



June 29, 2020

Kaitlin Kelly  
Department of Energy Resources  
100 Cambridge Street, Suite 1020  
Boston, MA 02114

Email: [DOER.SMART@mass.gov](mailto:DOER.SMART@mass.gov)

Re: SMART Guidelines Public Comment

Dear Ms. Kelly,

We appreciate that DOER is utilizing Guidelines to make SMART a better program that is more responsive to market, stakeholder concerns and overall solar policy objectives.

We return to the comments we have made in D.P.U. 19-55 and our SMART comment letter of June 1, 2020, if EOEPA had a defined amount of solar PV to be installed per year, it would shape solar policy at D.P.U., DEP, DOER and the SMART Guidelines under review. There was a time when everything about solar generation was new from a policy, technology, interconnection and installation perspective. It has been 10-years since SREC I commenced and solar is only disruptive because solar policy has been allowed to be lacking in clarity of purpose in Massachusetts. The fact that Massachusetts has one of the better solar programs in the country, for which we are grateful, does not mean SMART lives up to its potential nor the legislated emission reduction requirements facing the Commonwealth.

**Capacity Block, Base Compensation Rate, and Compensation Rate Adder Guidelines:**

In the absence of the announcement of a larger program or a time certain review of SMART, we recommend that DOER administratively set Compensation Rate Adder Values as follows:

**Off-taker Based:**

Low Income	\$0.05
Low Income Community Shared Solar Tariff Generation Unit	\$0.06
Public Entity Solar Tariff Generation Unit	\$0.04

Solar Tracking Adder	\$0.01
Pollinator Adder	\$0.00250
Community Shared Solar Tariff Generation Unit	\$0.04



This will allow adders to remain stable until another review of the SMART program is conducted or a larger program established.

Relative to all of the Community Solar adders there are two main expectations that need to be met.

1. We all expect the public to be treated with honesty and respect. Direct solicitation to the general public to subscribe to Community Solar service is going to take marketing training and management over the life of the contract to meet those customer interfacing expectations. If the revenue becomes too tight there will not be enough funds to pay for the required training and management over the 20-year tariff timeline.
2. Revenue needs to be “left on the table” for the project owner to overcome the risk set-asides required by financing entities and or banks and to manage the process throughout the 20-year tariff timeline. Revenue needs to exceed cost and provide a return to both initial customer acquisition but also the operating cost of replacing and servicing customers over a 20-year tariff timeline.

If the Community Solar revenue does not add value to ultimate project owner, why could an owner take on additional contractual project risk? We have had project owners decide the revenue vs. cost delta was too close and elected to change from AOBC to a QF facility in SMART. This hurts Community Solar and the engagement of ratepayers to whom solar on their roof is not feasible.

**Agricultural Solar Tariff Generation Guidelines:** As published on the DOER website as of today’s date with an Effective Date of April 26, 2018.

Page 2: Agricultural Solar Tariff Generation Unit. (Should read) A Solar Tariff Generation Unit located on Land in Agricultural Use or Prime Agricultural Farmland, *Farmland of Unique and Statewide Importance* that allows the continued use of the land for agriculture.

- A. System Design Parameters: (4) Maximum Size  
Please consider removing the 2 MW restriction on Agricultural Solar. If the land is capable of being designed with up to 5 MW AC of Agricultural Solar, then they should be encouraged and allowed at the 5 MW AC per lot limit.

### **Pre-Determination Form for a ASTGU:**

Last Page: Signature Page

**Farm Operator and Landowner** - there should be a provision to recognize that the Landowner may or may not be the Farm Operator.



It is the responsibility of the holder of the SOQ to maintain the farming of the land during the 20-years of the SMART tariff. The Landowner may or may not be a farmer. If as solar developers, we return a lot of Prime, Unique or Statewide Importance back to farm to an active farm, the farmer may be different from the landowner.

### **Land Use, Siting, and Project Segmentation Guidelines:**

#### **b) Greenfield Subtractor**

We believe if there was annual amount of solar that was required to meet the emissions requirements of Massachusetts, a Greenfield Subtractor would not exist. If the requirements indicated in the Brattle Group were recognized and adopted to install 1 GW of solar, there would be a different conversation with cities, towns and other stakeholders to accomplish emissions reductions mandated by the legislature.

#### **BioMap2: Core and Priority Habitats**

If 1 GW of solar needed to be installed every year, in a defined program to reduce emissions within Massachusetts, a recommendation to remove 40% of the land available for development for solar would not exist. Particularly since this same privately held land is not impeded from being developed for residential, commercial or industrial use.

We believe that pollinator or species mitigation of every solar site rather than prohibition is the best policy to benefit both the environment and species that migrate through or call Massachusetts home.

At a build rate of 1 GW per year of ground mount solar, at a generous five acres per MW average land size would equal 5,000 acres of land development for solar PV per year. With over 6 million acres of land in Massachusetts, 5,000 acres per year is 0.000833 percent of the landmass.

Please see Pope Energy's SMART comment letter dated June 1, 2020 for our position on mitigation vs. prohibition in SMART.

### **Guideline on SMART Consumer Protection:**

There is a dynamic relative to SMART Consumer Protection that requires clarification. A strong percentage of project owners and holders of the SMART SOQ for a project hire third-party community solar providers.

Most of the third-party community solar providers day-to-day processes are not transparent to the owner of the SOQ nor should they be as they should be



experts in their field. The third-party CS provider either delivers on their contractual obligations or they do not. The owner of the SOQ might only have some kind of notice that something is wrong with the CS provider if deadlines are not met and subscriber requirements are not populated. So, if a third-party CS provider has a change in management and therefore a change in how marketing personnel are managed or supervised, or is in the process of going bankrupt, the SOQ holder may become aware of an issue until the Attorney General's office or DOER provides notice of default. Under "three-strikes and you're out", this could happen on one project within days or weeks. What happens if the SOQ project owner has engaged the third-party CS provider on multiple projects? Are all of those projects now in default of their Community Solar Adder conditions and therefore their compensation for all of their projects?

How will the above-mentioned possibility be mitigated to reduce perceived financing risk by banks looking to finance SMART projects including Community Solar as part of the value-add and revenue stream for the project?

Is there or could there be a process whereby the SOQ owner is held separately from the customer facing third-party community solar provider?

Thank you for consideration of the issues within the proposed Guidelines.

Best Regards,

A handwritten signature in black ink, appearing to read "Doug Pope", written over a horizontal line.

Doug Pope