



Shared Clean Energy Facilities ("SCEF") Program Year 6 Bidder's Conference

JANUARY 29, 2025





Today's Presenters

EVERSOURCE

Aaron Dubauskas Operations Manager, Renewable Programs Julie Castillo

Senior Analyst, Customer Solar Programs

THE UNITED ILLUMINATING COMPANY

Katerina Miller

Principal Analyst, Wholesale Power Contracts John King

Analyst, Wholesale Power Contracts

CT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Claire Sickinger and Linda Brunza Office of Energy Supply

Agenda

.	Webinar Housekeeping
	Objectives
	Background and Overview
	Procurement Process
465	Bid Submission and Agreement Execution
Q	DEEP: Appendix B Requirements and Submission
	Q&A





Webinar Housekeeping

- Please hold questions until the end of the Webinar
- General questions will be added to a Q&A document
- Q&A at the end of presentation (If Time Allows)
 - Lines will be muted until open discussion
 - Use "Raise Hand" function during discussion
 - One speaker at a time
- This webinar is being recorded by the EDCs. If you do not consent to being recorded as a participant in the webinar, please exit the call.
- In the event of any inconsistency between the provisions of the SCEF RFP or any part of this presentation, the provisions of the Tariff Terms Agreement are controlling. Bidders should review the Tariff Terms Agreement and all associated documents thoroughly and submit their Bids based upon the Tariff Agreement, which will solely govern the transactions between any of the parties and their counterparty Company through the term of the resulting Agreement





Goals of the Shared Clean Energy Facilities Program

- Annually and cost effectively allocate up to 50 MW to SCEF from Years 4 to 8.
- Provide savings to specific categories of customers, particularly customers with low to moderate income, low-income services organizations, and customers who reside in environmental justice communities

Key Definitions

Shared Clean Energy Facility

 A Class I renewable energy source that generates electricity participating in the SCEF program

Subscriber Organization

Owners and operators of SCEF facilities

Subscriber

Electric distribution customers participating in the SCEF program

Tariff Terms Agreement

 The Shared Clean Energy Facility ("SCEF") Tariff Terms Agreement for the Subscriber Organization, inclusive of the Shared Clean Energy Facility Tariff, Terms and Conditions and all referenced attachments and appendices





Key Changes

Revised Brownfield Definition

•Parcel Definition "**Parcel**" shall mean the clearly defined property boundaries registered with the local municipality before January 1 of the year of the solicitation.

•Sustainable Energy Advantage, LLC (SEA) serves as the Ombudsperson for the NRES, SCEF, and RRES programs, effective April 1, 2024. I Extension requests should be emailed to ct-extensionrequest@seadvantage.com or submitted through the Extension Request Information Form. I Matters involving program disputes should be emailed to <u>ct-disputeresolution@seadvantage.com</u>.

•Carport Bid Preference changed from 30% to 40%

•Non-refundable \$750 Bid Fee

SCEF Background and Program Requirements





Background



Section 7(a)(1)(c) of <u>Public Act</u> <u>18-50</u> signed on May 24, 2018 resulted in PURA Docket 19-07-01 – Public Acts 22-14 & 23-102 & 24-31 modified SCEF - Now Docket 24-08-04 for Year 6



Eight-year competitive procurement program that will support up to 325 MW of new clean power generation in Connecticut



Subscriber Organizations will receive 20-year tariff term from the EDC in which the SCEF project is located



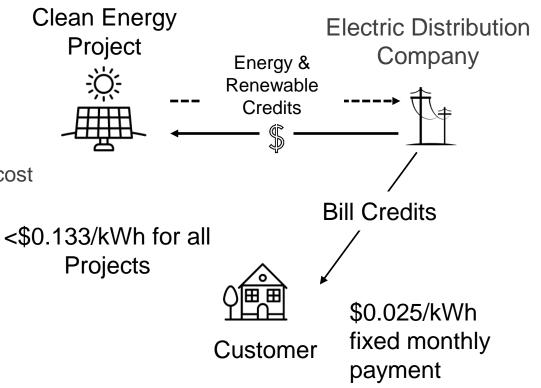
SCEF projects will result in credits that will be applied to the bills of participating electric customers at no cost to those customers





SCEF Program Model

- Clean Energy System Owner
 - Finance and construct project
 - Deliver energy and RECs to EDC
 - Receive direct payment for project production
- Participating Customers
 - Receive clean energy savings as bill credit at no cost
- Electric Distribution Companies
 - Identification and enrollment of customers as subscribers (with partners)
 - Monthly credit allocation to subscribers
 - Quarterly payment to system owner
 - Subscription management





Subscriber Enrollment

Managed solely by Eversource and The United Illuminating Company

Legislation specified customers that could participate

- Low-income Customers and Affordable Housing Facilities
- Moderate-income Customers
- Small Business Customers
- State or Municipal Customers
- Commercial Customers
- Non-Low-to-Moderate Income Customers who:
 - Reside in a rental property or a property where the they do not control the roof, or;
 - Reside in their own property, but cannot install solar

Procurement Process



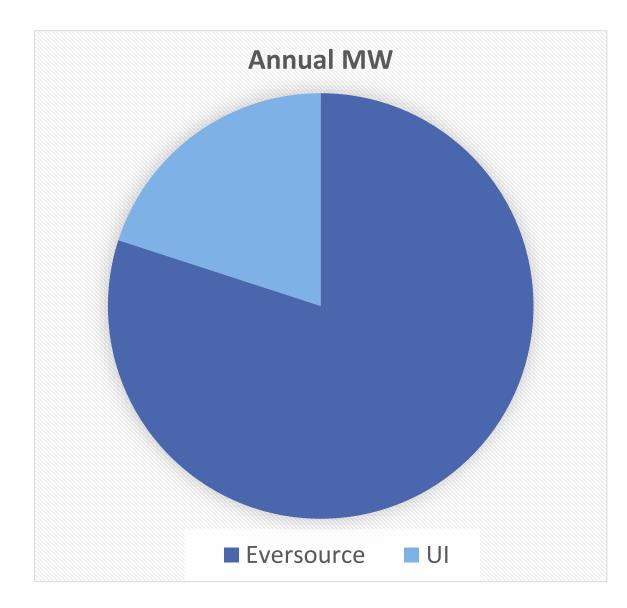
Year 6 RFP Schedule



Action Item	Date
Release of RFP	January 22, 2025
Bidders Conference – Webinar Only	On or about January 29, 2025
Deadline for Submission of Questions	On or about February 5, 2025
Bid Forms Due	March 5, 2025 by 1:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding.
Selection and Notification of Winning Bidders	On or about April 23, 2025
Tariff Terms Agreement Execution	After Selection and Notification of Winning Bidders. Executed Tariff Terms Agreements will be due 10 business days from the date they are sent.
Subsequent Rounds of Selection and Notification of Winning Bidders	Approximately 5 business days after Tariff Terms Agreement Execution date (date on which executed Tariff Terms Agreement is due to the EDC for each round of selection). After each Tariff Terms Agreement Execution Date, each EDC will re-evaluate it's available MWs and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly. This process will continue until the earlier of 1) all available MWs are allocated, or 2) May 1, to allow enough time for the EDCs to submit selected bids by July 1.
Tariff Terms Agreement(s) Filed with PURA for review and approval	Within two weeks following the completion of the annual Procurement process.
Commencement of Service	Within three calendar years from the date of PURA approval of the Tariff Terms Agreement(s)

SCEF Project Solicitation Process

- 25 MW yearly procurements for Years 1-3
- 50 MW yearly procurements for Years 4-8
- Systems from 100 kW to 5 MW are eligible
- Must be an eligible CT Class I renewable energy source that produces electricity
- Selected based on bid prices and other criteria
- Projects have three years for construction
- Once generating, will receive payments for system generation for up to twenty years



Annual MW Allocation

50 MW total split 80% Eversource, 20% UI

Eversource: 40 MW annually

UI: 10 MW annually

At the conclusion of the 8 procurement years: 325 MW total





Project Eligibility

- \checkmark Must be between 100kW and 5 MW in size
- ✓ CT Class I Technology
- ✓ Located in Companies' service territory
- ✓ Must interconnect to applicable Company's distribution system
- ✓ Must be new (construction must commence after the date of the solicitation to which the Bidder is responding)

 Cannot receive or seek to receive any CT ratepayer-funded incentives or subsidies (net metering, VNM, PURPA, LREC/ZREC, <u>Residential</u> or Non-Residential Renewable Energy Solutions <u>Program (RRES or NRES)</u>, CT Green Bank grants/rebates, C&LM program)

- ✓ Final as-built size cannot exceed as-bid nameplate capacity
- ✓ Cannot split projects to qualify
- ✓ One bid per site per technology
- ✓ Aggregate maximum capacity of all Bids on single parcel of land or contiguous parcels under common ownership is limited to 5 MW
- ✓ SCEF and its associated interconnection route cannot be located, in whole or in part, on core forest
- ✓ Appendix B required to be submitted to DEEP by bid deadline





Project Eligibility Continued

- •LREC/ZREC, NRES, or RRES projects of the same technology must be in-service before submitting a SCEF bid at same site
 - 5.2.12 Section of the RFP Bids cannot be submitted in both SCEF and <u>NRES or RRES</u> for the same parcel of land. If an existing SCEF through PA 18-50, PA 19-35 or PA 22-14 or the pilot program, LREC/ZREC, or NRES or SCEF tariff project is present at the Project Site and uses the same technology, the existing project must be inservice before any additional Bids are eligible for selection under this Program. There are two exceptions to this requirement. The first is for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program. The second for projects issued a partial award in a previous SCEF solicitation. In such circumstances, a project will be eligible to submit a project bid up to five (5) MW minus the amount the project was awarded in the previous Tariff Terms Agreement.
 - 5.2.5 Section of the RFP A SCEF may use federal subsidies, incentives, or tax benefits. However, a facility is
 ineligible if it receives, or seeks to receive, any Connecticut ratepayer funded incentives or subsidies,
 including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act
 ("PURPA") tariffs, LREC/ZREC contracts, NRES Tariff Agreements, and any other contract or program of any kind
 in which an EDC purchases the facility's energy, capacity, or renewable attributes, and grants or rebates from
 the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.





Price Cap

- •One Bid Price is required for the twenty-year term
- •Purchase Prices must be on a fixed, dollar per megawatt-hour (\$/MWh) basis <u>for energy and</u> <u>**RECs**</u>, subject to the Procurement Price Cap, over the Tariff term
- •Year 6 price cap is \$133/MWh for all SCEF Projects
 - No longer a separate cap for Solar Carport/Canopy Projects
- •Solar Carport/Canopy Projects can bid above the above price cap up to \$221.67/MWh
 - \$221.67/MWh is the cap with the 40% bid preference applied

Bid Submission and Tariff Terms Agreement Execution

Step 1

How to Submit a Bid in the Year 6 SCEF RFP





Bid Process

- All documents including Appendix B must be submitted to your respective EDC as well as DEEP
- EDC bid portals will not have the capability to accept Appendix B send via email
 - <u>SCEF@Eversource.com</u> for Eversource
 - <u>SCEF@Uinet.com</u> for The United Illuminating





Bid Process

Complete & Submit Bid Form Online

- For Eversource: Click Here to access the online Bid Portal
- For UI: Click Here to access the online Bid Portal
- Certifications, Affidavits and Disclosures
 - Company-specific documents available on the Companies' websites:
 - Eversource

• <u>UI</u>

The Companies online Bidding systems will acknowledge receipt of Bid and provide you with an individual Bid ID





Eversource Bid Form

•Form is filled out <u>online</u>

- New users will need to create an account using the "Sign Up Now" button
- •Contains information needed for:
 - Submission verification
 - Completion of Tariff Terms Agreement
- •Additional form(s) (i.e. Certifications, Affidavits, and/or Disclosures as applicable) will be required to be submitted as part of the bid process

•Double check and triple check to avoid errors which may invalidate the Bid Form





UI Bid Form

- Form is filled out <u>online</u>
- •Contains information needed for:
 - Submission verification
 - Completion of Tariff Terms Agreement
- •Additional form(s) (i.e. Certifications, Affidavits, and/or Disclosures as applicable) will be required to be submitted as part of the bid process
- •Double check and triple check to avoid errors which may invalidate the Bid Form





Development Period Security + Bid Fee

- Due at the time of Bid submission
 - Calculated by the online Bid portals

•\$750 Non-Refundable Bid Fee is required at the time of Bid submission

- Instructions posted on Companies' websites
 - ACH or Wire payments only for both Companies
 - <u>Eversource instructions</u> please email <u>scef@eversource.com</u> for account numbers
 - <u>UI Instructions</u> please email <u>SCEF@uinet.com</u> for account numbers
 - For UI: All DPS submissions to UI must include a W9 Form for the entity posting payment.
- •Calculation: Project Size (in kW AC) * \$25
 - Example: 2,000*\$25=\$50,000.00 + \$750.00=\$50,750.00
- •Returned if your project is not selected

•Sacrificed if selected project does not execute Tariff Terms Agreement





Return of Development Period Security

- The EDC shall return the Development Period Security to the bidder if at least one of the following conditions is met:
- 1. The Selected Project enters commercial operation in a timely fashion and begins producing energy consistent with these Program requirements
- 2. The Project's eligibility under the Tariff is terminated for failure to receive Regulatory Approval satisfactory in substance to the EDC
- 3. The Project's eligibility under the Tariff is terminated due to a force majeure event
- 4. The Bid is not selected under the procurement for which the Bid was submitted.



Bid Attachments: Bid Certification Form

•Mandatory for all Bids

- Eversource: Uploaded during Step 6/6 of the online Bid process
- UI: Uploaded during the final step of the online Bid process
- •4+ Page Bid Certification Form
 - Page 1: Instructions
 - Page 2: Bidder's signature Bidder is the individual or entity submitting the Bid
 - Page 3: Subscriber Organization's signature Subscriber Organization is defined by Section 16-244x of the CT General Statutes as follows:
 - "..any for-profit or not-for-profit entity permitted by Connecticut law that (A) owns or operates one or more shared clean energy facilities for the benefit of the subscribers, or (B) contracts with a third-party entity to build, own or operate one or more shared clean energy facilities"
 - Page 4: Owner of the Project Site's Signature Owner of the project site is defined as the legal owner of the project site (Notarized Affidavit)
 - UI Only W9 Form Filled Out and Signed





Bid Attachments: CT Licensed PE Certification

•Mandatory for all Bids

- Eversource: Uploaded during Step 6/6 of the online Bid process
- UI: Uploaded during the final step of the online Bid process

•Used to determine expected annual production of the Facility





Bid Attachments: Carbon Neutrality Certification

•Mandatory for Carbon-Emitting Technologies

- Mandatory for fuel cells and anaerobic digestion
- Eversource: Uploaded during Step 6/6 of the online Bid process
- UI: Uploaded during the final step of the online Bid process

•PURA's April 13, 2020 Correspondence in Docket 19-07-01 states, "All bids received from Class I renewable energy source that emit carbon must certify that the project is technologically capable of becoming carbon neutral by 2040 and will take all measures to become carbon neutral by 2040 should a statewide 100 percent zero carbon electricity goal be established. See Executive Order No. 3 dated November 3, 2019 signed by Governor Ned Lamont. See also, S.B. 10, Session Year 2020."

•For informational purposes only, Eversource and UI both requires that this Certification of Carbon Neutrality be submitted for projects using Fuel Cell or Anaerobic Digestion technologies, as well as any other Class I renewable energy source that emits carbon





Bid Attachments: W-9 Form (UI Only)

- Due to UI's new payment system, a W-9 Form is now required to submit Development Period Security.
 - A Fillable W-9 Form can be found on UI's Year 6 SCEF RFP Page under Year 6 SCEF RFP Documents
- The entity that submits payment **must** provide this form for UI to confirm receipt of DPS
- Any Questions regarding this document requirement can be sent to <u>SCEF@uinet.com</u>





Selection Process



ONLY Completed Bids received via companies' online bid portals are reviewed for eligibility Eligible bids will be ranked by evaluated bid price subject to the two Bid Preferences

Bid preferences determined solely by DEEP Landfills and Brownfields Solar Canopies or Carports



Contracts will be awarded until MWs are exhausted

If next project in the queue is larger than available capacity, only available capacity will be offered to that project



Eligible bids not selected will be placed on standby

Step 2

How to Proceed if your Bid is Selected



If Selected

- •EDC will email you an executable version of the Tariff Terms Agreement
- Partially Executed Tariff Terms Agreement must be received by EDC by the Effective Date, or project is disqualified and Development Period Security is sacrificed
- •EDC will return a fully executed Tariff Terms Agreement after PURA approval of selected projects

Step 3

Post Execution Obligations: How to get from Tariff Terms Agreement to Commercial Operation





Prerequisites for Purchase

•Section 6 of the Terms and Conditions

- In service no later than three years after PURA approval of Tariff award
 - Extensions may be granted by PURA and/or ombudsperson
- Interconnection agreement required
- Must have dedicated Production Meter
 - Owned by EDC

Step 4

Tariff Administration: The 20-Year Delivery Term





Tariff Administration

• 20-year term

- Payments based on actual system production
- Operating Period Security
 - Due within 30 days of In-Service Date
 - Calculation: ACP*50% of expected production
 - ACP for years 2021 and beyond is \$40/MWh
- Companies will own the Production Meter and will be the Third Party Meter Reader of Record and will upload Production Meter data to NEPOOL GIS
- Purchase obligation begins on the first day of the month following the In-Service Date





Extensions

- SCEF projects can be eligible to extensions to the 3-year deadline
- Must meet one of the following five criteria:
 - the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements;
 - (2) the project developer has worked diligently and in good faith in developing the project since inception;
 - (3) (3) the project is near completion or likely to begin commercial operation within the requested extended deadline;
 - (4) (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or
 - (5) (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline.





Delivery Obligations

- Delivered output will be paid to Subscriber Organization on a quarterly basis
- Delivery Term continues for 20 years from first day of month following In-Service Date
- Upon Delivery, ownership of RECs, energy, and all other Environmental Attributes shall transfer to the EDC





Program Contacts



EVERSOURCE: SCEF@EVERSOURCE.COM

UNITED ILLUMINATING: SCEF@UINET.COM





Key Documents

- Final Decision in Docket No. 24-08-04
- Year 6 RFP
- Appendix B
- Tariff Rider
 - Eversource
 - The United Illuminating
- Subscriber Organization Tariff Terms Agreement
- Subscriber Organization Terms and Conditions

Key Documents – Eversource



Eversource SCEF Website

Summary of Required Bidding Information



SCEF Bid Certification Form

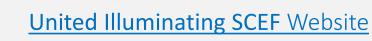


SCEF Carbon Neutrality Form



SCEF CT Licensed Professional Engineer (PE) Certification

Key Documents – UI



UI SCEF Bid Portal Instructions

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SCEF Bid Certification Form



SCEF Carbon Neutrality Form



SCEF CT Licensed Professional (PE) Certification



Fillable W9 Form

BIDDERS CONFERENCE

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SHARED CLEAN ENERGY FACILITY PROGRAM (SCEF) – YEAR 6

Presented by Claire Sickinger and Linda Brunza

Connecticut Department of Energy & Environmental Protection

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Menu

Mode

DISCLAIMER

No verbal representations preempt or otherwise alter what is in Appendix B, as finalized by the Public Utilities Regulatory Authority's Final Decision and ruling on Motion No. 4 in Docket No. 24-08-04.

Throughout the presentation, red text indicates a change for Year 6

DEEP'S APPENDIX B

Purpose:

- •Evaluate siting standards within DEEP's jurisdiction
- •Establish site control
- •Acknowledge other siting and permitting processes
- •Limited information gathering to inform future procurement years
- •Determine bid preference eligibility

YEAR 6 BID PREFERENCES

•Landfills- 20%

•Brownfields- 20%

- (New) 100% of the Generation Footprint must be located on the Brownfield for the project to receive the full bid preference. Otherwise, the bid preference amount received is proportional to how much of the Generation Footprint is on the Brownfield, similar to the hybrid solar canopy approach.
 - For example, if 50% of a Generation Footprint is on a Brownfield, the project is eligible for 50% of the 20% bid preference, ultimately receiving a 10% bid preference. If the project bid in at \$100/MWh, it would be evaluated at \$90/MWh.

•Solar Canopies- 40% (increase from Year 5)

• Bid price may exceed the program price cap as long as the evaluated price is at or below the program price cap (\$133/MWh). In practice, this means solar canopy bid prices may bid up to \$221.67/MWh.

•Hybrid canopy projects

- If only a part of a project site qualifies for the solar canopy bid preference, then the project shall be eligible for a portion of the solar canopy bid preference, based on the weighted percentage of the project's capacity (kW AC) that would otherwise qualify for the solar canopy bid preference.
 - For example, if 50% of a hybrid project's capacity, in kW AC, is located on a canopy, then the hybrid project would be eligible for 50% of the 40% bid preference, ultimately receiving a 20% bid preference. If the project cost \$100/MWh and received a 20% bid preference, it would be evaluated as if it cost \$80/MWh.

APPENDIX B CONTENTS

Instructions

•Freedom of Information Act

•Definitions

- Revised definition of Brownfield
- No new definitions
- •Appendix B Questions
 - Few new/revised questions

•Attachments

• Minimal changes from Year 5

REQUIREMENTS FOR APPENDIX B SUBMISSIONS TO DEEP

- 1. Responses to all questions in sections B1-B6 with all supporting information requested in both the main question and any question subparts. Each question must be answered in its entirety. If supplemental material is required in the form of an appendix, exhibit, table, map, or other documents, Bidders must provide it directly below the question or provide a link directly to that supplemental material. *If any section or question is not applicable, this should be clearly stated with a full explanation as to why that section or question is not applicable. Do not skip any section or question.*
- II. Attachment 1: An affidavit attesting to the Bidder's control of the Project Site by the Bidder
- III. Attachment 2: An affidavit attesting to the Bidder's control of the Project Site by the owner of the Project Site (required only if the Bidder is not the owner of the Project Site)
- IV. Attachment 3: An affidavit attesting the veracity of statements made to DEEP
- V. Attachment 4: A self-certification form for proposed projects that violate the slope requirements, if applicable
- VI. Attachment 5: An Applicant Compliance Information form

Submit to <u>DEEP.EnergyBureau@ct.gov</u> on or before March 5, 2025, at 1pm

Please include "SCEF Appendix B" in the subject line and if you do not receive confirmation of receipt within 2 business days, please reach out again

FREEDOM OF INFORMATION ACT

If a Bidder believes portions of information submitted in response to Appendix B are exempt from FOIA disclosure, the Bidder must submit:

One complete, redacted response to Appendix B for public posting, which must be clearly labeled **PUBLIC**,

AND

One complete, unredacted response to Appendix B for DEEP's internal review, which must be clearly labeled **CONFIDENTIAL**.

The Bidder must also specifically identify which FOIA exemption may be applicable to the specific information claimed confidential.

In addition, Bidders must submit a detailed explanation of why the relevant FOIA exemption is applicable to the specific information requested to be redacted. A unique explanation is required for each question in which a Bidder wishes to redact information; a blanket justification is prohibited. **Failure to provide such explanation will lead to a disqualification of the project for failure to comply with Appendix B.**

REVISED DEFINITION: BROWNFIELD

"Brownfield" means a site that is either: (1) an address that is included on the <u>Connecticut Brownfields</u> <u>Inventory</u> maintained by DEEP and an attestation that such site has not achieved regulatory closure in the form of either a verification report from a licensed environmental professional or from DEEP; or (2) an address with a Phase 2 Environmental Site Assessment from a licensed environmental professional identifying that the site is contaminated with pollutants, unless such pollutants are present solely because soil at such address has been historically intermixed with coal ash, wood ash, coal fragments, coal slag, coal clinkers, asphalt paving fragments, or any combination thereof. For both (1) and (2), the Bidder must demonstrate, to DEEP's sole satisfaction, the site is either abandoned or underutilized because of such contamination.

In Year 6, PURA approved the removal of the previous rule that allowed projects to receive the bid preference as long as 75% of the Generation Footprint was on the Brownfield. PURA approved the requirement that 100% of the Generation Footprint must be located on the Brownfield for the project to receive the full bid preference. Otherwise, the bid preference amount received is proportional to how much of the Generation Footprint is on the Brownfield, similar to the hybrid solar canopy approach.

- **B1**. Project Overview
- **B2.** Financial Experience
- **B3**. Project Site
- **B4.** Project Threshold Requirements
- **B5**. Permit Acquisition
- **B6**. Community Impact and Engagement

B1. Project Overview

- Provide an overview of proposed project (with all required components) new ask for project size in kW DC as well as kW AC
- Identify whether proposal is claiming any bid preferences and provide evidence
- Identify whether the Project Site violates the slope rules and, if so, complete Self-Certification form (Attachment 4)

B2. Financial Experience

• Provide cost estimates for developing and operating the project (with all required components)

B3. Project Site

- Provide a site plan (with all required components)- new ask for a legend on the site plan map and clarification that all components should be included on one single map
- Demonstrate proof of site control by completing Affidavit 1 (Attachment 1) and, as applicable, Affidavit 2 (Attachment 2)
- Attest that the Project Site and interconnection route are or will be acceptable for uses in the appropriate zone(s) switched to attestation, no longer required to provide evidence

B4. Project Threshold Requirements

- For solar projects not located on a sand and gravel pit, attest that no more than 10% of the Project Site is on slopes greater than 15% and that there will not be any grading before/during/after construction to achieve this requirement OR attest that the project obtained coverage under the Construction Stormwater General Permit prior to the release of the applicable SCEF Request for Proposals –revised to allow up to 10% of the Project Site contain slopes greater than 15% and to allow for the Construction Stormwater General Permit
- **Brownfield projects**: attest that Project Site meets the definition and indicate the percentage of the Generation Footprint that is on the Brownfield separate question asking for demonstration that the site is either abandoned or underutilized because of contamination
- Landfill projects: indicate the percentage of the Generation Footprint that is on the Landfill
- Sand and gravel pit projects: indicate how much of Project Site is on the sand and gravel pit and, for solar projects, attest
 that no more than 10% of the Project Site is on slopes greater than 15% and indicate whether there will be any grading OR
 attest that the project obtained coverage under the Construction Stormwater General Permit prior to the release of the
 applicable SCEF Request for Proposals revised to allow up to 10% of the Project Site contain slopes greater than 15% and
 to allow for the Construction Stormwater General Permit
- Prime Farmland projects: attest that the Bidder understands that projects shall be required to follow any rules developed by the Connecticut Department of Agriculture (DOAG) and/or the Connecticut Siting Council (CSC) for clean energy projects sited on Prime Farmland as a condition of receiving payment
- Solar Canopy projects: indicate how much of the Generation Footprint is on the Solar Canopy and whether it is a hybrid project

- **B5**. Permit Acquisition
 - Confirm acknowledgement that the project may require the Bidder to secure permits from multiple entities
 - Identify any claims, litigation, or matters that may affect the feasibility of the project or the ability to obtain or retain permits
 - Confirm familiarity with the Siting Council process and decision timeframe and review of DEEP's Construction Stormwater General Permit
 - Confirm understanding that wetland buffers of 100 feet are preferable
 - For Prime Farmland projects, acknowledge decommissioning bond required by Public Act 23-163
 - Confirm Project Site does not impact Core Forest
 - Indicate the proximity of the Project Site and interconnection route to ridgelines and ridgeline setback areas
 - Complete the Applicant Compliance Information form (Attachment 5)
 - Acknowledge the project may require an herbicide application plan if on Prime Farmland

B6. Community Impact and Engagement

- Provide documentation of community outreach and engagement regarding the Bid conducted to date (**utilize at least 2 of the documentation options listed**)
- If the project is greater than or equal to 2 MW, describe how Bidder will comply with Public Act 21-43
- Describe how the Bidder is addressing and advancing issues of Diversity, Equity, and Inclusion (DEI) with its mission, professional development, staffing, and/or Connecticut based recruiting efforts. If the Bidder has a social impact statement, submit a copy with this Appendix B response



Attachment 1: An affidavit attesting to the Bidder's control of the Project Site by the Bidder (required for all Bidders) – added line for address

Attachment 2: An affidavit attesting to the Bidder's control of the Project Site by the owner of the Project Site (required only if the Bidder is not the owner of the Project Site) – added line for address

Attachment 3: An affidavit attesting the veracity of statements made to DEEP (required for all Bidders)

Attachment 4: A self-certification form for proposed projects that violate the slope requirements, if applicable – added line for address

Attachment 5: An Applicant Compliance Information form (required for all Bidders)

PRIME FARMLAND BID REQUIREMENTS

To reduce administrative burden on Bidders, DOAG and DEEP ask that all materials needed to meet DOAG's requirements are <u>sent to DEEP</u> along with Appendix B submittals by March 5, 2025 at 1pm

- Clean energy projects sited on Prime Farmland are required to follow any rules developed by DOAG and/or CSC as a condition of receiving payment, per PURA's <u>Final Decision</u> in Docket No. 23-08-04
- Appendix B includes a question asking Bidders to state that they understand that they must follow these rules and includes a link to DOAG's <u>webpage</u> with these requirements
- Questions related to Prime Farmland bid requirements can be sent to <u>AGR.Solar@ct.gov</u>

PRIME FARMLAND BID REVIEW

•DEEP will send all Prime Farmland Bid materials to DOAG for their review

•DOAG plans to determine whether a Bidder complied with the Prime Farmland requirements for the purposes of the Year 6 SCEF process during the bid evaluation timeline. A "passing" determination from DOAG indicates DOAG's intent to issue a letter of "no material affect," as part of the CSC process (assuming no material changes to the project are made that impact DOAG's original determination)

•DOAG, consistent with DEEP's process, will notify Eversource and United Illuminating of project status (passed or disqualified) on or before April 23, 2025 and send a procurement narrative to the EDCs to be filed with PURA with their motion for approval of selected projects



Bidders should take the necessary steps to ensure that their Appendix B Submittal includes all requested documents and information.

Following PURA's direction, DEEP may only allow the late submission of documents explicitly required by Appendix B if such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. Otherwise, DEEP may seek clarifying or additional information from Bidders regarding their Appendix B Submittal at any point in the bid evaluation period.

Submit Appendix B responses AND Prime Farmland required documents (if applicable) to <u>DEEP.EnergyBureau@ct.gov</u> on or before March 5, 2025, at 1pm (please include "SCEF Appendix B" in the subject line and if you do not receive confirmation of receipt within 2 business days, please reach out again).

APPENDIX

Links:

DEEP SCEF webpage

Prime Farmland Requirements

Contact:

<u>DEEP.EnergyBureau@ct.gov</u> (please include "SCEF" in the subject line and resend your email if you do not receive confirmation of receipt within 2 business days)

<u>AGR.Solar@ct.gov</u> for questions related to prime farmland requirements

QUESTIONS AND ANSWERS

