

## Remaining Comments for IPA/InClimate from Novel Energy Solutions, LLC:

### ***Draft Guidebook:***

#### ***Page 13***

**Parcel Splits:** The guidebook comments that “A parcel of land may not have been divided into multiple parcels in the two years prior to the project application (for the Adjustable Block Program), or bid (for competitive procurements) in order to circumvent this policy. If a parcel has been divided within that time period, the requirement will apply to the boundaries of the larger parcel prior to its division.”

We understand the need to avoid gaming the system, however, some landowners may have subdivided their parcels prior to entering into discussions with landowners. We respectfully suggest that developers have the opportunity to demonstrate that any subdivisions were done by the landowner, independent of their involvement with solar developers, and that the ABP Program Administrators use their discretion to provide a final determination on whether a parcel was subdivided for the purposes of the lottery or not.

#### ***Page 14:***

##### **Site Control:**

We want to confirm these are confidential, and we are redacting the confidential information, including, but not limited to, the financial pieces of the contract.

For the MN CSG S\*RCMN program, this was done to ensure site control and maintain confidentiality.

##### **Site Map:**

We submit Site Maps that are adequate for IAs, and they may not necessarily have the trenching etc., shown. As this cannot be completed until final design stage. This is outlined in our comments on the 5% move rule.

**Please see that language and solution.**

##### **Shading Study:**

This makes sense after a project is selected, as the incentives are paid off of production. However, in the next section, PVWatts is going to be estimating the production.

##### **Unintended Consequences:**

Extra paperwork, therefore, added costs on what may or may not become a live project.

We respectfully request a solution that addresses the understanding that the incentives are driven off of Estimates.

##### **Solution:**

Projects are submitted with the PV Watts estimates for the production.

Once a project is awarded the RECs, the developer will get a more detailed shading analysis, via Helioscope, for example. The caveat is that the production estimate cannot be larger than the original awarded PV Watts estimate. If it is, then the project can only receive the awarded estimate. If it is less, the remaining incentive can be rolled into the wait list. (i.e production can move from 100% to 80% but if it shows 90% from 95%, only 90% will be paid.)

A variation of this solution worked on the Made In MN program. If inverters or modules changed from lottery to build, the program allowed for changes as long as the new estimated production did not exceed the approved amount.

Since the incentives are paid off production estimates, this covers situations where a PVWatts over estimates production.

If this rule remains in, we request that a Helioscope is called out as a valid shading analysis model.

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**Application Fee:** Respectfully request that this is cut in half. We understand the reason is to ensure only valid projects are entered. In MN, the refundable deposits were the solution to that. We believe the documentation required to enter a project, along with the rules designed to prevent gaming, will achieve that end.

***Page 23:***

**Financing Structure:** Costs and financing are confidential. How can we ensure they remain so? As submitted in earlier comments, our company's confidential information was sent to competitors and others by a rouge government employee. Once it was out, we could not take it back.

***Marketing Guidelines:***

***Page 5:***

**7. Materials and information provided to customer.**

**Unintended consequences in all the informational and understanding of RECs.**

Too much information is as unproductive as too little. There is a happy medium. When working with customers, we educate them on the overall programs, their benefits, their obligations, what the terms and subscriptions mean, etc. This takes place over several meetings, calls, mailings etc. If we tried to get everything at once, or handed them a book of information, they would be overwhelmed and not even attempt to understand it. That defeats the purpose of what you are trying to ensure the customer knows everything.

Regarding understanding the RECs, as stated in the in-person meeting, to expect our customers to know all the ins and out of them is asking too much. They need to know the State of Illinois is paying for the right to these RECs, and by doing so, solar is a possibility for them.

**Solution:**

When finalizing contracts with customers, have a checklist to show they have received and had time to read the brochure, understand the RECs are being paid to another, etc. This gives the program confirmation that the customers are being educated on solar and their rights.

***Page 6:***

**9. Telemarketing:**

Reason behind this rule is to ensure the customer is protected and not promised something they do not get.

**Unintended consequences in taping calls:**

If this rule is for all customers, they will get more concerned if we are calling and tell them the phone call is being taped. They wonder why, and will not be as forthcoming with questions etc. They do not want to appear ignorant. **This will feel like an investigation and a “gotcha” for customers if we tape the calls with them.** Additionally, we don't know how anyone will have the time to listen to all of these calls.

**Solution:**

By vetting the final contract and marketing materials, this concern will be mitigated. If a developer is knowingly misleading a customer, then the consequences can be to remove that developer from the program. Vetting marketing material and cash flows shown to customers is the best way to ensure correct information is given.

***Page 8:***

**14. Contract renewal**

Reason for ruling is to protect consumers from paying too much for their electricity

**Unintended consequences of not allowing automatic renewals**

In the case of a lease or a PPA, the customer is looking to control their long-term utility costs. Our renewal lease terms are already benefiting the customer and is at a discount of the then current utility rate.

This extra paperwork is burdensome for the customer as well as the developer. More paperwork does not lead to better programs. Additionally, the paperwork may be missed by the customer and they get removed from the Garden, when in fact they have no desire to leave it.

**Solution:**

The cancelation and termination language are already called out in the contracts and the Community Solar Disclosure Form. There are provisions in place to allow for early termination.

Have the Program managers vet contracts for customer protection concerns.

***Overarching comments:***

***Allow for InClime the right to resolve any individual situations, as not all situation and contracts can be addressed in documents and rulings.***

**Novel Energy Solution's comments on:**

**ABP Lottery Procedure –**

**Page 6: E. Project-Specific Requirements**

**#2: 5% area rule:**

**Reason for the rule is to ensure developers are not gaming the program by submitting projects that cannot be physically built at that site.**

**Our current process for interconnecting CSGs:** The final design and build area is not completed until after the project is deemed complete. At that time, there are multiple site visits and studies done by the Utility area engineers, construction companies, environmental consultants and then sign off by the landowner for any changes to improve upon the original design/layout. It is economically difficult, and actually impossible, for a final design and layout to be completed prior to submitting an application (companies don't even complete a wetland delineation until after interconnection approval).

After a project has been approved, when we are in the field, there are times we move the site location around the field due to comments by the utility as to which side may be better for the project. Feedback from the utility after a site visit, may require a project to shift its location to make the solar array the most efficient for utility interconnection or for landowner requirements. In all our cases, the sites are big farm fields that have more than enough room to place all the projects submitted.

The utilities do not make site visits prior to projects being deemed complete. They will not use resources on a project that is not yet confirmed to be built. Therefore, the developer does not have the ability to get the utilities input prior to submitting to the lottery. From the developer side, it would be cost prohibitive and inefficient, especially in a lottery-based program, to complete Geotech, obtain wetland delineations, confirm field tiling etc., prior to knowing a project has been picked in the lottery.

**Unintended consequences of the 5% rule:**

**Case #1:** A winning project goes to final design, only to find out they need to move more than 5%, onto available land, due to Geotech, tiling, final wetland delineations, utility input, or any number of other reasons. The project was submitted properly, with the permits in place, plenty of land to use, Site control obtained, has an Interconnection Agreement (so the site plan was good enough for the utility), yet there is still a need to move the project more than 5% to properly interconnect it.

**Case #2:** Two projects can be physically built on a farm field and both are submitted. Ideally, both are picked in the lottery. If so, both are built. However, with a lottery, chances are only one will be chosen. When working in farm fields, it is essential to understand the farmer will still be farming the land and navigating around the final project. If the project that sits close to the edge of the field is picked, there is usually no issue (see Case #1 above).

However, if the project picked divides the field, that will add difficulties to the farmer, not to mention frustration. They now will have to navigate their equipment around the garden instead of farming in straight rows. This is not a win-win for the landowner. If we are permitted to move to the edge of the field, it allow for siting the project with the least disturbance to the farmer.

Additionally, until Geotech is completed, along with final wetland delineation and confirming tile lines, there is no way to do a final design.

**Cast #3:** A roof top that can fit 2 projects have both projects submitted. If the project furthest from the meters is picked, that adds costs and frustrations to the project.

**Solution:**

In all three cases, there is a solution, outlined below, that ensures developers do not game the system by purposefully placing two projects on a roof or a field that would only handle one project to be built. Additionally, it ensures that even if the project chosen is best location on the field, there is still the opportunity to improve array siting for the landowner, utility, and developer.

The proposed solution follows:

**Allow for relocation of project in the same field/parcel/adjacent land, with program manager approval based upon compelling reason that was not identifiable at submission time (developer must prove the need to relocate):**

After the lottery is run: If the winning project can be more strategically placed on the field or roof to minimize disruptions to the landowners, the developer reaches out to the program manager. Additionally, there is the understanding that after site visits, the final design/layout may change as that is the reality with citing and interconnecting a project.

- 1) In the cases where two projects were co-located, and the one with the least efficient interconnection was chosen, then the developer must confirm to the program manager that both projects submitted were viable projects. That both could have been built, if picked, by confirming there is plenty of space and the permits were in place for both. This confirmation could be via google earth, document presentation, site visits etc.
- 2) The winning project must stay with the same landowner within the same parcel or on adjacent land to the original design. Developer must submit reason for the change to InClime and reason for move must be due to a Non-foreseeable reason: (Geotech, another project not selected so moved to edge of field, information not available at time of submission, etc.). Design changes determined to be due to gaming the system will be rejected and project must be resubmitted.
- 3) In all cases, the final design and layout occur after the site visits with the utility, tile maps obtained by the landowner, and Geotech and wetland delineation run, etc.
- 4) InClime reserves the right to study on a case-by-case to ensure the developer is not gaming the program, as there are no hard and fast rules that hit all situations. Should InClime deny initial relocation request, developer can request second review; and provide updated information. Upon second denial, re-location is not accepted.

***This solution allows for the most efficient siting of the array on the available land/roof. It ensures the developer did have the paperwork and land/roof tops available for both projects. And equally important, it works with the host customer to use their resources in the way that best fits their use of the land/roof.***

***In the farming community, if we are mandated to site an array in the center of a field, when there is space on the edge, we will create a negative view of solar and the program. Every farmer will ridicule the choices made by solar industry. Farmers will rightfully state that, once again, no one understands their industry, yet everyone needs it.***