1) Section 1-10 of the IPA Act defines a brownfield site photovoltaic project as needing to be located at a site regulated under one of four programs:

   (A) the U.S. EPA's Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA");
   (B) the U.S. EPA's Corrective Action Program of the federal Resource Conservation and Recovery Act, as amended;
   (C) the Illinois EPA's Site Remediation Program; or
   (D) the Illinois EPA's Solid Waste Program.

Is that definition too restrictive? Are there project types commonly understood as brownfield excluded through this definition? If so, what project types are excluded, and how could this definition be improved?

We do not believe that the definition of a brownfield site under Section 1-10 of the IPA Act is too restrictive. From environmental, legal and technical perspectives, a site that qualifies for this procurement event should be an environmentally-impacted and remediated site that was/is also regulated under these indicated state or federal programs. Our view is that the definition of a brownfield site under the IPA Act is adequate and appropriate.

2) In interpreting that definition, the IPA required that any such project needed to demonstrate having been regulated under the applicable program within the last 15 years. Is that requirement too restrictive? If so, what recency requirement (if any) should apply?

Yes, we believe that this requirement may be too restrictive given that a site that has been fully remediated with no further action required should be able to qualify for this procurement event even if the most recent documentation (i.e. site assessment, remedy decision, cleanup plan, solid waste permit, Remedial Action Plan, Remedial Action Completion Report, or No Further Remediation Letter) was issued more than 15 years ago. One of the objectives of this procurement event is to develop renewable energy projects on sites that are being or have been fully remediated, require no further action (i.e. possess No Further Remediation Letters), and have no future potential for residential or commercial development. A site should be able to qualify if it meets these criteria, even if the most recent documentation is older than 15 years from the bid submission date. We believe that 25 years would be a more appropriate recency requirement.

3) In applying a requirement that any site regulated under the Illinois Site Remediation Program must also demonstrate "actual blight or contamination," the IPA required the following to be submitted:

(i) proof that the site is also regulated by another Program referenced in Section 1-10 of the IPA Act (if documentation from another Program could not be submitted instead of the documentation from the IEPA Site Remediation Program because it was dated before a date 15 years prior to the Bid Date); or (ii) demonstration of contamination at the site and determination of the need for remediation activities through a site assessment from the U.S. EPA Targeted Brownfields Assessment; or (iii) additional documents from the IEPA Site Remediation Program. If the Bidder is electing to provide additional documents from the IEPA Site Remediation Program, the Bidder must: (a) if the Bidder has not already done so, provide a Remedial Action Plan and such document must demonstrate that concentrations of contaminants at the site exceeded the remediation objectives established for the site and require remediation activities; and (b) if the Bidder has not already done so, provide the Remedial Action Completion Report and a No Further Remediation Letter, or certify that such documents have not been issued. If the Remedial Action Completion Report has been issued, it must be provided; it must state that remediation was indeed conducted at the site, and it must be dated later than the Remedial Action Plan. If a No Further Remediation Letter is Provided it must cover the entirety of the site. Is this requirement too onerous? If so, what would be a more reasonable approach to demonstrating "actual blight or contamination," and why?

Our position is that this requirement is not too onerous given that this procurement event is intended to focus only on environmentally-impacted sites that are being or have been remediated under state or federal EPA programs. The intent is not to subject landowners, developers, lenders, asset owners and surrounding communities to potential environmental issues as a result of the development of a photovoltaic project. As a result, we believe that the documentation required under the previous procurement event is appropriate.

4) Consistent with the requirements applicable to the utility-scale solar RFP, projects participating in the Brownfield Procurement were also required to begin delivering RECs by May 31, 2021, with a possible one-year extension should the bidder meet an increased collateral requirement. Given the additional remediation potentially required to successfully develop a brownfield site PV project, is this requirement too onerous? If so, for brownfield site projects, what is a more realistic timeline between project selection and initial REC deliveries?

Under the previous procurement event, projects would be selected in December of 2018 with initial REC deliveries required by May 31, 2021 (30 months). Our position is that this requirement is not too onerous given that a duration of 30 months should be more than sufficient to complete an interconnection study, execute an interconnection agreement, obtain necessary non-ministerial and ministerial permits, design and construct the solar facility, have the utility

complete the interconnection construction work, and complete commissioning and performance testing.

5) Given the complexity of brownfield site development, the IPA recognizes that brownfield site PV projects could face development and performance risks distinct from those faced by a greenfield site utility-scale solar project. Are the REC delivery contract's force majeure provisions sufficient to account for such risks? Are there other ways in which the contract could account for brownfield site development risks? If so, how?

Our position is that a PV facility on a brownfield site will only face development and performance risks greater than those faced by a greenfield site if the brownfield site has either been too recently remediated or encounters issues with the remediation itself. A recently-capped landfill (as an example) is subject to settlement that may impact the facility's ability to generate power as designed. This would not constitute a force majeure event since the corresponding settlement analysis should be conducted by the developer/project company during the initial assessment of the site.

If a site has been properly remediated, has received the required approvals from the corresponding state or federal EPA and nonetheless encounters an environmental issue that forces all or part of the site to shut down operations, our position is that this should constitute a force majeure event in that the developer/project company ensured that the site had been properly remediated and secured the appropriate documentation. The extent to which the project company is unable to generate power, due to the aforementioned suspension or stoppage, would be covered under this force majeure clause. In such an event, the obligations of the Claiming Party (i.e. project company), would be suspended during this period until the disruption was resolved.

6) If you bid in the Brownfield Procurement, how did you learn about the opportunity to bid? Are there other venues or mediums through which information could have been published/provided that would have made it easier for you to learn about the procurement event?

Our firm has been tracking the market in Illinois well before the Future Energy Jobs Act was made effective in June of 2017. [redacted] We have also been closely following the Long-Term Renewable Resources Procurement Plan, which confirmed the procurement of 80,000 RECs for new brownfield site PV projects in December of 2017. We continued to track the drafts of the Procurement Plan, monitored all IPA announcements, and were consequently prepared to submit our bids once the RFP process and rules were published by the IPA.

7) [CONFIDENTIAL] Bids were received in the Brownfield Procurement in late November of 2018, just months before the opening of the Adjustable Block Program, which provides incentives for RECs from new PV projects of up to 2 MW in size. Did the opportunity for incentives through the Adjustable Block Program impact your participation in the Brownfield Procurement? Did it impact your bid price?

[redacted]

8) [CONFIDENTIAL] If you bid in the Brownfield Procurement—if the IPA were to conduct a second Brownfield Procurement in 2019, would you bid again?

[redacted]