



Joint Committee of the CT EE Board & CGB Board of Directors

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**Meeting Date**

**September 21, 2022**



JOINT CGB/EEB COMMITTEE MEMBERS

**Brenda Watson**

Chair  
Executive Director  
Operation Fuel  
(Green Bank Designee)

**Victoria Hackett**

Vice Chair  
CT Department of Energy and  
Environmental Protection (DEEP)  
(Ex Officio)

**John Harrity**

Chair  
CT Roundtable on Climate and Jobs  
(Green Bank Designee)

**John Viglione**

Office of Consumer Counsel  
(EEB Designee)

**TBD**



## **AGENDA**

### **Joint Committee of the CT Energy Efficiency Board and the Connecticut Green Bank Board of Directors**

#### **Online**

September 21, 2022  
1:30 pm – 3:00 pm

1. Call to Order
2. Public Comments (5 min)
3. Review and Approval of Minutes for June 29, 2022 (5 min)
4. Opportunities and Challenges (30 min)
  - a. Healthy Housing
5. 2022 Conservation & Load Management Plan Update (15 min)
6. Other Business (30 min)
  - a. Brief Update: C&I - Government
  - b. Brief Update: C&I – Small and Medium/Large Business
  - c. Brief Update: Residential – Single Family and Multi-Family
  - d. UPDATE: Shared Clean Energy Facilities – Potential Opportunity for Additional Energy Efficiency
  - e. Other Business
7. Adjourn

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## RESOLUTIONS

### Joint Committee of the CT Energy Efficiency Board and the Connecticut Green Bank Board of Directors

#### Online

September 21, 2022  
1:30 pm – 3:00 pm

1. Call to Order
2. Public Comments (5 min)
3. Review and Approval of Minutes for June 29, 2022 (5 min)

#### **Resolution #1**

Motion to approve the meeting minutes of the Joint Committee for June 29, 2022

4. Opportunities and Challenges (30 min)
  - a. Healthy Housing
5. 2022 Conservation & Load Management Plan Update (15 min)
6. Other Business (30 min)
  - a. Brief Update: C&I - Government
  - b. Brief Update: C&I – Small and Medium/Large Business
  - c. Brief Update: Residential – Single Family and Multi-Family
  - d. UPDATE: Shared Clean Energy Facilities – Potential Opportunity for Additional Energy Efficiency
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# Joint Committee

Connecticut Energy Efficiency Board and the  
Connecticut Green Bank Board of Directors

Online

September 21, 2022



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# Agenda Item #1

## Call to Order



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# Agenda Item #2

## Public Comments



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# Agenda Item #3

## Approval of Meeting Minutes for June 29, 2022



# Meeting Minutes

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## **Resolution #1**

Motion to approve the meeting minutes of the Joint Committee for June 29, 2022



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# Agenda Item #4

## Opportunities and Challenges

### Healthy Housing

# “Healthy Housing”

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# “Healthy Housing” C&LM Programs

## HES-Income Eligible

### • Services

- Eligible every 36 months
- Income at or below 60% SMI
- Landlord permission required
- No co-payment
- Blower door guided air sealing
- Duct sealing
- LED (replacing incandescent) available through 2022
- Hot water measures: aerators, showerheads, and pipe insulation

### • Rebates/Incentives

- Appliances
- Water heater
- HVAC
- Window
- Insulation

## 2023 Proposed Prescriptive Residential HP Incentives

Equipment	Equipment Discount	Fuel Optimization Rebates
Air Source Heat Pumps (including Air to Water)	\$250 per ton	\$1,000 per ton
Variable Refrigerant Flow (VRF)	\$250 per ton	\$1,500 per ton
Ground Source Heat Pumps	-	\$2,000 per ton
Heat Pump Water Heater (HPWH)	\$750/\$1,400	-

HP incentives up to \$15,000 (ASHP, VRF, GSHP) - not to exceed 100% of install cost.

# “Healthy Housing”

## Various Incentive Programs

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- **Residential Renewable Energy Solutions (RRES)** – reaching conclusion of PURA process to define “affordable housing,” including property eligibility, market potential, and tenant share of tariff (i.e., \$0.319/kWh)
- **Shared Clean Energy Facilities (SCEF)** – if not RRES, then Subscriber Savings opportunity (i.e., wins lottery to participate) of \$0.025/kWh for 20 years...with TBD on whether PURA will allow assignability to support EE measures onsite
- **Energy Storage Solutions (ESS)** – \$300 (underserved communities) or \$400 (low income) per kWh up to maximum of \$7,500 for upfront incentive, and \$25 (winter) and \$200 (summer) per kW for years 1 through 5, and \$15 (winter) and \$115 (summer) per kW for years 6 through 10 for ongoing performance incentive

# Inflation Reduction Act

## Energy Efficiency Opportunities

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- **Investment Tax Credit for Clean Energy Property (Section 25C)** – extended at 30% through 2032 with annual cap of \$1,200, except for heat pumps at \$2,000 in aggregate
- **Home Owner Managing Energy Savings Program (HOMES)**– \$4.3 billion to State Energy Offices for variety of home energy upgrades, including multiunit dwellings:
  - Energy savings of at least 20% and up to 35%, \$2,000 per unit and maximum of \$200,000 per building
  - Energy savings greater than 35%, \$4,000 per unit and maximum of \$400,000 per building
- **High Efficiency Electric Home Rebate Program** – \$4.275 billion to State Energy Offices, and \$224 to Indian Tribes, to establish rebate programs for home electrification, including heat pump water heaters (\$1,750), heat pump for HVAC (\$8,000), insulation (\$1,600), wiring (\$2,500), and more...
- ...and more...

# Inflation Reduction Act

## Renewable Energy Opportunities

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- **Investment Tax Credit for Solar and/or Storage (Section 25D)** – for solar PV, raised from 26% to 30% through 2032, and includes adders for up to maximum of 50%, including:
  - Low Income Property – additional 10%
  - Energy Community (e.g., site of former coal-fired power plant) – additional 10%
  - Domestic Content – additional 10%
- ...and more...



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# Agenda Item #5

## 2022 Conservation & Load Management Plan Update



# Energy Efficiency Board Updates

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- New Vice Chair to be voted on at October Board Meeting
- Two vacancies available on the Board
  - Residential representative (announcement expected at October Board Meeting)
  - Environmental representative (DEEP to open application process soon)
- Technical Consultant and Evaluation Administrators RFP Awarded
  - EFG and SERA will continue as the EEBs consultants

# 2022-2024 Plan Priorities

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## ■ Energy Affordability

- Reducing the energy burden on customers and promoting economic development through lower energy bills, enhanced energy security, and increased reliability

## ■ Decarbonization

- Supporting high efficiency, low-carbon technologies to reduce greenhouse gas emissions from the building sector to meet legislative/regulatory emission and climate change goals

## ■ Equity

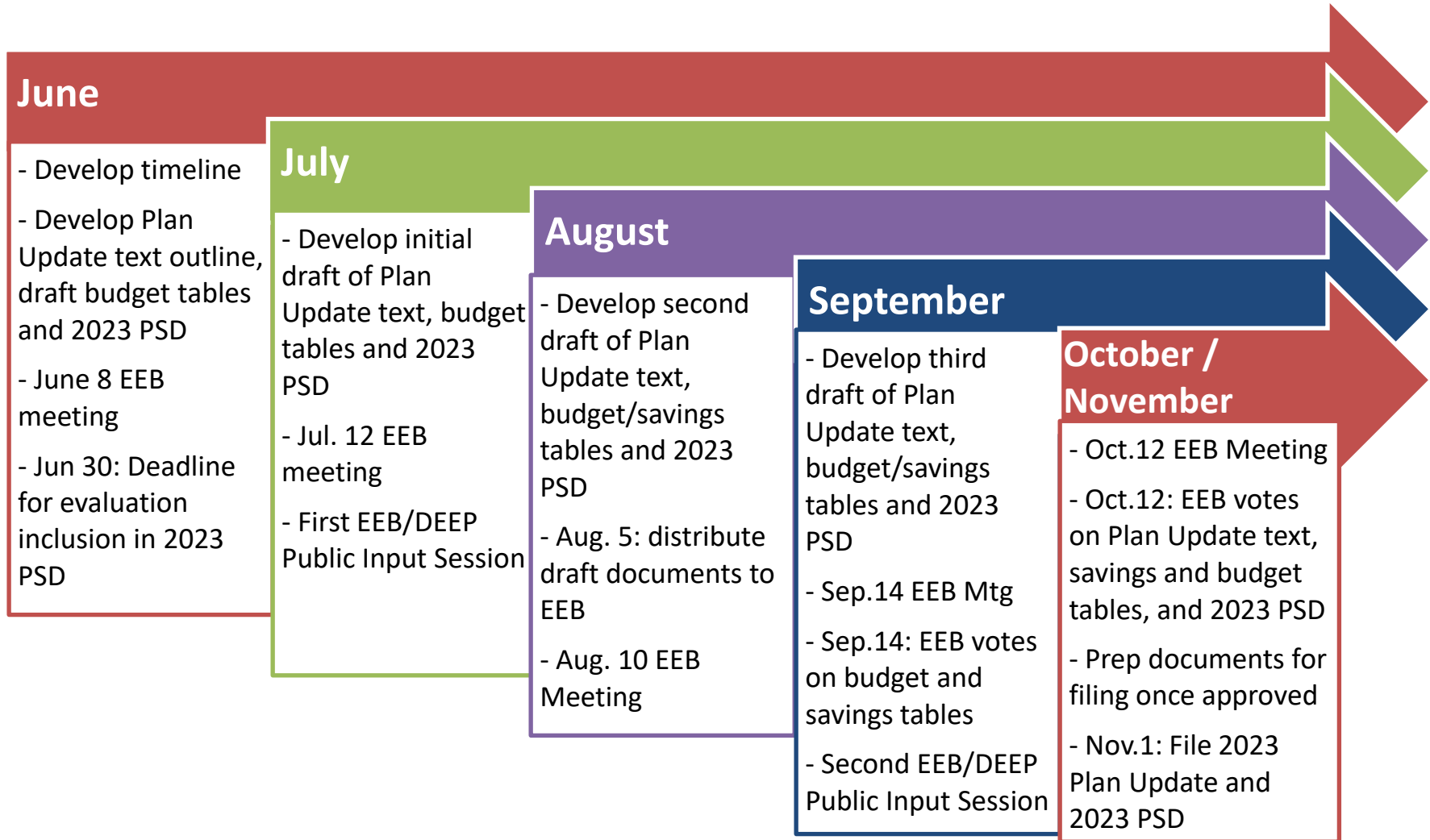
- Equitable distribution of benefits of energy efficiency and active demand response programs across state, communities, market segments, and customer types

# 2023 C&LM Plan Update to the 2022-2024 C&LM Plan

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- Alignment with Final DEEP Decision re: 2022-2024 Plan and Conditional Items
- Residential Portfolio
- Commercial & Industrial Portfolio
- Education, Workforce & Community Outreach Portfolio
- Active Demand Response Programs
- 2023, 2024, and 2025 Budgets / Savings Tables
- Screening Models
- Evaluation Efforts
- 2023 Program Savings Document (PSD) Manual

# 2023 C&LM Plan Update to the 2022-2024 C&LM Plan



# Areas for C&LM Plan and CT Green Bank Coordination

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- Joint evaluation of financing activities?
  - Is financing serving the needs of CT customers?
    - Evaluation of financing impacts on programs
  - With electrification, are the funding levels sufficient?
  - Coordination with IRA funding opportunities



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**Agenda Item #6a**  
Other Business  
Brief Update: C&I – Government



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## Agenda Item #6b

Other Business

Brief Update: C&I – Small and Medium/Large  
Business



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## Agenda Item #6c

Other Business

Brief Update: Residential – Single Family and  
Multifamily





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## Agenda Item #6d

Other Business

Update: Shared Clean Energy Facilities – Potential  
Opportunity for Additional Energy Efficiency

# Shared Clean Energy Facilities Green Bank Proposal Update

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- **Joint Committee Discussion** – discussed on June 29, 2022 proposal to assign future Subscriber Savings to use proceeds to do more energy efficiency today...submit to PURA
- **PURA Filing** – Green Bank filed comments into Docket No. 22-08-04, including proposed modifications to program requirements to enable proposal, and Joint Committee summary memo (including recommendation for public comment)
- **PURA Time Schedule** – [written comments](#) due on September 30, 2022 and Technical Meeting on October 12, 2022



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# Agenda Item #6e

## Other Business



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**Agenda Item #7**  
Adjourn



## Draft MINUTES

### Joint Committee of the CT Energy Efficiency Board and the Connecticut Green Bank Board of Directors

Wednesday, June 29, 2022  
1:30 - 3:00 p.m.

Due to COVID-19, all participants joined via the conference call.

#### In Attendance

Voting Members: Lonnie Reed, John Viglione, Brenda Watson

Non-Voting Members: Stephen Bruno, Ron Araujo, Joel Kopylec, and Bryan Garcia,

Members Absent: Victoria Hackett (DEEP), John Harrity, Claire Sickinger, Donna Wells; Bert Hunter (Non-Voting)

Others: Giulia Bambara, Hammad Chaudry, Leticia Colon de Mejias, Julie Datre, Kate Donatelli, Richard Faesy, Brian Farnen, Melanie Franco, Isabelle Hazelwood, Ricky Jordan, Anne-Marie Knight, George Lawrence, Cheryl Lumpkin, Ralph M, Tiffany Murphy, Madeline Priest, Larry Rush, Ariel Schneider, Stacy Sherwood, Mike Weissmann, and Devan Willemssen

Unnamed Callers: 02, 04

#### 1. Call to Order

- Brenda Watson called the meeting to order at 1:34 pm.

#### 2. Public Comments

- At the end of the meeting, Leticia Colon de Mejias asked about the Green Bank's mission or efforts to ensure reliability in energy efficiency programs which employ people of color are stabilized and continue to run without stop-starts, as was indicated in Ned Lamont's energy transition including the two points of consensus: 1) to stop diverting funds and to expand programs, and 2) to return the \$176 million in diverted resources. She asked if the Green Bank's mission or vision could include a program to ensure that working families are not turned away from energy saving services.
  - Bryan Garcia responded that the Green Bank focuses on public policy to "foster the sustained orderly development of local..." He sympathized about the difficult stop-start nature of some programs, including HES and HES-IE, and said he is happy to discuss it more offline. He noted that the Green Bank and EDCs should try to design programs with a sustained orderly development mindset and is happy to provide advice on how to do so. Leticia Colon de Mejias commented that the Joint Committee would consider the impact on the market rate on residential ratepayers through taxes on their energy bills and hopes that the

issues facing the EEB Residential Committee could be brought to the Joint Committee and hopes to get a more thorough response before the budget runs out.

3. Review and approval of Meeting Minutes from the March 23, 2022 meeting.

### **Resolution #1**

Motion to approve the meeting minutes for March 23, 2022.

**Upon a motion made by Brenda Watson and seconded by John Viglione, the Joint Committee voted to approve Resolution 1. None opposed or abstained. Motion approved unanimously.**

4. Energy Jobs Report – Report Out and Next Steps

- Bryan Garcia summarized some key highlights and comparisons from the US and CT Energy Jobs Reports. He noted that he will include versions of the report in the materials following the meeting.
  - Brenda Watson commented that she thinks the Unions are one of the pathways that could promote more diversity within the workforce.

5. Opportunities and Challenges

- a. Shared Clean Energy Facilities – Potential Opportunity for Additional Energy Efficiency
- Bryan Garcia provided some background information about Connecticut’s SCEF policy and other public policies regarding energy, affordable housing, and vulnerable communities.
  - Isabelle Hazelwood from Eversource summarized the SCEF Program Model, which is similar to Community Solar and is structured around the energy company to manage. Each customer in the program will receive a bill credit based on their average monthly electricity consumption for up to 20 years. She reviewed the customer enrollment requirements and process and eligibility and subscription allocation.
    - Bryan Garcia noted that PURA requested that the Green Bank, in collaboration with the EDCs and others, redline the program manual.
  - Isabelle Hazelwood noted the enrollment process is still being finalized and so some documents are being submitted to PURA for approval in order to determine how to incorporate grid-tied energy systems and reduce customer’s energy burden further. Bryan Garcia elaborated more on the SCEF Subscriber Savings Value theoretical calculation of how to increase the savings. He summarized a concept to raise capital for upfront incentives especially for weatherization and vulnerable communities and some examples or further improvements that a customer could use those savings for.
  - Bryan Garcia reviewed some ideas for consideration and the group discussed potential ideas.
    - Brenda Watson asked how the program would affect renter versus tenant relationship and how to overcome that barrier. Bryan Garcia responded in the case of SCEF, it is a lottery system and then noted a couple possible solutions and alternatives. Isabelle Hazelwood also commented about how the SCEF

credit could be considered and applied. Bryan Garcia commented that these ideas could be communicated to PURA as well.

- Brenda Watson asked for more information about the potential of increased demand for energy efficiency programs putting strain on the C&LM budget. Ron Araujo commented that it may also depend on how many customers would come through for the upgrades but given what he's seen for the level of participation for other programs, he doesn't see that part as an issue. However, he does have concerns for the challenges for serving rental properties properly. Brenda Watson commented that it may be worth it to actually poll the customers to get their direct feedback and data.
- Brenda Watson asked how the SCEF benefit will appear on the bills for clarity. Isabelle Hazelwood responded yes, there will be a written explanation about the credit on customer bills.
- Stephen Bruno asked if there are other measures that may need to be considered. Bryan Garcia responded that to the extent that the broader policy objective to benefit a given participant, the Green Bank would look to the C&LM, EDCs, and DEEP to design options for customers that made sense to achieve the policy objectives.
- Stephen Bruno asked about how SCEF proceeds would be directed, and Bryan Garcia responded that the economic benefits could not be directed to other options, since the customer has expressed their desire to be awarded those benefits.
- Lonnie Reed commented that she thinks the program needs a Community Outreach element with friendly ambassadors to thoroughly explain the program to customers.
- Brenda Watson asked if arrearages could be included as a benefit to customers to lower their energy bill directly. Bryan Garcia responded there is a possibility, but the details would have to be worked out by DEEP, EDCs, and others in order to best meet policy objectives.
- Bryan Garcia, Stephen Bruno, and John Viglione discussed the possibility of applying the subscriber benefits to another program, such as the Heat Loan, for example.
- Bryan Garcia commented that he could set something up to take the feedback and doing a Joint Committee memo that would be submitted to PURA as part of the docket, since the manual would be redlined anyway, but to communicate the things PURA should consider side from the technical details.
- Brenda Watson asked what else from members here would be helpful to include, and Bryan Garcia responded that the discussion today was itself very helpful, but a forum to work out other details would be as well. The group discussed other ideas and requirements prior to submitting to PURA, including involving the voices of the recently assembled Connecticut Equity and Environmental Justice Advisory Council.

## 6. Plans for the 2022 Legislative Session

- Brian Farnen gave an update to the 2022 Legislative Session, summarizing several items related to C-PACE, the Clean Energy Tariffs, the Zero-Carbon Electric Sector, the Hydrogen Task Force, EDC Storage and Reliability, and the CT Clean Air Act. Bryan Garcia elaborated on the Hydrogen Task Force which is launching on July 12, 2022 as well as the CT Clean Air Act especially in relation to electric school buses, since a portion of RGGI proceeds to the Green Bank will be directed to support electric school buses in environmental justice communities.

## 7. Plan Coordination

### a. Input to FY 2023 Connecticut Green Bank Comprehensive Plan

- Bryan Garcia summarized the Green Bank's recently progress, which includes the Board of Directors recently approving the Green Bank budget for FY 2023. He reviewed some of the targets for Incentive Programs, Financial Programs, and Investments. He reviewed the progress to incorporating the Environmental Infrastructure mission expansion. He noted in July there will a draft Comprehensive Plan presented to the Green Bank Board.

### b. Input to 2022-2024 Conservation and Load Management Plan

- Stacy Sherwood from the Energy Futures Group introduced herself and summarized the Energy Efficiency Board updates, which includes a vacant Board position, onboarding of two new members, and the start of the Diversity Equity and Inclusion Consultant which began in June. She reviewed the 2022-2024 Plan priorities and goals, and the review and approval progress, including that the Plan was approved by DEEP on June 1, 2022. She reviewed the 2022-2024 Plan timeline and coordination efforts with the Green Bank.
  - Stacy Sherwood asked for feedback as to how to continue to improve the ways in which the EDCs can coordinate with the Green Bank and ideas for financing opportunities which could be explored. Bryan Garcia responded that some policies and programs are administered or co-administered by the EDCs and the Green Bank has been the lead advocate to require energy efficiency within the programs. He summarized some of the other efforts made and noted the Green Bank's goal in those coordinating efforts. Stacy Sherwood noted they could also evaluate how research opportunities are helping reach C&LM goals, especially financing programs for small business.

## 8. Other Business

- Madeline Priest summarized the upcoming Smart-E Loan Special Offer for the summer, launching July 1, 2022.
  - Ron Araujo asked about other technologies and if those would be covered by the Smart-E Loan. Madeline Priest answered yes, they are though they are currently not very popular.
- Stephen Bruno noted the Green Bank and Amalgamated Bank loan for SBEA has been extended to the end of 2024 and they are examining EV Charging Stations and battery storage financing to be included as a request to DEEP.
- Brenda Watson summarized Bridgeport's Phoenix Rising program being recently accepted into the Communities LEAP program to develop locally based solutions to drive down energy burden and make the community greener.

## 9. Adjourn

**Upon a motion made by Brenda Watson, the Joint Committee Meeting adjourned at 3:13 pm.**

Respectfully submitted,



DRAFT

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August 1, 2022

Via Electronic Filing

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

**Re: Docket No.: 22-08-04 – Annual Shared Clean Energy Facility Program Review – Year 4 – Proposed Modified Program Rules**

Dear Mr. Gaudiosi:

Connecticut Green Bank (“Green Bank”) hereby respectfully submits the attached in the above-captioned docket. This correspondence relates to that certain direction from the Public Utilities Regulatory Authority (“PURA”) Final Decision in Docket No. 19-07-01RE01, dated September 15, 2021, which stated:

*While PURA is not authorizing implementation of the CGB Proposal at this time, the Authority is interested in engaging stakeholders in future SCEF proceedings to contemplate potential programmatic modifications in line with the CGB Proposal and consider the implications and overlap with other EDC-administered programs (e.g., the Conservation and Load Management Plan, the Residential Tariff Program established in Docket No. 20-07-01, the Electric Storage Program established in Docket No. 17-12-03RE03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies –Electric Storage, etc.). Accordingly, the Authority encourages the CGB to work with the EDCs, DEEP, and OCC to incorporate any redline edits that would enable the CGB’s modifications to be implemented in a timely fashion, submitting the proposed edits in the appropriate SCEF proceeding.*

Green Bank worked with Department of Energy and Environmental Protection (“DEEP”), Office of Consumer Counsel (“OCC”), electric distribution companies (“EDCs”) and the Joint Committee of the Energy Efficiency Board and the Connecticut Green Bank (the “Joint Committee”) to propose the attached modifications to the program rules.

Based on the foregoing, Green Bank submit the following attachments:

- Attachment A – Proposed Modified Program Rules; and
- Attachment B – Summary Memo to the Joint Committee

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

Please contact me with any questions or concerns.

Respectfully submitted,

CONNECTICUT GREEN BANK

By: *Alex Kovtunen*

Alex Kovtunen

Associate General Counsel

Connecticut Green Bank

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cc: Service List



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

**1. BACKGROUND**

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

**Connecticut Green Bank**  
**Correspondence 08/1/2022**  
**Docket No.: 22-08-04**  
**Attachment A – Proposed Modified Program Rules**

"Delivery," "Deliver," "Delivered," or "Delivering" means with respect to (i) energy, that energy produced by a Shared Clean Energy Facility that is injected into the electric distribution system within the service territory of the receiving EDC for the benefit of such EDC, and (ii) RECs, those RECs associated with the delivered energy of the Shared Clean Energy Facility as a Connecticut Class I Renewable Energy Source<sup>1</sup>;

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

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

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

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

"Environmental Justice Community" means (A) a United States census block group, as determined in accordance with the most recent United States census, for which thirty per cent or more of the population consists of low income persons who are not institutionalized and have an income below two hundred per

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<sup>1</sup> Consistent with the SCEF Modified Program Rules, as specified in Section 3.4.1, the EDCs will obtain the CT Class I RPS qualification and will report the generation output to the NEPOOL GIS for creation of the RECs into EDC administered batches or tranches.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

cent of the federal poverty level, or (B) a distressed municipality, as defined in subsection (b) of section 32-9p of the General Statutes;

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

["Individual Billing Meter" is defined by Section 16-244x of the General Statutes](#)

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

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

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

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

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

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

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

"On-bill Credit Assignment" means an agreement between Subscriber and the Subscriber Assignee, assigning ownership of Subscriber Savings associated with Subscriber's Individual Billing Meter from Subscriber to Subscriber Assignee, terminating the On-bill Credit on Subscriber's monthly bill from the EDC and directing payment by the EDC of Subscriber Savings to Subscriber Assignee;

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

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

"Prepaid RECs" means RECs expected to be created in the future that are associated with Delivered Energy and paid for at the time of payment for Delivered Energy as part of the Purchase Price or Market Price, as applicable;

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

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

"PURA" means the Public Utilities Regulatory Authority;

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

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

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

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

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

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

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

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

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Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

"Subscriber Assignee" means an entity that has been assigned ownership of Subscriber Savings by a Subscriber pursuant to an On-bill Credit Assignment;

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

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

"Subscriber Assigned Savings" means the value of the Subscriber Savings assigned from Subscriber to Subscriber Assignee pursuant to an On-bill Credit Assignment;

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

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

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

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

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



### **3. PROCUREMENT PROCESS**

On an annual basis for a total of six (6) years, the EDCs shall conduct a procurement process for the solicitation of Bids for Shared Clean Energy Facilities for an aggregate total of twenty-five (25) megawatts<sup>12</sup> ("MWs") of capacity per year, consistent with these Program requirements. The authorized MWs shall be apportioned to the EDCs based on each EDC's percentage share of the EDCs' total combined electric load in Connecticut at the time of the solicitation issuance.

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

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

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

#### **3.1. Program Structure**

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

#### **3.2. Subscriber Enrollment Form**

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

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<sup>2</sup> Megawatts are in AC for all cases (MW<sub>AC</sub>).

**Connecticut Green Bank**  
**Correspondence 08/1/2022**  
**Docket No.: 22-08-04**  
**Attachment A – Proposed Modified Program Rules**

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

Based on the information provided in the Subscriber Enrollment Forum, the EDC will verify the Customer's eligibility pursuant the customer eligibility and verification processes put in place to comply with subsection 6.1 and will utilize the Subscriber's historic average annual electric use at the premises or a reasonable<sup>3</sup> estimate if the Subscriber has less than twelve (12) months of actual electric use to determine the Subscriber's share of the estimated annual output from the SCEF, to be used in calculating the On-bill Credit.

Appendix A outlines further Subscriber terms and conditions.

### **3.3. Timing**

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

### **3.4. Evaluation and Selection Process**

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

Each EDC shall evaluate and select Bids independently and separately. The EDCs will rank Bids in

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<sup>3</sup> For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

order from lowest to highest unit price. The EDCs will then use the Bid Preferences to weight the bid prices based on the weighting established by DEEP. If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.

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

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

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

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

**3.4.1 REC Aggregation**

For simplicity and ease in Program administration that minimizes overall costs and maximizes benefits to ratepayers, the EDCs will aggregate the RECs into "batches" (or "tranches") in a manner similar to how the Green Bank currently aggregates RECs produced from Solar Home Renewable Energy Credit Facilities (SHREC

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

Facilities).<sup>4</sup> Each REC batch will be created based on in-service vintage year (and/or quarter) and class of technology. To illustrate, for Projects that are successfully in-service in 2022, the EDC may have an aggregation batch for “2022 SCEF” (or “Q4 2022 SCEF”).

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

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

### **3.5. Security**

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

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

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<sup>4</sup> See, e.g., *Bid of the Connecticut Green Bank for Qualification of Solar Home Renewable Energy Credit (SHREC) Facilities as Class I Renewable Energy Sources - Q3 2016 - 6.1 MW*, PURA Docket No. 17-03-40 (filed Mar. 17, 2017).

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

If the EDC draws on Development Period Security or Operating Period Security for any reason, the Selected Bidder/Subscriber Organization shall replenish such security within ten (10) business days. Any unused Operating Period Security shall be returned to the Subscriber Organization only after any such security has been used to satisfy any outstanding obligations of the Subscriber Organization in existence at the end of the term of the Tariff.

**3.6. Tariffs**

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

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

**4. ELIGIBLE PROJECTS**

**4.1 Facility Type**

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

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

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

**4.2. Facility Size**

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

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

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

**4.3 In-Service Date**

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

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

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

**4.4 Term**

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

**4.5 Generation Site**

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

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

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

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

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

**4.6 Project Viability**

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

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

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

**5. ELIGIBLE BIDDER**

**5.1. Experience**

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

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

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



**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

**5.2. Operation and Maintenance**

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

**5.3. Bid Submission**

Bids must be submitted in accordance with the solicitation issued by the relevant EDC, which will set forth specific filing instructions. Each Bidder must comply with the instructions set forth by the solicitation to ensure that its Bid is complete. In addition to completion of the Bid Form, each Bidder must submit a Bid Certification Form and may be required to provide a Connecticut Licensed Professional Engineer Certification Form, Pending Connecticut Green Bank Grant and/or Rebate Disclosure Statement, interconnection application confirmation receipt, certification of carbon neutrality by 2040 or other forms as necessary. Specific instructions will be included with the solicitation for how to provide these additional documents and the entity to which these documents shall be provided (i.e., the EDC or DEEP).

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

**6. SUBSCRIBERS**

**6.1. Subscriber Requirements**

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

Subscribers are limited to the following classes of Customers:

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

For any ~~given billing meter~~ [Individual Billing Meter](#), a Subscriber may have only one (1) Subscription to one SCEF. A Subscriber may not subscribe for an amount that exceeds one hundred (100) percent of the Subscriber's historic average annual electric use (or, for a Subscriber with less than twelve (12) months of

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

electric use, a reasonable<sup>5</sup> estimate of historical use). A Subscriber may not receive, or seek to receive, any Connecticut ratepayer-funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, associated with the electric load for which there is a Subscription under this Program. If a Subscriber has load in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, the Subscriber may participate in this Program as a Subscriber for only that excess load. The Subscriber is responsible for demonstrating excess load to the satisfaction of the EDC to be consistent with this Program. If a Subscriber utilizes net metering, virtual net metering, LREC/ZREC contracts, or Public Act 18-50 tariffs other than those in this Program for the electric load associated with a Subscription under this Program, such Subscription will be terminated.

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

identification and enrollment process by: LMI<sup>6</sup> Customers; Customers who serve as landlords or entities responsible for an affordable housing facility, with subscriptions applicable only to such affordable housing facility and/or Customers who qualify as Low-income Service Organizations. Lastly, an additional twenty (20) percent of the estimated annual output of the SCEF must be subscribed by Small Business Customers through an EDC-administered identification and enrollment process.

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

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

## **6.2. Subscription Method**

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

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<sup>5</sup> For customers with less than twelve (12) months of actual electric use, the reasonable estimate of historic average annual electric use is based on average usage estimates for similar customers (e.g., building square footage, type of customer, number of household members for residential customers, etc.).

<sup>6</sup> Low- and moderate-income customer status is verified at the time of subscription sign-up only. Annual verification is not needed.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

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

## **7. ON-BILL CREDIT**

### **7.1. Subscriber Credit**

The EDC will credit each Subscriber on the monthly bill based on one-twelfth of the Subscriber's share of the estimated annual output from the SCEF (i.e. annual Subscription kWhs). The On-bill Credit each month will equal the Subscriber Savings Rate times one-twelfth of the Subscriber's annual Subscription kWhs.<sup>7</sup>

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

Any On-bill Credit will be applied first to the Subscriber's late payment charges and arrearages, as applicable. Any On-bill Credit in excess of the Subscriber's electric bill shall roll over from month to month and be cashed out at the end of the annual period or at the termination of service, as applicable. [The Subscriber may elect to assign the value of their calculated credit to a Subscriber Assignee for purposes of pursuing energy efficiency upgrades to the property.](#)

### **7.2. Purchases of Energy**

The EDC shall purchase the Delivered Energy, inclusive of Prepaid RECs, from a Selected Bidder's SCEF at the

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<sup>7</sup> The On-bill Credit will be a fixed amount each month for the duration of the Subscription.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

**7.3. Bidding of Purchase Prices**

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

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

**7.4. Delivery of Energy**

Energy must be delivered to the applicable ISO-NE node on behalf of the EDC. The Subscriber Organization is responsible for all costs associated with scheduling and delivery of the SCEF’s energy to the applicable ISO-NE node, and the EDC will not be responsible for any costs associated with such Delivery, including but not limited to wheeling charges.

**7.5. Delivery of RECs**

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

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

**7.6. Reimbursement for Failure to Deliver RECs**

If the SCEF fails to qualify or Deliver the Prepaid RECs associated with the Delivered energy, the EDC will recover the cost of those undelivered RECs by: (1) first, netting an amount equal to the ACP multiplied by the quantity of Prepaid RECs not Delivered from the next quarterly payment(s) made to the Subscriber

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

Organization; and (2) , if (1) does not result in timely reimbursement, by drawing down on the Operating Period Security at an amount equal to the ACP, multiplied by the quantity of Prepaid RECs not Delivered.

**8. CERTIFICATION**

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

**9. COMPLIANCE FILINGS**

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

- 1) The EDC shall annually review SCEF subscriptions in aggregate for the preceding year. The EDC shall report to DEEP and PURA in November of each year, starting in 2022, as to the status of aggregate SCEF subscriptions by Customer type, specifically providing:
  - a) Annual aggregate SCEF production;
  - b) Annual aggregate SCEF Subscribed Energy by Customer eligibility type, including opt-in Subscribers;
  - c) Information on each Subscriber who was a Subscriber in the preceding year, including the Subscriber's meter address, customer class, date of entry and exit, as applicable;
  - d) The number of residential Subscribers and corresponding Subscription kWhs in the preceding year that were subscribed by way of physical written documentation from a rooftop solar installer that demonstrates they are unable to have solar panels installed on their roof, including any associated documentation;
  - e) The number of Subscribers and corresponding Subscription kWhs in the preceding year that are in excess of the load covered by net metering, virtual net metering, LREC/ZREC contracts, or PA 18-50 tariffs other than those in this Program, for such Subscriber;
  - f) All marketing materials used to recruit opt-in Subscribers in the preceding year, including but not limited to the website used by the EDC; and
  - g) The number of Subscriptions, and kWhs associated with any such Subscriptions, which were: (1) transferred to another location when a Subscriber moved; (2) terminated; [\(3\) assigned to Subscriber Assignees; or \(4\) resized](#) in the preceding year.
- 2) No later than November 30, 2022, and annually thereafter, each EDC shall provide an aggregate list of eligible LMI customers readily identifiable in the EDC's billing system, by number of customers and annual electricity consumption, not currently subscribed through the SCEF program.

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

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

**10. Termination of Eligibility Under Tariff**

PURA reserves the right to remove a Subscriber Organization from the Program for failure to meet any compliance filings ordered by DEEP or PURA. DEEP and PURA reserve the right to perform an audit of records, data, information, or other material relative to any required compliance filings.

In addition, DEEP or PURA may conduct periodic audits of the Subscriber Organization to ensure continued compliance with the Program requirements. If a violation is found during an audit, PURA reserves the right to terminate eligibility under the Tariff.

## APPENDIX A: SUBSCRIBER TERMS AND CONDITIONS

### A1. SUBSCRIBER TERM

1. Subscriptions shall continue for the duration of the contract term of the associated SCEF. ~~Unless or until~~ the Subscriber's Subscription is assigned (subject to subsection A2 below), the Subscription will terminate when the Subscriber's service is terminated or ~~if~~ the Subscriber ~~chooses~~chooses to end the Subscription, and such action by Subscriber shall be subject to subsection A3 below.

### A2. SUBSCRIPTION PORTABILITY, TRANSFERABILITY, AND ASSIGNABILITY

#### 1. Portability

- (a) A Subscriber may change premises and continue a Subscription at the new premises, so long as:
  - (1) An Individual Billing Meter for electric service exists at the new premises;
  - (2) The Individual Billing Meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility;
  - (3) The Subscriber is established as the Customer of record for electric service at the new premises; and
- (b) If such Subscriber elects to continue the Subscription at the new premises, the Subscriber shall continue to receive the same monthly On-bill Credit.
- (c) If such Subscriber is eligible to continue the Subscription at the new premises but elects not to do so, such action shall be subject to subsection A3 below.

#### 2. Transferability

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

#### 3. Assignability

- (a) A Subscriber who has chosen to assign their on-bill credit to a Subscriber Assignee in the form of an On-bill Credit Assignment:
  - (1) Assigns the Subscriber Savings permanently to the Subscriber Assignee for the entirety of the Subscription for the SCEF Facility and terminates their rights to the SCEF subscription.
  - (2) Agrees that the value of the Subscriber Savings subject to an On-bill Credit Assignment

will be paid as directed by the Subscriber Assignee.

### **A3. CANCELLATION OR TERMINATION OF SUBSCRIPTION**

#### 1. Cancellation of Subscription by the Subscriber

##### (a) Notification to the EDC of Cancellation

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

(3) A Subscription that is subject to an On-bill Credit Assignment can only be cancelled by the Subscriber Assignee.

#### 2. Termination of Subscription by an EDC

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

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

#### 3. Ineligible for Cancellation or Termination of Subscription

(a) A Subscription assigned to a Subscriber Assignee pursuant to an On-bill Credit Assignment can only be cancelled or terminated by the Subscriber Assignee.

(b) An EDC may not cancel or terminate a Subscription assigned to a Subscriber Assignee pursuant to an On-bill Credit Assignment unless the SCEF contract associated with the Subscription is terminated.

### **A4. SUBSCRIPTION SUMMARY CONTRACT**

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

- The length of the Subscription, and its effective date and ending date;
- The amount of the monthly On-bill Credit;
- The estimated kWhs the Subscriber is subscribing to each month over the term of the Subscription;



**Connecticut Green Bank  
Correspondence 08/1/2022**

**Docket No.: 22-08-04**

**Attachment A – Proposed Modified Program Rules**

- The terms for portability ~~and~~, transferability, and assignability; and-
- The terms for early cancellation by the Subscriber and cancellation by the EDC.
- The right to cancel the Subscription within three days of receipt of the Subscription Summary Contract if the Subscriber does not wish to participate in the Subscription.

## APPENDIX B: SUBMITTAL TO DEEP

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

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

### B1. FINANCIAL EXPERIENCE

**B1.1.** Provide a description of the financing plan for the project, including construction and term financing. The financing plan should address the following:

- I. Who will finance the project and how it will be financed
- II. The project's projected financial structure over the term of the Tariff
- III. Expected sources of debt and equity financing
- IV. Estimated construction costs
- V. The projected capital structure over the term of the Tariff
- VI. Describe any agreements entered into with respect to equity ownership in the proposed project and any other financing arrangement.

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs. All Bidders are required to provide this information.

**B1.2.** Provide documentation illustrating the experience of the project sponsor in securing financing for projects of similar size and technology. For each project previously financed provide the following information:

- i. Project name and location
- ii. Project type and size
- iii. Date of construction and permanent financing
- iv. Form and amount of debt and equity financing.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

- B1.3.** The Bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required Security, including its plan for doing so.
- B1.4.** Provide a description of any current or recent credit issues/credit rating downgrade events regarding the Bidder or affiliate entities raised by rating agencies, banks, or accounting firms.
- B1.5.** Describe the role and the amount of the Federal Production Tax Credit or Investment Tax Credit (or other incentives) on the financing of the project.
- B1.6.** Bidders must disclose any pending (currently or in the past three years) or threatened litigation or disputes related to projects developed, owned or managed by Bidder or any of its affiliates in the United States, or related to any energy product sale agreement.
- B1.7.** Description of Bidder and all affiliated entities and joint ventures transacting business in the energy sector.
- B1.8.** Has Bidder, or any affiliate of Bidder, in the last five years: (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?
- B1.9.** Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against DEEP or the state.
- B1.10.** Describe any litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving Bidder or an affiliate of Bidder, and relating to the purchase or sale of energy, capacity or renewable energy certificates or products.
- B1.11.** Confirm that Bidder, and the directors, employees and agents of Bidder and any affiliate of Bidder are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action (detail any exceptions).
- B1.12.** Identify all regulatory and other approvals needed by Bidder to execute a binding sale agreement.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

**B2. PROJECT MANAGEMENT EXPERIENCE**

**B2.1.** Provide statements that identify the specific experience of the Bidder and each of the project participants (including, when applicable, the Bidder, partners, EPC contractor and proposed contractors) in developing, financing, owning, and operating generating or transmission facilities (as applicable), other projects of similar type, size, and technology, and any evidence that the project participants have worked jointly on other projects.

**B2.2.** Provide a listing of projects the project sponsor has successfully developed or that are currently under construction. Provide the following information as part of the response:

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

**B2.3.** With regard to the Bidder's project team, identify and describe the entity responsible for the following, as applicable:

- i. Construction Period Lender, if any
- ii. Operating Period Lender and/or Tax Equity Provider, as applicable
- iii. Financial Advisor
- iv. Environmental Consultant
- v. Facility Operator and Manager
- vi. Owner's Engineer
- vii. EPC Contractor (if selected)

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

viii. Transmission, Distribution, Interconnection Consultant

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

ix. Legal Counsel.

**B2.4.** Provide details of the Bidder’s experience in shared clean energy or community clean energy programs in other states. Provide the details of any projects selected to participate or operational projects in any such program in another jurisdiction, including project size, subscriber participation, and subscriber credit details.

**B3. OPERATIONAL PARAMETERS**

**B3.1.** Maintenance Outage Requirements – Specify partial and complete planned outage requirements in weeks or days. Also, list the number of months required for the cycle to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls).

**B3.2.** Operating Constraints – Specify all the expected operating constraints and operational restrictions for the project (e.g., limits on the number of hours a unit may be operated per year or unit of time, storage capacity, maximum length of time for storage).

**B3.3.** If the proposed project is an expansion, repowering, environmental investment or other modification of an existing facility, describe the project in detail, the total cost and cost on a \$/kW basis, specifying the existing project and the proposed expansion, repowering or other modification. Indicate any incremental capacity.

**B4. ENERGY RESOURCE PLAN**

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

**B4.1. Solar**

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

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

**B4.2. Hydropower**

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

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

megawatt-hours.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

Describe the technology used to generate electricity.

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

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

**B4.3. Fuel Cell**

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

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

**B5. OPERATION AND MAINTENANCE**

**B5.1.** Provide an O&M plan for the project that demonstrates the long term operational viability of the proposed project. The plan should include a discussion of the staffing levels proposed for the project, the expected role of the project sponsor or outside contractor, scheduling of major maintenance activity, and the plan for testing equipment.

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

**B5.3.** Describe the status of the project sponsor in securing any O&M agreements or contracts. Include a discussion of the sponsor's plan for securing a medium-term or long-term O&M contract, including the expected provider of O&M services.

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

**B6. GENERATION SITE**

**B6.1.** Provide a site plan including a map of the site that clearly identifies the location of the Shared Clean Energy Facility site, the assumed right-of-way width, the total acreage for the Shared Clean Energy Facility, the anticipated interconnection point, and the relationship of the site to other local



**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

infrastructure, including transmission and/or distribution facilities, roadways, and water sources. In

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

addition to providing the required map, provide a site layout plan that illustrates the location of all major equipment and facilities on the site.

**B6.2.** Provide evidence (including applicable documentation) of the right to use the site and interconnection route, including, for the Shared Clean Energy Facility, and any rights of way needed for interconnection.

- i. Does the project have a right to use the Shared Clean Energy Facility site for the entire proposed term of the approved RFP (e.g., by virtue of ownership or land development rights obtained from the owner)?
- ii. If so, please detail the Bidder's rights to control the Shared Clean Energy Facility site.
- iii. Identify any real property rights (e.g., fee-owned parcels, rights-of-way, development rights or easements or leases) that are required for access to the Shared Clean Energy Facility. Describe the status of acquisition of real property rights, any options in place for the exercise of these rights and describe the plan for securing the necessary real property rights, including the proposed timeline. Include these plans and the timeline in the overall project timeline.

**B6.3.** Provide evidence that the Shared Clean Energy Facility site and interconnection route is properly zoned or permitted. If the Shared Clean Energy Facility site is not currently zoned or permitted properly, identify present and required zoning and/or land use designations and permits and provide a permitting plan and timeline to secure the necessary approvals.

**B6.4.** Provide a description of the area surrounding the Shared Clean Energy Facility site, including a description of the local zoning, flood plain information, existing land use and setting (woodlands, grasslands, agriculture, other).

**B6.5.** For a Shared Clean Energy Facility, describe and provide a map of the proposed interconnection that includes the path from the generation site to the ISO-New England pricing node.

**B6.6.** Please describe the status of any planned interconnection to the grid. Has the Bidder made a valid interconnection request to the EDC and/or ISO-NE? Describe the type of interconnection service requested (i.e., Capacity Network Resource Interconnection Service, or Network Resource Interconnection Service).

**B6.7.** Describe the Proposal's electrical system performance and the impact on the reliability of the EDC's Distribution system. Provide the status of any interconnection studies already underway with ISO-NE, the transmission owner and/or the distribution owner. Provide a copy of any studies completed to date. Provide a copy of an interconnection agreement, if any, executed by the Bidder with respect to

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

the proposed project. If an interconnection agreement has not been executed, please

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

**B6.8.** Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the distribution and/or transmission providers.

**B6.9.** Specify and describe the current or new interconnection facilities (lines, transformers, switching equipment, system control protection, etc.) that Bidder owns or is intending to construct or have constructed in order to deliver the proposed energy.

**B6.10.** Provide the impact the Shared Clean Energy Facility will have on reliability and the local distribution system.

**B6.11.** Attest that the generation site of the Shared Clean Energy Facility neither impacts, in whole or in part, Core Forest.

**B6.12.** Provide a detailed explanation of all environmental impacts known or anticipated for the Shared Clean Energy Facility, including but not limited to the impact on any endangered, threatened and special concern species and significant natural communities based on the Natural Diversity Data Base.

**B7. PERMIT ACQUISITION PLAN AND ENVIRONMENTAL VIABILITY**

**B7.1.** Provide a viable plan to acquire all permits. Provide a list of all the permits, licenses, and environmental assessments and/or environmental impact statements required. If a Bidder has secured any permit or has applied for a permit, please identify in the response.

- i. Provide a list of all federal, state, and local permits, licenses, and environmental assessments and/or environmental impact statements required to construct and operate the project.
- ii. Identify the governmental agencies that will issue or approve the required permits, licenses, and environmental assessments and/or environmental impact statements.

**B7.2.** Provide the anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements and any documentation supporting such anticipated timeline. Include a project approval assessment that describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the milestone date. All requirements should be included on the project schedule.

**B7.3.** Provide a preliminary environmental assessment of the site and project, including both construction and operation, as applicable. In addition, identify environmental impacts associated with the proposed

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

project, any potential impediments to development, and the Bidder’s plan to mitigate such impacts or impediments. The Bidder should also describe whether the project makes positive re-

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

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

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

<sup>8</sup> DEEP maintains an inventory of active landfills, capped landfills and brownfields in Connecticut. DEEP does not charge a

**Connecticut Green Bank**  
**Correspondence 08/1/2022**  
**Docket No.: 22-08-04**  
**Attachment A – Proposed Modified Program Rules**

permit application fee for such sites. DEEP maintains a website, “Siting Clean Energy on Connecticut Brownfields,” which includes further information about such sites for clean energy developers. See <http://www.ct.gov/deep/cwp/view.asp?a=2715&q=552764>

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

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

**B7.4.** Identify any existing, preliminary or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the project or the ability to obtain or retain the required permits for the project.

**B7.5.** Provide a site plan including a scale map of the site that clearly identifies the location of the Eligible Project site, the assumed right-of-way width, the total acreage for the project, the anticipated electric interconnection point, and the relationship of the site to other local infrastructure, including transmission facilities, roadways, and water sources. In addition to providing the required map, provide a site layout plan that illustrates the location of all major equipment and facilities on the site.

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

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

**B7.8.** Include a summary of environmental compliance history for the Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, using the form \_\_\_\_\_ available \_\_\_\_\_ at:  
[http://www.ct.gov/deep/lib/deep/Permits\\_and\\_Licenses/Common\\_Forms/compliance\\_form.pdf](http://www.ct.gov/deep/lib/deep/Permits_and_Licenses/Common_Forms/compliance_form.pdf).

**B7.9.** Include a summary of any disputes relating to the environmental compliance of the Bidder (including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries), including the environmental compliance of projects owned or managed by Bidder or any



**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

of its affiliates in the United States or related to any energy product sale agreement.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

**B7.10.** The Eligible Bidder must demonstrate that it has a sufficient amount of relevant experience and expertise, as applicable, to successfully develop, finance, construct, operate and maintain its proposed Eligible Project. Development, financing and construction experience can be established by demonstrating that key member(s) of the Bidder’s development team have undertaken project management responsibilities, including:

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

**B8. PROJECT VIABILITY**

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

- i. Type of generation technology, if applicable
- ii. Major equipment to be used
- iii. Manufacturer of the equipment
- iv. Status of acquisition of the equipment
- v. Whether the Bidder has a contract for the equipment. If not, describe the Bidder’s plan for securing equipment and the status of any pertinent commercial arrangements
- vi. Equipment vendors selected/considered
- vii. History of equipment operations
- viii. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment.

**B8.2.** If the Bidder has not yet selected the major generation equipment for a project, please provide a list of the key equipment suppliers under consideration.

**B8.3.** Please indicate if the Bidder has secured its equipment for the project. If not, identify the long- lead equipment options and describe the timing for securing equipment.

**Connecticut Green Bank  
Correspondence 08/1/2022  
Docket No.: 22-08-04  
Attachment A – Proposed Modified Program Rules**

**B8.4.** Provide documentation identifying the level of public support for the project including letters from public officials, newspaper articles, etc. Include information on specific localized support and/or opposition to the project of which the Bidder is aware. Provide copies of any agreements with communities and other constituencies impacted by the project, and a plan for community outreach activities, and discuss the status of that plan

# Memo

**To:** Joint Committee of the Energy Efficiency Board and the Connecticut Green Bank

**From:** Bryan Garcia

**CC:** Isabelle Hazlewood, Emily Rice, Steve Bruno, Ron Araujo, Joel Kopylec

**Date:** July 29, 2022

**Re:** Follow-Up from the Joint Committee Meeting of June 29, 2022 – Shared Clean Energy Facilities: Potential Opportunity for Additional Energy Efficiency

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## Background

In its Final Decision in Docket No. 19-07-01RE01, on September 15, 2021 the Public Utilities Regulatory Authority (“PURA”) provided the following direction:

*While PURA is not authorizing implementation of the CGB Proposal at this time, the Authority is interested in engaging stakeholders in future SCEF proceedings to contemplate potential programmatic modifications in line with the CGB Proposal and consider the implications and overlap with other EDC-administered programs (e.g., the Conservation and Load Management Plan, the Residential Tariff Program established in Docket No. 20-07-01, the Electric Storage Program established in Docket No. 17-12-03RE03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies –Electric Storage, etc.). Accordingly, the Authority encourages the CGB to work with the EDCs, DEEP, and OCC to incorporate any redline edits that would enable the CGB’s modifications to be implemented in a timely fashion, submitting the proposed edits in the appropriate SCEF proceeding.<sup>1</sup>*

As a follow-up to the request, the Connecticut Green Bank (“Green Bank”) pursued the following:

- **Meeting with DEEP and OCC** – on Friday, June 17, 2022, the Green Bank, in coordination with Eversource Energy (“Eversource”), held an online meeting with the Department of Energy and Environmental Protection (“DEEP”) and the Office of Consumer Counsel (“OCC”) to discuss the PURA suggestion. UI was unavailable to attend this meeting. The Green Bank provided an overview of the proposal that would enable the Shared Clean Energy Facilities (“SCEF”)

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<sup>1</sup> The appropriate proceeding will depend on the timing of the submission. At the time of the filing, stakeholders may contact the PURA case coordinator to receive further guidance on the appropriate docket for submission.

program to support additional public policy objectives of the State of Connecticut (e.g., 80% weatherization by 2030). After a long discussion, both DEEP and OCC suggested that the concept be vetted by the Joint Committee,<sup>2</sup> in response to several questions raised for discussion and consideration.<sup>3</sup>

- **Meeting with Joint Committee** – on Wednesday, June 29, 2022, the Joint Committee<sup>4</sup> met at its regularly scheduled quarterly meeting and included a discussion on the Green Bank proposal for SCEF. Eversource provided an overview of the SCEF program, Green Bank subsequently followed with a presentation of the proposal, and a discussion on several raised questions ensued. Following forty-five minutes of discussion several points were raised, including, but not limited to:
  - **Owner-Tenant Problem** – how could the proposal overcome the owner-tenant problem;
  - **Benefit Trade Off** – depending upon the use case, by redirecting the SCEF benefits to investments in a property, the Subscriber may only realize the financial benefits of program participation so long as they continue to reside in the property, as opposed to the full term of the SCEF tariff;
  - **Additional Strain on Budgets** – could additional interest in weatherization from the SCEF proposal cause strain on the resources available through the C&LM programs;
  - **Use of Proceeds** – are there additional measures or use of proceeds (e.g., arrearages), that SCEF resources could be used for besides that which was posed as a use case (e.g., weatherization, including insulation and heat pumps); and
  - **Need for Community Outreach** – the proposal, if pursued, would need a strong community outreach component, including friendly local ambassadors to explain the value proposition to customers.

There was interest from the Joint Committee to continue the discussions on the proposal through a PURA-overseen process.

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## Proposal Overview

### *Participants in SCEF*

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<sup>2</sup> CGS 16-245m(d)(2)

<sup>3</sup> Questions included: (1) what do you think of the concept (i.e., achieve more public policy), (2) would Subscribers have a choice in terms of (a) participation, and (b) use of Subscriber Savings for investment (e.g., arrearages, weatherization), (3) is there a different role for the EDCs where they could more efficiently direct SCEF proceeds to benefit the Subscriber (e.g., direct Subscriber Savings to C&LM), (4) are there other ways to think about this value that can provide more benefits to Subscribers (e.g., direct Subscriber Savings directly to Heat Loan), and (5) if this concept is supported and successful, will more demand for energy efficiency programs cause issues with the C&LM budget?

<sup>4</sup> For presentation, see pages 12 to 18 – [click here](#). To listen to recorded discussion, see 8:40 to 53:20 – [click here](#).

The Subscriber Savings provided to Subscribers of SCEF, provides an opportunity to raise proceeds to support additional public policy objectives in Connecticut – see Table 1.

**Table 1. Estimated Average Subscriber Savings per Subscriber Over 20-Years**

<b>Average Monthly Consumption (kWh)</b>	<b>SCEF Subscriber Savings per kWh of Consumption</b>	<b>Average Annual Subscriber Savings</b>	<b>Average 20-Year Subscriber Savings</b>
800	\$0.025	\$240	\$4,800

On average, a Subscriber would receive \$4,800 over 20-years on a nominal basis, and about \$3,000 on a net present value basis (i.e., 5% discount rate). The proposal would allow Subscribers to assign the 20-year value of their Subscriber Savings to their meter, allowing Subscribers to direct those proceeds towards other investments on the property (e.g., weatherization), that would enable the Subscriber to achieve greater energy burden reduction (i.e., greater than the \$240 of Subscriber Savings per year).

*Potential Proceeds from SCEF*

The number of Subscribers and the total amount of Subscriber Savings resulting from clean energy deployment through SCEF is dependent upon the make-up of clean energy technologies deployed – see Table 2. Under SCEF, starting in Round 3 (i.e., Year 3), up to 50 MW of grid-tied clean energy can be procured each year – as opposed to 25 MW for Rounds 1 and 2 (i.e., Years 1 and 2).

**Table 2. Estimate of Annual Subscribers and Subscriber Savings based on Technology Composition**

	<b>Eversource</b>	<b>UI</b>	<b>Total</b>	<b>Estimated Number of Annual Subscribers</b>	<b>Estimated Annual Subscriber Savings</b>
Year 1 Procurement Expected Annual Production (Actual)	38,266,877	31,724,076	69,990,953	7,291	\$1,749,774
Year 2 Procurement Expected Annual Production (Actual)	44,281,164	3,391,000	47,672,164	4,966	\$1,191,804
Year 3 Procurement Expected Annual Production (Actual)	45,047,716	40,471,000	85,518,716	8,908	\$2,137,968
Year 4-6 Procurements Expected Annual Production (Estimated) <sup>5</sup>	183,960,000	45,990,000	229,950,000	23,953	\$5,748,750

Depending upon the make-up of the clean energy projects selected each year (e.g., combination of solar PV and fuel cells), there could be between 5,000-24,000 residential Subscribers receiving between \$1.2 to \$5.8 MM in annual Subscriber Savings – or between \$24 to \$114 MM of Subscriber Savings over 20-years.

*Market Potential for Energy Efficiency*

Over six (6) years, 225 MW of clean energy will be deployed as a result of the SCEF policy. If SCEF subscribers were provided with an opportunity to direct their Subscriber Savings to the

<sup>5</sup> Assumes 50% solar PV and 50% fuel cell composition

meter on their property, for the purposes of supporting the weatherization of their home, then depending upon the number of Subscribers who elect to participate, there is potentially a substantial amount of additional resources for energy efficiency – see Table 3.

**Table 3. Estimated Annual Subscriber Savings by Technology and Percent of Participation in the Concept**

<b>Percent Participation in the Concept</b>	<b>Estimated Annual Clean Energy Production</b> (kWh)	<b>Estimated Number of Annual Subscribers</b>	<b>Estimated Annual Subscriber Savings</b>
100%	535,819,100	55,814	\$13,395,478
75%	-	41,861	\$10,046,608
50%	-	27,907	\$6,697,739
25%	-	13,954	\$3,348,869

It should be noted that this assumes that 60% of the estimated annual clean energy production is directed to Subscribers from the residential LMI market segment.

With strong community-based marketing, the Green Bank would estimate that at least 25 percent of Subscribers would be willing to participate in the proposal providing between \$3.5 MM of additional resources for energy efficiency a year, or \$67 MM over the 20-year period of the Subscriber Savings.

### **Next Steps**

As a follow-up to the Joint Committee meeting, the following are next steps:

- **Redline Edits to Program Requirements** – the Joint Committee supports the redline editing by Eversource and the Green Bank of the SCEF Modified Program Requirements to enable the proposal;
- **Draft Memo** – to accompany the SCEF filing, that this memo be included, including the links to the presentation and recording from the Joint Committee meeting, to provide PURA with additional background; and
- **Recommendation from Joint Committee** – that within the SCEF filing it be indicated that the Joint Committee would support PURA’s efforts to bring together appropriate stakeholders (e.g., Connecticut Equity and Environmental Justice Advisory Council) in a public docket proceeding to discuss how the proposal might be used to support additional public policy objectives.

It should be noted, that even though Eversource participated in these meetings, that its involvement does not constitute endorsement of the proposal.



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