Company is left with 500kW of capacity. If the next lowest priced Bid in the queue is for a project that is 2MW, that project will be offered only the remaining 500kW of capacity at their submitted Bid price.

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

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

4.3 APPENDIX B: SUBMISSION TO DEEP. Submission of the complete Appendix B: Submission to DEEP form, to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date as outlined in Attachment 1 is required. Failure to provide a complete copy of Appendix B: Submission to DEEP by the Bid due date will result in immediate and automatic disqualification of the Bid.

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

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

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

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

4.4 SITE CONTROL. Submission of the completed Bid Certification Form, including the affidavit⁸ from the owner of the project site and the applicable documentation

⁸ Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>

demonstrating that the Bidder has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control, represents site control.

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

5 SCEF PROGRAM INFORMATION.

5.1 SCEF PROJECT DESCRIPTION.

- 5.1.1 SCEF Projects must qualify as Connecticut Class I renewable energy sources under Conn. Gen. Stat. §16-1(a)(26).
- 5.1.2 The Companies will procure Bids for up to twenty-five (25) MW⁹ (AC) of qualifying projects with a nameplate capacity rating greater than one hundred (100) kW (AC) and not to exceed four thousand (4,000) kW (AC). The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance, which the EDC's expect to be 20 MW to Eversource, and 5 MW to UI.

5.2 PROJECT ELIGIBILITY.

- 5.2.1 Eligible projects must be located in the Companies' service territory.
- 5.2.2 Projects proposed must seek and gain approval to interconnect to the applicable Company's distribution system through the standard Company interconnection process. Projects must meet Company Guidelines for Interconnection ("Guidelines") that have been approved by PURA. The interconnection process is separate and distinct from the SCEF Program.
- 5.2.3 Each project must have a separate meter dedicated to the measurement of the project's energy output for the purpose of determining the quantity of Connecticut Class I RECs (the "Production Meter"), and such meter must meet the metering requirements established by NEPOOL GIS and the Company in whose service territory the project is located. Bidders should note that the Companies have different metering requirements available on the respective Company's website, and Bidders should familiarize themselves with those requirements. Projects may have additional metering requirements separate and distinct from the Production Meter requirement. These additional metering requirements are not a part of the Program, and Bidders must meet all such requirements.
- 5.2.4 A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities

⁹ Megawatts and Kilowatts are in AC for all cases.

constructed prior to the solicitation date but updated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

- 5.2.5 A SCEF may use federal subsidies, incentives, or tax benefits. However, a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act (“PURPA”) tariffs, LREC/ZREC contracts, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the facility’s energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.
- 5.2.6 Bidders may not submit Bids for the same project, or multiple projects on the same parcel(s) of land, for consideration in both this RFP and the annual LREC/ZREC RFP. If Bids are received for the same project or multiple projects on the same parcel(s) of land for consideration in both this RFP and the annual LREC/ZREC RFP, the Companies will allow the first Bid submitted, regardless of the program it was submitted to, to remain active, and all other Bids will be disqualified.
- 5.2.7 A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed four thousand (4,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.
- 5.2.8 The final as-built size of the SCEF shall not exceed the proposed, or as-bid, nameplate capacity.
- 5.2.9 A proposed facility over four thousand (4,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. For example, the bidder for an 8,000 kW project may not split that project into two 4,000 kW projects. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the four thousand (4,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC’s metering requirements.
- 5.2.10 During any single solicitation, for any single generation site, the EDCs will evaluate only one Bid per technology or one Bid that uses a combination of technologies (e.g., a wind turbine that has associated solar panels).
- 5.2.11 The aggregate maximum capacity of all Bids located on a single parcel of land, or contiguous parcels under common ownership or with a common Bidder, shall be limited to four thousand (4,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of the Act. Any subdivision of parcels must be recorded with the municipality in which such parcel is located

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

- 5.2.12 If an existing SCEF through PA 18-50 or the pilot program, LREC/ZREC, or other PA 18-50 tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. An exception to this requirement will be made for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program.
- 5.2.13 A Shared Clean Energy Facility for a Selected Bid shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC. If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date.
- 5.2.14 A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment.
- 5.2.15 A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on core forest. The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base. This shall be provided to DEEP consistent with Appendix B.
- 5.2.16 Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). In addition, any solar Bid must include documentation that no more than ten (10) percent of the acreage of the generation site and interconnection route are on slopes greater than fifteen (15) percent. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.
- 5.2.17 All bids received from Class I renewable energy source that emit carbon must certify that the project is technologically capable of becoming carbon neutral by

2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established.

6 CODE OF CONDUCT/COMMUNICATIONS.

6.1 The evaluation of this RFP will be conducted in a manner to assure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

6.2 Bidder Questions:

6.2.1 The Companies will be available throughout this RFP process to receive questions. Such questions should be submitted directly to the program administrators at the following addresses and in accordance with the RFP Schedule (see Attachment 1, Table 1):

Eversource: SCEF@eversource.com

UI: SCEF@uinet.com

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

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

UI: www.uinet.com → Suppliers and Partners → Power Procurement; click on the link to the SCEF (Shared Clean Energy Facility) Program Information and Documents

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

Attachment 1

TABLE 1 – RFP Schedule*

ACTION ITEM	DATE
Release of RFP	April 30, 2020
Bidders Conference – Webinar Only	On or About June 4, 2020
Deadline for Submission of Questions	On or About June 6, 2020
Bid Forms Due	July 13, 2020 by 1:00 p.m. (Eastern Prevailing Time “EPT”), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders	On or about August 31, 2020
Tariff Terms Agreement Execution	After Selection and Notification of Winning Bidders. Bidders will have to return partially executed Tariff Terms Agreements by the due date established by the Companies which is expected to be approximately 10 businesses days after selection and notification of winning bidders.
Subsequent Rounds of Selection and Notification of Winning Bidders	Approximately 5 business days after Tariff Terms Agreement Execution date (date on which executed Tariff Terms Agreement is due to the EDC for each round of selection). After each Tariff Terms Agreement Execution Date, each EDC will re-evaluate it’s available MWs and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly. This process will continue until the earlier of 1) all available MWs are allocated, or 2) November 1, 2020, to allow enough time for the EDCs to submit “...bids selected after July 1 by January 1 of the next calendar year.” ¹⁰
Final selections submitted to DEEP for review and approval	Within two weeks following completion of the annual Procurement process
Final approval received from DEEP	Within two weeks of receipt of final selections from the each of the EDCs
Tariff Terms Agreement(s) Filed with PURA	Following DEEP’s approval of EDCs’ final selections
Commencement of Service	Within three calendar years from the date of PURA approval of the Tariff Terms Agreement(s)

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

¹⁰ DOC. NO. 19-07-01, ORDER NO. 4.

Attachment 2

TARIFF TERMS AGREEMENT AND TARIFF TERMS AND CONDITIONS FOR SUBSCRIBER ORGANIZATIONS (“STANDARD AGREEMENT”)

Appendix B: Submittal to DEEP

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

EXHIBIT 2



PUBLIC ACT 18-50 SECTION 7(A)(1)(C)
STATEWIDE SHARED CLEAN ENERGY FACILITY PROGRAM
MODIFIED PROGRAM REQUIREMENTS

1. BACKGROUND

The Department of Energy and Environmental Protection ("DEEP") establishes these program requirements, with modifications from the Public Utilities Regulatory Authority ("PURA"), for the Shared Clean Energy Facilities ("SCEF") program ("Program") consistent with Section 7 of Public Act 18-50, *An Act Concerning Connecticut's Energy Future* ("the Act"). The electric distribution companies shall develop tariff proposals to submit to PURA consistent with these program requirements.

2. DEFINITIONS

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

"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;

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

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

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

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

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

"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 cash, which shall be provided by the Subscriber Organization to the EDC during the development of the SCEF;

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

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

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

"In-Service Date" shall mean the date upon which the EDC issues an Approval to Energize letter to the system owner, which shall not be before July 1, 2021;

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

"Low-income Customer" means an in-state retail end user of an EDC (i) whose income does not exceed eighty per cent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size, or (ii) that is an affordable housing facility as defined in Section 8-39a of the General Statutes;

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

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

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

"Moderate-income Customer" means an in-state retail end user of an EDC whose income is between eighty (80) percent and one hundred (100) percent of the area median income as defined by the United States Department of Housing and Urban Development, adjusted for family size;

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

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

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

"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;

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

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

"PURA" means the Public Utilities Regulatory Authority;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. PROCUREMENT PROCESS

On an annual basis for a total of six (6) years, the EDCs shall conduct a procurement process for the solicitation of Bids for Shared Clean Energy Facilities for an aggregate total of twenty-five (25) megawatts¹ ("MWs") of capacity per year, consistent with these Program requirements. The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance.

The EDCs will issue one solicitation with the Year 9 LREC/ZREC solicitation in 2020 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. The EDCs will issue another solicitation with the Year 10 LREC/ZREC solicitation in 2021 and file Selected Bids in accordance with the approved LREC/ZREC RFP schedule. Thereafter, the EDCs will issue one solicitation in January of each year, filing Selected Bids by July 1.

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

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

3.1. Program Structure

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

3.2. Subscriber Enrollment Form

Any Customer, not already enrolled through the EDC-administered identification and enrollment process, wishing to become a Subscriber must use the Subscriber Enrollment Form developed by the EDCs. The Subscriber Enrollment Form may require the Customer to provide: the Customer of record; customer

¹ Megawatts are in AC for all cases (MW_{AC}).

account number; address associated with the individual billing meters assigned to the Customer of record; and any other information deemed necessary by DEEP and/or PURA. The Subscriber Enrollment Form is subject to approval by PURA.

Based on the information provided in the Subscriber Enrollment Forum, the EDC will verify the Customer's eligibility pursuant the customer eligibility and verification processes put in place to comply with subsection 6.1 and will utilize the Subscriber's historic average annual electric use at the premises or a reasonable² estimate if the Subscriber has less than twelve (12) months of actual electric use to determine the Subscriber's share of the estimated annual output from the SCEF, to be used in calculating the On-bill Credit.

Appendix A outlines further Subscriber terms and conditions.

3.3. Timing

DEEP shall submit the Procurement Price Cap and the Bid Preferences to PURA no later than January 31, 2020 for the first program year and no later than January 31, 2021 for the second program year. Starting September 2021, DEEP shall submit the Procurement Price Cap and Bid Preferences to PURA no later than September 1 in each subsequent year to allow for public input on those elements of the Program through the docket proceeding established by PURA. The Procurement Price Cap and the categories of Bid Preferences shall be made public for the benefit of all Bidders; the weighting of the Bid Preferences shall be kept confidential to maintain the competitiveness of the procurement. Examples of Bid Preferences DEEP is considering include, but are not limited to, the reuse and redevelopment of existing sites like landfills and brownfields, benefits to Environmental Justice Communities, and land identified by the Department of Transportation pursuant to Section 8 of Public Act 19-35, *An Act Concerning a Green Economy and Environmental Protection*.

3.4. Evaluation and Selection Process

The Purchase Price for each SCEF will be based on a competitive bidding process. The EDCs will issue one solicitation each year. The EDCs will evaluate Bids based on fixed Bid prices considering any applicable Bid Preferences as established by DEEP and submitted to PURA. In addition, DEEP will evaluate Bids to ensure they comply with the requirements established in Appendix B to the satisfaction of DEEP. Bidders must submit the information requested in Appendix B to DEEP at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable procurement. Failure to provide this information to DEEP in its entirety by the applicable date shall disqualify the Bid from the procurement. DEEP will continue to assess the information required in Appendix B and reserves the right to modify the requirements. Any such changes shall be submitted to PURA by September 1 before the next solicitation.

Each EDC shall evaluate and select Bids independently and separately. The EDCs will rank Bids in order from lowest to highest unit price. The EDCs will then use the Bid Preferences to weight the bid prices based on

² For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

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

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

Any eligible Bid that is not selected in the initial selection round shall be placed on standby. The annual MW commitment will be based on the as-Bid size of the Project. Upon the initial selection of Bids for each solicitation, the EDCs shall notify each Bidder individually as to whether its Bid was selected, not selected, or placed on standby. Bidders may elect to forego standby status by opting to withdraw their Bid. If a selected Bidder chooses not to move forward with its Bid, then the MWs committed to that Bid's Project will be released then offered to the next Bid on the standby list, when applicable.

If, after the EDCs' July 1 filing, there is insufficient MWs on the standby list to use all MWs authorized under the Act, each EDC with remaining MWs shall conduct subsequent rounds of project selections. The subsequent rounds of project selections will conclude upon the selection of all authorized MWs and with enough time for the EDCs to file any additional project selections by January 1 of the following year. Additional projects selected must also comply with the terms and conditions of the Tariff. Any MWs of Program capacity not allocated in the calendar year expire at the end of the calendar year, consistent with the Act. Any allocated Program capacity foregone by a selected Bidder choosing not to move forward with their bid shall be reallocated to the Program capacity of the next upcoming solicitation following the Bidder notifying the EDC of its intention not to move forward with their project, using the applicable guidelines for that solicitation.

DEEP shall review and approve the EDCs' final selections before the EDCs submit them to PURA to ensure consistency with the Program. The Purchase Prices for all Selected Bids shall be publicly filed at PURA.

3.4.1 REC Aggregation

For simplicity and ease in Program administration that minimizes overall costs and maximizes benefits to ratepayers, the EDCs will aggregate the RECs into "batches" (or "tranches") in a manner similar to how the Green Bank currently aggregates RECs produced from Solar Home Renewable Energy Credit Facilities (SHREC Facilities).³ Each REC batch will be created based on in-service vintage year (and/or quarter) and class of technology. To illustrate, for Projects that are successfully in-service in 2022, the EDC may have an aggregation batch for "2022 SCEF" (or "Q4 2022 SCEF").

³ See, e.g., *Bid of the Connecticut Green Bank for Qualification of Solar Home Renewable Energy Credit (SHREC) Facilities as Class I Renewable Energy Sources - Q3 2016 - 6.1 MW*, PURA Docket No. 17-03-40 (filed Mar. 17, 2017).

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

Pursuant to Section 7(d) of the Act, the EDCs will manage RECs as directed by PURA, specifically whether to dispose of RECs through retirement and related prospective reduction of supplier/EDC RPS requirements, or through resale into the regional market. Any net revenues from the resale of RECs created under this Program shall be credited to Customers through a nonbypassable fully reconciling component of electric rates for all Customers of the EDC, consistent with the Act.

3.5. Security

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

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

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

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) business days. Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such security has

been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

3.6. Tariffs

Each Selected Bid will have its own Tariff rate based on its accepted Purchase Price, as approved by PURA. Tariff rates will be paid quarterly to Subscriber Organizations based on a cents/kWh calculation of the Purchase Price multiplied by the metered kWh applicable to the SCEF. The EDC will separately provide On-bill Credits to the Subscribers on a monthly basis through Subscribers' electric bills with the EDC.

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

4. ELIGIBLE PROJECTS

4.1 Facility Type

A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

A SCEF may use federal subsidies, incentives, or tax benefits. However a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, Public Act 18-50 tariffs other than those in this Program, any other contract or program of any kind in which an EDC purchases the facility's energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.

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

4.2. Facility Size

A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed four thousand (4,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

The final as-built size of the SCEF shall not exceed the proposed, or as-bid, nameplate capacity.

A proposed facility over four thousand (4,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the four thousand (4,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

4.3 In-Service Date

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

If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No extensions will be granted to the three-(3) year deadline for achieving the In-Service Date.

A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment. If the SCEF becomes ineligible for the Tariff due to a Bidder event of default, including failure to meet any of the in-service date requirements above, the Development Period Security is forfeited and will not be returned to the Bidder.

4.4 Term

A Shared Clean Energy Facility for a Selected Bid approved by PURA to receive Tariff payments will be eligible for compensation for energy produced as defined herein and Delivered to the EDC at the approved Tariff Rate for a twenty- (20-) year term commencing on the first day of the month following the In-Service Date.

4.5 Generation Site

A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on core forest. The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base.

Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). In addition, any solar Bid must include documentation that no more than ten (10) percent of the acreage of the generation site and interconnection route are on slopes greater than fifteen (15) percent. A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

The Bidder must demonstrate that it has control of the generation site, or an unconditional right, granted by the property owner, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority. In order to be considered to have site control for generation, the Bidder must provide copies of executed documents between the Bidder and property owner showing one of the following: (a) that the Bidder owns the site or has a lease or easement with respect to the site on which the proposed Shared Clean Energy Facility will be located for a term of at least as long as the term of the Agreement; or (b) that the Bidder has an unconditional option agreement to purchase or lease the site for such term.

If an existing SCEF through PA 18-50 or the pilot program, LREC/ZREC, or other PA 18-50 tariff project is present at the Project Site and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this Program. An exception to this requirement will be made for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program.

The aggregate maximum capacity of all Bids located on a single parcel of land, or contiguous parcels under common ownership or with a common Bidder, shall be limited to four thousand (4,000) kW (AC), excluding any existing generation capacity that is not qualified under Section 7 of the Act. Any subdivision of parcels must be recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a parcel of land that was not subdivided before January 1 of the year of the solicitation to which the Bidder is responding, or for which a subdivision was not recorded with the municipality in which such parcel is located prior to January 1 of the year of the solicitation, only the lowest priced Bid will be eligible, and all other Bids will be disqualified. At the time of bidding, the Bidder offering multiple Bids at a parcel must demonstrate such recording with the municipality to the appropriate EDC.

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

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

4.6 Project Viability

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

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

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

5. ELIGIBLE BIDDER

5.1. Experience

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

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

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

5.2. Operation and Maintenance

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

5.3. Bid Submission

Bids must be submitted in accordance with the solicitation issued by the relevant EDC, which will set forth specific filing instructions. Each Bidder must comply with the instructions set forth by the solicitation to ensure that its Bid is complete. In addition to completion of the Bid Form, each Bidder must submit a Bid Certification Form and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement, interconnection application confirmation receipt, or other forms as necessary. Specific instructions will be included with the solicitation for how to provide these additional documents and the entity to which these documents shall be provided (i.e., the EDC or DEEP).

Bids do not need to include a list of Subscribers at the time of submission.

6. SUBSCRIBERS

6.1. Subscriber Requirements

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

Subscribers are limited to the following classes of Customers:

- Low-income Customers;
- Moderate-income Customers;
- Small Business Customers;
- State or municipal Customers;
- Commercial Customers; and
- Residential Customers, other than LMI Customers, who either: (1) reside in a rental or leased property, or a property where the Customer does not control the property's roof, such as a multi-unit condominium; or (2) reside in their own property, but have written documentation from a rooftop solar installer that they are unable to install solar panels on their roof.

For any given billing meter, a Subscriber may have only one Subscription to one SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of electric use, a reasonable⁴ estimate of historical use). A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or Public Act 18-50 tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

For each SCEF, twenty (20) percent of the estimated annual output must be subscribed by Low-income Customers through an EDC-administered identification and enrollment process. An additional forty (40) percent of the estimated annual output of the SCEF must be subscribed through an EDC-administered

⁴ For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

identification and enrollment process by: LMI⁵ Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility; and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

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

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

6.2. Subscription Method

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

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

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

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

⁵ Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed.

7. ON-BILL CREDIT

7.1. Subscriber Credit

The EDC will credit each Subscriber on the monthly bill based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWhs). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWhs.⁶

The Subscriber Savings Rate will be \$0.025/kWh.

Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month and be cashed out at the end of the annual period or at the termination of service, as applicable.

7.2. Purchases of Energy

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

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

A Subscriber Organization owns the capacity and may participate in the ISO-NE capacity market at its discretion.

7.3. Bidding of Purchase Prices

Bidders shall not offer a Purchase Price that exceeds the Procurement Price Cap established by DEEP and approved by PURA. Purchase Prices must be provided for each year of the Tariff term; they may be the same each year or change over the Tariff term, provided the production-weighted average Purchase Price over the Tariff term does not exceed the Procurement Price Cap. Purchase Prices must be bid on a fixed, dollar per megawatt-hour (\$/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.

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

7.4. Delivery of Energy

Energy must be delivered to the applicable ISO-NE node on behalf of the EDC. The Subscriber Organization is responsible for all costs associated with scheduling and delivery of the SCEF's energy to the applicable ISO-

⁶ The On-bill Credit will be a fixed amount each month for the duration of the Subscription.

NE node, and the EDC will not be responsible for any costs associated with such Delivery, including but not limited to wheeling charges.

7.5. Delivery of RECs

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

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

7.6. Reimbursement for Failure to Deliver RECs

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

6. CERTIFICATION

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

7. COMPLIANCE FILINGS

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

- 1) The EDC shall annually review SCEF subscriptions in aggregate for the preceding year. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type, specifically providing:
 - a) Annual aggregate SCEF production;
 - b) Annual aggregate SCEF Subscribed Energy by Customer eligibility type, including opt-in Subscribers;
 - c) Information on each Subscriber who was a Subscriber in the preceding year, including the Subscriber's meter address, customer class, date of entry and exit, as applicable;
 - d) The number of residential Subscribers and corresponding Subscription kWhs in the preceding year that were subscribed by way of physical written documentation from a rooftop solar installer that demonstrates they are unable to have solar panels installed on their roof, including any associated documentation;

- e) The number of Subscribers and corresponding Subscription kWhs in the preceding year that are in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, for such Subscriber;
 - f) All marketing materials used to recruit opt-in Subscribers in the preceding year, including but not limited to the website used by the EDC; and
 - g) The number of Subscriptions, and kWhs associated with any such Subscriptions, which were: (1) transferred to another location when a Subscriber moved; (2) terminated; or (3) resized in the preceding year.
- 2) No later than November 30, 2022, and annually thereafter, each EDC shall provide an aggregate list of eligible LMI customers readily identifiable in the EDC's billing system, by number of customers and annual electricity consumption, not currently subscribed through the SCEF program.

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

PURA reserves the right to remove a Subscriber Organization from the Program for failure to meet any compliance filings ordered by DEEP or PURA. DEEP and PURA reserve the right to perform an audit of records, data, information, or other material relative to any required compliance filings. DEEP or PURA may conduct periodic audits of the Subscriber Organization to ensure continued compliance with the Program requirements. If a violation is found during an audit, PURA reserves the right to terminate eligibility under the Tariff.

APPENDIX A: SUBSCRIBER TERMS AND CONDITIONS**A1. SUBSCRIBER TERM**

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

A2. SUBSCRIPTION PORTABILITY AND TRANSFERABILITY

1. Portability

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

- (1) An Individual Billing Meter for electric service exists at the new premises;
 - (2) The Individual Billing Meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility; and
 - (3) The Subscriber is established as the Customer of record for electric service at the new premises.

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

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

2. Transferability

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

A3. CANCELLATION OR TERMINATION OF SUBSCRIPTION

1. Cancellation of Subscription by the Subscriber

- (a) Notification to the EDC of Cancellation

- (1) A Subscriber seeking cancellation of a Subscription must provide written notification at least thirty (30) days in advance to the EDC of any cancellation.
 - (2) Cancellation of a Subscription shall take effect at the start of the next billing cycle of the Subscriber's EDC account.

2. Termination of Subscription by an EDC

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

- (1) The termination of a Subscriber's electric service with that EDC.
- (2) The termination of the SCEF contract associated with the Subscription.

A4. SUBSCRIPTION SUMMARY CONTRACT

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

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

APPENDIX B: SUBMITTAL TO DEEP

In addition to any complete Bid submitted to the EDCs as part of the application Procurement Plan(s), a Bidder is required to respond to each question below in this Appendix. Bidders must submit this information to DEEP at DEEP.EnergyBureau@ct.gov on the Bid due date established by the EDCs in the applicable procurement.

Directions for sections B1-B9 are outlined below. Each section must be provided in its entirety with all of the supporting information requested. If any section is not applicable, this should be stated and a full explanation should be provided.

B1. FINANCIAL EXPERIENCE

B1.1. 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.

B1.2. 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.

- B1.3.** The Bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required Security, including its plan for doing so.
- B1.4.** 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.
- B1.5.** 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.
- B1.6.** 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.
- B1.7.** Description of Bidder and all affiliated entities and joint ventures transacting business in the energy sector.
- B1.8.** 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?
- B1.9.** Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against DEEP or the state.
- B1.10.** 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.
- B1.11.** 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).
- B1.12.** Identify all regulatory and other approvals needed by Bidder to execute a binding sale agreement.

B2. PROJECT MANAGEMENT EXPERIENCE

B2.1. Provide statements that identify 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.

B2.2. 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:

- v. Name of the project
- vi. Location of the project
- vii. Project type, size and technology
- viii. Commercial operation date
- ix. Estimated and actual capacity factor of the project for the past three years
- x. Availability factor of the project for the past three years
- xi. References, including the names and current addresses and telephone numbers of individuals to contact for each reference.

B2.3. 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.

B2.4. 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.

B3. OPERATIONAL PARAMETERS

B3.1. 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).

B3.2. 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).

B3.3. 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.

B4. 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.

B4.1. 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.

B4.2. 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.

B4.3. 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.

B5. OPERATION AND MAINTENANCE

B5.1. 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.

B5.2. Describe in detail the proposed O&M funding mechanism and funding levels to support planned and unplanned O&M requirements.

B5.3. 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.

B5.4. Provide examples of the Bidder's experience with O&M services for other similar projects.

B6. GENERATION SITE

B6.1. 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.

B6.2. 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.

B6.3. Provide evidence that the Shared Clean Energy Facility site and interconnection route 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.

B6.4. 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).

B6.5. 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.

B6.6. 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).

B6.7. 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.

- B6.8.** Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the distribution and/or transmission providers.
- B6.9.** 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.
- B6.10.** Provide the impact the Shared Clean Energy Facility will have on reliability and the local distribution system.
- B6.11.** Attest that the generation site of the Shared Clean Energy Facility neither impacts, in whole or in part, Core Forest.
- B6.12.** 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.

B7. PERMIT ACQUISITION PLAN AND ENVIRONMENTAL VIABILITY

- B7.1.** Provide a viable plan to acquire all permits. 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.
- B7.2.** Provide the anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements and any documentation supporting such anticipated timeline. 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.
- B7.3.** Provide a preliminary environmental assessment of the site and project, including both construction and operation, as applicable. In addition, identify environmental impacts associated with the proposed project, any potential impediments to development, and the Bidder's plan to mitigate such impacts or impediments. The Bidder should also describe whether the project makes positive re-

use of a previously disturbed site, including landfills or brownfields. For projects located within Connecticut, each Bidder should reference DEEP's Forestland Impact Map in its environmental assessment and submit a copy of the Forestland Impact Map with the project footprint superimposed on it. This Forestland Impact Map is a useful screening tool for siting purposes.⁷ The analysis should address each of the major environmental areas presented below, as applicable to the proposed project:

- i. Impacts to water resources – These resources include but are not limited to wetlands and wetland soils, waterbodies, watercourses, groundwater, drinking water and public water supplies, and how those impacts will be avoided, reduced, and mitigated if necessary, consistent with federal policy on no net loss of wetlands. If an impact is likely to occur, plans to reduce and mitigate must be clearly documented. The assessment for wetlands should include a vernal pool assessment, proposed setbacks from wetlands and vernal pools, and avoidance or mitigation measures take to reduce wetland impacts.
- ii. Impacts to ecological and natural resources – These include any impacts to wildlife, including but not limited to endangered, threatened, or special-concern species listed in the DEEP Natural Diversity database.
- iii. Land use impacts – Describe how the project conforms to applicable state plans directing conservation and development and other natural resource plans. Describe any impacts to prime farmland and agricultural soils, and the plan to mitigate such impacts or impediments. Describe any impacts to forest resources, including acreage and type of forest impacted, and measures taken to avoid or lessen forest resource impacts. Describe any potential detrimental impacts due to reuse of contaminated land.
- iv. Positive reuse of contaminated land – Explain whether the facility will re-use sites with limited development opportunities, like brownfields and landfills.⁸
- v. Impacts during site development
- vi. Transportation infrastructure impacts
- vii. Air quality impacts

⁷ The Forestland Impact Map provides a preliminary assessment of whether the installation materially affects the status of the land as core forest under section 16-50k of the General Statutes and should not be used to determine if the project meets the requirement in Section 4.5 of this Program.

⁸ 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>

- viii. Impacts to cultural resources
- ix. Impacts on noise levels
- x. Aesthetic/visual impacts
- xi. Transmission and distribution infrastructure impacts
- xii. Fuel supply access, where applicable

B7.4. 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.

B7.5. Provide a site plan including a scale map of the site that clearly identifies the location of the Eligible Project site, the assumed right-of-way width, the total acreage for the project, the anticipated electric interconnection point, and the relationship of the site to other local infrastructure, including transmission 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.

B7.6. Provide a description of the Eligible Project site and the surrounding area and interconnection route, including but not limited to a description of the local zoning, flood plain, topography, existing land use, and setting (e.g., woodlands, grasslands, agriculture). For solar photovoltaic projects, the description shall include documentation demonstrating: [a] total and percentage of acreage where the site and interconnection route are on slopes of 15 percent or greater; and [b] proximity of the site and interconnection route to ridgelines and ridgeline setback areas as defined in Section 8-1aa of the General Statutes.

B7.7. Indicate how the Bidder intends to satisfy the Connecticut Siting Council requirements. Indicate whether the Bidder intends to go through the certificate process or declaratory ruling process and how the Bidder intends to get a representation in writing from the Department of Agriculture and the Department of Energy and Environmental Protection, as applicable.

B7.8. Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the form _____ available _____ at: http://www.ct.gov/deep/lib/deep/Permits_and_Licenses/Common_Forms/compliance_form.pdf.

B7.9. Include a summary of any disputes relating to the environmental compliance of the Bidder (including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries), including the environmental compliance of projects owned or managed by Bidder or any of its affiliates in the United States or related to any energy product sale agreement.

B7.10. The Eligible 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 proposed Eligible Project. 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:

- i. Successful development and construction of a similar type of project; or
- ii. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets; and
- iii. Experience successfully financing power generation (or demonstrating the financial means to finance the Eligible Project on the Eligible Bidder's, Eligible Project developer's or Eligible Project owner's balance sheet)

B8. PROJECT VIABILITY

B8.1. Provide a reasonable but preliminary engineering plan that includes the following information:

- i. Type of generation technology, if applicable
- ii. Major equipment to be used
- iii. Manufacturer of the equipment
- iv. Status of acquisition of the equipment
- v. 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
- vi. Equipment vendors selected/considered
- vii. History of equipment operations
- viii. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment.

B8.2. 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.

B8.3. 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.

- B8.4.** 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

EXHIBIT 3

OPTION TO LEASE AGREEMENT

This Option To Lease Agreement (the "Agreement") is made this 1st day of July, 2020, by and between **THE CITY OF DERBY, CONNECTICUT** (the "City"), and **FUELCELL ENERGY, INC.**, a Delaware corporation whose principal place of business is located at 3 Great Pasture Road, Danbury, Connecticut 06810, or its designated wholly-owned special purpose entity ("Optionee").

1. Grant of Option. The City owns that certain piece or parcel of land known as 49 Coon Hollow Road, Derby, Connecticut, Parcel ID: 9-6-8-6-17, totaling approximately 11.5 acres (the "City's Property"). The City hereby grants to the Optionee the sole and exclusive right, privilege and option to lease from the City, for good and valuable consideration and upon terms and conditions to be negotiated upon exercise of this Option, that certain parcel in the southern section of the subject property known as "the old dog pound area" consisting of approximately 13,000 square feet +/- depicted on the plan attached hereto and made a part hereof as Exhibit A (the "Optioned Premises") and located outside the existing high voltage transmission line easement. The Optioned Premises will be surveyed and described upon the execution of a lease agreement, and made an exhibit thereto, including necessary easements for access, entrance, egress and utility connections.
2. Term of Option. Optionee intends to bid into the State of Connecticut's Request for Proposal in connection with Connecticut's the Shared Clean Energy Facilities Program established pursuant to Public Act 18-50 and Conn. Gen. Stat. § 16-244z. (the "RFP"), and, if selected, enter into an electricity purchase agreement with United Illuminating or another utility designated by the State of Connecticut pursuant to which such utility will purchase electricity generated from the Optionee's fuel cell power generation facility (the "Project"). The term of the exclusive right, privilege and option to lease herein granted (the "Option") shall commence upon the date first above written and shall expire at 11:59 pm eighteen (18) months from the date first above written, unless earlier terminated as provided herein (the "Term"). The Term shall be automatically extended until such date as the State announces the results of the RFP. The parties may further extend the Term by mutual written agreement.
3. Rights of Optionee. During the term of this Agreement, the City agrees that Optionee and Optionee's authorized representatives and agents shall have the right to enter upon the City's Property for the purpose of (a) examining and inspecting the City's Property; (b) making boundary and topographical surveys thereof; and (c) conducting other noninvasive tests and studies associated with the construction of a fuel cell power generation plant (collectively and individually, the "Investigations"). Optionee shall indemnify and save the City harmless from and against any and all loss, damage, claims, demands and judgments for personal injuries and/or damage to property arising out of, by reason of or in connection with the exercise by Optionee or Optionee's authorized representatives or agents of any of the rights set forth in this Paragraph 3.
4. Exercise of Option. In the event that the Optionee elects to exercise the Option, it shall do so by giving written notice thereof to the City prior to the expiration of the term hereof (the "Notice"). Within fifteen (15) days after the date of the Notice, the Optionee shall pay the City an option fee of two thousand five hundred (\$2,500.00) dollars (the "Option Fee"). Within ninety (90) days after the date of the Notice, the City and the Optionee shall enter into a lease agreement upon the terms and conditions

set forth in Exhibit B attached hereto and made a part hereof, and such other terms and conditions as the City and Optionee shall negotiate in good faith (the "Lease"). The City and Optionee agree to diligently negotiate the terms of the Lease in good faith to complete the Lease within the time limit set forth in this Paragraph 4.

5. Notices. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express:

If to the City:

Derby City Hall
1 Elizabeth Street
Derby, CT 06418
ATTN: Richard Dziekan, Mayor

If to the Optionee:

FuelCell Energy, Inc.
3 Great Pasture Road
Danbury, CT 06810
ATTN: Legal Department

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the third Business Day following the date of postmark; or (ii) if hand delivered by courier or overnight delivery service, when so delivered or tendered for delivery, during customary business hours on a Business Day at the specified address, or (iii) if so mailed, on the date of actual receipt as evidenced by the return receipt, or (iv) if delivered, upon actual receipt.

The term "Business Day" as used in this Paragraph 5 shall mean any day that is not a Saturday, Sunday or a day in which commercial banks in Hartford, Connecticut, are required or authorized by law to close.

6. Notice of Option. This Agreement shall not be recorded in the City of Derby's Land Records, but the City and the Optionee agree to sign a Notice of Option to Lease in recordable form, which notice may be recorded in the City of Derby's Land Records.

7. Miscellaneous.

7.1 Entire Agreement. This Agreement (including all exhibits attached hereto) represents the entire understanding between the parties with respect to the subject matter of this Agreement, and

all prior agreements and understandings between the parties with respect to the subject matter of this Agreement shall be deemed merged in this Agreement.

7.2 No Oral Amendment or Modification. No amendments, waivers or modifications of this Agreement shall be made or deemed to have been made unless in writing executed by both the City and Optionee.

7.3 Binding Effect. Except as set forth in Paragraph 7.9, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

7.4 Captions for Convenience. All headings and captions used in this Agreement are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

7.5 Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.

7.6 No Waivers. Any waiver of a breach of any provision contained in this Agreement must be in writing to be valid and enforceable. No waiver of breach shall be deemed a waiver of any preceding or succeeding breach, nor of any other breach of a provision contained in this Agreement.

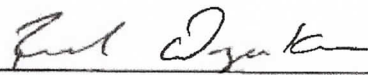
7.7 Construction. The City and Optionee hereby acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Agreement.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

7.9 Assignment. The Optionee shall not assign this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld, except that Optionee may assign this Agreement without the consent of the City to a special purpose entity affiliate created for purposes of financing Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

CITY
THE CITY OF DERBY

By 
Its MAYOR

OPTIONEE
FUELCELL ENERGY, INC.

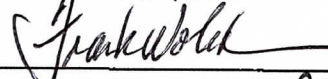
By 
Its SENIOR VICE PRESIDENT

EXHIBIT A

Description

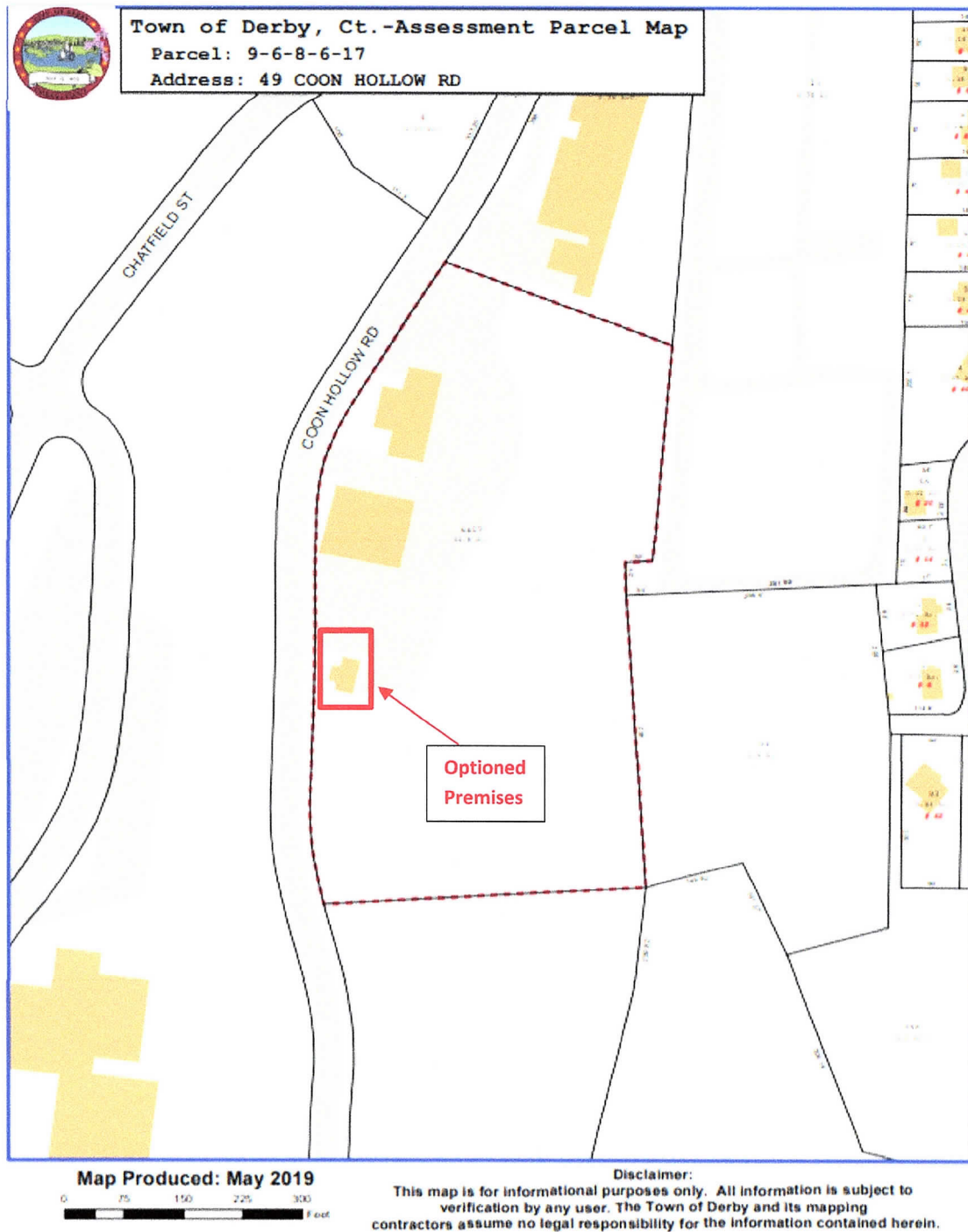


EXHIBIT B

Lease Terms

1. **Leased Premises.** The term “Leased Premises” means the City’s Property, together with certain access rights, rights to tie into utilities, and rights to enter the City’s Property.
2. **Term.** The initial term of the Lease shall be for a minimum period of twenty (20) years commencing no later than the date that Optionee commences construction of the Project, as defined below, and extending for the term of the Electricity Purchase Agreement, defined below.
3. **Use.** The Optionee may use the Leased Premises for the development, construction and operation of a fuel cell power generation facility, and such other ancillary uses as are reasonably approved by the City (the “Project”).
4. **Rent.** Beginning on the Commercial Operation Date, as defined in the Electricity Purchase Agreement, defined below (the “Rent Commencement Date”), Optionee shall pay annual rent to City in an amount to be negotiated by the parties. The sum of such amount plus the amount of any agreement for payment in lieu of Property Taxes negotiated among the Parties shall not exceed fifty thousand dollars per year.
5. **Electricity Purchase Agreement.** Optionee intends to bid into the State of Connecticut’s Request for Proposal for the Shared Clean Energy Facilities Program established pursuant to Public Act 18-50, Conn. Gen. Stat. § 16-244z, the Connecticut Public Utilities Regulatory Authority Docket No. 19-07-01 and the Statewide Shared Clean Energy Facility Program Modified Program Requirements issued in connection therewith, and, if selected, enter into an Electricity Purchase Agreement with United Illuminating or another utility designated by the State of Connecticut (collectively, the “Utility”) pursuant to which the Utility will purchase electricity generated from the Project (the “Electricity Purchase Agreement”). Upon the termination of the Electricity Purchase Agreement, Optionee shall have the right to terminate the Lease at any time during the term thereof by providing written notice to the City.
6. **Surrender of Leased Premises.** Upon the expiration of the term of the Lease, Optionee shall remove any buildings, equipment, and personal property constructed and installed by Optionee from the Leased Premises. Notwithstanding the foregoing, Optionee shall not be required to remove any footings, foundations, or site improvements from the Leased Premises that do not interfere with the City’s use of the City’s Property.
7. **Other Terms and Conditions.**
 - 7.1 The City and Optionee shall enter into good faith negotiations regarding other terms and conditions of the Lease.
 - 7.2 The Optionee shall remove the existing dog kennel building on the Optioned Premises during construction of the Project.
 - 7.3 Capitalized terms used but not defined herein have the meanings ascribed to them in that certain Option To Lease Agreement dated July 1, 2020 by and between the City and Optionee.

EXHIBIT 4



November 5, 2020

Mr. Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 19-07-01– Review of Statewide Shared Clean Energy Facility Program
Requirements - **Compliance Motion No. 8 & Motion for Approval**

Dear Mr. Gaudiosi:

The United Illuminating Company (“UI”) hereby submits this compliance filing with the Public Utilities Regulatory Authority (“PURA” or the “Authority”) in accordance with the directives issued by PURA in its Ruling on Motion No. 8, dated March 13, 2020, in the above captioned docket.

In response to Motion No. 8, PURA ordered the following:

No later than two weeks following completion of each annual procurement process, UI and CL&P each shall submit to DEEP for approval the EDCs’ final Subscriber Organization Bid selections. No later than two weeks following DEEP’s approval of the EDCs’ final Subscriber Organization Bid Selections, UI and CL&P each shall file for the Authority’s approval, public copies of the Company’s selected SCEF Subscriber Organization Tariffs with banking information redacted, along with a public summary sheet. The public summary shall be sorted by evaluated Bid price(s), and shall include for each Bid: the Bid/Project ID, address, Subscriber Organization name, Bid status (disqualified, selected, withdrawn, etc.), as-Bid project size in MW, expected annual production in kWh, Y/N for each Bid Preference considered during the solicitation(s), Bid price(s), evaluated Bid price(s) if Bid preferences are applied, projected annual amount to be paid to Subscriber Organization, and the projected annual amount to be paid to Subscribers.

Two weeks ago, on October 22, 2020, the Department of Energy and Environmental Protection (the “Department” or “DEEP”) approved the Company’s final Subscriber Organization Bid selections. Accordingly, the Company hereby files for the Authority’s approval, the information required by the Order on Motion No. 8 as further set forth in Attachments 1, and 2.



Mr. Jeffrey R. Gaudiosi
November 5, 2020
Page 2 of 2

The Company is submitting this information subject to the Authority's Order on DEEP's Motion for Protective Order (Motion No. 1), dated September 9, 2019 and consistent with the direction set forth in DEEP's correspondence, dated November 4, 2020, which was filed in this proceeding. Consistent with DEEP's request, the Company has filed herewith a public version of Attachment 1, and 2 wherein it has "redact[ed] the evaluated bid price"¹ and sorted "the data in some other way than by evaluated bid price when making their Motion No. 8 Ruling compliance filing."² The Company is also filing a confidential version of Attachment 1, which includes an unredacted version of all of the requested information in the format required by the Authority's Order on Motion No. 8.

If you have any questions regarding this filing, please do not hesitate to contact Katerina Miller at (203) 499-2625.

I hereby certify service of this filing upon all parties and intervenors of record in this proceeding.

Sincerely,

Eileen Sheehan
Manager, Regulatory Services
UIL Holdings Corporation
As Agent for the United Illuminating Company

¹ See DEEP Correspondence, dated Nov. 4, 2020, at 2. Consistent with the direction received from DEEP, the Company has also redacted limited other information from Attachment 1 – Public Version that could be used to reverse engineer the evaluated bid price.

² Id.

Bid ID	Address/Site Location	Town	Seller	Bid Status	As-Bid SIZE (MW)	Selected Size (MW)	Expected Annual Production (kWh)	Bid preference	Bid Price	Evaluated Bid price(s)	Expected Annual Payment to Subscriber Organization	Expected Annual Payment to Subscriber
120071017241699	49 Coon Hollow Rd	Derby	SCET Fuel Cell LLC	Selected	2.80	2.80	21,988,000	[CONFIDENTIAL]	137.00	[CONFIDENTIAL]	3,012,356	549,700
120071018522213	40 Pepes Farm Rd	MILFORD	Dynamic Energy Solutions LLC	Selected	1.50	1.50	2,675,000	[CONFIDENTIAL]	135.00	[CONFIDENTIAL]	361,125	66,875
120071221124622	122 Mill Road	North Haven	VCP Pledgor 4 LLC	Disqualified	1.63	-		[CONFIDENTIAL]	100.00	[CONFIDENTIAL]	-	-
120071312395525	121 West Pond Rd	Branford	Jefferson Solar LLC	Selected	4.00	0.70	1,232,532	[CONFIDENTIAL]	159.00	[CONFIDENTIAL]	195,973	30,813

5.00

Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

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



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

SECTION I: COMPANY INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Jefferson Solar LLC	<i>Party Name</i>	The United Illuminating Company ("UI")
157 Church St., 15 th floor New Haven, CT 06510	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
	<i>Business Website</i>	www.uinet.com
<input checked="" type="checkbox"/> US Federal 82-4385333	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Chris Little Ecos Energy LLC, 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<i>General</i> (day to day/ administrative)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Thomas Melone Allco Renewable Energy Limited 157 Church St., 15 th floor New Haven, CT 06510 212.681.1120 Thomas.melone@AllcoUS.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

Project # SCEF-01-120071312395525
 Project Name: 121 West Pond Road NORTH BRANFORD

Thomas Melone 601 S Ocean Blvd Delray Beach FL 33483 212.681.1120 thomas.melone@gmail.com	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel SCEF@uinet.com
Chris Little Ecos Energy LLC 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Chris Little 222 South 9th Street, Suite 1600 Minneapolis MN 55402 651.268.2053 chris.little@ecosrenewable.com	<ul style="list-style-type: none"> · Invoices · Payments · Settlements 	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	

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

SECTION IV: FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	121 West Pond Road NORTH BRANFORD CT 06471
	Customer Billing Account Number	
	Technology	fixed-tilt or single-axis <input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input checked="" type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Other:

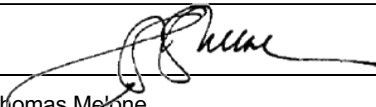
Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 700
Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.159 per kWh
	Year 2	\$0.159 per kWh
	Year 3	\$0.159 per kWh
	Year 4	\$0.159 per kWh
	Year 5	\$0.159 per kWh
	Year 6	\$0.159 per kWh
	Year 7	\$0.159 per kWh
	Year 8	\$0.159 per kWh
	Year 9	\$0.159 per kWh
	Year 10	\$0.159 per kWh
	Year 11	\$0.159 per kWh
	Year 12	\$0.159 per kWh
	Year 13	\$0.159 per kWh
	Year 14	\$0.159 per kWh
	Year 15	\$0.159 per kWh
	Year 16	\$0.159 per kWh
	Year 17	\$0.159 per kWh
	Year 18	\$0.159 per kWh
	Year 19	\$0.159 per kWh
	Year 20	\$0.159 per kWh
	Average	\$0.159 per kWh
Development Period Security (amount)	\$ 17,500	
Operating Period Security (amount)	<p>Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation.</p> <p>Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).</p>	

Project # SCEF-01-120071312395525
Project Name: 121 West Pond Road NORTH BRANFORD

Tariff Terms Agreement Approval Date Note: In-Service Date must be 3 years from this date	Date: Estimated in-service date: December 1, 2022
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Jefferson Solar LLC	<i>Party Name</i>	The United Illuminating Company
	<i>Signature</i>	
Thomas Melone	<i>Printed Name</i>	Franklyn Reynolds
President	<i>Title</i>	President, UIL Holdings

Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

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

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

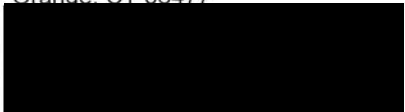

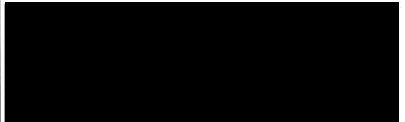
SECTION I: COMPANY INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
SCEF1 Fuel Cell, LLC	<i>Party Name</i>	The United Illuminating Company ("UI")
3 Great Pasture Road Danbury CT 6810	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
https://www.fuelcellenergy.com/	<i>Business Website</i>	www.uinet.com
<input type="checkbox"/> US Federal 47-3694338	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION		
SUBSCRIBER ORGANIZATION		EDC
Frank Wolak 3 Great Pasture Road Danbury CT 06810 413.537.6536 fwolak@fce.com	<i>General</i> <i>(day to day/ administrative)</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Frank Wolak 3 Great Pasture Road Danbury CT 06810 413.537.6536 fwolak@fce.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
ATTN General Counsel Jennifer Arasimowicz, Esq. 3 Great Pasture Road Danbury CT 06810	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel

Project # SCEF-01-120071017241699
 Project Name: 49 Coon Hollow Road, DERBY

203.825.6070 jarasimowicz@fce.com		SCEF@uinet.com
Jill Crossman 3 Great Pasture Road Danbury CA 06810 860.496.2270 jcrossman@fce.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Jill Crossman 3 Great Pasture Road Danbury CT 06810 860.496.2270 jcrossman@fce.com	<ul style="list-style-type: none"> · Invoices · Payments · Settlements 	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 

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

SECTION IV: FACILITY INFORMATION

Facility Description	Facility Site/Location (including Street, City or Town)	49 Coon Hollow Road DERBY CT 6418
	Customer Billing Account Number	
	Technology	fuel-cell <input type="checkbox"/> Wind <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Hydro <input checked="" type="checkbox"/> Fuel Cell <input type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Other:


Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 2800
Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.137 per kWh
	Year 2	\$0.137 per kWh
	Year 3	\$0.137 per kWh
	Year 4	\$0.137 per kWh
	Year 5	\$0.137 per kWh
	Year 6	\$0.137 per kWh
	Year 7	\$0.137 per kWh
	Year 8	\$0.137 per kWh
	Year 9	\$0.137 per kWh
	Year 10	\$0.137 per kWh
	Year 11	\$0.137 per kWh
	Year 12	\$0.137 per kWh
	Year 13	\$0.137 per kWh
	Year 14	\$0.137 per kWh
	Year 15	\$0.137 per kWh
	Year 16	\$0.137 per kWh
	Year 17	\$0.137 per kWh
	Year 18	\$0.137 per kWh
	Year 19	\$0.137 per kWh
	Year 20	\$0.137 per kWh
	Average	\$0.137 per kWh
Development Period Security (amount)	\$ 70,000	
Operating Period Security (amount)	Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).	

Project # SCEF-01-120071017241699
Project Name: 49 Coon Hollow Road, DERBY

Tariff Terms Agreement Approval Date Note: In-Service Date must be 3 years from this date	Date: Estimated in-service date June 1, 2022
---	--

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

SCEF1 Fuel Cell, LLC	Party Name	The United Illuminating Company
	Signature	
Michael S. Bishop	Printed Name	Franklyn Reynolds
EVP & CFO, FuelCell Energy, Inc., sole member of FuelCell Energy Finance II, LLC, sole member of SCEF1 Fuel Cell, LLC	Title	President, UIL Holdings

The United Illuminating Company Motion No. 8
Docket No. 19-07-01 UI Attachment 2
9 of 12
SHARED CLEAN ENERGY FACILITY (“SCEF”) TARIFF TERMS AGREEMENT
SUBSCRIBER ORGANIZATION

This Agreement is entered into as of the following date: October 13, 2020 (the "Effective Date"). This Tariff Terms Agreement incorporates by reference for all purposes the Shared Clean Energy Facility Tariff and all attachments and appendices thereto, including the Terms and Conditions (collectively, the “Agreement”). The Parties to this Agreement are the following:

SECTION I: COMPANY INFORMATION

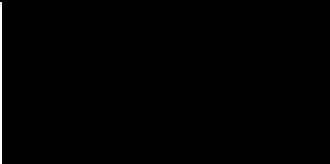

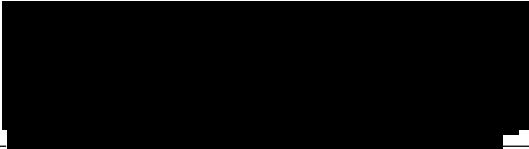
SUBSCRIBER ORGANIZATION		EDC
Dynamic Energy Solutions, LLC	<i>Party Name</i>	The United Illuminating Company (“UI”)
1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087	<i>Address</i>	180 Marsh Hill Road Orange, CT 06477
www.dynamicenergy.com	<i>Business Website</i>	www.uinet.com
<input type="checkbox"/> US Federal	<i>Tax ID Numbers</i>	<input type="checkbox"/> US Federal _____
PA	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____

SECTION II: CONTACT INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Tim Carr 1550 Liberty Ridge Dr, Suite 310 Wayne PA19087 518.730.8840 tcarr@dynamicenergy.com	<i>General</i> <i>(day to day/ administrative)</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Andrew Matson 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1173 amatson@dynamicenergy.com	<i>Tariff</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
Tony Orr 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1152	<i>Legal Notices</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: General Counsel

torr@dynamicenergy.com		SCEF@uinet.com
Andrew Smith 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1168 asmith@dynamicenergy.com	<i>Development and Operating Period Security</i>	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com

SECTION III: ACCOUNTING INFORMATION

SUBSCRIBER ORGANIZATION		EDC
Andrew Smith 1550 Liberty Ridge Dr, Suite 310 Wayne PA 19087 484.323.1168 asmith@dynamicenergy.com	<ul style="list-style-type: none"> · Invoices · Payments · Settlements 	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	Wire Transfer Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 
	Checks (If Applicable)	180 Marsh Hill Road Orange, CT 06477 Mail Stop: AD-2A ATTN: Director, Wholesale Power Contracts SCEF@uinet.com
	ACH Numbers (If Applicable)	180 Marsh Hill Road Orange, CT 06477 

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

SECTION IV: FACILITY INFORMATION

SECTION IV: FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	40 Pepes Farm Rd MILFORD CT 6460
	Customer Billing Account Number	
	Technology	fixed-tilt <input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Other:
	Installed Capacity - Must be greater than 100 kW (AC) and less than 4,000 kW (AC)	kW (AC) 1500

Interconnecting Utility	The United Illuminating Company ("UI")	
Purchase Price(s)	Year 1	\$0.135 per kWh
	Year 2	\$0.135 per kWh
	Year 3	\$0.135 per kWh
	Year 4	\$0.135 per kWh
	Year 5	\$0.135 per kWh
	Year 6	\$0.135 per kWh
	Year 7	\$0.135 per kWh
	Year 8	\$0.135 per kWh
	Year 9	\$0.135 per kWh
	Year 10	\$0.135 per kWh
	Year 11	\$0.135 per kWh
	Year 12	\$0.135 per kWh
	Year 13	\$0.135 per kWh
	Year 14	\$0.135 per kWh
	Year 15	\$0.135 per kWh
	Year 16	\$0.135 per kWh
	Year 17	\$0.135 per kWh
	Year 18	\$0.135 per kWh
	Year 19	\$0.135 per kWh
	Year 20	\$0.135 per kWh
	Average	\$0.135 per kWh
Development Period Security (amount)	\$ 37,500	
Operating Period Security (amount)	<p>Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation.</p> <p>Operating Period Security = Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).</p>	
Tariff Terms Agreement Approval Date	Date:	

Project # SCEF-01-120071018522213
Project Name: 40 Pepes Farm Rd, MILFORD

Note: In-Service Date must be 3 years from this date	Estimated in-service date: December 31, 2021
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Dynamic Energy Solutions, LLC	Party Name	The United Illuminating Company
	Signature	
Tony Orr	Printed Name	Franklyn Reynolds
Sr. Vice President, Legal	Title	President, UIL Holdings

EXHIBIT 5

meeting of the Board of Aldermen/Alderwomen at which the Mayor and all the Aldermen/Alderwomen are present shall be a legal meeting.

Sec. 22. Grants and leases of real estate.

All grants and leases of real estate, belonging to said city signed by the Mayor, sealed with the City Seal, approved by the Board of Aldermen/Alderwomen and recorded in the city where the real estate is situated, shall be effectual to convey the property described therein. The Board of Aldermen/Alderwomen shall hold a public hearing prior to sale if required pursuant to Connecticut General Statutes § 7-163e, as same may be amended from time to time. All grants and leases of real estate shall be awarded to the highest responsible bidder, and shall be founded on sealed bids based upon terms and conditions as may be determined by the Board of Aldermen/Alderwomen from time to time. The Board of Aldermen/Alderwomen shall have charge of such advertising. The form of such notice shall include terms and conditions under which such grant or lease may be made, and such notice, grant or lease shall be approved by the Corporation Counsel. The lessee shall give bonds with surety, to the satisfaction of the Mayor, for the faithful performance of and compliance with the terms of such grant or lease. If the successful bidder shall fail to accept such grant or lease within ten days after written notice that the same has been awarded to him/her/it/according to his/her/its bid, or if he/she/it shall fail to execute his/her/its contract and to give proper surety, such grant or lease shall be readvertised and regranted or relet in the manner provided herein.

Sec. 23. Fire police force.

Said Board of Aldermen/Alderwomen may appoint a fire police force of not more than thirty members to act in conjunction with the Fire Department when on duty, and also to act as special police whenever their services may be required, and may make such rules and regulations as may be necessary for the government, control and maintenance thereof.

Sec. 24. Compelling attendance and testimony of witnesses.

Every committee of the Board of Aldermen/Alderwomen shall have authority to compel the attendance and testimony of witnesses and to request any judge to issue a capias for the appearance of witnesses and to administer oaths by its chairperson.

EXHIBIT 6

Public Meeting held on June 9, 2020
The City of Derby, CT
Board of Aldermen and Alderwomen
Transcribed from an audio recording

CAPITOL COURT REPORTERS, INC.
P.O. BOX 329
BURLINGTON, VT 05402-0329
(802) 863-6067
EMAIL: info@capitolcourtreporters.com

1 UNIDENTIFIED MALE SPEAKER 1: 9.3,
2 possible fuel cell on (inaudible) Road. To authorize
3 the Mayor to enter into Definitive Option Agreement
4 and Lease with respect to a potential act --
5 statutory -- fuel-cell powered generation facility at
6 a site known as the Old Dog Pound Facility on Coon
7 Hollow Road. Enter in to negotiate relating to a
8 long-term tax utilization agreement for the same.

9 Discussion and possible action.

10 Motion?

11 UNIDENTIFIED MALE SPEAKER 2: So moved.

12 UNIDENTIFIED MALE SPEAKER 1: Second.

13 UNIDENTIFIED MALE SPEAKER 3: Second,
14 Rob.

15 UNIDENTIFIED MALE SPEAKER 1: Go into
16 discussion. Drew wants to --

17 UNIDENTIFIED FEMALE SPEAKER 1: What is
18 this? Barbara, what is it?

19 UNIDENTIFIED MALE SPEAKER 1: Drew, do
20 you want to step into this?

21 UNIDENTIFIED SPEAKER DREW: Sure. Same
22 thing like we had at 251 Roosevelt Drive or 241
23 Roosevelt Drive. It's a much smaller version of that
24 fuel cell energy. The same company doing that 14
25 megawatt fuel cell want to do a 2 megawatt fuel cell

1 on municipally-owned land. So Carmen and I directed
2 them to the Old Dog Pound. It's got an unused piece
3 of municipal property.

4 They came out. They liked the site.
5 They still have to go through the application process
6 to the state to be granted the project, but
7 preliminary numbers look like that between a lease
8 and/or a pilot tax payment similar to what we have on
9 Roosevelt Drive, it will be about \$50,000 a year that
10 we would get for a 20-year program. So another one
11 million that we can get from a one building to a cell
12 as opposed to the five building to a cell that's
13 going on Roosevelt Drive.

14 UNIDENTIFIED SPEAKER 1: Any questions?

15 MR. SAMPSON: Charlie Sampson, Mr.
16 Mayor. A Definitive Option Agreement and Lease. So
17 the lease would have to come back before the board,
18 no? Before it's actually executed?

19 UNIDENTIFIED SPEAKER DREW: Correct.
20 Correct. This is just basically to support, and they
21 have the document, the actual lease document. And
22 it's the same exact structure that we did last time.
23 The only difference is we actually own this property.
24 Last time it was on IBA's property. So it would be
25 more of a benefit to us as the state being a property

1 owner.

2 UNIDENTIFIED MALE SPEAKER 4: This is
3 only -- this is granting just an option to lease,
4 which the potential lessee requires in order to
5 advance its application, I believe, with the Siting
6 Council. If they do not get the option, then they do
7 not have the ability to file the application because
8 they have to have a proposed location.

9 This would come back to you for
10 purposes of (inaudible) the lease.

11 UNIDENTIFIED MALE SPEAKER 1: Any other
12 questions? Not hearing them, the motion is second.
13 All in favor?

14 (Group responded aye.)

15 UNIDENTIFIED MALE SPEAKER 1: Opposed?

16 UNIDENTIFIED FEMALE SPEAKER 1: Aye.

17 UNIDENTIFIED MALE SPEAKER 1: Really?
18 50,000 a year. No? (Inaudible). Same? Okay. I
19 think that passed; right?

20 UNIDENTIFIED FEMALE SPEAKER 2: Yeah, I
21 got it.

22 UNIDENTIFIED MALE SPEAKER: Just on
23 that point again, we will look at whether under
24 Section 22 of the Charter, when we go out for the
25 lease, whether or not we will have to put this out

1 for public bid and then hold a public hearing. So we
2 will have that laid out. What we do not know at this
3 time when the potential lessee will be coming back.
4 I don't know how long the Siting Council process will
5 take.

6 UNIDENTIFIED MALE SPEAKER 1: Good.

7 9.4. Permission agreeing, discussion, possible
8 action.

9 (End of audio transcription)

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EXHIBIT 7



Thomas Melone <thomas.melone@gmail.com>

Fuel Cell Energy Superior Court proceeding

Vincent Marino <vmarino@mzslaw.com>

Thu, Nov 5, 2020 at 7:11 PM

To: Thomas Melone <thomas.melone@gmail.com>

Cc: "Andrew Baklik (abaklik@derbyct.gov)" <abaklik@derbyct.gov>, Marc Garofalo <mgarofalo@derbyct.gov>

Tom –

I apologize for my delayed response. The FOIA response is as follows -

1. All emails sent by or to, issued, or received by the CITY OF DERBY, or any employee or agent thereof, or any member of the Board of Aldermen and Alderwomen concerning, relating to, pertaining to, commenting on or referring to, or from, Fuel Cell Energy Inc., or any employee or agent thereof AND/OR a potential stationery fuel cell power generating facility at the site known as “the old dog pound facility” on Coon Hollow Road.

See attached

2. A copy of the option to lease agreement executed with respect to Agenda item 9.3 on the Board of Alderman and Alderwoman’s agenda for the meeting of June 11, 2020— “Possible Fuel Cell on Coon Hollow Road To authorize the Mayor to enter into a definitive Option agreement and lease with respect to a potential stationery fuel cell power generating facility at the site known as “the old dog pound facility” on Coon Hollow Road and to enter into negotiations relating to a long-term tax stabilization agreement for the same.”

See attached

3. A copy of all public notices issued with respect to the option to lease and/or lease of the site for the potential fuel cell off Coon Hollow Road.

a. No public notices other than the meeting agenda

4. A copy of all requests for sealed bids issued with respect to the option to lease and/or lease of the site for the potential fuel cell off Coon Hollow Road.

a. NONE

5. A copy of all the approval received from Corporation Counsel under section 22 of the Charter of the City of Derby

a. NONE

6. A photo of the sign that was “conspicuously posted on the Coon Hollow Road site in accordance with Conn. Gen. Stat. on the real property that is the subject of the public hearing.

a. NONE

If you have any questions, please contact me. Otherwise, I will consider this request under the FOIA completed.

Sincerely,

Vincent Marino

Vincent M. Marino, Esq.
Attorney At Law



Direct Dial: 203.864.4661

Mobile: 203.556.1394

Main: 203.864.4511

Fax: 203.456.8249

**Marino, Zabel &
Schellenberg, PLLC**

657 Orange Center Road
Orange, CT 06477

Email: vmarino@mzslaw.com

www.mzslaw.com



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