

EQUITUS
LAW ALLIANCE
—PLLC—
ATTORNEYS AT LAW

October 9, 2023

Ectory Lawless, Esq.
Docket & Records Manager
Tennessee Public Utility Commission
Andrew Jackson State Office Building
502 Deaderick Street, Floor
Nashville, TN 37243-0001

Electronically Filed in TPUC Docket
Room on October 9, 2023 at 4:46 p.m.

Re: Application of Jackson Sustainability Cooperative for a Determination of Exemption
Docket No. 21-00061

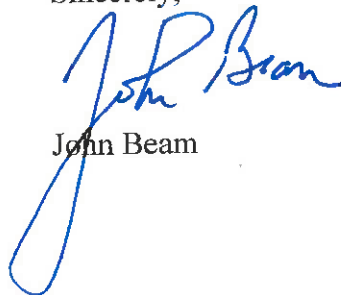
Dear Ms. Lawless:

On behalf of John Beam, David Wood, and Equitus Law Alliance, PLLC enclosed please find the original and four copies of the Motion to Withdraw as counsel of Jackson Sustainability Cooperative.

Second, enclosed please find the original and four copies of the Notice of Filing with the attached Exhibit A.

Let me know if you need any additional information.

Sincerely,



John Beam

Enclosure


**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

**IN RE: THE APPLICATION OF JACKSON)
SUSTAINABILITY COOPERATIVE)
FOR A DETERMINATION OF EXEMPTION) DOCKET NO. 21-00061
UNDER T.C.A. § 65-4-101(6)(A)(v))**

NOTICE OF FILING

COMES NOW, John Beam and gives notice that the Declaration of John Beam previously filed in this matter failed to attached Exhibit A. (see Doc. No. 2100061dj) Exhibit A is the letter sent by John Beam on April 29, 2022 to counsel for TECA explaining certain specific documents produced by Northern Reliability (the party with a contract to construct the solar facility), and emphasizing that all non-privileged documents in Mr. Beam's possession were produced in discovery in this matter. (Id., ¶ 11 of Declaration) The Exhibit A letter is attached to this notice of filing.

Respectfully submitted,



John A. Beam, III, (BPR #11796)
Equitus Law Alliance, PLLC
709 Taylor Street
P.O. Box 280240
Nashville, Tennessee 37228

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via U.S. Mail, postage prepaid, and by email to the following this 9th day of October, 2023.

Henry Walker (BPR No. 000272)
Bradley Arant Boult Cummings, LLP

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John A. Beam, III

EQUITUS
LAW ALLIANCE
—PLLC—
ATTORNEYS AT LAW

April 29, 2022

W. Brantley Phillips, Jr.
Bass Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201

Re: Application of Jackson Sustainability Cooperative for a Declaratory Determination of
Exemption
Docket No. 21-00061

Dear Mr. Phillips:

Thank you for your letter dated April 22, 2022 on behalf of Tennessee Electric Cooperative Association ("TECA") that was focused on documents obtained in the subpoena of Northern Reliability, Inc. For clarification, Jackson Sustainability Cooperative will lease its Solar Facility from the solar developer, Community Development Enterprises Jackson I. (Petition, p. 5, ¶3, 23, 31) Community Development Enterprises Jackson I was formed to investigate the feasibility of developing a Solar Facility in the Jackson, Tennessee community. (Petition, p. 11, ¶24) Community Development Enterprises Jackson I sought out Northern Reliability, Inc, as a possible microgrid and battery-storage contractor for designing and constructing part of the Solar Facility. (Petition, p. 12, ¶24, 27) Others were considered but not selected. After construction, Northern Reliability, Inc. would commission and test the microgrid and storage parts of the Solar Facility to ensure safe operation. (Petition, p. 14, ¶29) Though it is very likely Community Development Enterprises Jackson I discussed aspects of the project beyond design, construction, and commissioning the project, Northern Reliability, Inc. is under contract to construct the Solar Facility for Community Development Enterprises Jackson I. (Petition, Conf. Ex. 10) TECA correctly identified that Jackson Sustainability Cooperative omitted Exhibits D-G to the contract with Northern Reliability, Inc. filed as Confidential Exhibit 10. Jackson Sustainability Cooperative inadvertently failed to copy all the exhibits and will supplement Confidential Exhibit 10 with D-G.(attached JSC CONFIDENTIAL 500212 -218); also see NRI000424-463)

Many of the documents for which you requested explanation were draft investigation or development working documents that were never used as part of the process leading to leasing of the Solar Facility to Jackson Sustainability Cooperative. Many of these temporary documents

were discarded as they were superseded by later documents. All documents in possession of Jackson Sustainability Cooperative and Community Development Enterprises Jackson I have been produced. Community Development Enterprises Jackson I did not retain prior versions such as those that were discussed with Northern Reliability, Inc. The documents presented in your letter of April 22, 2022 are discussed below. Naturally, you are invited to call me to discuss any document in more detail.

1. NRI000138-168, "Feasibility Study v5" (CONFIDENTIAL). Jackson Sustainability Cooperative produced a Feasibility Study dated July 24, 2020 that Community Development Enterprises Jackson I had prepared for the Solar Facility. (JSC Confidential - 500057) The draft Feasibility Study produced by Northern Reliability is dated June 15, 2020. (NRI CONFIDENTIAL 000138-168) This working draft was given to Northern Reliability for their information and input, since they were considered a candidate to do the microgrid and storage components of the project. Since the final copy, completed in July 2020, contained no changes relevant for Northern Reliability, they were not given this updated copy. The Feasibility Study produced was the current version being used for Jackson Sustainability Cooperative purposes at the time of production of documents. In prior responses the Petitioner identified that the Feasibility Study was shared with firms such as iSUN that were interviewed as candidate subcontractors to perform engineering, procurement of equipment, and construction ("EPC"). As previously disclosed, Community Development Enterprises Jackson I concluded that it did not require a single EPC company for these three tasks. Northern Reliability, Inc. would work in conjunction with a local contractor to secure licensed and skilled tradesmen once the regulatory approvals are complete and designs are finalized.
2. NRI000169, "Handout - New Roosevelt Parkway Solar Microgrid." The Handout produced as NRI000169 was not produced for or used by Jackson Sustainability Cooperative. After Lane College withdrew its interest in solar, the "Handout" produced as NRIU00169 was never used and abandoned. Subsequently, Jackson Sustainability Cooperative was formed and filed its Petition with the Public Utility Commission.
3. NRI000170-184, "Highlights for Investors," (CONFIDENTIAL) As the solar developer, Community Development Enterprises Jackson I took on the responsibility for working to arrange financing for the construction of the Solar Facility. The "Highlights for Investors" was a draft working document that was later superseded by a "Request for Proposal." This was briefly considered as a method of soliciting prospective lenders on a broad scale. It was never finalized or used as part of leasing the Solar Facility to Jackson Sustainability Cooperative. (see below for discussion of NRI000199-208, "RFP for Funding v14")
4. NRI000185-196, "Presentation to Potential Customers v7" (CONFIDENTIAL). This "Presentation" was an temporary draft that was abandoned in favor of a more educational presentation. (see JSC CONFIDENTIAL 500123 et seq.). In the future after the Petition

is approved, the prospect will receive a letter substantially similar to the Invitation to Join letter. (JSC CONFIDENTIAL 500133)

5. NRI000197-198, "Request for a Proposal" This request is an interim draft list of information that was never used and abandoned. Some of the items made their way into other documents that were produced. Community Development Enterprises Jackson I sought Northern Reliability, Inc.'s input on items needed for their portion of the project, including screening potential members.
6. NRI000199-208, "RFP for Funding v14" Community Development Enterprises Jackson I drafted various versions of this document, until it was advised that this was the wrong kind of document to use in approaching prospective lenders. Therefore, it was abandoned and not used.
7. NRI000209-212, "Roosevelt Financial Estimates v6" (CONFIDENTIAL) These were early Financial Estimates used when Lane College expressed interest in receiving some of the Solar Facility's electricity. Lane College withdrew its interest and was not considered for membership in Jackson Sustainability Cooperative.
8. NRI000213-221, "Tennessee Response" (CONFIDENTIAL) When searching for a company to manage the microgrid and storage components of its Jackson project, Community Development Enterprises Jackson I interviewed several companies, including InstantOn. InstantOn had planned on subcontracting most of its work, in turn, to Northern Reliability. However, after a few months of interactions with InstantOn, it was decided that InstantOn was not a good fit for this project. Community Development Enterprises Jackson I chose instead to work directly with Northern Reliability, Inc. and eliminated InstantOn as a prospective vendor.
9. NRI000267, "iSUN Solar Glare statement for planning committee." Just as Community Development Enterprises Jackson I interviewed candidates to handle the microgrid and storage portions of the project, over time it interviewed several candidate solar EPC companies to handle the solar portion of the project. iSUN was the last of these candidates considered. It was to be a subcontractor to Northern Reliability, so no legal arrangements were considered or signed between iSUN and Community Development Enterprises Jackson I. One of the documents iSUN provided was this Solar Glare statement. It was never used and not kept. iSUN was rejected as a subcontractor.
10. NRI000280-282, "2-9-21 Roosevelt Parkway Solar - Jackson, TN" (CONFIDENTIAL) iSUN was not selected as a vendor by Northern Reliability, Inc. and Community Development Enterprises Jackson I.
11. NRI000283, "iSun Proposal #1 - Roosevelt Parkway Solar - Jackson, TN" (CONFIDENTIAL) iSUN was not selected as a vendor by Northern Reliability, Inc. and

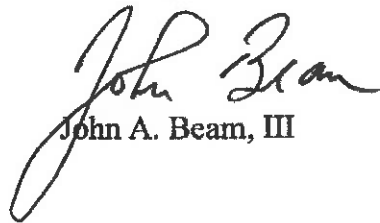
Community Development Enterprises Jackson I. This proposal was unacceptable and thrown away.

12. NRI000290-298, "JEA Requirements Discussion" This email string between Dennis Emberling and John Nanney and Hameen Harris resulted in several phone conversations and at least one meeting in Jackson with Jackson Energy Authority in which Northern Reliability attended and answered questions. Jackson Sustainability Cooperative will supplement its discovery responses with this email string. (See attached JSC 000872-880)
13. NRI000469, "InstantOn Tennessee 20MW-46MWh Award Letter" After this email was sent, InstantOn sent a draft contract that was unacceptable. InstantOn was dropped as a prospective vendor.

Jackson Sustainability Cooperative understands that its inquiry into document is ongoing and that as the project progresses more documents may become available and will be provided in discovery.

Please call so that we can discuss any further concerns.

Sincerely,



John A. Beam, III

Enclosure

cc: Dennis Emberling

JEA Requirements – Discussion between Denny Emberling and John Nanney JEA

Dear Gregg,

Here's the main email from John Nanney at JEA about their requirements.

Best,

Denny

----- Forwarded Message -----

Subject:RE: FW: information about applying to construct a solar facility

Date:Thu, 11 Jun 2020 15:44:11 +0000

From:John Nanney <jnanney@jaxenergy.com>

To:Dennis Emberling <DE@MTRandC.com>

CC:Joey Coley <JCOLEY@jaxenergy.com>

Denny

Any inquiry about a large commercial project is brought to the attention of my work group. Since it also included "solar" it was specifically brought to my attention.

I can go ahead and answer those questions.

1. With exception of any utility lines located at the street where you may have frontage, we do not have any utility lines on that site with exception of possibly near the eastern boundary. We have a sewer line that follows the ditch east of your site (see attached) but, based on our drawings, it appears it does not run on your property (just depends on where your property line

is in relation to that ditch). Our database does not accurately reflect property lines so that would be confirmed when you have a survey of the property performed.

2. For large commercial developments, during the plan review process we may request a utility easement be included around the perimeter of the site (typically 20-25 feet). That request is based on what is submitted to the Planning Department and their review of the potential development of adjoining properties. Based on the availability of utilities for adjoining undeveloped areas, I do not anticipate we will request that for this site. If we did, the utility easement would fall within any setbacks required by zoning so it would not impact your development of the site.

John Nanney

Vice President, Economic and Industrial Development

Jackson Energy Authority

250 N. Highland

Jackson, TN 38301

(731) 422-7325

(731) 616-0157 (cell)

innanney@jaxenergy.com

From: Dennis Emberling <DE@MTRandC.com>

Sent: Wednesday, June 10, 2020 5:27 PM

To: John Nanney <innanney@jaxenergy.com>

Subject: Re: FW: information about applying to construct a solar facility

*** This is an EXTERNAL email . Please exercise caution. DO NOT open attachments, click links from unknown senders or unexpected email, or respond to requests for information from unknown senders. ***

Dear John,

I didn't intend to bother you with this routine inquiry. I just wanted to know whether JEA has any pipelines or anything under the ground on our 28.54 acre parcel just north of the row of houses along Roosevelt Parkway about 1/4 mile west of Dr. F. E. Wright Drive. Also whether JEA has any utility easements to or across the property. I just asked Customer Service, and they said they'd have the appropriate person contact me. It has nothing to do with available electric service.

Could you please ask the appropriate person to call me?

Thanks,

Denny

On 6/10/2020 3:46 PM, John Nanney wrote:

Denny

I was contacted by one of our Customer Service Reps this morning regarding an inquiry you made concerning available electric service on Roosevelt Parkway. JEA has 12.47 kV 3-phase overhead service in that area. If you have any other questions regarding available electric service, you should direct those to Hameen Harris but, as he has previously noted, for a solar system the size you have been discussing, a system impact study will need to be done to provide much more technical information on our part.

John Nanney

Vice President, Economic and Industrial Development

Jackson Energy Authority

250 N. Highland

Jackson, TN 38301

(731) 422-7325

(731) 616-0157 (cell)

jnanney@jaxenergy.com

From: Dennis Emberling <DE@MTRandC.com>

Sent: Thursday, June 4, 2020 5:04 PM

To: Hameen Harris <hharris@jaxenergy.com>

Subject: Re: information about applying to construct a solar facility

*** This is an EXTERNAL email . Please exercise caution. DO NOT open attachments, click links from unknown senders or unexpected email, or respond to requests for information from unknown senders. ***

Dear Hameen,

Thanks very much for all this information. Very helpful.

I'm not clear who the word "customer" (I put it in red) in item 2) below refers to: we, as the owners/operators of the solar facility, or the end user getting electricity both from us and from JEA? The customer is the end user.

And what if we do not interconnect to JEA/TVA at all, but neither do we supply 100% of end-users' power. We just connect to them behind their meters and supply some of their power. In this case, do we still need an interconnection agreement with JEA, system impact study, etc.? Yes, there will still need to be an interconnection agreement because of the possibility of supplying power back onto JEA's grid. If your solar is connected behind the meter, and JEA is connected in front of the meter, we are interconnected. Typically the owner/operator and customer are the same, so we may have to investigate what is the best way the agreement should be written if you connect to the customer side of the meter.

A system impact study of some proportion will still be needed regardless of size because of the possibility of supplying power to the grid, regardless if it is at multiple nodes or just one. Once the scope of the project is finalized, and a single line diagram can be produced, the magnitude of the system impact study can be determined. When you have theoretical numbers like 22MW, that leads JEA to believe an SIS is required.

In 1.b. below, I highlighted in red your phrase about federal mandates. According to FERC, NERC, and SERC, there are no such mandates. Especially if we are not interconnected to the JEA/TVA grid. What mandates are you thinking of? I interpreted your question that you wanted to sell electricity directly to the customer based on kwh and not go through JEA or TVA. I assumed that what rate structure and how that is metered would come under some federal regulation, I could be wrong. JEA has to have our rates approved by TVA, and TVA keep a close eye on our finances to make sure we are not overcharging customers.

But if FERC, NERC, and SERC have confirmed there are no policies to generate, transport, and sell power then I'd say that you have disproved my theory.

In 1.e. below, you refer to TVA's requirements for community solar, but TVA tells me they have no such requirements. And if we are not connected to the JEA/TVA grid, but are solely behind the meter, TVA says they have no requirements for us of any kind. Are they misinforming us? How can we make sure? I look at community solar as a solar farm that feeds directly into JEA's system, and an end use customer is able to purchase power based on the solar farms output, regardless if they are receiving power directly from the solar farm. Using JEA lines and infrastructure to transport solar

production to the end use customer would need to be part of a TVA project.

If you can refer me to any documents that would address these issues, that would be most helpful. If not, could you refer me to anyone or any department at TVA for definitive answers? I have been talking with Antonio Jones there, but have no documentation except their contract for their DPP program, which would be irrelevant if we don't interconnect to their grid.

Many thanks again,

Denny Emberling

On 5/28/2020 6:29 AM, Hameen Harris wrote:

Dennis,

My apologies, I just remembered I did not attach the interconnection agreements. See attached.

Hameen

From: Hameen Harris

Sent: Wednesday, May 27, 2020 9:44 AM

To: 'Dennis Emberling' <DE@MTRandC.com>

Subject: RE: information about applying to construct a solar facility

Dennis,

You can find JEA's answers to your questions below in the body of your previous email. I also wanted to clarify some things that may have not been covered in your questions or my answers below.

1. If your company wants to island a customer, where you will provide 100% of the customers power with no system ties or backup power from JEA. There are no regulations against that.

2. If your company provides behind the meter solar with JEA power as backup, there are no regulations against that. The customer will have to sign a JEA interconnection agreement and the end use customer would be subject to a rate for redundant power. That rate is currently under development.
3. A system impact study is a study that uses existing load data and JEA infrastructure to determine the impact generation such as solar will have on JEA's system. It also determines what upgrades if any are required and provides a cost estimate for such upgrades.
4. Any project that ties directly into a substation must be part of a TVA program.
5. JEA can only respond to JEA requirements for generation projects. TVA, FERC, and the City of Jackson Building Department would have to give you their requirements.

Let me know if you have any further questions.

Thanks,

Hameen Harris

From: Dennis Emberling <DE@MTRandC.com>
Sent: Friday, May 15, 2020 2:57 PM
To: Hameen Harris <hharris@jaxenergy.com>
Subject: information about applying to construct a solar facility

*** This is an EXTERNAL email . Please exercise caution. DO NOT open attachments, click links from unknown senders or unexpected email, or respond to requests for information from unknown senders. ***

Dear Hameen,

I've been talking with John Nanney several times about our new plans to construct a community micro-grid solar facility in East Jackson, and he referred me to you for more information.

The project may be as large as 22 MW of ground-mounted solar panels on our 28.54 acre parcel on Roosevelt Parkway, about 500 feet west of Dr. F. E. Wright Drive.

We intend to supply behind-the-meter electricity to Lane College and a few heavy electricity users near the site, by wiring them directly from the solar facility. They will sublease a portion of the solar facility at a fixed monthly rate and receive a share of its energy production.

In addition, we intend to execute a Power Purchase Agreement with TVA to sell some of the energy

produced back to TVA via its Disbursed Power Program at its avoided cost rates. I have discussed this with Antonio Eugene Jones a number of times. We intend to apply for and be accepted as a Qualified Small Power Production Facility under FERC/PURPA.

John tells me JEA has two substations within a mile or 1.5 miles of our site, and that at least one of them probably has sufficient capacity to accommodate the input from our solar facility, which should be a fraction (a small one, we hope) of its total production.

I don't know whether the above is sufficient information to enable you to answer the questions below, but I'd be happy to provide more and/or discuss the project with you on the phone, if you'd call me at the number below.

Our starting questions are these:

1. Requirements from JEA, TVA, FERC, Jackson Building & Codes Dept., and whomever else will be involved:

a. I have been told that so long as we wire up users behind their meters directly, they can purchase electricity from us without violating any contracts or regulations. Right? There are some large commercial and industrial customers that have contracts with JEA for a minimal monthly demand that could result in penalties if they choose to offset their power bill. Once you have JEA customers that are interested in your program, and they give consent, we can investigate what penalties, if any, would occur based on the amount of solar generation they will have.

b. I have sometimes been told that they cannot pay directly for the electricity, say by the kWh, but must instead sublease a portion of our solar equipment. Right? JEA is regulated by TVA for the sale of electricity. Whether or not this is done by kWh sales or sublease would follow whatever federal mandates that are associated with power distribution and sales.

c. I have less often been told that they probably can't pay a rate per kWh, but must pay a flat fee, say monthly, for their sublease. Right? Unfortunately, I am unaware of who regulates the payment structure for this type project.

d. Do you happen to know (nobody has, so far) whether they must be hard-wired to certain solar panels and receive the energy from those panels alone, or whether they can be hard-wired to the whole solar facility and receive a share of its production according to their sublease agreements? I am unaware of how sublease agreements for solar power are to be installed.

e. Must our purchasers be within 1 mile of the solar facility, lest they not be considered part of that single facility? If you are connecting to a customer behind their meter, you would have to construct electric lines to their facility. For a community solar arrangement, JEA can only use TVA power to distribute on JEA power lines across the system. This project would have to be in partnership with TVA and follow whatever requirements they have for community solar.

produced back to TVA via its Disbursed Power Program at its avoided cost rates. I have discussed this with Antonio Eugene Jones a number of times. We intend to apply for and be accepted as a Qualified Small Power Production Facility under FERC/PURPA.

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e. Must our purchasers be within 1 mile of the solar facility, lest they not be considered part of that single facility? If you are connecting to a customer behind their meter, you would have to construct electric lines to their facility. For a community solar arrangement, JEA can only use TVA power to distribute on JEA power lines across the system. This project would have to be in partnership with TVA and follow whatever requirements they have for community solar.

2. Process, applications, permits, documents required: what do we need to send to whom and by when? How long do the various steps take to be finalized? I have attached copies of JEA's interconnection agreement, they would need to be filled out along with a single line diagram of the proposed site. All of the electrical designs would need to be stamped and approved by a Professional Engineer in the State of Tennessee. Permitting would be done through the City of Jackson for building and electrical permits. Any work done on City Right of Way would also require the proper permits required by the City of Jackson. The application can be sent to my attention.

30 days for JEA to review plans

90 days for a System impact Study

30 days for JEA to review System Impact Study

180 days (estimate) for TVA System Impact Study (if required)

1. What is the cost to apply for interconnection? The system impact study would be paid by the developer and they are around \$30k. The developer would also be responsible for all construction cost at the point of interconnection

2. Can you give any estimate for the cost to interconnect to whichever of your two nearby substations will be better, again taking capacity into account for our maximum 22 MW? Your single line diagram and the system impact study will dictate the cost to interconnect.

3. If most of that is being used by our nearby commercial users and only say 5 MW ever goes back to the grid, does that change which substation and the costs to interconnect? Once again, the system impact study will confirm the size and location. But typically the size of the interconnect is proportionate to the cost.