

Part II (a)
Proposal Certification and authorization (Appendix D)

A proposal will be considered incomplete unless all required signatures are provided.

The undersigned certifies that he or she is an authorized officer or other authorized representative of the Bidder, and further certifies that: (1) the Bidder has reviewed this RFP and all attachments and has investigated and informed itself with respect to all matters pertinent to this RFP and its proposal; (2) the Bidder's proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws; (3) the Bidder is bidding independently and that it has no knowledge of the substance of any proposal being submitted by another party in response to this RFP other than a response submitted by the bidder's affiliate of for a project where the Bidder is also a project proponent or participant, and notice of each such affiliated bid or project must be disclosed in writing with each of the Bidder's and affiliated bidder's proposal; (4) the Bidder has no knowledge of any confidential information associated with development of the RFP; (5) the Bidder's proposal has not been developed utilizing knowledge of any non-public information associated with the development of the RFP; (6) the Bidder has not obtained any confidential bidding-related information directly or indirectly from any of the Distribution Companies, in preparation of its bid; and (7) except as disclosed by the Bidder in the relevant portions of its response, the Bidder is not an Affiliated Company of any Massachusetts investor-owned electric Distribution Company and no Distribution Company which is seeking proposals pursuant to the RFP has a financial or voting interest, controlling or otherwise in the bidder or the bidder's proposed project.

Violation of any of the above requirements may be reported to the appropriate government authorities and shall disqualify the Bidder from the RFP process.

The undersigned further certifies that the prices, terms and conditions of the Bidder's proposal are valid and shall remain open for at least 270 days from the submission date.

The undersigned further certifies that he or she has personally examined and is familiar with the information submitted in this proposal and all appendices thereto, and based on reasonable investigation, including inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of the undersigned's knowledge and belief.

The undersigned understands that a false statement or failure to disclose material information in the submitted proposal may be punishable as a criminal offense under applicable law. The undersigned further certifies that that this proposal is on complete and accurate forms as provided without alteration of the text. The undersigned further understands and agrees to the provisions of this RFP related to confidential information, and consents to the limited exchange and sharing of confidential information related to the Bidder's proposal as described in this RFP, including with members of the

See signed Certification form provided seperately

Bidder or Bidder's Authorized Representative

Michael U. Alvarez

Print or Type Name

Weaver Wind

Project Title(s) as Submitted to the Soliciting Parties

Chief Operating Officer

7/26/2017

Title

Date

Part II (b)
Bidder and Contact Information

Contact Information For Project	
Name	Adam Horwitz
Mailing Address	Longroad Energy 133 Federal St, Boston, MA 02110
Courier Address (If Different)	
Telephone Number	
Fax Number	
E-mail Address	

Alternate Contact (Optional)	
Name	Matt Kearns
Mailing Address	Longroad Energy 428 Fore St, Portland, ME 04101
Courier Address (If Different)	
Telephone Number	
Fax Number	
E-mail Address	

Part III (a)
Proposal Compliance

Bidder Name _____ Longroad Energy Partners, LLC _____

Project Title _____ Weaver Wind _____

Please check the bid category for this proposal per the following definitions in the RFP:

- ☐ 2.2.1.3 (i) CLEAN ENERGY GENERATION FROM INCREMENTAL HYDROELECTRIC GENERATION VIA LONG TERM CONTRACT
- ☒ 2.2.1.3 (ii) CLEAN ENERGY GENERATION FROM NEW CLASS I RPS ELIGIBLE RESOURCES VIA LONG TERM CONTRACT
Complete Part V-RPS Class I
- ☐ 2.2.1.3 (iii) CLEAN ENERGY GENERATION AND CLASS I RECs/ENVIRONMENTAL ATTRIBUTES VIA LONG TERM CONTRACT FROM A COMBINATION OF AN INCREMENTAL HYDROPOWER GENERATION AND NEW CLASS I RPS ELIGIBLE RESOURCES
- ☐ 2.2.1.3 (iv) CLEAN ENERGY GENERATION FROM INCREMENTAL HYDROPOWER GENERATION AND/OR NEW CLASS I RPS ELIGIBLE RESOURCE WITH CLASS I RECS AND/OR ENVIRONMENTAL ATTRIBUTES VIA LONG TERM CONTRACT WITH A TRANSMISSION PROJECT UNDER FERC TARIFF
 - ☐ Clean Energy Generation From Incremental Hydroelectric Generation (With or Without Environmental Attributes) Via Long Term Contract With a Transmission Project Under FERC Tariff
 - ☐ Clean Energy Generation From New Class I RPS Eligible Resources (With or Without RECs) Via Long Term Contract With a Transmission Project Under FERC Tariff
 - ☐ Clean Energy Generation and Class I RECs/Environmental Attributes Via Long Term Contract From A Combination of Incremental Hydropower Generation and New Class I RPS Eligible Resources With a Transmission Project Under FERC Tariff

Part III (b)
Definitions

Provide a summary description of the following:

How this proposal meets the definition of "Clean Energy Generation"

The project meets the definition of Clean Energy Generation as a new Class I RPS eligible resource.

How this proposal meets the definition of "New Class I RPS Eligible Resource", if applicable

As a new wind project directly interconnecting to the ISO-NE transmission system, the project is expected to qualify for Massachusetts Class I RPS. Also the project is not expected to commence commercial operation prior to the date of execution of a long-term contract resulting from this RFP.

How this proposal meets the definition of "Energy storage system", if applicable

N/A

How this proposal meets the definition of "Environmental Attribute", if applicable

N/A

How this proposal meets the definition of "Firm Service Hydroelectric Generation", if applicable

N/A

How this proposal meets the definition of "Incremental Hydroelectric Generation", if applicable

N/A

How this proposal meets the definition of "Delivery", "Deliveries", "Deliver", or "Delivered"

Clean Energy Generation from the project is expected to be recognized in the New England Control Area as injected in the New England Control Area at a specified and agreed upon pricing node, specifically the generator asset node applicable to an internal resource.

Part III (c)
Bid Overview and Bid Fee

Bidder Name Longroad Energy Partners, LLC

Project Title Weaver Wind

What is the maximum hourly delivery amount in MW? 72.6

This Section For a Proposal 2.2.1.3 (i), (ii), (iii), (iv)

Name of Eligible Facility (if multiple facilities, enter "Multiple Facilities"):

Three Corners Solar

Pricing Proposal	Additonal		Products Offered			Use Form
	Price Offer?	Term in Years	Energy	RECs	Environmental Attributes	
1	Included					Part VI (a)
2	Yes					Part VI (b)
3	No					Part VI (c)
4	No					Part VI (d)
5	No					Part VI (e)
Alternative	No					Part VI (f)
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Additional Price Offers 1 </div>						

Bid Fee Basic (includes one pricing offer)	\$	27,225
<u>Bid Fee for additional pricing offers</u>	<u>\$</u>	<u>10,000</u>
Total Bid Fee	\$	37,225

Bid Fee Instructions

The bid fee is payable to each of the Electric Distribution Companies as follows:

	Percent Allocation	Payment Amount
Eversource Energy	53.15%	\$ 19,785.09
National Grid	45.72%	\$ 17,019.27
UNITIL	1.13%	\$ 420.64
	<u>100.00%</u>	<u>\$ 37,225.00</u>

Part IV (a)
Eligible Facility Summary Information

Facility Name Weaver Wind

Guaranteed Commercial Operation Date
(for new facility or proposed modification)

Actual Commercial Operation Date N/A
(for existing facility)

For evaluation purposes, the term is assumed to start on the first day of the first full calendar month beginning on or after the Proposed Delivery Term Start Date or the Guaranteed Commercial Operation Date as applicable, as shown to the right:

01/00/1900

Capacity of the Facility (MW, as proposed) 72.60 Gross 72.60 Net

Contract Maximum Amount (as defined in Form PPA) 72.60 MWh/hr
(note: the aggregate entitlement percentage of all buyers)

Estimated Net Capacity Factor (%) %

Expected Annual Availability (%) %

Buyers' Percentage Entitlement of facility output 100 %
Enter Percent relative to entire Facility, not Seller's entitlement if part owner

Is the Buyer's Percentage Entitlement scalable downward in the event that acceptance of the full amount offered would result in exceedance of the target procurement amount?

What is the minimum Buyer's Percentage Entitlement acceptable ? %
(for proposal with multiple facilities, scale down is same % across all facilities)

Project Site/Location:	Street		
	City		
	State/Prv	ME	Zip

Proposed Interconnection Point

Proposed Point of Delivery

ISO New England Load Zone for Proposed Delivery Point 4001 .Z.MAINE

Part IV (b)
Firm Service Hydroelectric Facility Summary Information

Guaranteed Delivery Term Start Date _____

Contract Maximum Amount (as defined in Form PPA) _____ MWh/hr

Amount entered should reflect the highest MWh per hour value of the Clean Energy Generation

	Name of Facility	Location
Facility #1		
Facility #2		
Facility #3		
Facility #4		
Facility #5		
Facility #6		
Facility #7		

	Commerical Operation Date	Technology	Nameplate Rating of Facility (MW)
Facility #1			
Facility #2			
Facility #3			
Facility #4			
Facility #5			
Facility #6			
Facility #7			

Proposed Interconnection Point _____

Point of Delivery (ISO-NE PTF Node) _____

ISO New England Load Zone for Proposed Delivery Point _____

Part IV(c)
Firm Hydro Resource Summary Information

For bids including energy from Firm Hydro resources, please provide the following:

**Name of Class I Facility [from Part IV(a)] that
will be firmed up with Incremental Hydroelectric
Generation:**

Nameplate rating of above Class I Facility:

Delivery Point of above Class I Facility:

Please note: The firming energy from the Incremental Hydroelectric Generation facility listed below must be delivered to the Delivery Point of the Class I Facility listed above.

Describe how the Incremental Hydroelectric Generation resource(s) listed below will be used to firm up energy deliveries from the above Class I Facility. Please be very specific. If a dispatchable resource, provide the availability factor for each resource, describe how the Incremental Hydroelectric Generation resource(s) will be scheduled to firm up deliveries from the Class I Facility, and indicate to what extent the combination of the Class I Facility and the Incremental Hydroelectric Generation Resource(s) will provide firm energy deliveries.

Name of Balancing Resource	Commercial Operation Date	Technology	Nameplate Rating of Balancing Resource (MW)

PLEASE NOTE: Generation production information must be provided in Part V (a) and V (b) for each Class I Facility using the Part V-Intermittent form. For each Incremental Hydroelectric Generation resource, Part V (a) and V (b) must be completed using the Part V-Firm Hydro form. The resulting combined delivery profile must be provided using the Part V-Combination form. Duplicate the worksheets as needed.

Part V (a)
Operational Information - 12 X 24 Profile
RPS Class I Resource

Facility Name Weaver Wind

HOURLY GENERATION in MW - 12 Months by 24 Hours For Representative Day For Each Month

HE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												

NOTE: Intermittent Resources must use the P50 Level (Probability Distribution of Output)

Part V (b)
Guarenteed Winter Peak Delivery
RPS Class I Resource

Facility Name Weaver Wind

Pursuant to section 2.2.2.7, bidders of new RPS Class I resources are required to guarentee that 70 percent (70%) of energy in their delivery profile of the Winter Peak Period is delivered over the course of every Winter Peak Period, defined as the months of January, February, and December, and peak hours ending 0800 to hour ending 2300 Monday through Friday, excluding North American Reliability Corporation holidays.

Representative Guarenteed Winter Peak Delivery _____ MWh
(illustrative)

Reference section 2.2.2.7, selected bidders that do not satisfy the guaranteed delivery requirements for their resource type will be responsible for liquidated damages, for the energy not delivered, for the associated REC's and/or environmental attributes not provided, and, as applicable, for associated transmission infrastructure support costs.

Notes:

The hourly output profile above will be summed into monthly peak and off-peak quantities via a uniform conversion. The conversion factors and resulting amounts, prior to applying the adjustment factors, are shown below in Part V (Informational).

Various Uses of Part V:

RPS Class I Resources

Enter the P50 output level of the resource. If the proposal is for more than one facility, copy and complete Part V-RPS Class I for each resource.

RPS Class I Resources with Energy Storage

Enter the P50 output level of the resource without the Energy Storage. If the proposal is for more than one facility, copy and complete Part V-RPS Class I for each resource without the Energy Storage. Also copy and complete Part V-Firm for each firm hydroelectric generation resource. Finally, copy and complete a Part V for the aggregate hourly amount of all resources including the Energy Storage/Balancing Energy.

Firm Hydro

Complete Form Part V-Firm Hydro. If the proposal is for more than one firm hydro facility, copy and complete Part V-Firm Hydro for each resource.

Firm Energy

This is intended for an RPS Class I resources that is to be firmed up with firm service hydroelectric generation. Complete Form V-Firm Energy for the Firm Energy associated with a proposal. If the proposal includes multiple facilities that will be fired up with firm service hydroelectric generation, copy and complete Part V-Firm Energy for each resource.

Combination Bids

If the proposal includes a combination of RPS Class I Resources and firm hydroelectric generation, complete forms Part V-Firm Hydro, Part V-RPS Class I, Part V-Firm Energy, and Part V-Combination for the complete proposal delivery profile.

Part V (c)

Operational Information - Maintenance Profile

Facility Name Weaver Wind

MONTHLY ADJUSTMENT FACTORS AS PERCENTAGE OF EXPECTED PRODUCTION

Enter factors in decimal format, where 1 equals no adjustment (i.e. a decrease of 2% should be entered as 0.98)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												

IMPORTANT: These factors are for specific months and years. The first entry must coincide with the project start date.

Notes:

The adjustment factors in each contract month above will be applied to capture changes in monthly output production for variations associated with maintenance, degradation, or other changes in output. For example, land fill gas or solar may deplete or degrade from year to year and can be captured here, or a large scheduled outages are performed every 5 years.

If Part V (a) already reflects a forced outage rate or scheduled outage information, then Part V (b) should be left blank or contain a factor of 1 for each month in the above.

Part V (informational) Conversion Information

Average Number of Weekdays and Weekends used to convert hourly profiles

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Average Number of Weekdays

22.14	20.18	22.14	21.43	22.14	21.43	22.14	22.14	21.43	22.14	21.43	22.14
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Average Number of Weekend Days

8.86	8.07	8.86	8.57	8.86	8.57	8.86	8.86	8.57	8.86	8.57	8.86
------	------	------	------	------	------	------	------	------	------	------	------

Average Days

31.00	28.25	31.00	30.00	31.00	30.00	31.00	31.00	30.00	31.00	30.00	31.00
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Average NERC Holiday

1.00	-	-	-	1.00	-	1.00	-	1.00	-	1.00	1.00
------	---	---	---	------	---	------	---	------	---	------	------

Generation Conversion Prior to Monthly Adjustment Factors

Sum of Generation HE 1-7, 24

[illegible]

Sum of Generation HE 8-23

[illegible]

Sum of Generation HE 1-24

[illegible]

Average Monthly On-Peak Generation (prior to monthly adjustment factors)

0 1 2 3 4 5 6 7 8 9 10

Average Monthly Off-Peak Generation (prior to monthly adjustment factors)

[illegible]

Total Generation (prior to monthly adjustment factors)

0 0 0 0 0 0 0 0 0 0 0

Winter Peak Period Deliveries

[illegible]

Balance Check

[illegible]

Part VI (a)
Pricing Information

Project Title **Weaver Wind**

Contract Year	Energy Price		REC Price
	\$/MWh		\$/REC
	Peak	Off-Peak	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

- 1) On-Peak is defined as hours ending 8 through 23 Monday through Friday, excluding NERC holidays. Off Peak is defined as all other hours.
- 2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.

Part VI (b)
Pricing Information

Project Title **Weaver Wind**

Contract Year	Energy Price		REC Price
	\$/MWh		\$/REC
	Peak	Off-Peak	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

- 1) On-Peak is defined as hours ending 8 through 23 Monday through Friday, excluding NERC holidays. Off Peak is defined as all other hours.
- 2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.

Part VI (c)
Pricing Information

Project Title **Weaver Wind**

Contract Year	Energy Price		REC Price
	\$/MWh		\$/REC
	Peak	Off-Peak	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
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18			
19			
20			

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

- 1) On-Peak is defined as hours ending 8 through 23 Monday through Friday, excluding NERC holidays. Off Peak is defined as all other hours.
- 2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.

Part VI (d)
Pricing Information

Project Title **Weaver Wind**

Contract Year	Energy Price		REC Price
	\$/MWh		\$/REC
	Peak	Off-Peak	
1			
2			
3			
4			
5			
6			
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19			
20			

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

- 1) On-Peak is defined as hours ending 8 through 23 Monday through Friday, excluding NERC holidays. Off Peak is defined as all other hours.
- 2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.

Part VI (e)
Pricing Information

Project Title **Weaver Wind**

Contract Year	Energy Price		REC Price
	\$/MWh		\$/REC
	Peak	Off-Peak	
1			
2			
3			
4			
5			
6			
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20			

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

- 1) On-Peak is defined as hours ending 8 through 23 Monday through Friday, excluding NERC holidays. Off Peak is defined as all other hours.
- 2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.

Part VI (f)
Alternative Pricing Information

Project Title **Weaver Wind**

Please provide a description of the alternative pricing including formulas and examples, etc. Any index used in a pricing formula must be energy related and publicly available. See Section 2.2.1.4 of the RFP.

Duplicate this worksheet as needed for each Class I facility and/or Incremental Hydroelectric Generation resource included in bid.

Notes:

Peak is defined as all other hours.

2) Prices for energy and/or RECs may not decrease from one Contract Year to the next.



Part VII
ISO-NE Forward Capacity Market

Facility Name Weaver Wind

Technology Type Onshore Wind

Status of Facility Development

Does the Facility have a Capacity Supply Obligation in the ISO-NE Forward Capacity Market?

No

If yes above, provide the MW of Capacity Supply Obligation prior to any proration for the following periods below:

Enter MW values prior to any entitlement

	Summer MW	Winter MW
June 2018 through May 2019	<u> </u>	<u> </u>
June 2019 through May 2020	<u> </u>	<u> </u>
June 2020 through May 2021	<u> </u>	<u> </u>
June 2021 through May 2022	<u> </u>	<u> </u>

If the Facility does not currently have a Capacity Supply Obligation, has the Facility completed the ISO-NE Preliminary Overlapping Impact Studies, identified the needed upgrades, and included these upgrades as part of your bid?

If yes, please explain:

If the Facility does not currently have a Capacity Supply Obligation, does the Facility intend to qualify, clear and take on a Capacity Supply Obligation for a future ISO-NE Forward Capacity Auction?

If yes, provide the MW of expected qualified capacity and the first Capacity Commitment Period for which the Facility will have a Capacity Supply Obligation:

<u>First Capacity Commitment Period</u>	Summer	Winter
June 20xx through May 20yy	MW <u> </u>	MW <u> </u>

(Change xx and yy to reflect first Capacity Commitment Period)

Part VIII
Contract Information

Facility Name Weaver Wind

The following Detailed Information Request for Projects is provided in order to facilitate the completion of a Power Purchase Agreement ("PPA") with the EDCs, should your project be selected as a winning bidder.

1) Project description including location:

a) Legal Name of Entity to be the Seller (Preamble):

Weaver Wind, LLC

b) Type of Organization (e.g., Corporation, LLC, Partnership) (Preamble)

LLC

c) Jurisdiction of Organization (Preamble and Section 7.2(a)):

Delaware

d) Technology: (Exhibit A of PPA):

Onshore Wind

e) Name of Facility: (Exhibit A of PPA)

Weaver Wind

f) Address of Facility: (Exhibit A of PPA)

, , ME

g) Guaranteed Commercial Operation Date: (Second Whereas clause and §3.1(a)(iv) of Class I PPA):

h) Guaranteed Delivery Term Start Date: (Definitions - Article 1 of Firm PPA):

N/A

i) Buyer's Percentage Entitlement: (Definitions- Article 1 of Class I PPA)

100 % of Products from the Facility to be delivered to Utility

- A fixed percentage of Energy and/or RECs to be sold to the contracting EDC. The Class I PPA is unit contingent and does NOT permit a fixed quantity of Products (e.g., the first "X" MWh of energy in any given hour) to be sold to the contracting EDC.

j) Contract Maximum Amount: (Definitions- Article 1)

72.6 MWh per hour of Energy and/or associated RECs.

Part VIII (Continued)
Contract Information

2) Critical Milestones (Section 3.1 of Class I PPA) – Please provide the date by which each of the following milestones will be achieved:

(i) Receipt of all Permits necessary to construct the Facility, as set forth in Exhibit B to the contract, in final form

Date:

(ii) Acquisition of all required real property rights necessary for construction and operation of the Facility, interconnection of the Facility to the Interconnecting Utility, and performance of Seller's obligations under this Agreement as set forth on Exhibit B to the contract

Date:

(iii) Demonstration of the financial capability (whether through third party financing to Seller or Seller's own financial assets) to proceed with the development and construction of the Facility, including, as applicable, Seller's financial obligations with respect to interconnection of the Facility to the Interconnecting Utility and construction of the Network Upgrades

Date:

(iv) Issuance of a full notice to proceed by Seller to its general contractor and commencement of construction of the Facility

Date:

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3) Notices (Section 17)

To Seller:

(optional) With a copy to:

Weaver Wind, LLC	
c/o Longroad Energy	
133 Federal St, Boston, MA 02110	
Attention: Adam Horwitz	

4) Description of Facility (Exhibit A)

Please other descriptive details [such as Operational Limitations and criteria for substantial completion of the Facility] as specified by Seller in its response to the RFP. If none, enter "none")

Part VIII (Continued)
Contract Information

5) Seller's Critical Milestones for New Facilities or Proposed Upgrades (Class I PPA)

[illegible][illegible]

Part VIII (Continued)
Contract Information

6) Seller's Information for Existing Facility

[illegible]