

M70 Board Solar Questions October 22, 2021

The following are a compilation of questions from various people including board members and residents. These questions relate to a request to change the operating rules and to establish a standing solar committee to administer the proposed system. As such, there is a potential that the mutual may bear additional costs for this administration which will impact all residents and potentially shift infrastructure responsibility.

In an effort to create transparency we will also post the written response from the Rossmoor Solar Initiative group who is requesting the proposed group solar installation.

1. As this proposed group installation currently benefits only 15% of the mutual residents should there be a mutual wide survey to see if there is broader support?
2. Has a budget/estimate been prepared for the total all-inclusive cost involved with the solar installation?
3. If the budget has been completed what guaranteed savings for the residents?
4. What is the warranty period on the labor, installation and equipment?
5. Is the solar provider responsible for the total installation including any roofing repair, damage of existing finishes, etc. that might occur during installation?
6. The Solar Providers boilerplate contract says the owner is responsible for the structural and electrical integrity. How will this be determined, documented and paid for?
7. The boiler plate contract also includes "Exclusions" who will bear these costs if these items come up?
8. Has the group set a threshold minimum for energy savings and payback period?
9. Are there monthly charges to the residents for the system? – service, maintenance, inspections, etc.
10. Who owns the system?
11. Who Maintains the system?
12. What is the end of life cycle replacement or decommissioning plan? Who will bear the cost?

13. Who will bear the cost of the new meter sets? This will include trenching, disposal, new conduit, wiring, ac repair, inspections, permit fees, etc.
14. Remove and replace costs associated with roofing replacement starting in five years. Is this in the cost of the system?
15. The Boiler plate solar contract requires a legal description of property how will this be done if it's a shared system on a common area? Is this also important to meet the NEM2 rebate?
16. The proposed language governing the envisioned committee makes them semi-autonomous and includes language regarding recording of ownership and transfer or sale of panels. How will this be documented and meet title transfer requirements at time of sale?
17. Will the system be on-the-grid-connected and what are the charges?
18. How will the savings be allocated? For example, will it be a flat pro rata share based on the number of panels or will it be use only? Some owners are gone for longer periods of time, will this lower use effect their actual savings or will it go into a larger pool for distribution?
19. Will each residence continue to be individually metered?
20. Will the system have battery storage/back-up? If so, where will the batteries be housed and have provisions been made for removal and replacement during upcoming building painting projects?
21. Will the existing trees need to be trimmed or removed?
22. If connected to the power grid, what effect will there be when there are brown outs or power outages?
23. Who will maintain the system, and will there be any ongoing costs to the residents for this service?
24. Insurance; current minimums for insurance of vendors is one million dollars plus a separate policy addendum naming the Mutual and MOD as additional insured. The boiler plate contract has a \$500,000 limit with the "owner indemnifying the contractor" which would not be approved by the Mutual or the Board. Have the actual Mutual / MOD insurance requirements been confirmed with the provider?

25. What is the operating agreement this entity will have with shared solar owners and M70?
26. How will this entity cover expenses of insurance, removal/reinstallation and any other expenses? These expenses should not become part of the Mutual's operating budget.
27. The proposed group solar is similar to M48 who has an individual who handles the allocation of "credit" from PG&E back to shared solar members. In the documents provided, it states PG&E will handle this, has PG&E confirmed?
28. Financial Costs: So far 25 owners have expressed interest with ? waiting to see how M70 Board responds. Changing Operating Rules will cost money (legal, mailing and board time). Who pays for this? It appears that the Shared Solar Owners are asking for M70 owners who do not want (at this point in time) to be part of this proposed system to foot the legal bill for those who want it. How is this better resolved?
29. Carports as currently identified are exclusive use common property and not the property of the individual owner. The transfer of ownership of the carport roofs to the shares solar group can not imply the transfer of ownership of the carports. Has this been reviewed and dealt with?
30. As noted in the meeting changes to M70 Operating Rules will require the Mutual's attorney to draft new language. This will then need to go before the board for approval and subsequently to the entire membership for a twenty-eight day review period. As of the October 21st board meeting the best case scenario for approval was late December or early January. How does this effect the NEM2 rebates?
31. The Operating Rules section for Alterations, Solar, etc, amended by the Mutual's attorney, has cost that will need to be included in the solar evaluation. Has this been included in the budget?