

**Question and Answer Document Associated with the Low and Zero Emissions Renewable Energy Credit Program of The Connecticut Light and Power Company doing business as Eversource Energy (“Eversource”) and The United Illuminating Company**

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#	Question	Answer
<b>General Program Questions/Rules</b>		
1.	Can you have an LREC project and a ZREC project at the same site behind two different revenue meters?	Yes.
2.	Can we get some clarity on which rules would be applicable to homeowners?	LREC/ ZREC program rules are not dependent on customer class. For the Small ZREC program, beginning in Year 4, pursuant to Section 2(f) of Public Act No. 15-194, any customer of an electric distribution company that is eligible for the residential solar investment program shall not be eligible for small zero-emission renewable energy credits pursuant to section 16-244s. If a project is or will be located at a residential site, a copy of the “Incentive Application Denied” letter issued by the Connecticut Green Bank stating that the project has been denied from the Connecticut Green Bank’s residential solar investment program is required during the application process.
3.	If Public Act 11-80 (as codified in Conn. Gen. Stat. § 16-244(r) and 16-244(s), or 16-244(t)) is repealed in the future, what are the implications for constructed projects, including but not limited to the status of standard contracts entered into for purchase of ZRECs?	The Companies cannot speculate on the nature of future legislative changes affecting the LREC/ZREC program.
4.	Can the renewable generation be owned by a third party who is not the customer of record at the revenue meter?	Yes, a third party may own the renewable generation behind a revenue meter, and be eligible to participate in the LREC/ZREC solicitations.
5.	Will bidder conference sign in sheets be made public?	No, the Companies do not plan to share this information.

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6.	Please provide the location of the slides from the Bidders’ Conferences.	The Bidders’ Conference slides will be posted on the Companies’ websites (i.e., Eversource = <a href="http://www.eversource.com">www.eversource.com</a> → Residential → Save Money & Energy → Renewable Energy Credits; UI = <a href="http://www.uinet.com">www.uinet.com</a> → About UI → Doing Business with UI → Power Procurement
7.	If you have more than one project, if one project underperforms and another over performs, can you take the extra RECs from the over performing project to make up for the underperforming one?	No, a Seller may not aggregate delivery obligations to make up for a shortfall in production by one of its projects. However, Section 7.2 of the Standard Contract includes a provision pursuant to which the Company may agree to a purchase of excess RECs produced by a project.
8.	Can the State of Connecticut, municipalities and government-owned entities contract with the utilities under the Program?	Yes, the Companies will treat bids from these entities, or on behalf of these entities, the same as all other bids in this solicitation.
9.	If a project is selected in the LREC or ZREC solicitation at one location and it turns out that there is some insurmountable development issue at that site, can the contract be transferred to another similar location?	No.
10.	Will the Companies evaluate projects within each other's service territory?	No.
11.	Is there an approved vender list for the LREC / ZREC Program?	No.

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12.	What is the kWh value of a REC?	One REC is created for each 1,000 kWhs of qualified energy.
13.	Who decided on a random selection process? Is it part of the law?	PURA approved the use of a random selection process in the April 4, 2012 Decision.
14.	What happens to the RECs produced by LREC / ZREC projects once they are created and purchased by the utilities?	The Companies propose to sell the RECs in a manner that maximizes the revenue for customers, and not to be limited to a prescribed REC sales methodology.
15.	If a customer is planning to increase the amount of electricity being used in their facility – let’s say his electrical load is going to double - can they bid accordingly or do they need to be held to the previous trailing 12 months?	An LREC or ZREC project does not need to be scaled to the customer’s usage. A project may produce more or less than the host customer’s load.
16.	§1.63 defines "ZREC Product" by reference to §5.2, but §5.2 does not define the term. What is intended by "ZREC Product"?	“ZREC Product” is a Class I REC that meets all of the requirements of the ZREC Program and is delivered under a Standard Contract (medium/large projects) or Service Agreement (small projects).
17.	In this PURA mandated program, is the program slated to acquire MWs of capacity? For how many years?	This program comes from 2011 state legislation (Public Act 11-80) that provides for a budget-based program with specific dollar allocations for up to 6 years for ZRECs and 5 years for LRECs. There are no MW targets.
18.	Is there a restriction on how much of the generation has to be used on site?	No.

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19.	Is the bid price fixed for the entire 15 year term of the contract?	Yes.
20.	Where can I find a sample utility bill?	<p>For Eversource, a sample residential bill can be found by going to <a href="http://www.eversource.com">www.eversource.com</a> →Residential →My Account→Billing and Rates →Your Newly Designed Bill</p> <p>For UI, a sample bill can be found by going to <a href="http://www.uinet.com">www.uinet.com</a>, clicking on “Billing” in the “Customer Care” section in the middle of the page, and by then clicking on “Understanding Your Bill.”</p>
21.	<p>What if, after some time (but before the end of the 15yr contract term), the host facility (utility customer) of a PV system "goes dark"/ discontinues their electric service (e.g. due to bankruptcy/ liquidation, or vacating the premises). What happens to the power generated by the PV system? Does it feed back to the grid? Does the system continue to produce ZRECs? If the owner of the PV system is a third party (other than the facility owner/liquidated entity) could the meter be changed to their name? Could the power generated "be sold" to the grid and continue generating ZRECs (to fulfill the contractual</p>	<p>There is no way to provide a definitive answer to this question on a hypothetical basis. The answer will depend on the facts and circumstances of the situation at the time.</p>

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	obligation the utility?	
22.	When will the Small ZREC Program be open?	There is no set schedule for the opening or closing of the Small ZREC Program procurement rounds. However, generally the rules that apply to opening and closing are as follows: Each Small ZREC funding period begins after PURA approves a new Small ZREC Tariff Rate, which will not be filed until PURA approves the selected Medium ZREC projects for the most recent RFP. All applications in each Company’s standby queue will expire on the date when the results of each Company’s next final RFP for the Medium category are filed as a Procurement Plan with PURA, (because each Procurement Plan will include the new annual funding period proposed Small ZREC Tariff Rate) and the application and enrollment process will be suspended until the new Small ZREC application period begins, following PURA’s approval of the new Small ZREC Tariff Rate.
23.	Are RECs a taxable commodity?	We cannot provide tax advice. Applicants should consult a tax professional.
24.	How can interested parties get notified on the different happenings in the LREC/ZREC dockets?	Interested parties should visit the link below and sign up for notifications. To become an official participant in any docket interested parties should sign up for notifications and then submit a motion for participant status. <a href="http://www.dpuc.state.ct.us/DPUCPublicList.NSF/">http://www.dpuc.state.ct.us/DPUCPublicList.NSF/</a>

**Eligibility**

25.	Do municipal landfill solar projects qualify for ZRECs?	Yes, all solar projects that are behind the customer revenue meter and meet program eligibility criteria will qualify for ZRECs.
26.	Can a project exceed the maximum size if only the maximum size is bid? For example, can a 2,500 kW project bid into the LREC RFP at 2,000 kW?	C.G.A. Section 16-244t(a) states that the EDCs are to solicit and file for approval contracts <i>with owners or developers of generation projects that are less than 2 MW</i> . If the project is 2500 kW, it doesn’t fit within the statute.
27.	Can a project be located outside of CT, say NH?	No. An LREC or ZREC project must be connected to the distribution system of the contracting utility (either Eversource CT or United Illuminating).
28.	I have a pre-existing solar project behind the utility revenue meter where I	Situations of this nature will require a discussion with your interconnecting utility’s LREC/ZREC team. Eversource: <a href="mailto:lrec.zrec@eversource.com">lrec.zrec@eversource.com</a> UI: <a href="mailto:lrec.zrec@uinet.com">lrec.zrec@uinet.com</a>

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	intend to bid/apply for a new LREC/ZREC contract/application. Is this allowed?	
29.	Is a project installed before July 1, 2011 eligible? Does the July 2011 date for new capacity stay the same or move up to a later date in subsequent RFPs?	No, projects installed before July 1, 2011 are not eligible. The July 1, 2011 date remains the same for each procurement round.
30.	One of the qualification requirements is for new capacity to be behind a "customer meter." Would a customer qualify if the customer is located within the Eversource or UI territory within CT, but its corporate ownership is out-of-state?	Yes. The LREC/ZREC project needs to be located behind a revenue meter in the service territory of Eversource or UI and be connected to the electric distribution system. It does not matter where the corporate ownership of the project resides.
31.	Can you have a 1 MW ZREC project AND a 2 MW LREC project behind one revenue meter?	Yes. Each project must have independent "REC Metering" pursuant to Section 5.3.3 of the RFP. Therefore, a 1MW ZREC project and a 2 MW LREC project may be behind one revenue meter but each are separate projects and require separate REC Meters.
32.	If we provide a P.E. Certification of our Average Annual Production and you disagree with the value provided, do we lose our place in line?	If we have questions regarding your application, we will work with you to resolve those questions, with the understanding that we will be watching the process to insure its integrity. Please note that the certification of Average Annual Production applies to Eversource. For UI, the P. E. Certification is of the Capacity Factor.
33.	Does a project need to obtain PURA qualification as a Class I renewable	Projects must obtain Class I qualification prior to payment for RECs in accordance with the Standard Contract. Class I qualification is not necessary prior to bidding in the RFP.

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	resource before submitting a Bid?	
34.	Would it be possible for a metered customer of record to receive the REC value for a project that is 3rd party owned, or would the system owner be required to be the recipient?	Payments are made to the Seller as defined in the Service Agreement and Standard Contract, whether or not the Seller is the owner of the system or real property.
35.	What will the EDC do if there is conflicting price information in the bid form and other documents?	The only valid Bid price is the price entered in the Bid price section of the Bid Form. Bidders may not change or condition this price in any other Bid documents, and doing so is grounds for disqualification of the Bid.
36.	Regarding Section 3.3 of the Application Rules for the Small ZREC Program, is it okay to install a 100 kW system this year and another 100 kW system next year so long as the total behind the meter generation does not exceed the program limit of 1,000 kW?	<p>This section has been modified pursuant to PURA’s ruling on Motion No.3 19-06-36.</p> <p>Per Section 5.3.12 of the RFP, additional capacity may be installed behind any single revenue meter/site address, subject to the overall statutory limits of 2MW for LREC and 1MW for ZREC, as long as any existing contract(s) at that revenue meter/site address are in-service before submitting an additional application/Bid for additional capacity. Further, each LREC/ZREC agreement must have its own separate REC meter.</p> <p>Language from RFP Section 5.3.12: “If there is an existing LREC/ZREC Agreement that was in effect within twelve months prior to the submission of an additional Bid/Application, the additional Bid/Application for a project of the same class of technology by the same project developer at the same project site/billing account/revenue meter will not be allowed under that particular procurement year unless the existing LREC/ZREC project is in-service. Any new LREC/ZREC Agreement executed for a project of the same class of technology at the same project site/billing account/revenue meter where an existing LREC/ZREC project did not ever go in-service must receive a contract price using the lower of the two bid prices for the additional Bid/Application or the project that did not ever go in-service.”</p>
37.	What is the mechanism to deal with bidders who submit bids without	The Companies will rely on the certification of site control in the Bid Certification Form during the Bid review process. If, at a later date, it is found that such a claim was incorrect, the Bid will be disqualified. Also, the Companies reserve the right to take action (legal or otherwise) as



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	having site control at the time of the bid?	necessary and appropriate to preserve the integrity of the LREC/ZREC program and the RFP process.
38.	Are there rate class limitations for project eligibility? For example, is the RFP open to projects behind residential customers’ revenue meters?	Rate class is not part of the LREC/ZREC eligibility criteria. However, all LREC/ZREC projects must be interconnected to an account with a utility revenue meter. Therefore, for Eversource, rates 115, 116, and 117 will not qualify for the LREC/ZREC Program, since there is not a revenue meter associated with these rate classes. For the Small ZREC program, beginning in Year 4, pursuant to Section 2(f) of Public Act No. 15-194, any customer of an electric distribution company that is eligible for the residential solar investment program shall not be eligible for small zero-emission renewable energy credits pursuant to section 16-244s. If a project is or will be located at a residential site, a copy of the “Incentive Application Denied” letter issued by the Connecticut Green Bank stating that the project has been denied from the Connecticut Green Bank’s residential solar investment program is required during the application process.
39.	Is there a minimum project size?	There is no minimum project size for the LREC/ZREC program. However, for ZRECs the RFP only covers projects of over 100 kW. Projects of 100 kW and smaller are procured under the Companies’ Small ZREC Tariffs. For the Small ZREC program, beginning in Year 4, pursuant to Section 2(f) of Public Act No. 15-194, any customer of an electric distribution company that is eligible for the residential solar investment program shall not be eligible for small zero-emission renewable energy credits pursuant to section 16-244s. Projects that qualify for the Connecticut Green Bank’s residential solar investment program must be at a residential location and under 20 kW (DC), among many other requirements.
40.	Are there any restrictions on terminated projects being able to reapply to the program?	Yes. Please refer to the link below which refers to PURA’s Decision on Motion 3 in Docket No. 19-06-36.  <a href="http://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/922e2b40396426388525851800439c7b?OpenDocument">http://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/922e2b40396426388525851800439c7b?OpenDocument</a>
41.	Are there limitations on applying to the program as a “New Construction” project?	Yes. PURA’s 04/28/2021 Decision on the Amended Solicitation Plan in Docket 19-06-36 dictates that up 2 “New Construction” Projects can be bid into the same solicitation on the same or contiguous parcel of land provided that the aggregate bid capacity exceeds 2 MW, the first bid is a 2 MW LREC, and the second bid is entered into the appropriate size category. For full language on all restrictions please visit the link below to view the Amended Solicitation Plan and reference Section 4.8.

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		<a href="https://www.eversource.com/content/docs/default-source/save-money-energy/rec-solicitation-plan.pdf?sfvrsn=992ec062_12">https://www.eversource.com/content/docs/default-source/save-money-energy/rec-solicitation-plan.pdf?sfvrsn=992ec062_12</a>
42.	Are there any segmentation rules in the program?	<p>Yes. Per PURA’s 04/21/2021 Decision in Docket 19-06-36 Section 4.8.1 of the Amended Solicitation Plan States:</p> <p>Any subdivision of parcels must be recorded in the land records of 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 on the land records of the municipality in which such parcel is located, prior to January 1 of the year of the solicitation, only the lowest priced Bids, meeting the above requirements, will be eligible and all other Bids will be disqualified.</p>
43.	How many Small ZREC Applications can be submitted on the same parcel or contiguous parcel of land?	<p>Yes. Per PURA’s 04/21/2021 Decision in Docket 19-06-36 Section 4.8.2 of the Amended Solicitation Plan States:</p> <p>For the Small ZREC program, if multiple applications are received for a parcel of land that was not subdivided before January 1 of the year of the solicitation to which the Applicant 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 first Application submitted will be eligible, and all other applications will be disqualified. At the time of bidding/application, the Bidder/Applicant offering multiple Bids/Applications at a parcel must demonstrate such recording with the municipality to the appropriate EDC.</p>

**Application/Bid Process**

44.	Is a fee required for bid submission?	No – there is no fee required for bid submission.
45.	Do the Bid/Application forms change between procurement rounds?	There will be a new Application/Bid form for each procurement round.
46.	Once a bid/application is submitted, can it be modified?	For Eversource: Bids/Applications may be edited prior to submission, however once a Bid/Application is submitted, you will not be able to edit the Bid/Application. If you wish to make changes or corrections to a submitted Bid/Application, you must delete the Bid/Application and resubmit a new one entirely during the open Bid/Application window. To avoid the inconvenience of having to delete and resubmit a

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		<p>Bid/Application entirely, we encourage you to use the “Review/Print” option in Step 6/6 before submission to confirm that all information is complete and accurate.</p> <p>For UI: If a Bidder desires to change the original submitted Bid, please send an e-mail to <a href="mailto:lrec.zrec@uinet.com">lrec.zrec@uinet.com</a> before the deadline. Please include the phrase “MODIFICATION OF BID” in the subject line and include enough information in the body of the email to make it clear which bid is being modified. UI will confirm any request to modify the Bid via email.</p>
47.	Will there be an off-line or printable version of the Bid Form?	Unfortunately, Eversource does not have a printable version at this time. Due to the interactive nature of the Bid Form, we cannot provide a printable version that includes all bidding possibilities. However, Eversource has developed a list of inputs necessary to complete the Bid Form. This list can be found on the Eversource LREC/ZREC website. UI’s bid form may be printed.
48.	How can I withdraw a submitted bid?	In order to withdraw a submitted bid please send an e-mail to Eversource at <a href="mailto:lrec.zrec@eversource.com">lrec.zrec@eversource.com</a> or to UI at <a href="mailto:lrec.zrec@uinet.com">lrec.zrec@uinet.com</a> as appropriate. Please include the phrase “WITHDRAWAL OF BID” in the subject line and include enough information in the body of the email to clearly indicate which bid is being withdrawn. The Companies will confirm any request to withdraw a Bid via email.
49.	Is there any penalty for withdrawing an application before contract execution?	The Program does not include a penalty payment provision. However, the Companies reserve the right to take action (legal or otherwise) as necessary and appropriate to preserve the integrity of the LREC/ZREC program and the RFP process.
50.	Does the bidder need to submit a filled out version of the cover sheet as part of their bid?	No, the information from the Bid Form will be used by the Company to develop the project-specific contract for those projects that are selected.
51.	I have multiple projects to submit, is there any way to duplicate information from application to application? (Bank info, etc.)	For Eversource, this cannot be done, although information can be copied from field to field within an application by utilizing the “Copy Information From” feature of the online Bid Form. For UI, this cannot be done; the Bid Form is fully reset to blank fields after submission of a bid.
52.	What's the rule on different contractors bidding on the same site, or	For the purpose of responding to this question, it is critical to distinguish between a “site” and a revenue meter, as defined in the response to Question 137.

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	can only 1 bid be submitted per site?	<p>A site may have multiple revenue meters, and in such a case any bids submitted for different revenue meters at the same site will be treated independently in the same manner as bids at different sites.</p> <p>No more than one contract will be awarded behind any one revenue meter during a solicitation, regardless of any other factors including but not limited to technology type, category (i.e. LREC or ZREC), etc. If more than one Bid is submitted for a single customer revenue meter, only the lowest evaluated qualifying Bid will be considered, and all others will be disqualified. For the Small ZREC Program, if more than one Application is submitted for a single customer revenue meter, the first Application submitted, unless withdrawn, will be considered and all others will be disqualified.</p>
53.	Can two Bidders with two different account/usernames submit the same Project Name? If Bidder A submits “Project C” and Bidder B submits “Project C” after Bidder A, would Bidder B’s Bid delete Bidder A’s Bid?	For Eversource’s bid submittal system, each Bidder’s account is unique on its own. If both Bidder A and Bidder B submit bids with the same Project Name, it will have no effect whatsoever. A Bidder can only replace its own Bid. For UI, each bid is unique, and there is no project name, so the question is inapplicable to UI.
54.	Why do you need the Bidder's banking information in the Bid Form? How will this information be used?	If a Bidder is awarded a contract, this information will be used to complete the Cover Sheet to the Standard Contract, and Bidder’s banking information is used for payment to Seller.
55.	Where do I find my customer rate class?	<p>For Eversource, the customer rate class can be found on the bill under the Eversource Delivery Services Detail section of the bill and is labeled as “distribution rate”. For assistance understanding your bill, go to <a href="http://www.eversource.com">www.eversource.com</a> → Residential → My Account → About My Bill → Understanding My Electric Bill.</p> <p>For UI, the customer rate class can be found on the bill under Trans and Dist Rate. For assistance understanding your bill go to: <a href="http://www.uinet.com">www.uinet.com</a> &gt; Customer Care → Home-Residential → Billing → Understanding Your Bill</p>
56.	What is the Eversource “Service	The Service Reference Number only applies to Eversource. In most cases, the Service Reference Number can be found on the bill under the

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	Reference Number”?	“Your Account Summary” section. The Service Reference Number is tied to the location of the customer’s electric service within Eversource’s territory. For assistance understanding your bill, go to <a href="http://www.eversource.com">www.eversource.com</a> →Residential →My Account→About My Bill →Understanding My Electric Bill.
57.	What if the entity who will execute the Standard Contract is different from the RFP respondent? Who would execute the Bid Certification Form?	The Bid Certification Form must be executed and signed by authorized representatives of the Bidder/Applicant, Contract Counterparty/Service Agreement Counterparty, and Owner of the Project Site. For purposes of clarification, even if the Bidder is the same individual/business as the Contract Counterparty and the Owner of the Project Site, all 3 signatures are still required. For more information please refer to the instructions on the Bid Certification Form available on the Companies’ respective websites.
58.	If one entity has multiple facilities, are there any limits on the funding available?	If the multiple facilities are located behind separate revenue meters, then the only explicit limitation of funding is the overall program funding.
59.	If the property on which the LREC/ZREC project is located is going through an ownership transfer and a new customer account will be established during project development, should the bidder list the current customer account number on the bid/application form or a note that the customer account number will change prior to project completion?	The Bidder/Applicant should use the current billing account number.
60.	What if there is no Customer Billing Account Number or Service Reference Number at the time	A Bid may be submitted in response to the RFP if there is currently no customer meter at the site. If the project is at a new site that does not currently have service, but will have electric service in the future (i.e., be located behind a revenue meter), check the New Construction checkbox and the boxes for the Customer Billing Account Number and the Service

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	of the RFP because the project is new construction?	Reference Number will not be required. For UI, these numbers are the UI Account Number and the POD ID. For situations where there is no available street address, you must provide as much information as available (i.e., town, lot number, nearest cross street, etc.). The final address should be provided when it becomes available.
61.	How will the nameplate capacity in the required kW AC measurement be determined?	For projects with an integrated prime mover and/or inverter, that have a nameplate capacity rating in kW AC, the AC capacity rating will be used.
62.	For the online Bid Forms should we submit all numbers/calculations in AC or DC? Are the 1 MW (1,000 kW) and 2 MW (2,000 kW) project size caps for ZRECs and LRECs respectively based on AC or DC?	Always submit numbers in AC. The project size caps are based on AC measurements. Please see the response to Question #56 for information regarding conversion from DC to AC.
63.	When calculating the size limit of a solar project, do you consider the 0.77 derate factor for DC to AC conversion (i.e., 130 kW DC times 0.77 = 100 kW AC)?	The de-rating must be calculated by the applicant, and the installed capacity in kW AC must be entered into the application. See response to Q&A # 56.
64.	§7.1. How will the Maximum Annual Quantity be established?	The Maximum Annual Quantity (“MAQ”) calculation is as follows: Installed Capacity (kW AC) x 8760 hrs x Capacity Factor x 1.05 Utility Adder/1000.
65.	Is it possible to submit a higher AC/DC derating factor if it is certified by a Connecticut Professional Engineer?	Yes. The PE certifies the average annual production value of the project. The DC to AC derating factor (where applicable) is embedded in this average annual production. The PE may use the 0.77 derate factor, or other derate factor as the PE may determine and certifies to be appropriate.

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66.	Does every project need a P.E. statement certifying average annual production?	No. See Section 2.4.2 of the RFP for details regarding which Bids must contain a P.E. certification. Please note that while a P.E. certification may not be required for submitting a bid, it may be required for interconnection or other aspects of developing a project.
67.	Does the P.E. certification of average annual production need to be from an electrical engineer?	We did not define the P.E. certification as limited to electrical engineers. It is the expectation of the Companies that any P.E. providing such certification will have expertise in the relevant renewable energy technology.
68.	If I choose to have a Professional Engineer submit a different Average Annual Production, does it have to be stamped by the P.E.? Will there be a template provided by the Companies for the P.E certification?	The calculation of the average annual production and the Connecticut licensed P.E. certification of this calculation must be stamped by the CT Licensed Professional Engineer and submitted. There is no template.
69.	Is the Bid/Application Certification Form the only place where a land owner’s signature will be required for Bid/Application submission? I ask as to avoid requesting them to sign and send more than once. This would lead me to believe the application will only be data points and not require a land owner’s signature?	The Bid Certification Form must be executed and signed by duly authorized representatives of the Bidder/Applicant, Contract/Service Agreement Counterparty, and the Owner of the Project Site. The signature of the Owner of the Project Site (or an authorized representative of) must be witnessed by a Notary Public and documented as such. For more information please refer to the instructions on the Bid Certification Form available on the Companies’ respective websites.
70.	What does a bidder need to properly attest to site	Site control can be evidenced by an executed site lease (which could be a PPA that contains an express provision for the developer to own and operate the facility at the customers site), title, executed agreement to

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	access? Do we need to submit evidence of site control with our Bid?	purchase the property, an executed option agreement for purchase or site lease of the property or fully binding letter of intent for any of the above executed between the relevant parties and the site owner. For purposes of initial Bid submission, the certification required in Section 4.2 of the RFP is deemed evidence of site control. However, documentation may be required at a later date, and evidence of site control to the Company’s reasonable satisfaction is required as a prerequisite for the purchase of LRECs or ZRECs if Seller is awarded a contract. See Sections 4.1.1 and 4.1.2 of the Standard Contract.
71.	How can a municipal PPA work with the Program? For example, if a municipal has a RFP for solar panels and selects the winning responders before the Program Bid deadline and if the projected is selected under the Program, can the responder sign a letter of intent and own the panels, would this represent site control? What should a municipal do to demonstrate site control – is a letter of intent enough or is something else needed to show that the project will go forward?	Please see the response to Question 65 for details on what documents qualify as evidence of site control. Specifically with respect to this question, a letter of intent to enter a PPA that grants site control is sufficient for bidding purposes.
72.	Is there a requirement for a site assessment or is there a good faith requirement for a feasible site?	There is no formal requirement for a site feasibility assessment as part of the Application process. However, projects should be at a stage of development where site feasibility has been confirmed, otherwise the applicant is at risk of not meeting contractual requirements, which could result in contract termination and loss of Performance Assurance.
73.	How should I flag my new facility if I	Please disclose this information on the Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement.



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	received funding from the Connecticut Green Bank/CEFIA for an earlier facility on the same site?	The Companies will also communicate with the Connecticut Green Bank (and its predecessors CEFIA and the CT Clean Energy Fund) to cross check all Bids/Applications against grants provided by the Connecticut Green Bank. We will contact you if we have any questions as a result of this cross check.
74.	I understand there is a disclosure statement associated with Connecticut Green Bank/CEFIA rebates and/or grants. What about PACE funding?	PACE designation will not disqualify a project.
75.	Please confirm that a scanned PDF of the attachment documents is o.k.	Scanned PDFs of the attachment documents is okay.
76.	If I have an existing solar system that’s 125 kW, but want to replace it with a new 250 kW system, what size do I bid?	Situations of this nature would need to be discussed with the host utility’s LREC/ZREC team. Eversource: <a href="mailto:lrec.zrec@eversource.com">lrec.zrec@eversource.com</a> UI: <a href="mailto:lrec.zrec@uinet.com">lrec.zrec@uinet.com</a>
77.	If a particular project is selected for a ZREC contract, can that same bidder bid for a ZREC award next time if they elect to add in the following year another 100 or 200KW system?  Put another way, can an individual project stage the development of a larger system by doing it in smaller phases over time	Please see the response to Question #36 above.

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	and participate in the ZREC program at each stage of development?	
<b>Small ZREC – Price, Availability Notice, Opening/Closing</b>		
78.	If a Medium ZREC project were to withdraw, will this impact the Small ZREC price?	No, a withdrawal of a Medium ZREC project will not impact the Small ZREC price. The Small ZREC price is set until the new annual funding period.
79.	Is the two week window 14 Business Days or 14 calendar days?	14 calendar days.
80.	Do you expect to give any advanced notices before the small tier opens? If so how much?	The Companies will provide as much advance notice of the opening of the application and enrollment process as is reasonably possible without delaying such opening. Notices will also be sent out to the Companies’ email distribution lists.
81.	Will the Companies close or suspend the Small ZREC application process? Why?	Yes. As is discussed in Section 1.8 of the Application Rules, each Company will suspend the application and enrollment process when it files its annual Procurement Plan for the purchase of ZRECs from medium and large projects. This will be done because the Procurement Plan will include a proposed Small ZREC Tariff Rate for the next funding period, and it is important to avoid the confusion and potential issues that could occur when there are both current and proposed future Small ZREC Tariff rates. All non-selected Applicants will need to apply to the Small ZREC program to be considered for a Small ZREC Service Agreement. There is no preference or advantage offered to non-selected applications from the previous Small ZREC queue.
82.	Which bids are used to select the median price for the small ZREC tariff? The selected and accepted bid for the medium class, selected and standby bids, etc.?	The Small ZREC price will be based on the weighted average price of selected bids for Medium ZREC projects plus 10% subject to the price cap noted in the current year’s Procurement Plan.
83.	What is the estimated date after the 2 week window when the	The Companies will each endeavor to complete the process as expeditiously as possible. However, due to the uncertainty regarding how many applications will be received, we cannot provide an estimate at this time. Please keep in mind that the selection process requires that applications be reviewed for determination of whether or not they

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	projects will be chosen?	meet both the Small ZREC project requirements, and application requirements. This can take time, particularly with a large number of applications.
<b>Performance Assurance</b>		
84.	How is the amount of Performance Assurance calculated?	The Bid/Application will automatically calculate the amount of Performance Assurance. The amount shall be based upon the following formulas: -Small ZREC Projects: Performance Assurance is 5% of the first year’s projected Service Agreement revenues, measured as the Maximum Annual Quantity (MAQ) x the Small ZREC Tariff Rate x 0.05. -Medium ZREC Projects: 10% of the MAQ multiplied by the Purchase Price. -Large ZREC Projects: 20% of the MAQ multiplied by the Purchase Price. -LREC Projects: 20% of the MAQ multiplied by the Purchase Price.
85.	Will performance assurance be required for projects that are currently in operation/in-service?	No, performance assurance is not required for projects that the Companies can verify are online and producing energy.
86.	What is the purpose of requiring Performance Assurances from a Seller? How is it expected that a homeowner would / could comply? Under what circumstances would utility execute on the Performance Assurances.	Performance Assurance is required to ensure contractual performance. The Performance Assurance for Small ZREC projects is significantly lower than the larger tiers of ZREC projects (only 5% of projected year 1 Service Agreement payments). By way of example, the Companies estimate that a typical 10 kW solar PV installation would have a Performance Assurance requirement of approximately \$125. See Article 9.0 of the Terms and Conditions of the Contract/Service Agreement for further details regarding Performance Assurance.
87.	§9.1 requires “Performance Assurances” from Seller. What are the acceptable forms and methods of providing	See the Forms and Methods of Providing Performance Assurance document available on the following websites: Eversource: <a href="http://www.eversource.com">www.eversource.com</a> → Residential → Save Money & Energy → Renewable Energy Credits → Resources & Administration; UI: <a href="http://www.uinet.com">www.uinet.com</a> → About UI → Doing Business with UI → Power Procurement

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	Performance Assurance?	
88.	Please explain the "other" form of Performance Assurance on the Bid Form	Please refer to the Company’s Performance Assurance Documents posted on their websites. For Eversource this document is called <a href="#">“Acceptable Forms and Methods of Providing Performance Assurance”</a> . For UI this document is called “UI Performance Assurance Instructions.”
89.	Have banks generally been willing to issue Letters of Credit or Surety Bonds as Performance Assurance?	Beginning in March, 2016, Letters of Credit and Surety Bonds are no longer acceptable forms of Performance Assurance. Please refer to the Company’s Performance Assurance Documents posted on their websites for instructions on alternate forms of performance Assurance. For Eversource this document is called <a href="#">“Acceptable Forms and Methods of Providing Performance Assurance”</a> . For UI this document is called “UI Performance Assurance Instructions.”
90.	Would it be acceptable to pre-vet the Performance Assurance?	The Companies strongly recommend waiting until a Contract/Service Agreement (“Agreement”) has been awarded to the Seller before securing Performance Assurance, as there is no guarantee that submitting a Bid or Application will result in an Agreement.
91.	If we put in a bid and are chosen, and cannot come up with the Performance Assurance within the time frame given, what would happen?	In this instance the contract/application would be terminated; however the project owner could offer the same project into a future solicitation.
92.	Is the Performance Assurance returned when the facility goes online?	Yes. Section 9.2 of the Terms and Conditions provides the schedule for the return of Performance Assurance.
93.	Is the Performance Assurance held for the entire term?	No. See Section 9.2 of the Terms and Conditions for details.
94.	If you execute a contract and interconnection costs are higher than expected, can we get the Performance Assurance back?	No, the Standard Contract does not require the return of Performance Assurance if costs are higher than anticipated. It is expected that the projects bidding into the LREC/ZREC program will be at a stage of development where costs and risks are either known or capable of reasonable estimation. Winning Bidders that execute a contract do so instead of and in place of other Bidders, and are expected to fulfill all obligations under their contracts.

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95.	What forms of Performance Assurance are accepted by the Companies?	The Companies have posted documents titled “Forms and Methods for Providing Performance Assurance” which can be reviewed on their respective websites: Eversource: <a href="http://www.eversource.com">www.eversource.com</a> → Residential → Save Money & Energy → Renewable Energy Credits UI: <a href="http://www.uinet.com">www.uinet.com</a> → About UI → Doing Business with UI → Power Procurement
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## Technology

	Can a solar project be bid in as an LREC project?	Yes.
96.	What are the capacity factors and what is the source of the capacity factors?	Connecticut uses specific capacity factors from the 2014 Connecticut Integrated Resource Plan (“IRP”) for the applicable project technology are shown in Section 2.4.2.1 of the RFP.  The current default capacity factors are as follows: Solar PV (AC) – Fixed Tilt           16.9% Solar PV (AC) – Single Axis       20.8% Solar PV (AC) – Dual Axis         22.1% Wind                                     20.00% Small Hydro                           48.40% Fuel Cell                               90.00%
97.	In order to determine Installed Capacity, do you use STC or PTC?	The .77 de-rate factor for conversion from DC to AC is consistent with STC.
98.	For ZRECs, do technologies other than solar, hydro, and wind qualify?	Solar, wind, and small hydro are only technologies that the Companies know for certain are eligible, but other technologies that are Connecticut Class I qualified and meet the criteria of a ZREC may also be eligible. In such a case, the bidder would need to submit a bid as an “other” technology choice, and would be required to provide a PE certification of average annual production.
99.	Does a wind project that utilizes exhaust systems from industrial sites qualify?  Will solar thermal projects be accepted in the ZREC program?	If your project is a Class I renewable energy resource that produces zero emissions you may qualify to participate in the ZREC program. However, only the state can qualify a technology other than solar PV, wind or small hydro as a Class I technology that produces zero emissions. Each Company reserve the right to require applicants for “other” technologies to provide additional information to support their ability to qualify as Class I or produce zero emissions, including but not limited to a declaratory ruling from PURA, and also reserve the right to reject applications if the applicant does not provide information that allows the Company to reasonably conclude that the probability of the project receiving all necessary qualifications prior to the Delivery Term Start Date is high enough to justify committing funds to the project.

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100.	What technologies fit the emission standards of the LREC besides fuel cells? How will a bidder for an LREC project verify that it meets the emission standards established in the definition of LREC and what happens if emission standards are not met?	To be eligible for the LREC Program, a project must meet the size and emission limits listed in Conn. Gen. Stat. § 16-244t, as defined in the RFP and in the Standard Contract. Projects with zero emissions meet the emissions limits set in Conn. Gen. Stat. § 16-244t, and as such, may qualify for LREC contracts. The Companies are not aware of any non-zero emission technologies other than fuel cells that meet the LREC emission requirements. However, bidders seeking to offer non-zero emissions technologies other than fuel cells as LREC bids must be prepared to submit evidence, upon the Company’s request, that the project meets, or will meet, the LREC emissions standards. Any LREC project will be subject to ongoing emissions reporting as required by PURA. The Companies are not obligated to purchase RECs that do not meet LREC emission standards under a Standard Contract for the purchase of LRECs.
101.	Would cogeneration qualify under the LREC program?	Cogeneration may qualify if it is a Class I renewable resource that meets the emission requirements for the LREC program.
102.	What if there is a change in Class I renewable resource eligibility?	New technologies qualifying as Connecticut Class I renewable resources, eligibility for LREC and/or ZREC contracts may change. Specifically, if a law is passed prior to a bidding deadline of, any technologies that are newly qualified as a result of the new law, and also meet the criteria for LRECs and/ or ZRECs, as applicable, would qualify for the program; provided however that the effective date of the legislation is prior to the project’s in-service date. In such a case, the bidder would need to submit a bid as an “other” technology choice, and would be required to provide a PE certification of average annual production. The Companies reserve the right to seek additional information from bidder to assess whether or not the new technology meets the LREC and/or ZREC criteria.
103.	Is there a definition for "name plate capacity" for hydro (i.e. if a 90kW turbine is attached to a 100kW generator, what is the name plate of the additional capacity)?	The limiting component will determine the name plate capacity rating. In this example, the name plate capacity rating would be 90kW.
<b>Manufactured, Researched, Developed</b>		
104.	Do the Companies maintain a list of CT	No.

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	based companies that are engaged in manufacturing, researching, or developing eligible technologies to share with bidders?	
105.	Can you refer me to any information that would help us to understand how the companies are interpreting the CT content rule which enables a bidder to receive the CT content benefit when submitting a Small ZREC Application?	The Manufactured, Researched and Developed preference is not applicable to the Small ZREC program, since there is no bidding required for the Small ZREC program.
106.	Please give an example of how the designation of a Connecticut Manufactured, Researched or Developed generation technology affects a bid.	If a bidder submits a bid that meets the qualifications for Connecticut Manufactured, Researched or Developed generation technology, the bid price will be discounted by 10% for evaluation purposes. So for example, if a bidder bids a price of \$100, the Company will evaluate the bid as if it were offered at \$90. If selected, the project would still receive payment based on \$100 per REC.
107.	If a bid is submitted claiming that Generation Technology manufactured, researched or developed in Connecticut is incorporated into the PV system, what happens if PURA does not agree that the particular CT-manufactured	The Companies will rely on the affidavits as evidence for claims that generation technology was Manufactured, Researched or Developed in Connecticut during the Bid review process. If at a later date, prior to contract execution, it is found that such a claim was incorrect, the Bid will be disqualified. If after Standard Contract execution it is found that such a claim was incorrect, the Standard Contract will be subject to termination. The claim for Researched, Manufactured or Developed in Connecticut is a covenant, as discussed in Section 10.3.5 of the Standard Contract. Section 13.1.2 states that it is an Event of Default if any covenant from Article 10 proves to have been misleading or false in any material respect when made. Therefore, it is an Event of Default under the Standard Contract for the Seller to have made a false claim that technology was, or will be, Manufactured, Researched or Developed in Connecticut.

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	<p>technology is considered “Generation Technology”? Is the bid denied? Is the bid accepted without the 10% CT-manufactured reduction?</p>	
<p>108.</p>	<p>The bidder’s affidavit for Connecticut Manufactured, Researched or Developed Generation Technologies requires that the bidder make the following certification: “Bidder hereby certifies that the technology described below will be used in the Bidder’s proposed Project, and that the generation technology or generation technologies so described was, or will be, Manufactured, Researched or Developed in Connecticut and will constitute no less than fifty percent (50%) of the total value of the generation technology to be used by its Project</p>	<p>The designation for Connecticut Manufactured, Researched or Developed Generation Technology is only applicable if 50% or more of the total cost of generation technology used in the project qualifies.</p> <p>For clarity, the following example which was included in the request to PURA states: “As an example, in the instance of a project with component/material costs of \$1,000,000, if \$600,000 of the component cost is technology that is specific to the renewable generation (such as for a solar PV installation, the modules, racking and inverters), and the other \$400,000 of the component cost is not specific to the renewable generation (i.e. wire and components needed to integrate the generation into the electric systems of the host site and the utility), the 50% threshold would only apply to the components that are specifically a part of the renewable generation (i.e. 50% of \$600,000).”</p>



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	to produce electricity.”  Is it 50% of the specific technology value or 50% of the entire total project value of all generation technology? So for instance if the 50% of the inverter is manufactured, researched or developed in CT then this technology would qualify for preference?	
109.	Is there any requirement for “Buy America” modules?	No. However, there will be a 10% reduction in the Bid price for evaluation purposes for those projects that do utilize generation technologies that are Manufactured, Researched or Developed in Connecticut as defined in the RFP.

**Project Selection/Contract Execution, Budget, PURA Approval, Disclosure of Bid/Application Information**

110.	What is the budget spilt between UI and Eversource?	<p>80% of the budget will be allocated to Eversource and 20% of the budget will be allocated to UI. Per PURA’s 4/4/12 decision in Docket 11-12-06, 1/3 of the funding for ZRECs is allocated to the small ZREC tier. In addition, any funds remaining from the medium and large tiers that are not aggregated in order to accommodate the next project in the bid stack will be re- allocated for the selection of small ZREC projects. See the decision for details.</p> <p>The budget dollar allocations are available on an annual basis. The legislation calls for an initial four year procurement program with the potential for two additional procurement years. If after four years, PURA determines that the costs of the ZREC Program have decreased, the Program will be extended for these additional two procurement years.</p> <p>Furthermore, the budget is established in Section 107 of the Energy Act, and therefore will not be modified unless changes are made to the statutory language.</p>
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111.	What will you do with unallocated remaining funds from a previous funding period?	For LRECs and Small ZRECs, the funding will carry forward to the new funding period. For Medium and Large ZRECs, any unallocated remaining funds will be moved to the next Small ZREC tariff program.
112.	Is there any type of allocation of the funding specifically for hydro, wind, or solar? Are there minimum funding amounts reserved for hydro?	No, the solicitation is technology neutral. Lowest qualifying bids will be selected up to the available funding.
113.	Please provide a clarification regarding the annual budget – Is the annual ZREC budget based on a number of RECs at the price cap? Or, as an example, if the price bid is \$200 per REC, would there be more contracts available?	The LREC and ZREC program expenditures are based on a total dollar budget. Lower offer prices will result in the execution of more contracts and the purchase of more RECs.
114.	How will the auction be administered?	A standard RFP with electronic submission of bids will be used for procuring LRECs and ZRECs from Large and Medium projects. The Companies’ tariff program for Small ZREC projects will remain open with the most recent PURA approved Small ZREC prices for Eversource and UI, until the Companies file contracts arising from this RFP for PURA approval. At that time, the Small ZREC tariff program will be temporarily closed until PURA approves the Small ZREC tariff rates for the next funding year.
115.	Is there any reason that the “wait list” does not carry over to future selection periods?	The Companies plan to reset the projects on standby annually to address the following: <ul style="list-style-type: none"> <li>a. Development of renewable projects across the length of the program could be stifled if projects totaling multiple years of funding are submitted during the Bid/Application process;</li> <li>b. Because of the issue discussed in (a) above, Bidders/Applicants proposing under-developed projects may have an incentive to apply and tie up funding that would subsequently not be utilized;</li> </ul>

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		c. *Specific to the Small ZREC Program: Any Applications submitted for one year’s tariff rate may not be valid for the following year’s tariff rate, as pricing will change with each annual funding period.
116.	What are the available delivery term start dates referring to? Are these submission dates for Bids/Applications or dates when approved projects begin generation?	<p>The Delivery Term Start Date is the date upon which the 15 year Delivery Term for RECs commences. Please see Section 2.2 of the Terms &amp; Conditions for the definition of Delivery Term Start Date.</p> <p>The choices for Delivery Term Start Date will be available on the cover page of the Standard Contract, and they will change with every RFP. The Delivery Term Start Date does not have to be selected until the time of contract execution. This is a change from the May 1, 2012 RFP which required that the Delivery Term Start Date be selected at the time of bid submission.</p>
117.	If a bid is submitted early is that bid reviewed right away or is it treated as a “sealed bid” with all bids “opened” at the same time after the deadline? What is the mechanism for this process in an electronic bidding format?	All Bids submitted by the deadline that meet the eligibility requirements will be evaluated at the same time. There is no advantage to early submission in terms of Bid evaluation. However, it would be advantageous to submit Bids early to ensure that any issues that arise with Bidder’s preparation and submission of Bids do not cause the Bidder to miss the deadline.
118.	Are there any other factors besides price that will be used to determine which bidders are awarded contracts?	Projects must meet the eligibility criteria to be awarded a contract. Projects that meet the eligibility criteria will be awarded contracts based on their evaluated price. The evaluated price will be equal to the price that was included in the bid for those projects that do not utilize technologies that are Manufactured, Researched or Developed in Connecticut. There will be a 10% reduction in the bid price for evaluation purposes for those projects that do utilize technologies that are Manufactured, Researched or Developed in Connecticut as defined by PURA.
119.	Are projects that have already been built (v. plan to be built with performance assurance) given priority in any of the class projects?	No. However, selected projects that are already in-service will not be required to post Performance Assurance.
120.	Do Municipal projects have any	No.

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	preference in having their bid selected?	
121.	If not selected in the current round of RFPs, can you retry multiple times in subsequent RFPs?	Yes.
122.	If in the selection process a project is not selected, how is it submitted and evaluated for the following RFP’s?	The project must be resubmitted in accordance with the rules of the applicable RFP.
123.	Can we bid in the medium or large ZREC RFP, and if not selected still apply the same project in the small ZREC project tariff process?	If the project was bid into the RFP as a Medium or Large ZREC project, it could not qualify under the Small ZREC tariff. This is because the categories are defined by the size of the project. However, if the project was not selected in the RFP, and the Bidder decides to reduce the size of the proposed project to 100 kW or less, it may qualify under the Small ZREC Tariff. Per Section 4.7 of the PURA approved Solicitation Plan, the project may not be split into smaller projects to qualify in a smaller size class.
124.	Will the small ZREC program be awarded on a continuous first come first served basis or will there be a deadline for application submission?	Yes, the small ZREC program will be first come, first served based on application submission, subject to the Two-Week Window and other limitations set forth in Section 1.8 of the Application Rules.
125.	Will the Companies consider changes to the Standard Contract proposed by bidders whose proposals are selected?	No. The form of Standard Contract has been approved by PURA, and the Companies will not consider changes. Bidders and Contract Counterparties must certify that they accept the Standard Contract without modification in the Bid Certification Form.
126.	If our bid/application is selected, may we change the accounting information initially	Yes, in this limited and specific instance where only financial account information is being changed.

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	provided during the Bid/Application process when we execute the contract?	
127.	Can you expand on 4.1.7 of the Standard Contract in regards to “Buyer has received Regulatory Approval”? Does this mean that in order for our customer to be eligible for RFP Bidding, our customer must have received all local government permit approval to start construction on the project?	Regulatory Approval is defined in Section 1.56 of the Standard Contract, which states “Regulatory Approval means the approval of this Agreement by the Authority and such approval is final and not subject to appeal.” Regulatory Approval, as well as any permit approvals for the project, are not requirements for bidding.
128.	What is the timeline for the PURA contract approval process? If there is a delay in PURA contract approval, will the 12 month install period be extended?	<p>The Companies do not know what the timeline will be for PURA approval of submitted contracts. On May 20, 2014, The Connecticut Public Utility Regulatory Authority ("PURA") issued a revision to its April 4, 2012 Final Decision in Docket No. 11-12-06, which states, “The Companies are permitted to grant a one-time extension of the contract termination date to suspend the immediate and automatic termination of the Agreement provided for in Section 13.3.3, for a single period of six months (without extending the DTSD) and without any examination of proof of a need or justification for the extension of the contract termination date. The Companies shall not extend any DTSD, but only extend the automatic contract termination date for six months.</p> <p>Projects seeking a six-month extension of the automatic termination date must make the request prior to the contract termination date and supply additional performance assurance in an amount that doubles the project’s original posted performance assurance. The project seeking an extension must notify the appropriate Company, prior to termination of the contract, that the project will not achieve commercial operation within 12 months of its DTSD but expects to do so within the additional six-month period. In other words, a project would effectively have 18 months to be placed in-service before its Agreement would be automatically terminated under section 13.3.3."</p>

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129.	What are the EDC's plans to publicly disclose the bidding and award data?	The Companies plan to release award data in the same timing and format as directed by PURA.
<b>Interconnection</b>		
130.	It states in 4.1.5 of the Standard Contract that that the customer must have an Executed Interconnection Agreement. Is that a bid requirement?	The requirement in Standard Contract Section 4.1.5 is a prerequisite for purchase of RECs under the Standard Contract. It is not a requirement to submit a Bid or have that Bid accepted. Note: For projects that are 10 kW or less, a copy of the Category I Application will be required in lieu of the Interconnection Agreement.
131.	Can the Distributed Generation (DG) rider and Net Metering riders be combined? Where can I find the qualifying criteria for the DG Rider? Does solar qualify?	Yes, so long as the project qualifies for both. For clarity, solar PV is an intermittent resource, and as such does not qualify for the DG rider. For Eversource, the riders can be found by going to <a href="http://www.eversource.com">www.eversource.com</a> →Residential →My Account→About My Bill →Electric Tariffs & Rules. For UI, go to <a href="http://www.uinet.com">www.uinet.com</a> , click on “UI Rates”, then click on “Billing Rates.”
132.	Is there any problem if we connect our system via a line side tap?	An LREC or ZREC project must be located behind a revenue meter. Since a line side tap bypasses the revenue meter, it would not be allowed for interconnection of a project. For clarity, the Companies have interpreted “line side tap” to mean any connection on the line side of the revenue meter, not the customer’s main breaker.
133.	How will a customer be compensated for the energy from their LREC/ZREC project?	Energy transactions are outside the scope of the LREC/ZREC program. However, LREC/ZREC projects may be eligible for the Companies’ net metering programs. For Eversource see Rider N. For UI see UI Rider NEC1. In some cases, other rates may apply instead. For questions on the Companies’ tariffs for the purchase of energy, please contact:  Eversource: James Mierzejewski, <a href="mailto:james.mierzejewski@eversource.com">james.mierzejewski@eversource.com</a> UI: Mark Colca; <a href="mailto:mark.colca@uinet.com">mark.colca@uinet.com</a>
134.	In the Eligibility Requirements, it states that “Projects proposed must seek and gain approval to interconnect to the contracting Company’s	A distributed generation project that is interconnecting to the Electric Distribution System must complete the PURA approved interconnection process and receive an Authorization to Interconnect from the Interconnecting Utility (either Eversource or UI, depending upon the location of the project) prior to being able to generate power and create RECs. The Authorization comes in the form of a letter titled, "Authorization to Interconnect" from the Interconnecting Utility via email.

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	distribution system through the standard Company interconnection process.” What does “approval” mean? Is this receipt of a Feasibility Study? Or is this the “Contingent Approval to Interconnect”	
135.	Do we apply for the Interconnection after we receive a contract?	The interconnection process and LREC/ZREC contract are entirely separate, but an interconnection is a prerequisite for the purchase of RECs under the Standard Contract. A new generation project must go through the standard interconnection process regardless of whether it has an LREC or ZREC contract, and the Companies do not have a different process for LREC/ZREC projects. The Companies encourage project developers to contact the Companies’ interconnection departments to work through the process with a goal of achieving a successful and timely interconnection.
136.	Is there any way to pre-screen a site prior to making an interconnection application (i.e. regarding area networks)?	<p>No. UI and Eversource are available to have limited discussions with regard to a specific interconnection prior to receiving an "Interconnection Application". In order to request Engineering resources for a proper review, a formal application must be submitted. Each application is placed in a "queue". The queue position is used to determine the cost responsibility for any upgrades to accommodate interconnections. Any information provided to the installer/customer prior to the receipt of the interconnection application may change as other interconnection applications and infrastructure changes can precede it.</p> <p>For Eversource:          If a ZREC or LREC applicant contacts Eversource Distributed Resources with a specific location, the Distributed Resources group will let them know if they are on an Area Network. Contact Information:          Phone: 1-866-324-2437          Email:<a href="mailto:distributed_resources@eversource.com">distributed_resources@eversource.com</a></p> <p>For UI: The UI interconnection group would be able to tell if a potential LREC/ZREC site is located in an Area Network. This would be a yes or no answer, with no comment about the difficulty of the interconnection.</p>

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		The address and meter number that the generator would be connected to would need to be provided. Email: <a href="mailto:generator.connection@uinet.com">generator.connection@uinet.com</a>
137.	How are metering and interconnection handled?	The processes for interconnecting and metering LREC and ZREC projects are separate from the RFP. For interconnection and metering questions that do not directly pertain to the RFP, you may contact: Eversource: Interconnection & Metering: <a href="mailto:distributed_resources@eversource.com">distributed_resources@eversource.com</a> UI: Interconnection & Metering: <a href="mailto:generator.connection@uinet.com">generator.connection@uinet.com</a>
138.	How does a Power Purchase Agreement (PPA) fit into the LREC/ZREC Program?	The Companies will only purchase RECs under this program. Any PPA between a generation owner and site owner or customer is outside of the scope of the program, and the Companies will not be a party to such transaction. The Companies do not intend to enter into PPAs to purchase energy from LREC and ZREC projects, but approved tariff rates for both Companies are available and provide for the purchase of excess energy pursuant to the terms and conditions of such tariffs. Please see response to Question 5, above for further details.

## **Rates and Metering**

139.	Do you require a separate net meter and REC meter?	A separate REC meter is required.
140.	Is a REC meter the same thing as the Revenue Grade Monitoring unit i.e. Locus?	No, the REC meter and the Revenue Meter are separate meters. See the metering requirements posted on the Companies’ websites.
141.	Please define a revenue meter.	The revenue meter is the customer billing meter of record that determines the customer’s billed usage. In some cases, multiple non-revenue meters are totalized into a single revenue meter, physical or virtual, under which a customer’s load is aggregated, in the Companies’ sole discretion, in accordance with the Companies’ established electric service policies and procedures. In the case where multiple non-revenue meters are totalized into a single billing meter, the totalized meter is the revenue meter for purposes of the LREC/ZREC program.
142.	Can you please provide contact details of who to contact to advise, order & procure REC meters for LREC/ZREC projects, and to schedule a REC meter review?	For Eversource, LREC/ZREC meter requests for information should be sent to the interconnection project manager assigned to the project during the interconnection review. The project manager should be copied on all communications between any parties.  For UI, there is no need for the project owner to purchase a meter since UI will own, install and read the REC meter. The installation of an appropriate meter will be handled as part of the interconnection process, and need not be requested separately.



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143.	Where do I find the serial number of the Utility Revenue meter?	The serial number is not needed for your Bid. For Eversource the Service Reference Number is needed. The Service Reference Number can be found as discussed in the response to Question 51. For UI the POD number can be found on the customer’s bill.
144.	Why are we not permitted to use the inverter metering equipment to measure REC production?	Both Companies use proprietary automated meter reading equipment that only communicates with specific meters. Also, REC meters must meet the Companies’ revenue quality standards, and the accuracy of 3 <sup>rd</sup> party meters built into inverters may vary.
145.	If you have a property without electric service, can you create a service that has no parasitic load and therefore only flows one way?	As part of Public Act 11-80 signed into law by Gov. Malloy on July 1, 2011, the state of Connecticut directed Eversource and The United Illuminating Company (UI) to launch a 22-year program to promote, fund and expand “behind the meter” renewable generation. “Behind the meter” refers to projects that are located behind the utility’s customer revenue meter. However, there is no restriction on the direction of power flow.
146.	Are the net metering and LREC/ZREC Program dependent upon one another?	No, they are separate programs. See response to Question #129 for additional information on net metering.
147.	If you have panels on a building, will there be an impact on peak demand? Are demand charges impacted by net metering?	For questions on the Companies’ tariffs for the purchase of energy, please contact:  Eversource: Jim Mierzejewski; <a href="mailto:James.Mierzejewski@eversource.com">James.Mierzejewski@eversource.com</a>  UI: Mark Colca; <a href="mailto:mark.colca@uinet.com">mark.colca@uinet.com</a>
148.	Regarding the rate components of a bill, which charges are impacted by net metering (i.e., Distribution and Transmission, but not Demand)?	Bill components that are charged on a per kWh basis are impacted by net metering.
149.	Are you able to impute a formula to determine the impact of net metering?	No, such a formula would be based on a custom assessment of customer load and generator output. The Companies post the rates only. Project owners will need to perform their own assessment of the impact.

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150.	How does virtual net metering relate to the LREC/ZREC Program?	Projects may individually qualify for both the LREC/ZREC program and virtual net metering program, if allowed under CT Statute. However, the programs are entirely separate. The LREC/ZREC program is simply a purchase of RECs and not of energy.
151.	If a customer has more than one meter located on their property, can a bidder apply for LREC/ZREC for each revenue meter on their property?	Yes, a separate bid proposal can be evaluated for each revenue meter located on a property.
152.	Can one site behind one utility meter have two different LREC technology generators totaling 500 KW (100 kw and 400 kw) with one or two REC meters and still qualify?	Yes, you can have more than one generator per site as long as all other requirements are met. For avoidance of doubt, if multiple generators are to be bid at one customer site, they must be aggregated into one bid, and the total installed capacity in the bid is subject to the 2,000 kW limit for LRECs and 1,000 kW for ZRECs.
153.	If a customer has multiple revenue meters at one site, can they submit more than one Bid or do they have to aggregate all generation projects on one site into one application?	No aggregation across multiple revenue meters is allowed. A separate bid is required for each revenue meter.
154.	If multiple revenue meters on site are combined by a totalizing meter, should our application reference the local meter or the totalized meter?	The Bid Form should reference the billing account number and, for Eversource – the service reference number, and for UI – the point of delivery number (POD). Meter numbers are not required on the Bid Form.
155.	What if you have multiple revenue meters and multiple account	A separate project may be offered for each revenue meter, as defined in the response to Question #137, each subject to the 1 MW ZREC and 2 MW LREC size limitations. However, a single LREC or ZREC project may not be split up between multiple revenue meters.

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	<p>numbers? Can projects be offered behind each revenue meter? Can a project be split between multiple revenue meters?</p>	
156.	<p>If there are two projects, with each project behind a separate customer meter, and the two customer meters are totalized, is each project eligible to submit a separate bid?</p>	<p>If the customer meters are totalized, the totalized meter is the revenue meter and the two projects would need to be aggregated into a single project with a single REC Meter if they are either both LREC projects, or both ZREC projects.</p> <p>However, if the two projects are, on the one hand, an LREC project and, on the other hand, a ZREC project, both projects may be located behind the same revenue meter, but each project must have a separate REC Meter and be the subject of a separate Bid/Application and, ultimately, a separate Standard Contract/Service Agreement.</p>
157.	<p>How would the case of an office park with multiple businesses in the same building be handled?</p>	<p>If there are separate revenue meters, as defined in the Response to Question #137, one project can only be associated with one revenue meter. Aggregation of projects with separate revenue meters is not permitted.</p> <p>If there is a desire is to have renewable generation located behind each revenue meter on the site, the generation installed behind each revenue meter will be a separate project, each with its own REC Meter, and each offered separately into the appropriate solicitation.</p> <p>If the meters are totalized into one revenue meter, see the response to Question #152.</p>
158.	<p>With respect to a renewable project with a solar array of 1.5 MW, the account is primary metered with 2 combined meters added together to one bill. How can we bid the project as the requirements are 1 MW per meter?</p>	<p>In this case, the 1 MW project size cap for ZREC projects applies to the revenue meter (as defined in the response to Question #137). The options under this scenario are as follows: 1) bid 1 MW as a Large ZREC Bid, and meter it separately from the additional 500 kW which would not qualify under the program (the 1 MW and 500 kW would need to be electrically isolated from one another until after the REC Meter); 2) reduce the size of the project to 1 MW or less; or 3) bid the project as a 1.5 MW LREC project.</p>
159.	<p>This is a specific eligibility question regarding a non-municipal, multiple</p>	<p>There are a series of Q&amp;As to address metering situations. Question #137 would be a good place to start, but each situation is different so your specific situation would need to be reviewed and a determination made. Just because there are multiple meters does not mean that there</p>

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	<p>building, single parcel with multiple loads served by more than one feed from the utility. With a REC meter at each generator, could we submit two Bids – one for each revenue grade meter? The bill from the utility does not have the actual meter number.</p>	<p>are multiple revenue meters; the meter of record is the revenue meter. With a specific site and configuration, we can give you a determination regarding the revenue meter(s) on site.</p>
160.	<p>If the bidder owns an existing generator without an LREC/ZREC contract at the project site and is adding incremental capacity, will there be two meters and will the REC meter be installed on the new installed capacity?</p>	<p>This program requires a dedicated REC meter on the new generation that is selected through the RFP process. Therefore, the generation from the incremental capacity must be separately metered.</p>
161.	<p>If 5 years from now, the meter where the system is installed goes vacant (if a tenant leaves that space), can the building owner connect the system to a different meter, one that is in use?</p>	<p>The answer may be yes in limited cases where the system is not being moved, and the utility determines that connecting the system to a different revenue meter at the same site will not have an adverse impact on the operation of the distribution system. A new interconnection request, and interconnection agreement, would be required prior to connecting the generation to a different revenue meter. Also, a property line cannot be crossed by the new connection. As is discussed in the responses to Questions #160 and #184, a system may not be moved to a different site.</p>
162.	<p>How will UI’s REC meters interact with GIS?</p>	<p>UI will be responsible to upload REC meter data to the GIS system each Quarter.</p>

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## Contract Administration/NEPOOL GIS

163.	<p>What happens if the size of my project’s “as built” differs from the proposed project that I was awarded a contract for? If the installed system exceeds what was included in the Application, will a P.E. Certification be needed?</p>	<p>Each contract will have a Maximum Annual Quantity. Excess RECs produced above that amount are the property of the project owner and UI and Eversource are not required to purchase these excess RECs. There is no penalty for under-production, but if underproduction occurs as a result of the Facility being built smaller than proposed, the Maximum Annual Quantity is subject to reduction in accordance with Section 3.3.2 of the Standard Contract/Service Agreement. The MAQ can be decreased, but cannot be increased because of budget limits. Please note that the final facility size must remain within the statutory limits, or the contract will be terminated. A P.E. Certification will not be required.</p>
164.	<p>What are the penalties for early termination? Early termination might be if a property was sold and the project had to be dismantled.</p>	<p>There is no early termination penalty if a property is sold, and a project is dismantled as a result, unless the termination occurs prior to the project achieving commercial operation, in which case performance assurance will be forfeited. However, the project and associated Standard Contract may be assigned to the new site owner, or another party, provided that the project remains at the same site. This is addressed in Article 11 of the Standard Contract.</p>
165.	<p>If a Bid is submitted and a capacity is selected near the division between two tiers, what happens if that the final facility size differs from the executed Contract/Service Agreement, which causes the project's final facility size to differ from the executed contract size? For example, if a project enters a RFP with 110kW into the middle tier, the bid is accepted and the final facility</p>	<p>In this example, the project will retain its Medium ZREC status and Bid pricing, it will not be eligible for treatment as a Small ZREC project, including the tariff rate.</p> <p>As a Medium ZREC project, it will be subject to all of the Standard Contract terms and conditions. Section 3.3.2 of the Standard Contract provides for a reduction in the Maximum Annual Quantity if the final Facility size is smaller than the original size of the Facility specified in the Cover Sheet to the Standard Contract, which reflects the initial Bid size.</p> <p>For Small ZREC projects, see Section 3.3 of the Terms and Conditions which states that any increase that results in a Facility size behind the REC Meter that exceeds the maximum limits for a small ZREC project allowable under the Small Class I Zero Emission Project Tariff shall result in immediate and automatic termination of the Agreement.</p>

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	size is only 90 kW. Is the bid still valid but at a lower capacity?	
166.	What if a project performs at a lower level than contracted?	Depending on the reasons for the lower performance, the extent, and the duration, the result may be: (1) none, if underproduction of RECs is due to normal annual variations in energy production from a project that was built as proposed, (2) adjustment of Maximum Annual Quantity if the Facility was built smaller than proposed (see Section 3.3.2 of the Standard Contract), or (3) termination at Buyer’s option if the project fails to deliver any LRECs/ZRECs for 24 consecutive months (see Section 13.2.3 of the Standard Contract).
167.	What happens in regards to the ZREC commitment/ performance assurance if we successfully submit a 250KW PV project, win, and later find that we can effectively install only 150KW (at least during an initial phase)? Could we commission an initial system of 150KW and several months later the remaining 100KW? Would there be a limitation of time regarding the construction of the remaining 100KW? What would be the responsibility of the committed ZREC production differential?	Per Section 3.3 of the Standard Contract the MAQ is adjusted as of the In Service Date. Once this MAQ is adjusted, it cannot be increased. In this example, the MAQ would be adjusted downward to be consistent with the 150 kW system, and the committed dollars for the 100 kW not built as of the In Service Date would be rolled into a later solicitation. The project may not be increased through a subsequent phase under the current Standard Contract.
168.	Will a (non-substantial) change to expected production be	Unless the contract was awarded on the basis of Connecticut Manufactured, Researched, or Developed, changes to equipment that result in non-substantial changes to production, for example using a different make/model of inverters, are permitted. Please see responses

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	permissible if the bidder determines that a different technology is more advantageous: After the contract is awarded? An example would be if the bid was based on a particular module or inverter type and determines a different brand is more advantageous when procuring equipment.	to Questions #160 and #162 for the treatment of changes to capacity ratings and Maximum Annual Quantity attributable to such changes.  However, changes in equipment may be substantive from an interconnection and/or metering perspective, and if an interconnection application has already been made based on the original technology, changes to the interconnection application may be required. Please see response to Question #133 for appropriate contact information for requesting such changes.
169.	What is the latest date acceptable that the project can start construction?	The Standard Contract contains no milestones for the construction of the Facility other than the In-Service Date. The start date for construction is not relevant, provided that all contractual requirements are met.
170.	What happens if my project doesn't go online by the delivery term start date that I chose? Can I modify my choice of a delivery term start date after the contract is executed?	If the project does not commence production of energy within 12 months of the Delivery Term Start Date provided for in the executed Standard Contract, the executed Standard Contract will be terminated. The selected Delivery Term Start Date cannot be modified after the Standard Contract is executed. The 15 year Delivery Term begins on the Delivery Term Start Date regardless of when Commercial Operation is attained. If your project is delayed and there are delays in delivery, the Delivery Term is not extended. However, you may offer the project into a later solicitation when the development of the project has advanced to where the schedule will work. See PURA's decision in Docket No. 11-12-06 for further details.
171.	A project must be online no later than one year from the Delivery Term Start Date. Can you be online sooner?	Yes, however, you will not be compensated under a Service Agreement for RECs produced before the Delivery Term Start Date.
172.	By the Delivery Term Start Date, does the project need to begin delivering RECs to the utility or just be	The project has 12 months from the Delivery Term Start Date to meet all of the requirements of Article 4 of the Standard Contract, including the commencement of energy production, but the Delivery Term of the contract begins on the Delivery Term Start Date. To receive the full 15 years of payments, the requirements of Article 4 must be met by the Delivery Term Start Date. For example if you choose a Delivery Term Start Date of January 1, but do not meet the prerequisites until July 1,

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	online and certified to produce RECs?	your project is accepted but the Delivery Term will not be extended and you would only receive 14 ½ years of payments.
173.	Will the chosen start date impact the term? Will the 15-year payment be reduced?	The 15 year Delivery Term commences on the selected Delivery Term Start Date, irrespective of when the Facility begins producing electricity.
174.	What, if any, penalty will there be for early project termination and thereby an inability to deliver ZRECs for the full contract term. If, for example, a manufacturing facility is shuttered during year 10 of the 15-year ZREC contract, is there any penalty for inability to deliver ZRECs for year 11-15 (in addition to the lost ZREC contracted payments for years 11-15)?	Under Sections 13.2.3 and 13.3 of the Standard Contract, the Company may terminate the Standard Contract if the LRECs or ZRECs are not delivered for a period of 24 consecutive months.
175.	If a project’s Application is accepted and Performance Assurance is provided, then the project pulls out of the program, are there any repercussions?	If the Seller withdraws after executing the Service Agreement and providing Performance Assurance, Performance Assurance will be forfeited. This policy is designed to assure that only viable projects receive funding commitments. Please also see the response to Question #44.
176.	Can you briefly discuss the post award process (how we should notify you, set up the	Please review the bidder conference presentation for information on how to proceed if your bid is selected, and post-execution obligations. In addition, for Eversource, please see the “Certification Statement for REC Delivery Acceptance” and the “CT MRD Affidavit”, which are located at <a href="http://www.eversource.com">www.eversource.com</a> → Residential → Save Money & Energy → Renewable Energy Credits → Resources & Administration for



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	automatic REC transfers, etc.)?)	Eversource. For UI, the REC Delivery Acceptance Document is located on the UI website <a href="http://www.uinet.com">www.uinet.com</a> → About UI → Doing Business with UI → Power Procurement. After reviewing such certification and affidavit, as applicable, the companies will notify Seller if REC delivery may commence.
177.	How is the REC Delivery Acceptance date determined?	The REC Delivery Acceptance date is the later of the following four dates: <ol style="list-style-type: none"> <li>1. Delivery Term Start Date</li> <li>2. In-Service Date</li> <li>3. Date REC Meter Functionality Confirmed</li> <li>4. Date of PURA Class I Qualification</li> </ol>
178.	Section 7.3 of the Standard Contract discusses excess LRECs or ZRECs and states that we can transfer them into the Buyer’s NEPOOL account and apply the production against the Maximum Annual Quantity for the subsequent Contract Year. We want to confirm that there will be no limitations within NEPOOL that would prevent us from holding a balance of RECs long enough to take advantage of the LREC/ZREC banking permitted within the Standard Contract.	To the Companies’ knowledge, there is no current NEPOOL GIS issue, provided that Seller follows all NEPOOL GIS rules, and complies with all terms and conditions of the Standard Contract. We encourage Bidders to become familiar with NEPOOL GIS rules, as we cannot provide advice to Bidders.
179.	How is REC production in excess of the MAQ handled?	The purchase of LRECs and ZRECs is limited to the Maximum Annual Quantity. RECs produced in excess of the MAQ belong to the Seller. There are 3 options for the Seller to receive value for these RECs that the Companies are aware of: <ol style="list-style-type: none"> <li>1) Sell to a third-party through a bilateral contract.</li> </ol>

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		<p>2) Bank excess toward subsequent year’s MAQ (Please see Sections 7.2 and 7.3 of the Terms and Conditions for specifics).</p> <p>3) Sell to the Buyer if Buyer offers to purchase them at the contract price (Please see Sections 7.2 and 7.3 of the Terms and Conditions for specifics).</p>
180.	<p>§7.3 contemplates a Seller invoicing utility for excess ZRECs. What process is contemplated for this? Are there time limitations on when they must be invoiced? It does not seem practical that every homeowner will have to create and process their own invoices whenever there is excess production. Also, to the extent that excess ZRECs are not purchased by utility, may the Seller sell the excess on the open market?</p>	<p>If a Company offers to purchase RECs generated in excess of the MAQ, it will notify the Seller of such offer and Seller may accept or decline. If the Seller declines the offer, or if the Company does not make an offer, any RECs in excess of the MAQ that have been transferred into the Company’s NEPOOL GIS account will be transferred back to Seller’s NEPOOL GIS account, and will be the property of Seller, and may be sold by Seller into the market.</p>
181.	<p>Can we elect to bank our excess RECs?</p>	<p>As we understand your question, you are referring to whether or not you can provide the Companies with more ZRECs than your MAQ in any one contract year. See Section 7.3 of the Small ZREC Terms and Conditions for guidance on the Sale of Excess ZRECs in a subsequent contract year. For example, If a developer with a Maximum Annual Quantity of 50 ZRECs produces 55 ZRECs in Contract Year 1 and such Seller elected and properly notified Buyer of its intent to transfer the excess 5 ZRECs to Buyer for payment in Contract Year 2, Buyer would pay for 50 ZRECs in Contract Year 1, in accordance with the normal invoicing cycle, and pay for the extra 5 ZRECs in Contract Year 2. However, those 5 ZRECs would be applied against Seller’s Maximum Annual Quantity of 50 ZRECs for Contract Year 2, leaving only forty-five (45) additional ZRECs to be purchased by Buyer during Contract Year 2.</p>
182.	<p>As a follow-up, if one did nothing,</p>	<p>No.</p>

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	would their excess RECs be automatically banked?	
183.	Will the offer to purchase excess RECs come by email or U.S. Mail?	We will contact the Contract Contact in your Service Agreement. The method of initial communication is not yet known, and may change over the 15 year term, however if both parties agree to a purchase and sale of excess RECs, such transaction will be confirmed in writing by both parties before becoming binding.
184.	Are partial ZRECs given if a system produces less than a whole-number MWh? For example, if a project produces 15.99 ZRECs, does the 0.99 get lost?	No, the 0.99 does not get lost. This amount will be combined with future production to make a whole REC during the next quarter. NEPOOL GIS rules regarding rounding of fractional MWh will apply. Per NEPOOL GIS Rules: Part 2, Rule 2.1.a.vii.c. <i>“Certificates will be numbered. No Certificate will be issued for a partial MWh. For NEPOOL Generators and DR Resources, 0.5 MWh or more of Energy or conservation in any month will create a Certificate, and less than 0.5 MWh of Energy and conservation in any month will not create a Certificate. Non-NEPOOL Generators, Included Generators, C&amp;LM Resources, BMG Resources and Non-NEPOOL Generator Representatives will report meter data for whole MWhs of generation or conservation (without any rounding) to the GIS Administrator, and they may aggregate multiple months of Energy in order to report meter data for a whole MWh of Energy generation to the GIS Administrator. Non-NEPOOL Generator Representatives must report generation data to the GIS Administrator separately for each state in which the generation occurred.”</i>
185.	<u>§8.6</u> speaks of taxes prior to delivery being the responsibility of the Seller. Which taxes were intended to be referenced by this provision?	The referenced language is general and standard contract language regarding tax obligations, and is not intended to address any particular tax. The Companies suggest that Sellers seek advice from their tax professionals for any tax issues associated with the sale of RECs.
186.	Is the effective date the executed date or the date approved by PURA?	The Effective Date is the date listed on the cover sheet to the Standard Contract. However, the contract is subject to PURA approval after the Effective Date.
187.	My scenario is that a PV facility on a large roof is interconnected and in a 15-year ZREC contract. The PV facility is tied to	There is no standard answer to this question. This scenario would have to be reviewed on a case by case basis.

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	<p>one single meter, a tenant in a large commercial building. If 5-10 years later, that space and meter become vacant for whatever reason (bad business, accident, etc.), is it possible to rewire the electricity from the PV facility to another meter - which becomes the new point of interconnection? What about to multiple meters?</p>	
188.	<p>If a seller moves from one building to another within the same utility territory during the contract period, can that seller take its renewable energy facility and its contract to sell ZRECs with it to the new location?</p>	<p>Contracts cannot be transferred to different sites.</p>
189.	<p>If a building owner is going to tear down a building, and will have it rebuilt in 9 months, can they take the system off and move it to a building on the same property and connect it to a different meter, or do they just take it down, rebuild the</p>	<p>As is discussed in the responses to Questions #160 and #184, a system may not be moved to a different site. In this example, the system owner would lose 9 months of production.</p>

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	building, and put it back up and just lose the 9 months of production.	
190.	Is there a 24-month period when Seller can suspend delivery without penalty?	Seller may only suspend delivery without penalty during a continuing Buyer Event of Default, as provided for in Section 13.3.2 of the Standard Contract. Absent such a current and continuing Buyer Event of Default, per Section 5.1.1 and 5.1.3 of the Standard Contract, Seller is obligated to deliver RECs produced by the Facility up to the Maximum Annual Quantity exclusively to Buyer.
191.	§5.1.3 requires the Seller to "deliver" the ZRECs to Buyer. Is this delivery automatic by NEPOOL, or is some affirmative act required of the Seller? §5.1.4 requires Seller to comply with all NEPOOL GIS Operating Rules.	The Seller is responsible for registering with NEPOOL GIS and establishing a “Forward Certificate Transfer” to deliver RECs to the Company. All NEPOOL GIS activity related to the project is the responsibility of the Seller.  Please see the NEPOOL GIS website for further information: <a href="http://www.nepoolgis.com">www.nepoolgis.com</a>
192.	What is the process of setting up an account with NEPOOL GIS?	Please see response to Question #187.
193.	Can a developer complete the NEPOOL GIS registration?	We believe that a developer can complete the NEPOOL GIS registration; however, Applicants are responsible for knowing and following the NEPOOL GIS Rules.
194.	How will meter data be reported to NEPOOL GIS?	Per both Companies’ meter specifications, the Companies will report meter data collected into the NEPOOL GIS on behalf of the Seller. The Seller will be required to register the project with NEPOOL GIS, be the account owner in NEPOOL GIS and designate the Company as the third party meter reader of record.
195.	Will the output from REC meters be reported automatically to GIS?	UI and Eversource will read the meters and report to NEPOOL GIS.
196.	§5.1.5 requires a Seller to qualify the Facility with PURA	The Seller will be required to qualify the ZREC site with PURA as a RPS Class 1 generator. It will also be the responsibility of the Seller to ensure that the qualification is registered in the NEPOOL GIS system.

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	as RPS Class I Renewable Energy Service. Is there an established procedure for this?	Please see the Connecticut Public Utilities Regulatory Authority’s (PURA) website for further information: <a href="http://www.ct.gov/pura/cwp/view.asp?a=3354&amp;q=415186">http://www.ct.gov/pura/cwp/view.asp?a=3354&amp;q=415186</a>
197.	What if the Commercial Operation Date is the same date as the Delivery Term Start Date, but Class I qualification is not obtained for 2 months? Other utilities allow backdating of RECs.	PURA and the NEPOOL GIS will determine when valid Class I RECs are created. If PURA approves the Facility for Class I REC production on a retroactive basis, and NEPOOL GIS allows the creation of such Class I RECs retroactively, the Company will also accept the RECs provided that all other conditions for the purchase of the RECs under the Standard Contract were met as of the date of initial REC production. When Class I RECs are transferred into the Buyer’s account after the Delivery Term Start Date, and subject to the other prerequisites for transfer, Buyer will purchase the RECs. For avoidance of doubt, the Companies will not purchase Class I RECs from the Facility that were created before the Delivery Term Start Date.

**Payment**

198.	How and when will sellers under LREC and ZREC contracts be paid?	<p>Projects must be awarded a REC Delivery Acceptance Date before payment for RECs can occur. Eversource’s Certification Statement for REC Delivery Acceptance form is available on their website, <a href="http://www.eversource.com">www.eversource.com</a> → Residential → Save Money &amp; Energy → Renewable Energy Credits. UI’s Form is located on their website, <a href="http://www.uinet.com">www.uinet.com</a> → About UI → Doing Business with UI → Power Procurement. Payments under the Standard Contract will be made after delivery of RECs to the Company's NEPOOL GIS account has occurred in accordance with Section 8.1 of the Standard Contract. The payments will be based on the RECs transferred from the Seller to Buyer utilizing NEPOOL GIS in accordance with the NEPOOL GIS quarterly REC creation schedule listed below:</p> <table border="1"> <thead> <tr> <th>Energy Generation Quarter</th> <th>REC Meter Read Upload Deadline (Meter Data Uploaded by the Third Party Meter Reader)</th> <th>RECs Created Date</th> <th>Payment Date (assuming RECs have been transferred to the LREC ZREC account)</th> </tr> </thead> <tbody> <tr> <td>Q1 (J/F/M)</td> <td>July 10</td> <td>July 15</td> <td>By August 31<sup>st</sup></td> </tr> <tr> <td>Q2 (A/M/J)</td> <td>October 10</td> <td>October 15</td> <td>By November 30<sup>th</sup></td> </tr> <tr> <td>Q3 (J/A/S)</td> <td>January 10</td> <td>January 15</td> <td>By February 28<sup>th</sup></td> </tr> <tr> <td>Q4 (O/N/D)</td> <td>April 10</td> <td>April 15</td> <td>By May 31<sup>st</sup></td> </tr> </tbody> </table>	Energy Generation Quarter	REC Meter Read Upload Deadline (Meter Data Uploaded by the Third Party Meter Reader)	RECs Created Date	Payment Date (assuming RECs have been transferred to the LREC ZREC account)	Q1 (J/F/M)	July 10	July 15	By August 31 <sup>st</sup>	Q2 (A/M/J)	October 10	October 15	By November 30 <sup>th</sup>	Q3 (J/A/S)	January 10	January 15	By February 28 <sup>th</sup>	Q4 (O/N/D)	April 10	April 15	By May 31 <sup>st</sup>
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199.	Are payments based on a production estimate, or are the actual MWH's	Payments will be based on the actual delivery of RECs in the Buyer’s NEPOOL GIS account, up to the MAQ. Please see response to Question #194.																				

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	produced and metered?	
200.	Will a customer with an LREC or ZREC project be paid for the RECs even if all of the energy is consumed on site?	Yes. The quantity of RECs purchased under an LREC or ZREC contract is measured at the REC Meter, which is to be installed directly at the AC output of the generator or inverter, prior to the customer usage.
201.	<u>§8.3</u> If ZREC payments are direct deposited into a Seller's bank account, what is the mechanism for a receipt or tracking of payments. Would anything be reflected on the Seller's utility bill? Will a separate payment advice be sent?	Sellers will need to perform their own verification of payments. While this will not be noted in the Seller's utility bill there will be separate documentation provided from the Company to the Seller.
202.	<u>§8.1</u> Can a utility customer have the LREC/ZREC payments credited to seller's utility bill?	No. Payments must be made in accordance with the selected method of payment in the Service Agreement.
203.	Are winning bidders paid their bid prices, or are they paid a single clearing price?	Winning bidders will be offered contracts at their individual bid prices, not a single clearing price.
204.	Will the number of LRECs or ZRECs be measured based on gross production of the renewable generation, or net production after subtracting the customers' usage?	The quantity of RECs to be purchased by the Companies will be based on the gross energy production of the renewable generation, subject to the Maximum Annual Quantity of the contract. This is the primary reason that the Companies' require a dedicated REC meter that measures only the gross energy production of the renewable generation.

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205.	Are payments based on whole ZRECs?	Yes, partial RECs are not created in the GIS system.
<b>Assignments</b>		
206.	Can an entity assign a winning bid to a third party before executing the contract?	The Companies are under no obligation to allow an assignment prior to contract execution.
207.	Could a Bidder assign the contract on the day after signing the contract?	Once the contract is executed, the assignment provisions in the contract would be available to the parties of the contract. See Article 11 of the Terms and Conditions.
208.	Would the original Seller be <i>required</i> to assign to the purchaser of the premises?	The described arrangement is between the Seller and the purchaser of the premises (and not the Company as Buyer under the Service Agreement). The Companies suggest that the referenced parties seek advice from legal counsel.
209.	<u>Article 11</u> speaks of Assignments, but does not seem to cover the sale of the premises with the Facility. This is particularly of concern to a residential Seller, but the same question arises for a commercial Seller as well.	The Service Agreement is a contract between the Seller and the Company regardless of who owns the site, and is purely for the sale of RECs from the project. Unless the Service Agreement is assigned, pursuant to Article 11, Seller will remain as the counterparty to the Service Agreement and obligations and payments will continue in accordance with the Service Agreement.
210.	If the <u>§11.1</u> provisions apply, which would entitle the utility to withhold consent to an assignment if it were concerned about a material adverse effect on the creditworthiness of	The language in Section 11.1 stands on its own. The Companies will not pre-determine how they will address assignment requests because each assignment request will be unique.



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	the purchaser, what would happen?	
211.	Regarding the Standard Contract Section 11.4 Assignment by Buyer, what protection does the Seller have against assignment to an un-creditworthy counterparty?	The language in the Standard Contract stands on its own. In connection with any merger, consolidation or exchange of all of the equity interests involving Eversource or UI, and such transaction is approved by PURA, the contract may be assigned to the new entity.