

## CVEC ROUND 4 RFP Questions/Answers

2/28/19 with additional answers 3/5/19

### Legal:

1) The agreements require us to sell all of the power to CVEC. Under the SMART Program we are selling the power to the utility (not CVEC). Will CVEC be the meter owner and then sell power to the utility? There could always be a PPA; but it would likely be with Eversource and for QF value. It's possible that CVEC just wants the NMCs/AoBCs, or a cash check if possible? CVEC understands that for Behind the Meter scenarios, CVEC will buy power from the developer based on the developer's revenue meter and then distribute any excess power to the utility. For virtual metering, the host municipality will receive benefits from the utility, which will be distributed through CVEC to the developer. Respondent shall propose pricing structures and transactions consistent with SMART program.

2) Can we add our landfill language in the lease which provides that we are not taking on any liability for the landfill and that the landlord will remain obligated to comply with the landfill monitoring and maintenance? The remedy to address contamination at the Oak Bluffs Capped Landfill site, including all work or other activities or obligations that its owner has undertaken or will undertake pursuant to obligations imposed by the U.S. Environmental Protection Agency (EPA) or the Massachusetts Department of Environmental Protection (MassDEP), shall remain in full force and effect. Any monitoring requirements would remain the responsibility of the owner. However, a responding developer must:

- be able to demonstrate to the satisfaction of the Town of Oak Bluffs and CVEC that the developer can operate and maintain the solar electric generating facility in a manner that avoids disruption or damage to the remedy;
- within the Premises, which we assume will be fenced, agree to assume any obligations that the Town of Oak Bluffs may hold for maintenance;
- agree to provide access to the Town of Oak Bluffs as necessary and appropriate to carry out the remedy;
- agree that the developer is liable for acts or omissions of the developer (and employees, agents, affiliates, etc.) that disrupt or damages the remedy or exacerbates pre-existing conditions at the capped landfill;
- agree to obtain as necessary any post-closure use permits from MassDEP or EPA.

3) Regarding commencement date, can the language be changed to: [ ] days after receipt of SMART block?

The “Commencement Date” is not a defined term in the contract documents, but two defined terms refer to the date that a developer’s application is accepted by the SMART Program:

**“Outside Construction Commencement Date”** means the later of ninety (90) days after the Effective Date or ninety (90) days after the Developer’s application has been accepted by the SMART Program.

**“Outside Commercial Operation Date”** means the later of one-hundred eighty (180) days from the Effective Date or one-hundred eighty (180) days after the Developer’s application has been accepted by the SMART Program.

CVEC will make a clarifying change to the language in these definitions, to refer not to the date that a developer’s application is accepted by the SMART Program, but rather 90 or 180 days (for the respective definitions) from the date that the developer receives notification from the Massachusetts Department of Energy Resources (DOER) that DOER has issued a final Statement of Qualifications approving the developer’s enrollment in SMART.

To the extent that a developer wishes to provide pricing that varies or increases based on the SMART block for which a project would qualify, developers may do so.

4) Can the Purchase Option be extended to 180 days?

The “Purchase Option” is not a defined term in the agreements, so it is unclear from the question exactly which time period is asked to be extended.

The Purchase Options for the Host (Town) to purchase the PV system in the roof lease and ground lease, and the PPA, all require the Host to send notice of intent to buy the system within 60 days of the anniversary of the Commercial Operation Date of the agreement. To give parties appropriate time to make arrangements to exercise a purchase option, CVEC will revise the contracting documents to change this 60-day time period to 180 days.

5) Subcontracts – the agreements say we can’t subcontract. Can we have the right to sub out work without CVEC consent?

The various contract documents do not prohibit subcontracting, and allow subcontracting and assignment with prior written approval, which may not unreasonably be withheld. (For example, Specimen Roof Lease sections 13.8, 16.6, 16.10, 20.1, and 22.1 all permit a developer to subcontract with prior written approval of the Host municipality, and Specimen PPA Section 16.1 provides that a developer may subcontract with prior written approval of the Buyer CVEC.) CVEC and host municipalities expect that developers will use subcontractors to complete work, but CVEC and host municipalities must retain the right to approve those subcontractors. To ensure that CVEC and host municipalities are aware of all personnel on the sites at issue,

especially at sensitive use sites such as schools, CVEC and the municipalities must retain the right to review and consent to those subcontractors and request references or other information before deciding whether to authorize a subcontractor.

- 6) Given that Decommissioning Assurance is being required as a cost to these projects can salvage value be a part of the calculation to determine this value. What form does the Assurance need to be (annual payments, LOC, bond, etc.)? Is the length of Assurance Term equal to the Lease Term?

As set forth in Specimen Roof Lease section 19.10, Decommissioning Assurance may take the form of an escrow fund, irrevocable letter of credit, surety bond, or third party guaranty, or another form of appropriate financial assurance acceptable to the host municipality.

This question has asked about “salvage value.” Because the meaning of this phrase is unclear, CVEC cannot specify whether “salvage value” is an appropriate part of the Decommissioning Assurance calculation. Developers should propose a Decommissioning Assurance calculation that would cover the cost of decommissioning the PV System and restoring the Premises are required by the contract documents, and can include or justify their calculations (including any “salvage value”) in an accompanying short narrative.

CVEC prefers that the Decommissioning Assurance be at least partially in place at the beginning of construction, with incremental increases over time. Developers may propose financing structure alternatives in their proposals. For the Oak Bluffs landfill project specifically, CVEC requires that the Decommissioning Assurance be fully funded at the beginning of construction.

- 7) Section 2.02 requires Proposer to agree to deliver forward market capacity. It is possible that the utility might claim rights to the capacity. Can you please re-word to allow for such situation?

Yes, CVEC will reword Section 2.02 of the RFP to state that if the utility is not entitled to, or decides not to claim forward market capacity, then the developer will transfer that forward market capacity to CVEC.

- 8) The RFP refers to the SMART program, but the RFP is silent with respect to Solar Incentive Payment (this is the portion of Total Compensation Rate that is paid directly to the system owner). To ensure accurate comparisons of price proposals, may we suggest that CVEC provide guidance to all bidders to assume that all SMART payments including Solar Incentive Payment are to the benefit of CVEC?

See response to Question #1 above.

- 9) The RFP states that the Developer shall be responsible for and pay all ad valorem real and personal property taxes, if any, assessed by the local Governmental Authority, with respect to the leasehold or the PV System, as may be further set forth in Exhibit D (Special Terms and

Conditions). Since this is a relatively large operational expense to all solar systems - 1) What is deemed to be taxable and what is considered exempt, 2) Since this needs to be negotiated with each town in order to provide a "Structured Tax Agreement" can we put in a placeholder for each denomination?

Responders should assume that there will not be any structured tax agreements with municipalities, and that developers will pay taxes to the municipalities directly (see Lease sections regarding Taxes, p. 10 of Specimen Roof Lease and p. 10 of Specimen Ground/Canopy Lease.) CVEC cannot provide individualized responses or legal advice for what items in the solar facility would be included taxable and exempt. For purposes of RFP response, developers may put in a placeholder for each denomination based on the developer's estimate.

10) Can each project carry its own PPA/Lease/PILOT value? Or, is it anticipated that the savings and costs be shared across the portfolio of projects?

Each project will carry its own individual PPA, Lease, and IGA.

11) Can all of the projects come under a uniform PPA/Lease Agreement/Tax Agreement?

NO. The projects will not be grouped within uniform PPA, lease, or tax agreements. These agreements must be separate to ensure that tax, real property, and administration issues for each project are handled individually.

12) Can the PPA agreements be with each Township (since they have a credit rating) rather than CVEC?

The RFP documents are structured such that the PPA is between the developer and CVEC. CVEC has structured other solar projects similarly and respectfully declines to change the PPA to be signed by the developer and the municipality. Please note that the Intergovernmental Agreement (IGA) provides that the developer is a third party beneficiary of the Agreement (see section 11.13).

## General:

- 1) Will proposals including AC coupled battery energy storage systems be considered? YES
- 2) Could you clarify on which sites will allow tree removal and who will be responsible for it? Please see individual questions pertaining to tree removal as posted below under "Site Specific". Respondent will be responsible for the removal.
- 3) During the site visits it was explained that some of these projects have already been approved by Planning/Conservation Commission Boards. Which ones have not? With the exception of the Harwich As or Right Solar Site PV project, no environmental assessments have been initiated or completed.
- 4) Specific Rooftop requirements for both flat and sloped roofs (setbacks etc.)? There is no standard setback for roofs nor requirement of setback for aesthetics.

- 5) To better assess battery energy storage and the potential savings associated with systems behind the meter, can you please share 12-24 months of 15-minute interval data for the desired facilities? CVEC cannot provide interval data. CVEC will facilitate any requests for interval data to Eversource from individual respondents.
- 6) Regarding the rooftops, is there any further information (besides the provided site descriptions) that can be provided regarding Structural analysis, or roof warranties, or year of installation? A roof over 10 years old is not a candidate for CVEC PV installations and none are included. Where relevant, the year of installation has been provided as part of project descriptions. Building plans are provided as part of project descriptions.
- 7) Please clarify (in detail if possible) what is meant by EV ready for the various sites? There is no need for specialized inverter or combination inverter/charger. The note "EV ready" is superfluous.
- 8) Is it mandatory to propose a battery for the sites that request it? NO
- 9) Are there multiple meters for any of the sites? If so, are they on the same utility bill or separate? YES. The facilities adjacent to the Oak Bluffs PV Capped Landfill (Transfer Station, DPW, Waste Treatment) have multiple meters and are on separate utility bills. That is the only PV project with multiple meters/accounts.
- 10) Will developer be solely responsible for all onsite switch gear upgrades? YES
- 11) Is CVEC looking to obtain greatest number of cost savings throughout the duration of the PPA based upon production, or merely the lowest PPA price per site? The premise of the question is unclear to CVEC. CVEC will consider alternative Price proposals from proposers, and, together with Non-price proposals, will make a determination to select the proposal for final negotiations that is most beneficial overall to CVEC and its members.
- 12) Can you provide the Barnstable Landfill number and size of modules and inverters and the orientation (i.e. tilt, etc)? CVEC is providing answers to questions pertinent to the current CVEC Round 4 Request for Proposals. The question's relevance to RFP Round 4 is unclear to CVEC. Production data is available on the CVEC website. [www.cvecinc.org](http://www.cvecinc.org).
- 13) Can you provide available utility interval data? CVEC cannot provide interval data. CVEC will facilitate any requests for interval data to Eversource from individual respondents.
- 14) What is the past years performance of existing CVEC installations including size of system, number of and type of modules, number of and type of inverters, installation orientation (tilt, azimuth, row spacing and ground or roof)? CVEC is providing answers to questions pertinent to the current CVEC Round 4 Request for Proposals. The question's relevance to RFP Round 4 is unclear to CVEC. Production data is available on the CVEC website. [www.cvecinc.org](http://www.cvecinc.org).
- 15) Do any of the sites require special approval by the State Historic Preservation Office (SHPO)? Historic review by the local historic commission, Old King's Highway, is required for several sites. This information is provided on the individual project description sheets, available on the CVEC

website as part of the posting of the RFP at <http://www.cvecinc.org/wordpress/projects/>.

- 16) Has an environmental assessment been completed for any of the sites where required? If so, please provide the assessment reports. With the exception of the Harwich As or Right Solar Site PV project, no environmental assessments have been initiated or completed.

### Site Specific:

- 1) Brewster Fire Station – is there spare conduit available between the gen-set and the building? The architect responds that it is likely but not verifiable.
- 2) Brewster Fire Station – Will the sloped southern roof be considered for solar? Can an array be developed on the pitched/shingle roof of the facility? YES, but solar modules visible from Route 6A cannot have aluminum frames as the Old King's Highway Commission requests a darker module/frame for aesthetics. Note that for this project, appearance to get the permit from OKH will be required with a presentation of plans and evidence of compliance.
- 3) Brewster Captain's Golf Course Small Lot – Will the SM parking lot be included in the bid or will it be eliminated? Has a decision been made? Has PV facility #4 been officially removed as a viable PV site? PV facility #4, the small parking lot at Captain's Golf Course is no longer a project in CVEC's PV/Storage Initiative Round 4. It has been officially removed from the Round 4 RFP project list due to existence of leaching field beneath the lot.
- 4) Brewster Captain's Golf Course Large Lot – Does the LG parking lot suffer from leaching as the SM parking lot? NO
- 5) Brewster Captain's Golf Course Large Lot- Does CVEC intend on utilizing a Front of the Meter or Behind the Meter installation at this site? This will be a Behind-the-Meter PV installation.
- 6) Brewster Captain's Golf Course Large Lot- Is Front of the Meter at this site an option? NO
- 7) Brewster Captain's Golf Course Large Lot- Is tree clearing at the southern edge of large parking lot permitted? NO
- 8) Brewster Captain's Golf Course Large Lot- Can an additional single row solar canopy be added on the northern edge? YES. The project description page has been modified to show the potential for the addition.
- 9) Brewster Captain's Golf Course Large Lot- Can the trees and the dirt be removed and the lot paved so the entire lot is flat? YES.
- 10) Brewster Captain's Golf Course Driving Range – Does CVEC intend on utilizing a Front of the meter or Behind the meter installation at this site? This will be Ahead/Front of-the-Meter PV installation.

- 11) Brewster Captain's Golf Course Driving Range – Is Front of the Meter at this site an option? **YES**
- 12) Brewster Captain's Golf Course Driving Range – Could you mark the exact area on a map for which the ground mount will be extended? **There is to be no extension beyond the site diagram currently mapped on the project description page. Discussion of an extension while on the site visit is no longer being considered.**
- 13) Brewster Captain's Golf Course Driving Range – Is there any utility bill for this site? **NO**
- 14) Brewster Captain's Golf Course Driving Range – Is tree removal permitted on this site? **YES**
- 15) Captain's Golf Course Driving Range – Does the municipality intend to enforce setbacks off of Commerce Park Road? **YES**
- 16) Harwich Public Safety - Is tree removal permitted on this site? **YES**
- 17) Harwich Public Safety - Can array on grass be a ballasted array? **Array on grass is meant to match existing arrays on grass for uniform appearance.**
- 18) Harwich Community Center - Can small trees adjacent to Oak Street be removed? **Trees can be removed, particularly on the south end of the parking lot; however some of the other trees were part of the site plan review approval. At the very least a request through the waiver of site plan process would be required and additional trees may need to be planted elsewhere on the site. Please note the addendum posted 2/22/19 reflecting the change to the project description indicating no solar canopy is to be installed directly across from Community Center's main entry way.**
- 19) Harwich Community Center - Would CVEC consider a front of the meter system given the small on-site load? **YES, as long as a battery for resilience can still be incorporated if intended to be part of respondent's proposal.**
- 20) Harwich Cranberry Valley Golf Course – Please provide the Harwich Cranberry Golf facility electric bill. **There are two potential PV installations to be located at the Harwich Cranberry Valley Golf Course. Both potential installations have relevant electric bills posted as part of the RFP and can be reviewed on the CVEC website at:**  
<http://www.cvecinc.org/wordpress/projects/>
- 21) Harwich Cranberry Valley Golf Course – Roof & Ground Mounts - Is it a requirement that we upgrade from single to three-phase onsite? **NO**
- 22) Harwich Cranberry Valley Golf Course – Roof & Ground Mounts - Please verify any 3-phase upgrade costs will not be counted towards interconnection costs? **Any 3-phase upgrade costs will not be counted towards interconnection costs.**

- 23) Harwich As of Right PV Site – Is there any utility bill for this site? NO
- 24) Harwich As of Right PV Site – Could you provide drawings (AutoCAD is preferred) showing the contours for this site? NO. Contour plans are not provided by CVEC.
- 25) Harwich As of Right PV Site – Where will the access road be located? The access road will be along Factory Road.
- 26) Monomoy Regional High School – Is all the roof available for solar or only the area that the drawings mention for future solar PV? Only the area designated as on the drawings indicating for future solar PV.
- 27) Oaks Bluffs Capped Landfill – Is solar installation only on green sections shown on revised PDF document? YES, based on engineering assessment of gradations and need to avoid drag on cap. Alternative engineering could prove otherwise and, if the DEP approves an alternative, the alternative would be acceptable.
- 28) Oaks Bluffs Capped Landfill - Would you be able to provide the drawings for the landfill as shown in the revised PDF? The question is unclear to CVEC. The drawing is included on the revised Oak Bluffs Capped Landfill PV description page.
- 29) Oaks Bluffs Capped Landfill - Can you please provide topography? AutoCAD is preferred, but PDF or a scanned copy can suffice. A PDF is now mounted on the CVEC website, <http://www.cvecinc.org/wordpress/projects/>, and can be found in red under the Oak Bluffs Capped Landfill heading.
- 30) Oak Bluffs Capped Landfill - What is the intended use of a microgrid at the Oak Bluffs landfill site? The intended use is to reduce electrical costs at the three adjacent town facilities, i.e., the Waste Treatment plant, the Transfer Station, and the Department of Public Works Barn. The microgrid would relay the power from the PV on the capped landfill to all three facilities as a Behind-the-Meter feed. Resilience through inclusion of a battery for one or more of the facilities would also be desirable. However, the economics of the proposed microgrid must outweigh the economics of virtual power to the adjacent facilities in the form of net metering credits.
- 31) Oak Bluffs Capped Landfill – Can you please comment on why the microgrid is no longer desired? The comment was made during the site visits that the power runs to the three facilities would prove uneconomic. The elimination of the microgrid was made to provide clear guidance to all respondents.
- 32) Oak Bluffs Capped Landfill – Is it worthwhile for bidders to still promise the microgrid as an add-alternative? CVEC is still interested in the microgrid solution if it is viable. Providing a microgrid proposal as an alternative is encouraged.

- 33) Oak Bluffs Capped Landfill – What is the annual load kW/hours for the WWTP? ~ 11,200 kWh/year
- 34) Oak Bluffs Capped Landfill - Can the landfill cap be penetrated? NO.
- 35) Oak Bluffs Capped Landfill - Are there multiple meters onsite? YES. If so, what are the loads per meter? Please refer to individual project description pages for the Waste Treatment Plant, Transfer Station, and DPW facility available on the CVEC website, <http://www.cvecinc.org/wordpress/projects/>, for loads.
- 36) Oak Bluffs Elementary School – Would you like developers to include the roof replacement in the project costs? NO.
- 37) Oak Bluffs Elementary School – Is tree removal permitted to the South of the facility to eliminate shading on the proposed array? Tree elimination is possible but will have to go through planning board approval.
- 38) Oak Bluffs Elementary School – Is an electric one-line diagram available? Links to electronic files with drawings and specs are now available on the CVEC website, <http://www.cvecinc.org/wordpress/projects/>, in red under the Oak Bluffs Elementary School heading.
- 39) Oak Bluffs Elementary School – Do you have design drawings for the new work to alert of fall protection and walk pads? The link to the design drawings for the new roof and new equipment for installation on Oak Bluffs Elementary School is now available on the CVEC website, <http://www.cvecinc.org/wordpress/projects/>, in red under the Oak Bluffs Elementary School heading.
- 40) Sandwich Hollows Golf Club – Could you pinpoint the desired location for the battery? The location is not predetermined. The project description page specifies that fencing will need to surround the battery.
- 41) Sandwich Hollows Golf Club - Carport Preference: Do you prefer a carport with rows and spaces in-between or would CVEC prefer a long span to cover the golf cart parking lot in its entirety? The town requests the most protection from the elements as possible but wishes it at least cost. An additional request from the town is that the design include the minimum obstructions or columns within the footprint as possible, due to the need to crowd the golf carts into the dedicated space.
- 42) Sandwich Hollows Golf Club - Can trees be removed to eliminate shading? NO.
- 43) Sandwich Police Station – Could you provide drawings showing the elevation (height of roofs) of the building? A link to electronic files with drawings is now available on the CVEC website, <http://www.cvecinc.org/wordpress/projects/>, in red under the Sandwich Police Station heading.

- 44) Sandwich Police Station – Can trees be removed? **NO.**
- 45) Sandwich High School - Can trees be removed to the South West and North East of the Site to eliminate shading? **YES. Removal may need Old King’s Highway Historic Commission approval, but OKH committee was supportive of the PV installation when provided a preliminary presentation by CVEC and town.**
- 46) Sandwich High School - Must construction be staged and are we permitted to construct during the school year? **Construction is permitted during the school year.**
- 47) Sandwich High School - Can we interconnect to transformer at the North East Side of the building? **The question is unclear to CVEC as we are unsure from which authority permission or direction is being sought.**
- 48) Sandwich Forestdale School - Could you pinpoint the desired location for the battery? **The location is not predetermined. The project description page specifies that fencing will need to surround the battery.**
- 49) Sandwich Forestdale School - Can trees be removed to eliminate shading? **YES, for Accessory Building PV installation.**
- 50) Sandwich Oakridge School - Can trees be removed to eliminate shading? **NO.**
- 51) Yarmouth Parcel E/Yarmouth Septage Treatment HQ – Both ask for a battery to be located outside the Septage HQ. Please clarify if one battery or two batteries required? **One battery is requested for Headquarters building resilience.**
- 52) Yarmouth Parcel E/Yarmouth Septage Treatment HQ – Any desired location for the battery? **None specified.**
- 53) Yarmouth Parcel E/Yarmouth Septage Treatment HQ - What are DOT setbacks off of highway and exit ramp? **it appears that the property is located in the B-1 and R-40 zoning districts.**

**Without a survey it is difficult to be 100% certain.**

**Presumed setbacks:**

**B-1**

**Front - 30'**

**Side - 25'**

**Rear - 20'**

**R-40**

**Front - 30'**

**Side - 20'**

**Rear - 20'**

It is considered that the off ramp and Route 6 would be considered front.

- 54) Yarmouth Parcel E/Yarmouth Septage Treatment HQ - Electrical consumption on 1-pager is not correct. Can you confirm the consumption? ~ 1,343,560 kWh/ annually