

Matthew J. Sinback
msinback@bassberry.com
(615) 742-7910

March 18, 2022

Via Electronic Filing and U.S. Mail

Hon. Kenneth C. Hill, Chairman
c/o Ectory Lawless, Docket Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
tpuc.docketroom@tn.gov

Electronically Filed in TPUC Docket
Room on March 18, 2022 at 8:30 a.m.

***Re: Petition of Jackson Sustainability Cooperative to Determine if a Certificate of
Convenience and Necessity Is Needed
Docket No. 21-00061***

Dear Chairman Hill:

Enclosed please find a copy of Tennessee Electric Cooperative Association's third-party subpoenas.

Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,



Matthew J. Sinback

Enclosure
cc: All Counsel of Record

STATE OF TENNESSEE
BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:)	
)	
PETITION OF JACKSON)	
SUSTAINABILITY COOPERATIVE TO)	Docket No. 21-00061
DETERMINE IF A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY IS)	
NEEDED)	

SUBPOENA DUCES TECUM

TO:	E A SOLAR, LLC
	Through Its Registered Agent:
	Delaware Corporate Agents, Inc.
	4406 Tennyson Rd
	Wilmington, DE 19802

GREETINGS:

YOU ARE HEREBY COMMANDED, in the name of the State of Tennessee and the Tennessee Public Utility Commission, to produce at the office of Bass, Berry & Sims PLC, Attn: Matt Sinback, 150 3rd Avenue South, Suite 2800, Nashville, TN 37201, **twenty-one (21) days from the date of service of this subpoena**, in accordance with the provisions of Tenn. Comp. R. & Regs. 1220-01-02-.13 and the Tennessee Rules of Civil Procedure, the following: **SEE ATTACHED EXHIBIT A.**


Failure to comply may result in sanctions as provided by law. The failure to serve an objection to this subpoena within twenty-one (21) days after the day of service of the subpoena

waives all objections to the subpoena, except the right to seek the reasonable cost for producing books, papers, documents, electronically stored information, or tangible things.

PLEASE NOTE: IT WILL NOT BE NECESSARY FOR ANYONE TO PERSONALLY APPEAR AND DELIVER THESE RECORDS, PLACING THE ABOVE RECORDS IN THE UNITED STATES MAIL, PRIOR TO THE RETURN DATE, WILL SATISFY THE SUBPOENA.

This Subpoena is being issued on the 11th day of February 2022, in accordance with Tenn. Comp. R. & Regs. 1220-01-02-.13, Tenn. R. Civ. P. 45, and T.C.A. §§ 4-5-311, 65-1-209, 65-2-102, and 65-3-112.

For the Tennessee Public Utility Commission:

BY: 
Monica Smith-Ashford
Hearing Officer
Deputy General Counsel

Issued at the request of:



W. Brantley Phillips (BPR No. 018844)
Matthew J. Sinback (BPR No. 023891)
Caleb H. Hogan (BPR No. 037412)
Bass, Berry & Sims PLC
150 Third Avenue South, Ste. 2800
Nashville, TN 37201
Telephone: (615) 742-6200
Email: bphillips@bassberry.com
msinback@bassberry.com
caleb.hogan@bassberry.com

**ATTORNEYS FOR INTERVENOR
TENNESSEE ELECTRIC
COOPERATIVE ASSOCIATION**

RETURN OF SERVICE

Check one of the following boxes: Box 1 or Box 2 is only for the return by an authorized officer, by an attorney, or by an attorney's agent; pursuant to Tenn. Code Ann. § 23-2-105, the return by an attorney or the attorney's agent must be sworn to. Box 3 is only for the person named in the subpoena (or the authorized representative of an organization named in the subpoena) who acknowledges service, and such person must sign in the signature box below.

☐ 1. I certify that on the date indicated below I served a copy of this subpoena on (state the identity of the person served, and the place and manner of service):

_____.

☐ 2. I was unable to serve a copy of this subpoena on the person named in the subpoena because _____

_____.

☐ 3. I acknowledge being served with this subpoena on the date indicated below.

FOR RETURN BY ATTORNEY OR
ATTORNEY'S AGENT:

DATE OF
SERVICE: _____

Sworn to and subscribed before me on this
____ day of _____, 20 ____.

☐ Notary Public or ☐ Deputy Clerk:

My Commission

Expires: _____

PLEASE PRINT: SIGNATURE OF
OFFICER, ATTORNEY OR
ATTORNEY'S AGENT, OR PERSON
ACKNOWLEDGING
SERVICE:

Signature

Agency Address

EXHIBIT A TO SUBPOENA TO E A SOLAR, LLC

DEFINITIONS

1. The terms “EA Solar,” “You,” and “Your,” shall include EA Solar, LLC, as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

2. “Person” means any natural person or entity including, but not limited to, any individual, firm, corporation, company, partnership, member, association, trade association, trust, public agency, department, bureau, board or any other form of public, private or legal entity.

3. “CDE” means Community Development Enterprises – Jackson I as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

4. “JSC” means Jackson Sustainability Cooperative as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

5. “Solar Facility” means the solar array plus storage and microgrid project being developed by CDE in Jackson, Tennessee.

6. “Docket” means Tennessee Public Utility Commission Docket 21-00061 (available at <http://share.tn.gov/tra/dockets/2100061.htm>).

7. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

8. The use of the singular form of any word includes the plural and vice versa.

9. “Concerning” means relating to, referring to, describing, evidencing or constituting.

10. “Communicate” or “communication” means any transmittal of information (in the form of facts, ideas, inquiries or otherwise).

11. The term “document” shall have the broadest meaning possible and includes every original (or copies if you do not have originals) and each non-identical copy, whether different from the original because of marginal notes or other material inserted or attached, and drafts and both sides of any written, printed, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, including all attachments and appendices, whether sent or received or neither, including, but not limited to: communications of any kind, notes, books, memoranda, records, papers, pamphlets, brochures, circulars, advertisements, drawings, sketches, graphs, charts, plans, ledger accounts, audits, financial statements, reports, workpapers, studies, analyses, plans, policies, permits, calendars, appointment books, diaries, telephone bills and toll card records, expense reports, itineraries, agendas, checkbooks, canceled checks, receipts, contracts, agreements, instrument assignments, applications, offers, acceptances, bids, proposals, requests for proposal, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, work orders, statements of work, service orders, floor plans, written memorials of oral communications, recasts, photographs, photographic slides or negatives, films, filmstrips, tapes, recordings, voice mail, letters, facsimiles, correspondence, electronic mail (“email”), text messages, spreadsheets, calculations and information stored in, or accessible through, computer or other information storage or retrieval systems.

12. “Including” and “includes” means “including without limitation” or “including, but not limited to.”

INSTRUCTIONS

1. Each request for production below encompasses and includes all responsive electronically stored information within Your possession or control. Such electronically stored information may be produced in the form most convenient and economical to You, including, for example, .pdf, .tiff or native formats.

2. If you object to any portion of a Request, you shall produce all documents responsive to that portion of the Request to which no objection is lodged. If you object to any Request as overbroad, you shall respond to the Request as narrowed to conform to the objection. If you object to any Request as ambiguous, you shall set forth the chosen construction of the "ambiguous" term and respond to the Request as clarified by your chosen construction. For any of these or other objections to a Request, including but not limited to a claim of privilege, you shall also indicate if you are withholding documents based on the specific objection.

3. All documents responsive to these requests may be produced to the attention of Matt Sinback, Bass, Berry & Sims PLC, 150 3rd Ave. S, Ste. 2800, Nashville, TN 37201. However, this requirement also may be satisfied by electronic delivery to Brant Phillips (bphillips@bassberry.com), Matt Sinback (msinback@bassberry.com), and Caleb Hogan (caleb.hogan@bassberry.com).

REQUESTS FOR PRODUCTION

1. Produce all documents exchanged with CDE, including communications between You and CDE concerning the Solar Facility.

RESPONSE:

2. Produce all documents exchanged with JSC, including communications between You and JSC concerning the Solar Facility.

RESPONSE:

3. Produce all documents exchanged with Dennis Emberling, including communications between You and Dennis Emberling concerning the Solar Facility.

RESPONSE:

4. Produce all non-privileged documents exchanged with John Beam, including non-privileged communications between You and John Beam concerning the Solar Facility.

RESPONSE:

5. Produce all documents and communications concerning Your participation in CDE.

RESPONSE:

6. Produce all requests for proposals, contracts, draft contracts, letters of intent, memoranda of understanding, or letters of intent concerning the construction or operation of the Solar Facility, including the generation, transmission, or sale of electricity within the State of

Tennessee by JSC, CDE, or any entity affiliated with JSC or CDE, to which EA Solar is, or is contemplated to be, a party, as well as communications concerning each of the foregoing.

RESPONSE:

STATE OF TENNESSEE
BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:)	
)	
PETITION OF JACKSON)	
SUSTAINABILITY COOPERATIVE TO)	Docket No. 21-00061
DETERMINE IF A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY IS)	
NEEDED)	

SUBPOENA DUCES TECUM

TO:	HUNT SOLAR, LLC
	Through Its Registered Agent:
	Delaware Corporate Agents, Inc.
	4406 Tennyson Rd
	Wilmington, DE 19802

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For the Tennessee Public Utility Commission:

BY: 
Monica Smith-Ashford
Hearing Officer
Deputy General Counsel

Issued at the request of:



W. Brantley Phillips (BPR No. 018844)
Matthew J. Sinback (BPR No. 023891)
Caleb H. Hogan (BPR No. 037412)
Bass, Berry & Sims PLC
150 Third Avenue South, Ste. 2800
Nashville, TN 37201
Telephone: (615) 742-6200
Email: bphillips@bassberry.com
msinback@bassberry.com
caleb.hogan@bassberry.com

**ATTORNEYS FOR INTERVENOR
TENNESSEE ELECTRIC
COOPERATIVE ASSOCIATION**

RETURN OF SERVICE

Check one of the following boxes: Box 1 or Box 2 is only for the return by an authorized officer, by an attorney, or by an attorney's agent; pursuant to Tenn. Code Ann. § 23-2-105, the return by an attorney or the attorney's agent must be sworn to. Box 3 is only for the person named in the subpoena (or the authorized representative of an organization named in the subpoena) who acknowledges service, and such person must sign in the signature box below.

☐ 1. I certify that on the date indicated below I served a copy of this subpoena on (state the identity of the person served, and the place and manner of service):

_____.

☐ 2. I was unable to serve a copy of this subpoena on the person named in the subpoena because _____

_____.

☐ 3. I acknowledge being served with this subpoena on the date indicated below.

FOR RETURN BY ATTORNEY OR
ATTORNEY'S AGENT:

DATE OF
SERVICE: _____

Sworn to and subscribed before me on this
____ day of _____, 20 ____.

☐ Notary Public or ☐ Deputy Clerk:

My Commission

Expires: _____

PLEASE PRINT: SIGNATURE OF
OFFICER, ATTORNEY OR
ATTORNEY'S AGENT, OR PERSON
ACKNOWLEDGING
SERVICE:

Signature

Agency Address

EXHIBIT A TO SUBPOENA TO HUNT SOLAR, LLC

DEFINITIONS

1. The terms “Hunt Solar,” “You,” and “Your,” shall include Hunt Solar, LLC, as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

2. “Person” means any natural person or entity including, but not limited to, any individual, firm, corporation, company, partnership, member, association, trade association, trust, public agency, department, bureau, board or any other form of public, private or legal entity.

3. “CDE” means Community Development Enterprises – Jackson I as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

4. “JSC” means Jackson Sustainability Cooperative as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

5. “Solar Facility” means the solar array plus storage and microgrid project being developed by CDE in Jackson, Tennessee.

6. “Docket” means Tennessee Public Utility Commission Docket 21-00061 (available at <http://share.tn.gov/tra/dockets/2100061.htm>).

7. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

8. The use of the singular form of any word includes the plural and vice versa.

9. “Concerning” means relating to, referring to, describing, evidencing or constituting.

10. “Communicate” or “communication” means any transmittal of information (in the form of facts, ideas, inquiries or otherwise).

11. The term “document” shall have the broadest meaning possible and includes every original (or copies if you do not have originals) and each non-identical copy, whether different from the original because of marginal notes or other material inserted or attached, and drafts and both sides of any written, printed, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, including all attachments and appendices, whether sent or received or neither, including, but not limited to: communications of any kind, notes, books, memoranda, records, papers, pamphlets, brochures, circulars, advertisements, drawings, sketches, graphs, charts, plans, ledger accounts, audits, financial statements, reports, workpapers, studies, analyses, plans, policies, permits, calendars, appointment books, diaries, telephone bills and toll card records, expense reports, itineraries, agendas, checkbooks, canceled checks, receipts, contracts, agreements, instrument assignments, applications, offers, acceptances, bids, proposals, requests for proposal, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, work orders, statements of work, service orders, floor plans, written memorials of oral communications, recasts, photographs, photographic slides or negatives, films, filmstrips, tapes, recordings, voice mail, letters, facsimiles, correspondence, electronic mail (“email”), text messages, spreadsheets, calculations and information stored in, or accessible through, computer or other information storage or retrieval systems.

12. “Including” and “includes” means “including without limitation” or “including, but not limited to.”

INSTRUCTIONS

1. Each request for production below encompasses and includes all responsive electronically stored information within Your possession or control. Such electronically stored information may be produced in the form most convenient and economical to You, including, for example, .pdf, .tiff or native formats.

2. If you object to any portion of a Request, you shall produce all documents responsive to that portion of the Request to which no objection is lodged. If you object to any Request as overbroad, you shall respond to the Request as narrowed to conform to the objection. If you object to any Request as ambiguous, you shall set forth the chosen construction of the "ambiguous" term and respond to the Request as clarified by your chosen construction. For any of these or other objections to a Request, including but not limited to a claim of privilege, you shall also indicate if you are withholding documents based on the specific objection.

3. All documents responsive to these requests may be produced to the attention of Matt Sinback, Bass, Berry & Sims PLC, 150 3rd Ave. S, Ste. 2800, Nashville, TN 37201. However, this requirement also may be satisfied by electronic delivery to Brant Phillips (bphillips@bassberry.com), Matt Sinback (msinback@bassberry.com), and Caleb Hogan (caleb.hogan@bassberry.com).

REQUESTS FOR PRODUCTION

1. Produce all documents exchanged with CDE, including communications between You and CDE concerning the Solar Facility.

RESPONSE:

2. Produce all documents exchanged with JSC, including communications between You and JSC concerning the Solar Facility.

RESPONSE:

3. Produce all documents exchanged with Dennis Emberling, including communications between You and Dennis Emberling concerning the Solar Facility.

RESPONSE:

4. Produce all non-privileged documents exchanged with John Beam, including non-privileged communications between You and John Beam concerning the Solar Facility.

RESPONSE:

5. Produce all documents and communications concerning Your participation in CDE.

RESPONSE:

6. Produce all requests for proposals, contracts, draft contracts, letters of intent, memoranda of understanding, or letters of intent concerning the construction or operation of the Solar Facility, including the generation, transmission, or sale of electricity within the State of

Tennessee by JSC, CDE, or any entity affiliated with JSC or CDE, to which Hunt Solar is, or is contemplated to be, a party, as well as communications concerning each of the foregoing.

RESPONSE:

STATE OF TENNESSEE
BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:)	
)	
PETITION OF JACKSON)	
SUSTAINABILITY COOPERATIVE TO)	Docket No. 21-00061
DETERMINE IF A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY IS)	
NEEDED)	

SUBPOENA DUCES TECUM

TO:	SYNERGY, INC.
	Through Its Registered Agent:
	John C. Meyer, Jr.
	7671 Belroi Rd
	Gloucester, VA 23061

GREETINGS:

YOU ARE HEREBY COMMANDED, in the name of the State of Tennessee and the Tennessee Public Utility Commission, to produce at the office of Bass, Berry & Sims PLC, Attn: Matt Sinback, 150 3rd Avenue South, Suite 2800, Nashville, TN 37201, **twenty-one (21) days from the date of service of this subpoena**, in accordance with the provisions of Tenn. Comp. R. & Regs. 1220-01-02-.13 and the Tennessee Rules of Civil Procedure, the following: **SEE ATTACHED EXHIBIT A.**


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For the Tennessee Public Utility Commission:

BY: 
Monica Smith-Ashford
Hearing Officer
Deputy General Counsel

Issued at the request of:



W. Brantley Phillips (BPR No. 018844)
Matthew J. Sinback (BPR No. 023891)
Caleb H. Hogan (BPR No. 037412)
Bass, Berry & Sims PLC
150 Third Avenue South, Ste. 2800
Nashville, TN 37201
Telephone: (615) 742-6200
Email: bphillips@bassberry.com
msinback@bassberry.com
caleb.hogan@bassberry.com

**ATTORNEYS FOR INTERVENOR
TENNESSEE ELECTRIC
COOPERATIVE ASSOCIATION**

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_____.

☐ 3. I acknowledge being served with this subpoena on the date indicated below.

FOR RETURN BY ATTORNEY OR
ATTORNEY'S AGENT:

DATE OF
SERVICE:_____

Sworn to and subscribed before me on this
____ day of _____, 20 ____.

☐ Notary Public or ☐ Deputy Clerk:

My Commission

Expires:_____

PLEASE PRINT: SIGNATURE OF
OFFICER, ATTORNEY OR
ATTORNEY'S AGENT, OR PERSON
ACKNOWLEDGING
SERVICE:

Signature

Agency Address

EXHIBIT A TO SUBPOENA TO SYNERGY, INC.

DEFINITIONS

1. The terms “SynEnergy,” “You,” and “Your,” shall include SynEnergy, Inc., as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

2. “Person” means any natural person or entity including, but not limited to, any individual, firm, corporation, company, partnership, member, association, trade association, trust, public agency, department, bureau, board or any other form of public, private or legal entity.

3. “CDE” means Community Development Enterprises – Jackson I as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

4. “JSC” means Jackson Sustainability Cooperative as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

5. “Solar Facility” means the solar array plus storage and microgrid project being developed by CDE in Jackson, Tennessee.

6. “Petition” means the Petition for a Solar Facility for Supplemental Energy, and all exhibits thereto, filed on May 24, 2021, with the Tennessee Public Utility Commission (available at <http://share.tn.gov/tra/orders/2021/2100061.pdf>).

7. “Docket” means Tennessee Public Utility Commission Docket 21-00061 (available at <http://share.tn.gov/tra/dockets/2100061.htm>).

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REQUESTS FOR PRODUCTION

1. Produce all documents, including studies, analyses, policies, plans, notes, and workpapers concerning the benefits JSC may deliver to members, patrons, and the community, including documents concerning the document You prepared titled “Economic Impact of the Jackson Solar Facility,” which is attached as Exhibit 13 to the Petition.

RESPONSE:

2. Produce all documents exchanged with CDE, including communications between You and CDE concerning the Solar Facility.

RESPONSE:

3. Produce all documents exchanged with JSC, including communications between You and JSC concerning the Solar Facility.

RESPONSE:

4. Produce all documents exchanged with Dennis Emberling, including communications between You and Dennis Emberling concerning the Solar Facility.

RESPONSE:

5. Produce all non-privileged documents exchanged with John Beam, including non-privileged communications between You and John Beam concerning the Solar Facility.

RESPONSE:

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RESPONSE:

**CIVIL SUBPOENA
STATE OF VERMONT**

Vermont Superior Court
Filed 03/08/22
Washington Unit

FILED: 3/3/2022 2:51 PM
Vermont Superior Court
Washington Unit
22-CV-00747

SUPERIOR COURT

Washington

Unit

CIVIL DIVISION

Docket No.: _____

Plaintiff(s)

VS.

Defendant(s)

CIVIL SUBPOENA

In Re: The Application of Jackson Sustainability Cooperative for a Determination of Exemption and in the

Alternative, for a Certificate of Public Convenience and Necessity
Type of Case: (Check One):

☒ Civil ☐ Small Claims ☐ Domestic Relations ☐ Juvenile ☐ Environmental ☐ Probate

TO: Northern Reliability, Inc c/o Dinse P.C.
Name

209 Battery Street, Burlington, VT 05401
Address

You are directed to appear at the Superior Court: ☐ Civil Division ☐ Family Division ☐ Probate Division

☒ Other: to produce within 21 days from date of service to Primmer Piper Eggleston & Cramer PC, located at:

Street Address: Attn: Ryan M. Long, 30 Main Street, Suite 500 Town/City: Burlington, VT 05401

Date: _____ Time: _____ for a ☐ Trial ☐ Hearing ☐ Deposition

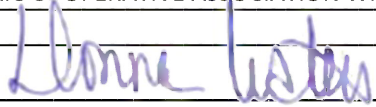
☐ to attend and give testimony

☐ to permit inspection of premises

☒ to produce and permit inspection, copying, testing or other sampling of designated electronically stored information, books, papers, documents or tangible things in your possession, custody or control per attached Exhibit A

☐ Other: PLEASE NOTE: IT WILL NOT BE NECESSARY FOR ANYONE TO PERSONALLY APPEAR AND DELIVER THESE RECORDS. PLACING THE ABOVE RECORDS IN THE UNITED STATES MAIL, PRIOR TO THE RETURN DATE, OR ELECTRONIC SERVICE TO COUNSEL FOR TENNESSEE ELECTRIC COOPERATIVE ASSOCIATION WILL SATISFY THE SUBPOENA.

Dated 3/3/2022


Clerk/Attorney/Magistrate

This subpoena was requested by ☒ Plaintiff ☐ Defendant ☐ State's Attorney ☐ Other

If you have any questions, contact Ryan M. Long at (802) 864-0880
Name of Person Requesting Subpoena Phone Number

Bring a copy of this subpoena to the hearing.

See Important Notice on the reverse side of this Subpoena.

RETURN OF SERVICE

NOTICE: A Subpoena may be served by any person who is not a party and is at least 18 years of age.

On _____ I served this subpoena upon _____
Date of Service *Name*

by: _____

at: _____ Unit: _____
Location City/Town

Signature

Title

Miles \$ _____

Reading \$ _____

Copies \$ _____

Total \$ _____

V.R.C.P. 45. SUBPOENA

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court for which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises--or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to the requested production or to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court for which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court for which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a resident of this state to travel to attend a deposition more than 50 miles one way unless the court otherwise orders; requires a nonresident of this state to travel to attend a deposition at a place more than 50 miles from the place of service unless another convenient place is fixed by order of court, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 50 miles one way to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the party identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(1). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A TO SUBPOENA TO NORTHERN RELIABILITY, INC.

DEFINITIONS

1. The terms “Northern Reliability,” “You,” and “Your,” shall include Northern Reliability, Inc., as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

2. “Person” means any natural person or entity including, but not limited to, any individual, firm, corporation, company, partnership, member, association, trade association, trust, public agency, department, bureau, board or any other form of public, private or legal entity.

3. “CDE” means Community Development Enterprises – Jackson I as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

4. “JSC” means Jackson Sustainability Cooperative as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

5. “iSun” means iSun, Inc., as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

6. “JEA” means Jackson Energy Authority.

7. “Solar Facility” means the solar array plus storage and microgrid project being developed by CDE in Jackson, Tennessee and further the subject of that certain Product Sales & Engineer/Procure/Construct Agreement between You and CDE, dated December 15, 2020.

8. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

9. The use of the singular form of any word includes the plural and vice versa.

10. “Concerning” means relating to, referring to, describing, evidencing or constituting.

11. “Communicate” or “communication” means any transmittal of information (in the form of facts, ideas, inquiries or otherwise).

12. The term “document” shall have the broadest meaning possible and includes every original (or copies if you do not have originals) and each non-identical copy, whether different from the original because of marginal notes or other material inserted or attached, and drafts and both sides of any written, printed, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, including all attachments and appendices, whether sent or received or neither, including, but not limited to: communications of any kind, notes, books, memoranda, records, papers, pamphlets, brochures, circulars, advertisements, drawings, sketches, graphs, charts, plans, ledger accounts, audits, financial statements, reports, workpapers, studies, analyses, plans, policies, permits, calendars, appointment books, diaries, telephone bills and toll card records, expense reports, itineraries, agendas, checkbooks, canceled checks, receipts, contracts, agreements, instrument assignments, applications, offers, acceptances, bids, proposals, requests for proposal, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, work orders, statements of work, service orders, floor plans, written memorials of oral communications, recasts, photographs, photographic slides or negatives, films, filmstrips, tapes, recordings, voice mail, letters, facsimiles, correspondence, electronic mail (“email”), text messages, spreadsheets, calculations and information stored in, or accessible through, computer or other information storage or retrieval systems.

13. “Including” and “includes” means “including without limitation” or “including, but not limited to.”

INSTRUCTIONS

1. Each request for production below encompasses and includes all responsive electronically stored information within Your possession or control. Such electronically stored information may be produced in the form most convenient and economical to You, including, for example, .pdf, .tiff or native formats.

2. If you object to any portion of a Request, you shall produce all documents responsive to that portion of the Request to which no objection is lodged. If you object to any Request as overbroad, you shall respond to the Request as narrowed to conform to the objection. If you object to any Request as ambiguous, you shall set forth the chosen construction of the "ambiguous" term and respond to the Request as clarified by your chosen construction. For any of these or other objections to a Request, including but not limited to a claim of privilege, you shall also indicate if you are withholding documents based on the specific objection.

3. All documents responsive to these requests may be produced to the attention of Matt Sinback, Bass, Berry & Sims PLC, 150 3rd Ave. S, Ste. 2800, Nashville, TN 37201. However, this requirement also may be satisfied by electronic delivery to Brant Phillips (bphillips@bassberry.com), Matt Sinback (msinback@bassberry.com), and Caleb Hogan (caleb.hogan@bassberry.com).

REQUESTS FOR PRODUCTION

1. Produce all documents exchanged with CDE, including communications between You and CDE concerning the Solar Facility.

RESPONSE:

2. Produce all documents exchanged with JSC, including communications between You and JSC concerning the Solar Facility.

RESPONSE:

3. Produce all documents exchanged with Dennis Emberling, including communications between You and Dennis Emberling concerning the Solar Facility.

RESPONSE:

4. Produce all documents exchanged with John Beam, including communications between You and John Beam concerning the Solar Facility.

RESPONSE:

5. Produce all documents and communications relating to the design, construction, and operation of the Solar Facility, including, studies or analyses concerning the market, competition, competitors, or projected customer demand, surveys, technical drawings, feasibility studies, business plans, financial plans, operational plans, engineering plans and/or studies, power supply plans and/or studies, specifications and any other documentation relating to the design, location, and configuration of the underground distribution system, plans and/or designs for the

interconnection of the Solar Facility with the facilities of JEA or any customer, potential customer, conditional member, or member of JSC, and Your plans to commission and test the Solar Facility prior to operation.

RESPONSE:

6. Produce all requests for proposals and responses thereto, contracts, draft contracts, letters of intent, memoranda of understanding, or letters of intent concerning the construction or operation of the Solar Facility, including the generation, transmission, or sale of electricity within the State of Tennessee by JSC, CDE, or any entity affiliated with JSC or CDE, as well as communications concerning each of the foregoing.

RESPONSE:

7. Produce all documents and communications concerning Your engagement by CDE to serve as the Solar Facility's prime contractor and to provide engineering and construction field services to design, engineer, procure equipment and construct the Solar Facility.

RESPONSE:

8. Produce all documents and communications concerning iSun's assistance to Northern Reliability for engineering and construction field services to design, engineer, procure equipment and construct the Solar Facility, including the decision to select iSun as the photovoltaic (PV) vendor for the Solar Facility.

RESPONSE:

9. Produce all documents concerning any selection or determination by You that a potential customer has electrical usage patterns that fit the capabilities of the Solar Facility, including all documents, communications, analysis, or studies concerning Your review or analysis of information submitted by potential customers of the Solar Facility.

RESPONSE:

Failure to appear may result in sanctions as provided by law. The failure to serve an objection to this subpoena within twenty-one days after the day of service of the subpoena waives all objections to the subpoena, except the right to seek the reasonable cost for producing books, papers, documents, electronically stored information, or tangible things. Pursuant to Vermont Rule of Civil Procedure 45(c), you have a right to move in the Vermont court for an order to quash or modify the subpoena.

CONTACT INFORMATION OF COUNSEL FOR ALL PARTIES

John A. Beam, III
Equitus Law Alliance, PLLC
P.O. Box 280240
Nashville, TN 37208
Telephone: (615) 251-3131
Email: beam@equituslaw.com
*ATTORNEY FOR PETITIONER
JACKSON SUSTAINABILITY
COOPERATIVE*

W. Brantley Phillips
Matt Sinback
Caleb H. Hogan
Bass, Berry & Sims PLC
150 Third Avenue South, Ste. 2800
Nashville, TN 37201
Telephone: (615) 742-6200
Email: bphillips@bassberry.com
msinback@bassberry.com
caleb.hogan@bassberry.com
*ATTORNEYS FOR INTERVENOR
TENNESSEE ELECTRIC
COOPERATIVE ASSOCIATION*

Larry L. Cash
Mark W. Smith
832 Georgia Avenue, Suite 1200
Chattanooga, Tennessee 37402
Telephone: (423) 756-6600
Email: larry.cash@millermartin.com
mark.smith@millermartin.com
*ATTORNEYS FOR INTERVENOR
JACKSON ENERGY AUTHORITY*

Henry Walker
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Telephone: (615) 252-2363
Email: hwalker@bradley.com

Kimberly Bolton
Office of the General Counsel
Tennessee Valley Authority
400 West Summit Hill Drive
Knoxville, TN 37902
Telephone: (865) 632-4141
Email: kabolton@tva.gov
*ATTORNEYS FOR INTERVENOR
TENNESSEE VALLEY AUTHORITY*

Jeremy L. Elrod
Director of Government Relations
Tennessee Municipal Electric Power
Association
212 Overlook Circle
Suite 205
Brentwood, TN 37027
Telephone: (615) 373-5738
Email: jelrod@tmepa.org

**CIVIL SUBPOENA
STATE OF VERMONT**

Vermont Superior Court
Filed 03/08/22
Washington Unit

FILED: 3/3/2022 2:51 PM
Vermont Superior Court
Washington Unit
22-CV-00747

SUPERIOR COURT
Washington Unit

CIVIL DIVISION
Docket No.: _____

Plaintiff(s)

VS.

Defendant(s)

CIVIL SUBPOENA

In Re: The Application of Jackson Sustainability Cooperative for a Determination of Exemption and in the
Alternative, for a Certificate of Public Convenience and Necessity

Type of Case: (Check One):

☒ Civil ☐ Small Claims ☐ Domestic Relations ☐ Juvenile ☐ Environmental ☐ Probate

TO: Northern Reliability, Inc c/o Dinse P.C.

209 Battery Street, Burlington, VT 05401

Name

Address

You are directed to appear at the Superior Court:

☐ Civil Division ☐ Family Division ☐ Probate Division

☒ Other: to produce within 21 days from date of service to Primmer Piper Eggleston & Cramer PC, located at:

Street Address: Attn: Ryan M. Long, 30 Main Street, Suite 500 Town/City: Burlington, VT 05401

Date: _____ Time: _____ for a ☐ Trial ☐ Hearing ☐ Deposition

☐ to attend and give testimony

☐ to permit inspection of premises

☒ to produce and permit inspection, copying, testing or other sampling of designated electronically stored information, books, papers, documents or tangible things in your possession, custody or control *per attached Exhibit A*

☐ Other: PLEASE NOTE: IT WILL NOT BE NECESSARY FOR ANYONE TO PERSONALLY APPEAR AND DELIVER THESE RECORDS. PLACING THE ABOVE RECORDS IN THE UNITED STATES MAIL, PRIOR TO THE RETURN DATE, OR ELECTRONIC SERVICE TO COUNSEL FOR TENNESSEE ELECTRIC COOPERATIVE ASSOCIATION WILL SATISFY THE SUBPOENA.

Dated 3/3/2022

Clerk/Attorney/Magistrate

This subpoena was requested by ☒ Plaintiff ☐ Defendant ☐ State's Attorney ☐ Other

If you have any questions, contact Ryan M. Long at (802) 864-0880

Name of Person Requesting Subpoena

Phone Number

Bring a copy of this subpoena to the hearing.

See Important Notice on the reverse side of this Subpoena.

RETURN OF SERVICE

NOTICE: A Subpoena may be served by any person who is not a party and is at least 18 years of age.

On 3/10/22 I served this subpoena upon David E. Gurtman Esq. accepted service

Date of Service

Name

by: on behalf of Northern Reliability, Inc. as

at: Burlington, VT Unit: _____

Location/City/Town

Signature

Title

Miles \$ _____

Reading \$ _____

Copies \$ _____

Total \$ _____

STATE OF TENNESSEE

BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

IN RE:)	
)	
PETITION OF JACKSON)	
SUSTAINABILITY COOPERATIVE TO)	Docket No. 21-00061
DETERMINE IF A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY IS)	
NEEDED)	

SUBPOENA DUCES TECUM

TO:	NORTHERN RELIABILITY, INC. 150 Pilgrim Park Road Waterbury, VT 05676 Through Its Registered Agent: Dinse P.C. 209 Battery Street Burlington, VT 05401
-----	---

GREETINGS:


YOU ARE HEREBY COMMANDED, in the name of the State of Tennessee and the Tennessee Public Utility Commission, to produce at the office of Bass, Berry & Sims PLC, Attn: Matt Sinback, 150 3rd Avenue South, Suite 2800, Nashville, TN 37201, **twenty-one (21) days from the date of service of this subpoena**, in accordance with the provisions of Tenn. Comp. R. & Regs. 1220-01-02-.13 and the Tennessee Rules of Civil Procedure, the following: **SEE ATTACHED EXHIBIT A.**

Failure to comply may result in sanctions as provided by law. The failure to serve an objection to this subpoena within twenty-one (21) days after the day of service of the subpoena waives all objections to the subpoena, except the right to seek the reasonable cost for producing books, papers, documents, electronically stored information, or tangible things.

PLEASE NOTE: IT WILL NOT BE NECESSARY FOR ANYONE TO PERSONALLY APPEAR AND DELIVER THESE RECORDS, PLACING THE ABOVE RECORDS IN THE UNITED STATES MAIL, PRIOR TO THE RETURN DATE, WILL SATISFY THE SUBPOENA.

This Subpoena is being issued on the 11th day of February 2022, in accordance with Tenn. Comp. R. & Regs. 1220-01-02-.13, Tenn. R. Civ. P. 45, and T.C.A. §§ 4-5-311, 65-1-209, 65-2-102, and 65-3-112.

For the Tennessee Public Utility Commission:

BY: 
Hearing Officer
Deputy General Counsel

Issued at the request of:



W. Brantley Phillips (BPR No. 018844)
Matthew J. Sinback (BPR No. 023891)
Caleb H. Hogan (BPR No. 037412)
Bass, Berry & Sims PLC
150 Third Avenue South, Ste. 2800
Nashville, TN 37201
Telephone: (615) 742-6200
Email: bphillips@bassberry.com
msinback@bassberry.com
caleb.hogan@bassberry.com

**ATTORNEYS FOR INTERVENOR
TENNESSEE ELECTRIC
COOPERATIVE ASSOCIATION**

RETURN OF SERVICE

Check one of the following boxes: Box 1 or Box 2 is only for the return by an authorized officer, by an attorney, or by an attorney's agent; pursuant to Tenn. Code Ann. § 23-2-105, the return by an attorney or the attorney's agent must be sworn to. Box 3 is only for the person named in the subpoena (or the authorized representative of an organization named in the subpoena) who acknowledges service, and such person must sign in the signature box below.

☐ 1. I certify that on the date indicated below I served a copy of this subpoena on (state the identity of the person served, and the place and manner of service):

_____.

☐ 2. I was unable to serve a copy of this subpoena on the person named in the subpoena because _____

_____.

☐ 3. I acknowledge being served with this subpoena on the date indicated below.

FOR RETURN BY ATTORNEY OR
ATTORNEY'S AGENT:

DATE OF
SERVICE: _____

Sworn to and subscribed before me on this
____ day of _____, 20 ____.

☐ Notary Public or ☐ Deputy Clerk:

My Commission

Expires: _____

PLEASE PRINT: SIGNATURE OF
OFFICER, ATTORNEY OR
ATTORNEY'S AGENT, OR PERSON
ACKNOWLEDGING
SERVICE:

Signature

Agency Address

EXHIBIT A TO SUBPOENA TO NORTHERN RELIABILITY, INC.

DEFINITIONS

1. The terms “Northern Reliability,” “You,” and “Your,” shall include Northern Reliability, Inc., as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

2. “Person” means any natural person or entity including, but not limited to, any individual, firm, corporation, company, partnership, member, association, trade association, trust, public agency, department, bureau, board or any other form of public, private or legal entity.

3. “CDE” means Community Development Enterprises – Jackson I as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

4. “JSC” means Jackson Sustainability Cooperative as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

5. “iSun” means iSun, Inc., as well as any agent, employee, representative or other Person or entity acting on behalf of or under the control of any such party.

6. “JEA” means Jackson Energy Authority.

7. “Solar Facility” means the solar array plus storage and microgrid project being developed by CDE in Jackson, Tennessee and further the subject of that certain Product Sales & Engineer/Procure/Construct Agreement between You and CDE, dated December 15, 2020.

8. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

9. The use of the singular form of any word includes the plural and vice versa.

10. “Concerning” means relating to, referring to, describing, evidencing or constituting.

11. “Communicate” or “communication” means any transmittal of information (in the form of facts, ideas, inquiries or otherwise).

12. The term “document” shall have the broadest meaning possible and includes every original (or copies if you do not have originals) and each non-identical copy, whether different from the original because of marginal notes or other material inserted or attached, and drafts and both sides of any written, printed, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, including all attachments and appendices, whether sent or received or neither, including, but not limited to: communications of any kind, notes, books, memoranda, records, papers, pamphlets, brochures, circulars, advertisements, drawings, sketches, graphs, charts, plans, ledger accounts, audits, financial statements, reports, workpapers, studies, analyses, plans, policies, permits, calendars, appointment books, diaries, telephone bills and toll card records, expense reports, itineraries, agendas, checkbooks, canceled checks, receipts, contracts, agreements, instrument assignments, applications, offers, acceptances, bids, proposals, requests for proposal, financing statements, documents of title, appraisals, purchase orders, invoices, bills of lading, work orders, statements of work, service orders, floor plans, written memorials of oral communications, recasts, photographs, photographic slides or negatives, films, filmstrips, tapes, recordings, voice mail, letters, facsimiles, correspondence, electronic mail (“email”), text messages, spreadsheets, calculations and information stored in, or accessible through, computer or other information storage or retrieval systems.

13. “Including” and “includes” means “including without limitation” or “including, but not limited to.”

INSTRUCTIONS

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2. If you object to any portion of a Request, you shall produce all documents responsive to that portion of the Request to which no objection is lodged. If you object to any Request as overbroad, you shall respond to the Request as narrowed to conform to the objection. If you object to any Request as ambiguous, you shall set forth the chosen construction of the "ambiguous" term and respond to the Request as clarified by your chosen construction. For any of these or other objections to a Request, including but not limited to a claim of privilege, you shall also indicate if you are withholding documents based on the specific objection.

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REQUESTS FOR PRODUCTION

1. Produce all documents exchanged with CDE, including communications between You and CDE concerning the Solar Facility.

RESPONSE:

2. Produce all documents exchanged with JSC, including communications between You and JSC concerning the Solar Facility.

RESPONSE:

3. Produce all documents exchanged with Dennis Emberling, including communications between You and Dennis Emberling concerning the Solar Facility.

RESPONSE:

4. Produce all documents exchanged with John Beam, including communications between You and John Beam concerning the Solar Facility.

RESPONSE:

5. Produce all documents and communications relating to the design, construction, and operation of the Solar Facility, including, studies or analyses concerning the market, competition, competitors, or projected customer demand, surveys, technical drawings, feasibility studies, business plans, financial plans, operational plans, engineering plans and/or studies, power supply plans and/or studies, specifications and any other documentation relating to the design, location, and configuration of the underground distribution system, plans and/or designs for the

interconnection of the Solar Facility with the facilities of JEA or any customer, potential customer, conditional member, or member of JSC, and Your plans to commission and test the Solar Facility prior to operation.

RESPONSE:

6. Produce all requests for proposals and responses thereto, contracts, draft contracts, letters of intent, memoranda of understanding, or letters of intent concerning the construction or operation of the Solar Facility, including the generation, transmission, or sale of electricity within the State of Tennessee by JSC, CDE, or any entity affiliated with JSC or CDE, as well as communications concerning each of the foregoing.

RESPONSE:

7. Produce all documents and communications concerning Your engagement by CDE to serve as the Solar Facility's prime contractor and to provide engineering and construction field services to design, engineer, procure equipment and construct the Solar Facility.

RESPONSE:

8. Produce all documents and communications concerning iSun's assistance to Northern Reliability for engineering and construction field services to design, engineer, procure equipment and construct the Solar Facility, including the decision to select iSun as the photovoltaic (PV) vendor for the Solar Facility.

RESPONSE:

9. Produce all documents concerning any selection or determination by You that a potential customer has electrical usage patterns that fit the capabilities of the Solar Facility, including all documents, communications, analysis, or studies concerning Your review or analysis of information submitted by potential customers of the Solar Facility.

RESPONSE: