Responses to Questions:

Item #1 – Confirm whether Massport is willing to enter into an on-bill credit or net metering credit agreement with the selected contractor under either a Community Solar or Public Entity adder project. If Massport would be interested in entering into an off-take agreement with the contractor please provide the annual kWh consumption and annual cost for all National Grid meters to be considered for credit allocation.

Summary of Question: Is Massport interested in entering into a NMCPA or on-bill credit agreement?
Response: Massport is currently interested in leasing the land referenced in RFP and not participating in a NMCPA or receiving on-bill credits. Massport would be open to serving as an anchor off-taker for a community shared solar project or in direct purchase of electricity from the proposed installation.

Item #2 – Is Massport considered a municipality or other government entity as described in 225 CMR 20.02 under the definition for Public Entity Solar Tariff Generation Unit?

Summary of Question: What would Massport be classified as under the SMART tariff?
Response: Massport would be classified as a public entity. Its DPU Public ID is 0449.

Item #3 – Based on Massachusetts Oliver GIS and parcel lines provided in the RFP attachments, proposed systems 1 and 3 appear to be on the same parcel with parcel ID 3 D4 0. Siting two separately interconnected projects on a single parcel is in violation of 225 CMR 20.05(g)4. We request that Massport re-evaluate the proposed systems on this project site or provide confirmation that systems 1 and 3 are on different parcels.

Summary of Question: Request clarification on parcel boundaries of proposed systems 1 and 3 from the RFP.
Response: The RFP shows development potential. Sites 1 and 3 are on the same property, and it is up to the developer to choose which site(s) it would seek to develop.
Item #4 – 225 CMR 20.05(f) states no more than one project may be qualified on a single parcel or contiguous parcel. SMART Land Use and Siting Guidelines, finalized April 26, 2018, further defines contiguous parcels as contiguous if they are separated from other land under the same ownership by a public or private right of way. According to this definition, all proposed systems are located on contiguous parcels. By this definition only a single system could qualify for SMART. As a resolution, has Massport consulted with MA DOER to allow for a waiver for good cause from this rule to allow for more than 1 system?

Summary of Question: Has Massport sought clarification from DOER about a waiver for proposed systems on a contiguous parcel of land?
Response: Massport has not sought clarification from DOER at this time. The developer is invited to submit a good cause exception to DOER.

Item #5 – A surety bond is required of the selected bidder. At what time must the surety bond be posted and how will the amount of the surety bond be calculated?

Summary of Question: What is the value of the required surety bond and at what time will it be required?
Response: Massport shall require the selected Contractor to file a payment or performance bond relating to the installation of the PV system in an amount equal to 100% of the estimated contract value from a surety company licensed to do business in the Commonwealth and whose name appears on U.S. Treasury Department Circular 570.

Item #6 – The bidder is required to provide a method for setting guaranteed output, if Massport is only interested in a lease, this is not applicable and we suggest it is removed as a response requirement.

Summary of Question: Suggestion to not include a production guarantee.
Response: Suggestion is noted.

Item #7 – Confirm the system owner (contractor) will not be accessed personal property tax or real estate tax on the operational system by the City of Leicester. It has been our experience that municipalities will exert their authority to access personal property and real estate tax on the solar systems installed on state owned land despite its tax exempt status. As a case study, the solar projects installed on MassDOT property have all entered into a structured tax agreement or PILOT with the municipality they are located in as an obligation of each municipality follow DOR guidance.
Summary of Question: Will the systems installed be subject to land tax despite Massport's tax exempt status?
Response: While the Authority cannot provide any assurance that a city or town won’t attempt to assess a tax on the solar project, it is our position that Worcester Airport and the uses and the tenants thereon are not subject to municipal real estate or personal property taxes.

Item #8 – The Site Lease indicates the lease shall be adjusted by fair market value every 5 years. How does Massport intend to determine fair market value? As a competitive bid it is likely the awarded lease rate will be above fair market value, how will this be handled as a result? We suggest this provision is stricken from the template site lease.

Summary of Question: How is fair market value to be assessed every 5 years, as referenced in the RFP? Request removal from the template lease.
Response: Please see the modifications made in Addendum 2.

Item #9 – I am reaching out to see if you would be able to send me a list of attendees from the pre-bid meeting yesterday for the A382-C1 Solar RFP.

Summary of Question: Please provide a pre-bid meeting attendance list.
Response: A list of respondents is provided at the end of this response as Appendix A.

Item #10 – Does Massport have a site survey we can look at/more information on the wetlands nearby? Also, do you have access to a topographic map we can use for reference?

Summary of Question: Please provide a site survey of the nearby wetlands and a topographical map of the area, if available.
Response: Wetlands were identified using the MassGIS tool OLIVER: http://maps.massgis.state.ma.us/map_ol/oliver.php. Massport does not have a topographical map available to share at this time.

Item #11 – On Page 8, can you please clarify the note that the “lease rate has to be reassessed and escalated at least every five years based on fair market value”?
Summary of Question: How is fair market value to be accessed every 5 years, as referenced in the RFP?
Response: Please see the answer to Item #8.

Item #12 – On Page 26, please confirm that the stamped drawings are not required at the time of submission, but rather post-award.

Summary of Question: Are stamped drawings required at time of submission or post-award?
Response: The selected Contractor shall be required to produce electrical designs stamped by a Professional Engineer licensed in the Commonwealth of Massachusetts post-award.
Item #13 – On Page 33, is the Commissioning Procedure plan required at time of submission? Usually this is developed later in the development process.

**Summary of Question:** When is the Commissioning Procedure plan required?

**Response:** The selected Contractor shall be required to produce the Commissioning Procedure plan post-award.

Item #14 – Is Massport interested in purchasing the system(s) in the future?

**Summary of Question:** Is Massport interested in purchasing the system(s) in the future?

**Response:** Massport is currently not interested in purchasing the system(s).

Item #15 – Please confirm whether prevailing wage is required.

**Summary of Question:** Is prevailing wage required?

**Response:** Please refer to Appendix M of the RFP for detailed prevailing wages.

Item #16 – In Appendix G, please clarify what taxes the contractor will be responsible for. It is our understanding from the pre-bid that Massport is tax exempt.

**Summary of Question:** What taxes are the contractor responsible for?

**Response:** Please see the answer to Item #7.

Item #17 – Is Massport exempt from local permitting requirements with the Town of Leicester?

**Response:** Yes.

Item #18 – Would ORH be amenable to a behind-the-meter project?

**Summary of Question:** Is Massport interested in a behind the meter project?

**Response:** There is no onsite load at any of the sites.

Item #19 – Does ORH own any additional land in the immediate vicinity of the sites that would be available for solar PV development?

**Summary of Question:** Does Massport own any additional land near the proposed sites?

**Response:** The sites listed in the RFP are the suitable sites Massport has available to develop that are not otherwise prohibited by FAA regulations.

Item #20 – What inverter type and sizes were assumed in the published layouts/IX app?

**Summary of Question:** What was the capacity assumed for the system layout and interconnection applications?

**Response:** The systems were modeled using Helioscope and used string inverters in the design.
The system sizes used for the Worcester West Airport sites were:

<table>
<thead>
<tr>
<th>Site</th>
<th>kW DC</th>
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<tbody>
<tr>
<td>Worcester West Airport Ground-mount Area 1</td>
<td>2,530</td>
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<tr>
<td>Worcester West Airport Ground-mount Area 2</td>
<td>1,530</td>
</tr>
<tr>
<td>Worcester West Airport Ground-mount Area 3</td>
<td>9,930</td>
</tr>
<tr>
<td>Worcester West Airport Ground-mount Area 4</td>
<td>1,710</td>
</tr>
</tbody>
</table>

**Item #21** – Given that the SMART program provides fixed 20-year payments for produced energy, periodic appraisals from the FAA inject uncertainty into the project economics. Is this a requirement that is subject to further review and discussion?

**Summary of Question:** Is the requirement of periodic appraisals of the system subject to further review and discussion?

**Response:** Please see the answer to Item #8.

**Item #22** – Please confirm whether all 4 proposed system locations are located on separate parcels. As discussed at the pre-proposal conference and from looking at GIS maps, it appears that Systems 1 & 3 are located on the same parcel, which generally wouldn’t be permitted by the MA SMART program unless they are behind a single interconnection point and are under 5 MW AC.

**Summary of Question:** Please confirm the systems are on separate parcels of land.

**Response:** Please see the answer to Item #3.

**Item #23** – What is Massport’s position on the fact that these parcels are contiguous parcels, and the MA SMART program has land use guidelines that generally prohibit or restrict siting multiple separate arrays on contiguous parcels? There is certainly a possibility that MA DOER would only allow a single 5 MW AC system across these parcels.

**Summary of Question:** What is Massport’s position on DOER’s stance on contiguous parcels of land hosting separate arrays?

**Response:** The parcels are contiguous, and Massport has not reached out to DOER to request an exemption to the land use regulations.

**Item #24** – What is the rationale for the RFP stating that these sites should qualify as Category 1 Land Use under the MA SMART program? These sites do not appear to fall under the Category 1 Land Use criteria, unless these parcels are located in a Solar Overlay District.

**Summary of Question:** Why does Massport believe the sites will be Category 1 Land Use under SMART?

**Response:** Massport assumes the site will qualify under Category 1 Land Use per 225 CMR 20.05(e)1.b.vi.
Item #25 - While there was some talk at the pre-proposal conference about Massport potentially being able to take some of the power (e.g. as part of a community solar arrangement), please confirm that what Massport ultimately wants bidders to provide through the RFP response is strictly lease payment revenue to Massport for the land.

**Summary of Question:** Please confirm the payment design Massport is interested in.

**Response:** At this time, Massport is interested in both direct credit purchase of electricity from an installed system and in direct lease payment revenue.

Item #26 - If bidders will be leasing the land from Massport and providing lease payments over the term of the lease, and then providing electricity to the grid and not providing any power directly to Massport or the airport, what is the logic for expecting a performance guarantee from the solar array(s)?

a. The RFP also references in Appendix D a mechanism for compensating Massport in the event of production shortfall. But again, if bidders are not providing any energy directly to Massport, then what are they being compensated for?

**Summary of Question:** Please provide some background for the performance guarantee being required for a leased project.

**Response:** Massport is interested in direct purchase of electricity (credit) from an installed system and the performance guarantee is being included to encourage high quality installation on Massport property.

Item #27 - The RFP states that for any leasing options, the FAA and Massport require that the lease rate be reassessed and escalated at least every 5 years based on fair market value. Can this be accomplished by bidders proposing a set annual escalator to the lease rate over the term? If this is just an open-ended potential for the lease rate to escalate, by an undetermined amount over time, then this would make the financing of these projects extremely difficult, if not prohibitive.

**Summary of Question:** Can an annual escalator satisfy the 5-year fair market value assessment?

**Response:** Please see the answer to Item #8.

Item #28 - What assumptions does Massport want bidders to hold when pricing these projects? The more assumptions that are provided, the easier it will be for Massport to evaluate bids and compare them to each other.

a. In the MA SMART program, National Grid is currently in Block 7, and very soon to be in Block 8. Is there a particular Block that you would like bidders to use for pricing?

b. Is there a particular Tranche that you would like bidders to use for any relevant Compensation Rate Adders?
c. Should bidders assume a 20-year term for pricing purposes?

d. Is there an interconnection cost assumption that you would like bidders to use? While you can still have bidders provide their anticipated interconnection costs, having all bidders use a particular number for pricing makes it more of an apples-to-apples comparison.

**Summary of Question:** What assumptions and term lengths does Massport want the bidders to use when bidding projects?

**Response:** Massport did not outline any assumptions for SMART Tariff assumptions and asks developers to use their best judgement and experience in the market to appropriately price the project(s). Bidders should assume a 20-year term for pricing purposes. For interconnection costs, bidders can reference the provided pre-interconnection application results, but should otherwise use their best judgement for interconnection costs. Assumptions can be included in pricing explanations.

**Item #29—** What is the rationale for the RFP stating that these sites should qualify as Category 1 Land Use under the MA SMART program? These sites do not appear to fall under the Category 1 Land Use criteria, unless these parcels are located in a Solar Overlay District.

**Summary of Question:** Why does Massport believe the sites will be Category 1 Land Use under SMART?

**Response:** Please see the answer to Item #24.

**Item #30 —** In Appendix C of the RFP, it talks about guaranteed Construction Commencement Dates and guaranteed Commercial Operation Dates. Given the status of the MA SMART program for National Grid (i.e. almost in Block 8 of 8), and the status of interconnection and area studies going on, it would be more difficult to provide a guaranteed construction commencement date.

a. This section also states that the Commercial Operation Date cannot be more than 12 months beyond the execution of the Management Services Agreement. Given the potential development timeline for these larger parcels, and the concerns mentioned above regarding MA SMART and National Grid interconnection, this does not seem like a reasonable time period.

**Summary of Question:** It will be difficult to guarantee a construction commencement date, and 12 months to COD from execution of Management Services Agreement does not seem reasonable time period.

**Response:** Massport notes the comment but the language of the RFP stands.

**Item #31 -** Have there been any discussions with the municipality about their willingness to enter into a Tax Stabilization Agreement/PILOT Agreement for the property taxes associated with the array? While it was mentioned at the pre-proposal conference that Massport didn’t think this was a concern, we
would be a private company owner of the solar array(s), and there is a high likelihood that the municipality would seek to impose property taxes on the array(s).

**Summary of Question:** Have there been discussions with the Town as to the tax implications of a privately-owned solar array(s) on Massport property?

**Response:** Please see the answer to Item #7.

**Item #32** - Are there any specific labor requirements (e.g. union labor, prevailing wage, days/times for work) that bidders must account for that Massport will require?

**Summary of Question:** What labor requirements must bidders account for the Massport site(s)?

**Response:** Please refer to Appendix M of the RFP for detailed prevailing wages.

**Item #33** – Are there any other potential costs that Massport may impose that bidders should account for?

**Summary of Question:** Will Massport be imposing any additional costs on bidders?

**Response:** At this time, Massport is interested in both credit purchase and lease payment revenue.

**Item #34** - What is the status of FAA approval?

**Response:** The preliminary system designs incorporate glare analysis and FAA transition zone boundaries. A permit with the FAA has not been pursued at this point.

**Item #35** - What level of risk is Massport willing to accept for interconnection costs?

**Response:** Massport is unwilling to accept any level of risk for interconnection costs.

**Item #36** - Is Massport interested in a direct ownership model, or being an off-taker for alternative on-bill credits?

**Response:** See response to Item #33.

**Item #37** - What are the parcel delineations for the four proposed sites?

**Response:** Please see the answer to Item #3. Sites 2 and 4 are on separate parcels.

**Item #38** - What entity owns the sites listed in the RFP?

**Response:** Massport owns the sites listed in the RFP.

**Item #39** - Are the parcels of the sites listed in the RFP contiguous?

**Response:** Yes.

**Item #40** - How are the systems designed?

**Response:** The preliminary designs account for wetlands buffers and FAA regulator keep outs such as glare restrictions and transition zones. The systems themselves are oriented south for optimal production.
Item #41 - Can the systems be designed larger than the preliminary designs?  
Response: Yes.

Item #42 - What is the intention of the 5-year fair-market value assessment?  
Response: Please see the answer to Item #8.

Item #43 - Are these sites within or outside the airport boundaries and will special badging be required?  
Response: The sites are outside the airport boundaries, in the Town of Leicester. No special badging will be required.

Item #44 - Will these sites need to go through site plan approval with the Town of Leicester?  
Response: No.

Item #45 - Will the systems be subject to taxation from the Town?  
Response: Please see the answer for Item #7.

Item #46 - Any current use for the sites?  
Response: No.
# Appendix A

## List of Attendees to Pre-Bid Conference

<table>
<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
<th>Email</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ben Bghiringhelli</td>
<td>Vanguard Energy Partners</td>
<td><a href="mailto:bghiringhelli@vepenergy.com">bghiringhelli@vepenergy.com</a></td>
<td>5083801577</td>
</tr>
<tr>
<td>Andrew Breiter-Wu</td>
<td>Breiter Planet Properties</td>
<td><a href="mailto:andrew@breiterplanet.com">andrew@breiterplanet.com</a></td>
<td>6173345785</td>
</tr>
<tr>
<td>John Beaunton</td>
<td>Greenskies</td>
<td></td>
<td>8609991862</td>
</tr>
<tr>
<td>Brian Smith</td>
<td>Verogy</td>
<td><a href="mailto:bsmith@verogy.com">bsmith@verogy.com</a></td>
<td>9192607825</td>
</tr>
<tr>
<td>Emily Byrne</td>
<td>Citizens Energy</td>
<td><a href="mailto:ebyrne@citizensenergy.com">ebyrne@citizensenergy.com</a></td>
<td>6179510418</td>
</tr>
<tr>
<td>Andrew Barry</td>
<td>Stantec</td>
<td><a href="mailto:andrew.barry@stantec.com">andrew.barry@stantec.com</a></td>
<td>7812211199</td>
</tr>
<tr>
<td>John Cannon</td>
<td>Onyx Renewables Partners L.P.</td>
<td><a href="mailto:jcannon@onyxrenewables.com">jcannon@onyxrenewables.com</a></td>
<td>6464157946</td>
</tr>
<tr>
<td>Paul DelMar</td>
<td>Ameresco</td>
<td><a href="mailto:pdelmar@ameresco.com">pdelmar@ameresco.com</a></td>
<td>8563083717</td>
</tr>
<tr>
<td>Greg Rosshirt</td>
<td>Borrego Solar Systems, Inc</td>
<td><a href="mailto:grosshirt@borregosolar.com">grosshirt@borregosolar.com</a></td>
<td>9782213104</td>
</tr>
<tr>
<td>Matt Dinisco</td>
<td>GESolar</td>
<td><a href="mailto:matthew.dinisco@ge.com">matthew.dinisco@ge.com</a></td>
<td></td>
</tr>
<tr>
<td>Kleo Taliadoros</td>
<td>Ameresco</td>
<td><a href="mailto:ktaliadoros@ameresco.com">ktaliadoros@ameresco.com</a></td>
<td></td>
</tr>
<tr>
<td>Mike Zimmer</td>
<td>Soltage</td>
<td><a href="mailto:mzimmer@soltage.com">mzimmer@soltage.com</a></td>
<td>5084942698</td>
</tr>
<tr>
<td>John Krawice</td>
<td>Industria Engineering</td>
<td><a href="mailto:mlotti@industrieng.com">mlotti@industrieng.com</a></td>
<td>7742700834</td>
</tr>
<tr>
<td>Priyanka Kandula</td>
<td>Onyx Renewables Partners L.P.</td>
<td><a href="mailto:pkandula@onyxrenewables.com">pkandula@onyxrenewables.com</a></td>
<td></td>
</tr>
<tr>
<td>Alex Young</td>
<td>Kearsarge Energy</td>
<td><a href="mailto:ayoung@kearsargeenergy.com">ayoung@kearsargeenergy.com</a></td>
<td></td>
</tr>
<tr>
<td>Henry Barrett</td>
<td>Kearsarge Energy</td>
<td><a href="mailto:hbarrett@kearsargeenergy.com">hbarrett@kearsargeenergy.com</a></td>
<td></td>
</tr>
<tr>
<td>Nick Picariello</td>
<td>Ace Solar</td>
<td><a href="mailto:nick@myacesolar.com">nick@myacesolar.com</a></td>
<td>5085057331</td>
</tr>
<tr>
<td>Topher Gudmand</td>
<td>Brightfields Development</td>
<td><a href="mailto:tgudmand@brightfieldsllc.com">tgudmand@brightfieldsllc.com</a></td>
<td>7815001388</td>
</tr>
<tr>
<td>Brian Tracey</td>
<td>Brightfields Development</td>
<td><a href="mailto:btracey@brightfieldsllc.com">btracey@brightfieldsllc.com</a></td>
<td>6178759079</td>
</tr>
<tr>
<td>Andrew Hamel</td>
<td>Weston &amp; Sampson</td>
<td><a href="mailto:Ahamel@westonsampson.com">Ahamel@westonsampson.com</a></td>
<td>9785321900</td>
</tr>
<tr>
<td>Eric Stevens</td>
<td>SunPower</td>
<td><a href="mailto:Eric.stevens@sunpower.com">Eric.stevens@sunpower.com</a></td>
<td>7745022662</td>
</tr>
<tr>
<td>Rob Brouillard</td>
<td>Mass. Electric Construction Co.</td>
<td><a href="mailto:rbrouillard@masselec.com">rbrouillard@masselec.com</a></td>
<td>6175158870</td>
</tr>
<tr>
<td>Jon Paulin</td>
<td>Paulin Construction</td>
<td><a href="mailto:jon@Paulininc.com">jon@Paulininc.com</a></td>
<td>9784223399</td>
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MASSACHUSETTS PORT AUTHORITY
JOHN P. PRANKEVICIUS
ACTING CEO & EXECUTIVE DIRECTOR