

FAX FILE

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**GreenField
Steam & Electric**

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GreenField Steam & Electric Co.

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www.brightersolar.com**PUCO**

ATTENTION: PUCO DOCKETING DEPARTMENT

September 8, 2008

Dear PUCO:

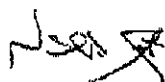
This letter is intended to document our Company's comments in response to the PUCO staff's proposed rules on Ohio Senate Bill 221, case 08-888-EL-ORD. GreenField is a solar energy system manufacturer based in Ohio that produces a unique concentrator photovoltaic (CPV) solution.

Our comments are:

- ◆ 40-01 F: The word "clean coal" should be replaced with "processed coal", to avoid debate and controversy. Most scientists believe "clean coal" is an oxymoron, and they consider it to be a marketing name rather than a name that truly describes it. PUCO can avoid the controversy altogether using a different name.
- ◆ 40-01 HH: The word "Solar thermal" should be replaced with "Solar thermal electric", to avoid confusion with other forms of solar thermal that in some cases is associated with displacement of natural gas (e.g., building heat, hot water, etc.) rather than electric generation.
- ◆ 40-02 B: The statement "commission may waive any requirement of Chapter 4901:1-40 of the Administrative Code for good cause shown." is exceptionally broad and therefore should be either removed or narrowed considerably (i.e., "good cause" should be clearly defined).
- ◆ 40-03 B - 1: The Baseline should be based on the total sales, rather than the standard service offer sales, which is a smaller number. The potential benefits to renewable energy apply to all production, and are not exclusive to a subset of production.
- ◆ 40-07 Cost Cap: the "reasonably expected generation rate" used to compare the cost of compliance should include an environmental cost of the non-renewable energies, in many cases raising the rate. This is necessary to fairly compare the cost of compliance to the "reasonably expected generation rate", including all costs. Costs can be determined using market factors such as carbon credits.
- ◆ 40-07 D: The word "may" should be replaced with the word "will". Otherwise, it's ambiguous as to when this would happen and under what conditions.
- ◆ 40-08 A: The compliance payment should not be an "all or nothing" payment. Specifically, the payment should be applied proportionally, even if the three percent cost cap provision is exceeded. It would not make sense to waive the compliance payment entirely if the three per cent cap is exceeded, because the cost of renewable energy does not necessarily scale linearly with increasing rates of deployment; rather, initial deployments may be more efficient than later deployments, because later deployments may be installed in less favorable conditions. Similarly, as deployment rates change, that affects industry supply and demand for the equipment, which affects prices.

Please call me at 440 546 9780 if you have any questions. Thank you.

Sincerely,



Neil Sater, CEO

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