

Program Guidebook

ADJUSTABLE BLOCK PROGRAM



June 4 ~~February 26~~,

Adjustable Block Program Guidebook

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Introduction

The Adjustable Block Program is a state-administered solar incentive program created to facilitate the development of new photovoltaic distributed generation and community solar projects through the issuance of renewable energy credit delivery contracts, as required by Illinois law. The Adjustable Block Program Guidebook is a document created by the Adjustable Block Program Administrator to provide existing and prospective program participants with necessary guidance about application requirements, participation requirements, program processes, and other aspects of the Adjustable Block Program. The Program Guidebook works in conjunction with the Illinois Power Agency's Revised Long-Term Renewable Resources Procurement Plan to outline program requirements for Approved Vendors and their subcontractors.

The Program Guidebook is reviewed and updated on periodic basis by the Adjustable Block Program Administrator, InClime, Inc., in consultation with the Illinois Power Agency ("IPA" or "Agency"). Any omission of content from a prior version of this Guidebook through an update may not necessarily constitute the omission of a requirement, as some edits are made for cosmetic or synthesizing purposes and not to reflect the removal of a requirement. More information on the update process of this document can be found in Section 9: Guidebook Update Process.

The Agency and Program Administrator will update the Guidebook periodically as necessary to reflect changes in law and/or orders of the Illinois Commerce Commission ("Commission") which impact the Adjustable Block Program ("ABP" or "Program"), or the development of other requirements through separate comment and requirement publishing processes. In the event that subsequent changes in law, Commission orders, or the development of other program materials conflict with this Guidebook, those statutes and orders shall supersede the relevant portions of this Guidebook until such time as revisions may be completed.

Section 1: Adjustable Block Program Description

A complete description of the Program can be found in the Agency's Revised Long-Term Renewable Resources Procurement Plan ("Plan" or "Revised Plan"), <http://illinoisabp.com/wp-content/uploads/2020/04/Revised-LTRRPP-updated-from-ICC-Order-20-April-2020.pdf>, which was approved by the Illinois Commerce Commission in Docket No. 19-0995 on February 18, 2020, and published by the IPA on April 18, 2020. This Section of this Guidebook contains a summary of the Program designed for quick reference; subsequent sections elaborate on various aspects of the Program, including further guidelines not found in the Plan. A Glossary in Section 10 of this Guidebook provides a description of key terms used throughout.

The ABP provides incentives for the development of new photovoltaic distributed generation ("DG") and community solar projects located in Illinois. These incentives are provided through payments made for the Renewable Energy Credits ("RECs") generated by participating projects over their first 15 years of

operation. These payments are made through contracts between Illinois electric utilities and Approved Vendors (as described below).

The ABP is administered pursuant to Section 1-75(c) of the IPA Act (20 ILCS 3855). The Illinois Power Agency is the state agency responsible for the Program's general management and implementation. Day to day administration of the program is the responsibility of the Agency's third-party Adjustable Block Program Administrator, InClime, Inc.

In addition to the approval of the Agency's Plan and the approval of REC delivery contracts, many other aspects of photovoltaic development and installation in Illinois are under the jurisdiction of the Illinois Commerce Commission. These include the certification of distributed generation installers, interconnection standards, net metering tariffs, and tariffs allowing for a smart inverter rebate for non-residential PV systems.

A. Block Structure

The core of the Adjustable Block Program is the concept of a "block." A block constitutes a pre-established amount of program capacity available for a certain project type at a transparent, administratively set REC price or prices, with prices differing slightly depending on project attributes. Blocks are intended to create a progression from one price level to another based on the response of the market. A strong response from the market will result in a rapid progression to a lower price level, for example, while a weak response could elicit an increase in incentives if necessary, to facilitate market growth.

The initial target for the Adjustable Block program is for participating systems to be delivering 1,000,000 RECs annually by the end of the 2020-2021 delivery year (i.e., May 31, 2021). Applying a standard capacity factor, this delivery requirement requires approximately 666 MW of new photovoltaic generation. To achieve that goal, the Program's block structure was originally designed such that entirely filling three blocks per project category (see below for a description of the three categories) with new photovoltaic projects should result in meeting the program goal of 1 million RECs per year by the end of 2020-2021. The Commission's April 3, 2018 Order approving the Initial Long-Term Renewable Resources Procurement Plan required the Agency to initially withhold 25% of program capacity (taken entirely from Block 3) for discretionary allocation; consequently, a fourth block from one or multiple program categories was required to meet this goal. The Agency announced its allocation of that 25% discretionary capacity on April 3, 2019¹ and it is listed in the table below.

¹ The Agency's discretionary capacity allocation decision can be found here: <https://illinoisabp.com/wp-content/uploads/2019/04/Discretionary-Capacity-Rationale-4.3.19.pdf>.

Block Group	Block Category	Block 1	Block 2	Block 3 ²	Block 4
Group A (Ameren Illinois, MidAmerican, Mt. Carmel, Rural Electric Cooperatives and Municipal Utilities located in MISO)	Small DG	22	22	5.5	-
	Large DG	22	22	5.5	91.5
	Community Solar	22	22	5.5	12
Group B (ComEd, and Rural Electric Cooperatives and Municipal Utilities located in PJM)	Small DG	52	52	13	-
	Large DG	52	52	13	33
	Community Solar	52	52	13	30
Total		222	222	55.5	166.5

(All Blocks are closed as of the publication of this edition of the Guidebook (~~February-June 26~~, 2021), as indicated by the shaded cells.)

Blocks are allocated into two groups by service territory/geographic category:

- Group A: for projects located in the service territories of Ameren Illinois, MidAmerican, Mt. Carmel Public Utility, and rural electric cooperatives and municipal utilities located in MISO.
- Group B: for projects located in the service territories of ComEd, and rural electric cooperatives and municipal utilities located in PJM.

Consistent with Section 1-10 of the IPA Act, all system sizes in the Adjustable Block Program are measured in maximum continuous AC as measured at the inverter.

As described in Sections 3.22 and 6.3 of the Revised Long-Term Plan,³ absent additional funding being identified to support the Adjustable Block Program (presumably through legislative changes to the Illinois RPS), **no additional blocks other than those identified above are planned to open in the coming years.** As of the publication of this updated Program Guidebook, all blocks have been filled to capacity. Project applications for all Group/categories are being placed on waitlists as described in Section 1.D below. Subscriptions to Community Solar projects remain open.

For more information on how future blocks of capacity would be opened if funding is identified, see Section 6.3.3.1.2 (for community solar project selection) and 6.4 (on REC pricing adjustments) of the [Revised Plan](#). Any opening of new blocks will be accompanied by opportunities for stakeholder comment and feedback prior to the finalization of block opening processes and procedures.

² As discussed above, Block 3 volumes have been decreased for consistency with the Commission's Order in Docket No. 17-0838 requiring that the 25% of discretionary capacity be held in reserve. See Docket No. 17-0838, Final Order dated April 3, 2018 at 60.

³ The Final version of the Revised Long-Term Plan can be found here: <http://illinoisabp.com/wp-content/uploads/2020/04/Revised-LTRRPP-updated-from-ICC-Order-20-April-2020.pdf>.

B. Transition Between Blocks⁴

Generally speaking, upon or shortly after a block's capacity becoming filled, the next block for that category will open at a price expected to be 4% lower than the previous block.

Small DG Blocks 2 were held open for 7 calendar days after the block volume was filled (with block volume defined by a measurement of a project being submitted to the program through the payment of the application fee). For the closing of the Small DG Blocks 2, the capacity of Block 3 was adjusted down to account for any capacity submitted during that 7-day period. The Agency announces when a block has been filled and what the closing date is. For the Small DG categories, opening of new blocks other than Blocks 2 and 3 (that is, other than those blocks previously authorized through the Initial Plan) will not be automatic because opening those blocks will be subject to the identification of available funding.

Small DG Blocks 3 closed when the block volume filled, and any projects submitted after that time are added to a first-come/first-served waitlist for the Group/category, pending the analysis of available funds and the verification of eligibility of projects that applied to the program prior to them.

Subject to the conditions outlined above, a project will receive the price of the block that is open at the time the Part I project application is submitted. If a block closes while a project application is being reviewed and the project is not accepted, the capacity associated with that rejected project will be assigned to the next block.

Should a system in a given block fail to be developed and withdraw from the Program, that system's portion of the block will be forfeited. The volume associated with the forfeited system will be added to the block that is currently open (or, if no block is currently open, the most recently closed block) at the price for that block.

C. Lottery Procedure

The initial Long-Term Renewable Resources Procurement Plan called for a random project selection process (i.e., a lottery) in the event that project applications received within the first 14 days of a Block 1 opening exceeded 200% of that Block 1 capacity. Thus, when the Adjustable Block Program opened for project applications in 2019, initial project application volumes required that lotteries be held to select projects for the Groups A and B Community Solar and Group A Large DG categories. For more information on that lottery procedure, please see the [May 31, 2019 version](#) of this Guidebook. The ongoing management of community solar projects not selected and remaining on the waitlist is described in the following section. The lottery that occurred in 2019 for Group A Large DG selected all eligible projects and

⁴ Large DG and Community Solar Blocks 1-4 for both Group A and Group B have been filled and project applications are being put on waitlists. This section only applies to Small DG Blocks.

⁵ The IPA released an announcement on the Group A Large DG Block 4 closing here: <https://illinoisabp.com/2020/03/06/group-a-large-dg-block-4-closed-2/>

thus did not result in any eligible projects being placed on a waitlist, but that category (along with Group B Large DG) subsequently formed a waitlist in 2020 when it reached its available capacity.⁵

D. Waitlist Procedures

1. For the categories that have a waitlist, projects will be selected from the waitlist in the established waitlist order. Those selections will occur if/when project(s) in that Group/category that previously received the Program Administrator's recommendation for a REC Contract⁶ withdraw or are otherwise removed from the Program, thus opening up capacity. This may not be a one-to-one relationship by number of projects; in general, sufficient capacity must be vacated by withdrawn projects to accommodate a project coming off the waitlist.

*Example: A 2 MW project that previously was selected for a REC Contract withdraws from the ABP. The sizes of the next projects on the waitlist are, in queue order, 600 kW, 800 kW, and 700 kW. The 600 kW project and the 800 kW project would be selected off the waitlist, taking up 1.4 MW of the newly vacated capacity. The 700 kW project would remain on the waitlist because its selection would cause the remaining 600 kW of available capacity to be exceeded. The 700 kW project would **not** be skipped over in favor of selecting a waitlist project <=600 kW. Rather, the 600 kW of available capacity would remain open until additional projects withdrew to open up sufficient capacity to accommodate the 700 kW project.*

2. Once a project is selected off of the waitlist, it will receive the last available pricing for that Group/category combination and the Approved Vendor will be given 10 business days to accept or decline the selection. If it declines, the next project(s) on the waitlist (subject to available capacity) would be selected along the same terms (10 business days to accept or decline) with this process repeated as necessary until the available capacity is filled (again, subject to available capacity).
3. Projects may, but are not required to, remain in the interconnection queue (i.e., maintain a valid interconnection agreement with the applicable utility) to maintain their place on the waitlist. Exceptions will be made for projects that are forced from the utility interconnection queue due to the utility's queue management process, including, but not limited to, being forced to pay a potentially nonrefundable deposit to remain in the queue, or incurring other costs to remain on the waitlist. Any project that has exited the interconnection queue must provide proof that it has

⁵ The IPA released an announcement on the Group A Large DG Block 4 closing here: <https://illinoisabp.com/2020/03/06/group-a-large-dg-block-4-closed-2/>

⁶ Please note, as of the publishing of this version of the Program Guidebook, the REC contract is undergoing a refresh process. Once this process is complete and the Refreshed REC Contract is finalized, portions of this document that reference the REC contract will be updated to reflect any necessary changes. More details on this process can be found here: <https://illinoisabp.com/rec-contract/>

reapplied for interconnection as a condition of its selection off of the waitlist. Any project that declines a utility interconnection restudy, declines to pay a potentially nonrefundable deposit to remain in the queue, or otherwise takes an action that pre-emptively removes itself from the utility interconnection queue rather than wait for involuntary removal will be deemed to have been removed from the queue involuntarily. Such projects will remain eligible for selection off of the waitlist.

4. **For community solar projects**, under the Revised Plan, to replace projects originally selected in the lottery should those projects withdraw from the Program or fail to become energized in a timely manner, the Agency will maintain the existing waitlist established through the April 2019 lotteries and continue to select projects in that ordinal ranking for replacing those original projects. Until the opening of a new Block 5, projects will be selected at Block 4 pricing, but with any small subscriber adder capped at the levels described in Section F while still maintaining the small subscriber commitment made for the lottery.

In order for a community solar project to remain on that waitlist, Approved Vendors were required to verify with the Program Administrator within 90 days of the approval of the Revised Plan that the project maintained any applicable land use permits and site control (e.g., leases or lease options). The community solar waitlists located on the [community solar dashboard page](#) of the ABP website reflect the projects which met this requirement.

In the event that a Block 5 for community solar categories should open, , the first 50% of this block would be filled using systems from the current ordinal community solar waitlist and remaining 50% of new block community solar capacity would be reserved for projects whose selection would be in part intended to increase the variety of community solar locations, models, and options in Illinois. More detail on this project selection process for opening new community solar blocks can be found in Section 6.3.3.1.2 of the Agency's Revised Long-Term Plan. Please note that the opening of additional blocks of capacity for the Adjustable Block Program will require legislative action. Such legislation may also alter other aspects of the Adjustable Block Program, such as this process for community solar Block 5.

- ~~5.~~ **For distributed generation categories** that have a waitlist, the Program will continue accepting project applications and place those projects on the waitlist for each Group/Category on a first come/first served basis, with newly opened space created by earlier projects that are not approved or are withdrawn filled from the top of the waitlist at Block 4 pricing. A project will be considered submitted when the application fee for the project is paid. In the event that new blocks of capacity are opened, projects on the waitlist at that time would then be placed into the next block or blocks of capacity in the waitlist order at the REC price applicable to that next block (subject to available capacity in that next block or blocks). Please note that the opening of additional blocks of capacity for the Adjustable Block Program will require legislative action. Such

legislation may also alter other aspects of the Adjustable Block Program, such as this process for additional blocks of capacity.

5.

E. REC Pricing

The following table lists the prices for RECs by each identified Group, Category, and Block. Shaded blocks indicate prices that are no longer available. The Block 4 prices shown are applicable to projects selected off waitlists. The Agency will monitor performance during the initial Blocks and may elect to modify the price change between blocks based upon the speed at which each Block is filled or other market-based factors.

Block Group	Block Category		Block 1	Block 2	Block 3	Block 4
Group A (Ameren Illinois, MidAmerican, Mt. Carmel, Rural Electric Cooperatives, and Municipal Utilities located in MISO)	Small DG	≤10 kW	\$85.10	\$81.70	\$78.43	
	Large DG	>10 - 25 kW	\$78.70	\$75.55	\$72.53	\$69.63
		>25 - 100 kW	\$64.41	\$61.83	\$59.36	\$56.99
		>100 - 200 kW	\$52.54	\$50.44	\$48.42	\$46.48
		>200 - 500 kW	\$46.85	\$44.98	\$43.18	\$41.45
		>500 - 2,000 kW	\$43.42	\$41.68	\$40.02	\$38.42
	Community Solar	≤10 kW	\$96.12	\$92.28	\$88.58	\$85.04
		>10 - 25 kW	\$87.07	\$83.59	\$80.24	\$77.03
		>25 - 100 kW	\$70.95	\$68.11	\$65.39	\$62.77
		>100 - 200 kW	\$60.47	\$58.05	\$55.73	\$53.50
		>200 - 500 kW	\$55.46	\$53.24	\$51.11	\$49.07
		>500 - 2,000 kW	\$52.28	\$50.19	\$48.18	\$46.25
		Co-located systems exceeding 2 MW in aggregate size	\$47.03	\$45.15	\$43.34	\$41.61
Group B (ComEd, and Rural Electric Cooperatives and Municipal Utilities located in PJM)	Small DG	≤10 kW	\$72.97	\$70.05	\$67.25	
	Large DG	>10 - 25 kW	\$73.23	\$70.30	\$67.49	\$64.79
		>25 - 100 kW	\$65.61	\$62.99	\$60.47	\$58.05
		>100 - 200 kW	\$53.75	\$51.60	\$49.54	\$47.56
		>200 - 500 kW	\$48.07	\$46.15	\$44.30	\$42.53
		>500 - 2,000 kW	\$44.64	\$42.85	\$41.14	\$39.49
	Community Solar	≤10 kW	\$91.89	\$88.21	\$84.69	\$81.30
		>10 - 25 kW	\$82.82	\$79.51	\$76.33	\$73.28
		>25 - 100 kW	\$66.65	\$63.98	\$61.42	\$58.96
		>100 - 200 kW	\$56.12	\$53.88	\$51.72	\$49.65
		>200 - 500 kW	\$51.09	\$49.05	\$47.08	\$45.20
		>500 - 2,000 kW	\$47.88	\$45.96	\$44.13	\$42.36
		Co-located systems exceeding	\$42.59	\$40.89	\$39.25	\$37.68

		2 MW in aggregate size				
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F. Community Solar

Community solar subscriptions occur at the account level. A single utility account may have multiple subscriptions to different community solar projects. Details of community solar subscription requirements are determined by applicable utility tariffs.

1. Small Subscriber Adder

Community solar projects will be provided the following adders based on percentage of small subscribers:

Adder	\$/REC	
	Group A	Group B
Less than 25% small subscriber	No adder	No adder
25% or greater small subscriber and less than 50% small subscriber	\$11.17	\$10.88
50% or greater small subscriber	\$22.34	\$21.77
Greater than 75% small subscriber	\$33.51	\$32.65

The community solar adders of \$33.51 for Group A and \$32.65 for Group B commensurate with a small subscriber level greater than 75% no longer applies to community solar projects selected (either through being taken off a waitlist, or as part of the opening of new blocks of capacity) after the ICC's approval of the IPA's Revised Long-Term Plan on February 18, 2020. This 75% small subscriber adder will continue to apply to community solar projects that were selected prior to that date. For projects selected after this change, the maximum adder for projects with 50% or greater small subscribers will be \$22.34 for projects in Group A and \$21.77 for projects in Group B.

The applicability of a small subscriber adder will be determined based on the percentage of the project's generating capacity (measured in kW AC) met through small subscribers' subscriptions, and not the overall number of small subscribers. A community solar project will have to demonstrate a level of small subscribers corresponding to the adder at the time of energization to receive an adder initially; if it does not meet that level by 1 year after energization, the project will instead receive the small subscriber adder associated with its actual realized level of small subscribers as of Year 1 (if any). A project would also be subject to a 20% penalty on the contract value if it proposed at least 50% small subscribers in its Part I application but realizes less than 50% small subscribers as of Year 1. Furthermore, the project will have to maintain the small subscriber subscription levels over time or face payment reductions or collateral drawdowns if the level is not maintained, as discussed further in Section 7 of this Guidebook.

A small subscriber is defined as a customer on a residential or small commercial rate class with a subscription of less than 25 kW. Eligible small commercial rate classes for the investor-owned utilities are as follows:

- Commonwealth Edison: “watt-hour delivery class” and “small load delivery class”
- Ameren Illinois: “DS-2”
- MidAmerican: “GE”, “GD”, “GET”, “GDT”, “GER”, and “GDR”

Confidential Treatment of Subscriber Information

In the course of marketing, soliciting and subscribing customers, Approved Vendors and/or their Designees, subcontractors, or agents, may obtain confidential, proprietary, or otherwise generally non-public information from subscribers or potential subscribers. This information may include the subscriber or potential subscriber’s utility account number, utility account name, meter number, or other confidential information. Approved Vendors, Designees, subcontractors, and agents shall maintain the confidentiality and security of all such information received from subscribers and potential subscribers. Furthermore, Approved Vendors, Designees, subcontractors and agents shall not release such information to any other person or entity without the written consent of the subscriber or potential subscriber. This restriction shall not apply to the necessary sharing of such information between an Approved Vendor and its Designees, subcontractors, or agents in order to enroll a community solar subscriber, nor shall it apply to requests from the Program Administrator and/or the Agency as needed for program administration. Approved Vendors and Designees who violate this program requirement, either directly or through the conduct of a subcontractor or agent, may be subject to disciplinary action, including possible suspension from the Adjustable Block Program.

Section 2: Approved Vendors

Participation in the Adjustable Block Program takes place through Approved Vendors. By having only Approved Vendors eligible to receive direct payments through the Program—i.e., ensuring that any entity receiving a REC delivery contract is registered with and vetted by the Agency, and has met conditions predicate—it is possible to monitor compliance with program terms and conditions, ensure the accuracy and quality of information submitted, and reduce the administrative burden on the contractual counterparties. This model benefits consumers because they will be able to verify that an entity that proposes to develop a photovoltaic system for them or sell them a subscription to a community solar project is a legitimate entity participating in the program. An Approved Vendor that fails to live up to the requirements of the Adjustable Block Program and is a “bad actor” could have a significant negative impact on the entire renewable energy market in Illinois that would extend beyond just its own actions. It is important for the Agency to have the ability to monitor the program and ensure high quality performance by the Approved Vendors.

An Approved Vendor serves as the contractual counterparty with the utility, and thus the entity that receives payments from the utility for REC deliveries as contract obligations are met. Approved Vendors are therefore the entities responsible for submitting paperwork to the Program Administrator (as the responsible party for the information contained in that paperwork), maintaining collateral requirements, and providing ongoing information and reporting. As such, Approved Vendors will have to coordinate the downstream information from installers/developers as well as individual system owners (who may provide required information through the installer/developer).

The Program does not require a specific delegation of duties between the Approved Vendor, installer/developer, system owner, or other parties. The key consideration is that the Approved Vendor is ultimately responsible for the fulfillment of contractual obligations, including any obligations delegated to subcontractors, in a manner consistent with the requirements of this Plan and of the Approved Vendor’s contract with the counterparty utility.

Approved Vendors must renew their approval once a year. Failure by an Approved Vendor to follow the requirements of the Adjustable Block Program could result in the entity having the suspension or revocation of its status as an Approved Vendor and thus losing the ability to bring new projects into the Program. Losing that status would not relieve an Approved Vendor of its obligations to ensure that RECs from its projects that have been energized continue to be delivered to the applicable utility; failure to do so could result in having the vendor’s credit collateral drawn upon.

The following information will be collected from prospective Approved Vendors and evaluated using the criteria listed below. *Italicized items (excluding sub-section headers) will not be required for distributed*

generation Single Project Approved Vendors,⁷ and bolded items (excluding sub-section headers) will only be required for Approved Vendors who wish to act as an Approved Vendor for one or more Community Solar projects.

Registration as an Adjustable Block Program Approved Vendor is a prerequisite to becoming an Illinois Solar for All Approved Vendor, and the loss or suspension of Approved Vendor status under the Adjustable Block Program would result in an Approved Vendor's status under the Illinois Solar for All Program to also being terminated or suspended.

A. List of information collected in Approved Vendor Application

Vendor Contact Information

1. Legal Business Entity Name
2. Any Doing Business As ("DBA") name
3. Address of principal place of business
4. Name, phone number, and email address of primary point of contact responsible for the company's day-to-day interaction with the Adjustable Block Program
5. Telephone number of company

Company Background

6. Ownership structure, including any affiliated businesses either owned or partially owned by the proposed Approved Vendor or who have ownership of all or part of the Approved Vendor
7. Employer Identification Number ("EIN")
8. Business Type (Corporation, LLC, LP, LLP, General Partnership, Nonprofit, Sole Proprietor, Other)
9. A listing of shareholders, owners, partners or proprietors with ownership interests in excess of 5% and the amount of their respective ownership interests (Not required for public companies)
10. Business entity home state of registration
11. Other states where entity is registered to do business
12. Business entity date of organization/incorporation in home state

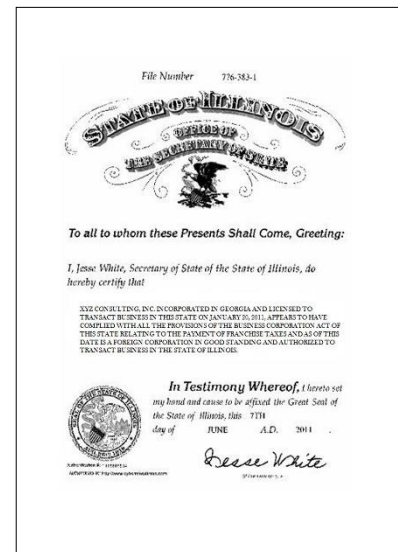


Figure 1- Secretary of State Good Standing

⁷ A Single Project Approved Vendor has simplified application requirements and a minimum size of 100 kW. See Section 6.9 of the Long-Term Plan for more information.

13. Demonstrate authorization to do business in Illinois by uploading an Illinois Secretary of State statement of good standing dated within the past 12 months if a corporation, LLC, or non-profit (Example in Figure 1)
14. If the company is engaged in installing distributed generation projects, provide proof of Distributed Generation Installer Certification from the Illinois Commerce Commission, in the form of the Commission's order in the certification docket granting the company's certificate
15. Provide a printout of either PJM-GATS aggregator account or M-RETS account ownership confirmation
16. Company website (Parent company website if special purpose entity)

Vendor Classification and Project Types

17. Is this an application for a Single Project Approved Vendor?
18. Is this Approved Vendor an affiliate (as defined in Section 7.3.1 of the Long-Term Renewable Resources Procurement Plan) of any other Approved Vendor or current or intended Approved Vendor applicant? If yes, provide the name(s) of affiliated Approved Vendor or applicant.
19. Are you a minority-owned or female-owned business enterprise as specified in Section 1-75(c)(7) of the Illinois Power Agency Act (20 ILCS 3855) or a small business as defined in the Small Business Advisory Act (20 ILCS 692/5)? [If so, an upload must will be provided to provide documentation of that status. Any small business claim submitted should be on company letterhead and signed by an authorized representative of the Approved Vendor.]

Legal and Regulatory Information

A yes answer to any Legal and Regulatory question will not automatically disqualify a firm from Approved Vendor status. Information provided will be considered in conjunction with all other information in the application to determine an Approved Vendor's eligibility.

20. Within the past five (5) years, has the business; any affiliate of the business that is engaged in operations in the U.S. related to energy; or any current or former owner (not including public shareholders), partner, director, officer, principal, or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve contracts for the business:
 - a. Been sanctioned or proposed for sanction relative to any business or professional permit or license?
 - b. Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal or state statutes?
 - c. Been recommended for suspension or debarment?
 - d. Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?

- e. *Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:*
 - i. *Misappropriation of funds or property;*
 - ii. *A criminal act that reflects adversely on the individual's honesty;*
 - iii. *Actual loss to the company or other person; or*
 - iv. *Dishonesty, fraud, deceit, or misrepresentation.*

Note: The above does not include minor misdemeanors like speeding or parking tickets and does not include actions taken by former employees after leaving the employ of your company.

- f. *Been suspended, cancelled, terminated or found non-responsible on any contract, or had a surety called upon to complete an awarded contract?*

For any Yes answers, provide an explanation of the issue(s), relevant dates, the entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s).

- 21. Within the past five (5) years, has the proposed Approved Vendor or any of its affiliates that are or were engaged in operations in the U.S. related to energy had any judgments filed against it which remain undischarged? If yes, provide an explanation of the issue(s), relevant dates, the Claimant's name, the amount of the judgment, and the current status of the issue(s).
- 22. Within the last seven (7) years, has the proposed Approved Vendor or any of its affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? If so, provide the Bankruptcy Code chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "initiated," "pending," or "closed".
- 23. Within the last seven (7) years, has any owner with greater than 15% ownership or principal of the proposed Approved Vendor or any of its affiliates been the owner or a principal (with greater than 15% ownership) in a company subject to any bankruptcy proceedings, whether or not closed, or that is currently in any bankruptcy proceeding pending? If so, provide the Bankruptcy Code chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "initiated," "pending," or "closed".
- 24. During the past five (5) years, has the proposed Approved Vendor or any of its affiliates failed to file a tax return or fully pay taxes according to deadlines required by federal, state, or local laws in the amount of \$10,000 or more? If yes, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the proposed Approved Vendor failed to file/pay, and the current status of the tax liability.
- 25. During the past five (5) years, has the proposed Approved Vendor or any of its affiliates that are or were engaged in operations in the U.S. related to energy been audited by any government entity resulting in a negative audit finding or requirement for remedial action? If yes, provide an explanation of the issue(s) under investigation, relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s).

26. *During the past five (5) years, has the proposed Approved Vendor or any of its affiliates that are or were engaged in operations in the U.S. related to energy been the subject of any judgment or settlement as the result of by any public consumer protection authority (including but not limited to a federal/state/local attorney general's office, consumer protection bureau, or other consumer protection entity) in any jurisdiction? If yes, provide any remedial or corrective actions(s) taken and current status of the issue(s).*
27. *During the past five (5) years, has the proposed Approved Vendor or any of its affiliates that are engaged in operations in the U.S. related to energy been the subject of any unresolved Better Business Bureau complaints in any jurisdiction? If yes, provide any remedial or corrective actions(s) taken and current status of the issue(s).*
28. *During the past five (5) years, has the proposed Approved Vendor or any of its affiliates that are or were engaged in operations in the U.S. related to energy been the subject of any judgment or settlement as the result of lawsuits filed in a court of law or formal complaints filed with a regulatory agency alleging fraud, deception or unfair marketing practices, or other similar allegations? If yes, please identify the name, case number, and jurisdiction of each such lawsuit or complaint, any remedial or corrective action(s) taken, and the current status of the lawsuit or complaint.*
29. *During the past five (5) years, has the proposed Approved Vendor or its affiliates that are or were engaged in operations in the U.S. related to energy been suspended from participation or denied the ability to participate in a government or utility administered renewable energy incentive program? If yes, provide the name of the program and jurisdiction, an explanation of the issue(s), and the current status of the issue(s).*

Additional Questions Not Used for Qualification

30. The utility service territory or territories in which the Approved Vendor seeks to operate (ComEd, Ameren Illinois, MidAmerican, municipal utility/rural electric co-operatives).
31. Type of Approved Vendor (may select more than one): DG Installer, Community Solar Project Developer, SREC broker/aggregator, non-profit, other.
32. Do you intend to participate in the Illinois Solar for All program?
33. Do you consent to be contacted by representatives from solar job training programs in Illinois?
34. Do you have corporate hiring policies in place which prohibit the hiring of individuals who have been convicted of a crime?
35. Do you want to be listed on the public Approved Vendors list on the illinoisabp.com website?
36. *Please list all social media accounts associated with the proposed Approved Vendor.*⁸

B. Attestation

⁸ All social media accounts that are associated with the proposed Approved Vendor's Designee(s) should be provided by the Designee in the Designee Registration process.

The Approved Vendor will e-sign the following attestation:

I declare that:

- a. I am the owner (for sole proprietorship), partner (for partnership) or the authorized agent (for corporation, LLC, or non-profit) of the proposed Approved Vendor;
- b. The information provided on this form is true and correct to the best of my knowledge;
- c. I agree to participate in registration and any initial or recurrent required training.
- d. I agree to abide by the ongoing Program terms and conditions.
- e. I agree to maintain registration to do business in Illinois.
- f. I agree to provide updated information to the Administrator on any complaints, lawsuits, legal or regulatory action, bankruptcy, or any other material adverse changes in business condition when it becomes available.
- g. *I agree to provide samples of marketing materials or content used by our company, or our subcontractors/installers and affiliates, to the Program Administrator for review upon initial qualification as an Approved Vendor. In addition, I will provide copies of any marketing material related to the sale, financing, or installation of solar photovoltaic systems that will apply to participate in the Adjustable Block Program, or related to the Adjustable Block Program itself, whenever requested by the IPA or Program Administrator. I furthermore agree to make changes to marketing materials requested by the IPA or Program Administrator in their efforts to ensure that such materials are not deceptive, confusing, or misleading, and to further ensure that such materials do not feature misrepresentations about our relationship to the Illinois Power Agency or the Adjustable Block Program.*
- h. *I agree to comply with all consumer protection guidelines published by the Program Administrator and acknowledge that a failure to do so may jeopardize my ability to serve as an Approved Vendor in the program.*
- i. I agree to provide and maintain credit and collateral requirements pursuant to Section 6.16.1 of the [Long-Term Renewable Resources Procurement Plan](#).
- j. I agree to complete annual reports by the report deadline, disclosing names and other information on installers and projects, and documenting that all installers and other subcontractors comply with applicable local, state, and federal laws and regulations including ICC registration as Distributed Generation Installers, providing current status of unfinished projects and credits generated and delivered by completed projects, and any other annual report requirements as determined by the Administrator.
- k. I agree to comply with all community solar subscriber reporting requirements including providing updated and accurate subscriber data.
- l. I agree that all information obtained related to a community solar subscriber's utility account that is confidential, proprietary or generally non-public, including the subscriber's utility account number, utility account name, and meter number, shall be maintained in a secure and confidential manner. I further agree that I will not release such information to any other person or entity,

other than as required for purposes of subscription enrollment and program administration, without the customer's written consent.

- m. As required by Section 1-75(c)(1)(7) of the Illinois Power Agency Act (20 ILCS 3855), I agree that any photovoltaic projects submitted for program approval were or will be installed by a qualified person in compliance with Section 16-128A of the Public Utilities Act (220 ILCS 5) and any rules or regulations adopted thereunder, including Title 83, Section 468.20 of the Illinois Administrative Code.
- n. I agree to provide company financial statements and/or project references upon request of the Program Administrator.
- o. I will comply with all other Program rules and Administrator requests.
- p. If any requirements are implemented by the Illinois Power Agency or Program Administrator that I am unable to comply with, I agree to immediately request to withdraw my qualification to act as an Approved Vendor for any projects not already under contract with the utilities and cease all new Approved Vendor activities.

I attest that the statements above are true and correct.

Type Name

(automatically stamped with username, time and IP address)

C. Evaluation Criteria

1. Must demonstrate existence as a legal entity and authorization to do business in Illinois.
2. Neither the business or its affiliates that are or were engaged in operations in the U.S. related to energy, the business's principals or owners (except public shareholders), nor any business in which the current business's owners or principals were or are associated with may have been:
 - a. Sanctioned or proposed for sanction relative to any business or professional permit or license;
 - b. Under suspension, debarment, voluntary exclusion or determined ineligible under any federal or state statutes;
 - c. Proposed for suspension or debarment;
 - d. The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct;
 - e. Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:
 - i. Any business-related activity; or
 - ii. Any crime the underlying conduct of which was related to truthfulness; or
 - f. Suspended, cancelled, terminated or found non-responsible on any contract, or had a surety called upon to complete an awarded contract unless an explanation acceptable to the Administrator and IPA is provided.
3. Must not have had any judgments filed against it in the past 5 years which remain undischarged, unless an explanation acceptable to the Administrator and IPA is provided.
4. If the company or any of its affiliates or any principal or owner with greater than 15% ownership has initiated or been the subject of any bankruptcy proceedings (including for a different company where the same individual person had at least 15% ownership), whether or not closed, or has any bankruptcy proceeding pending, the Administrator and IPA will determine if the potential Approved Vendor is a risk for default on future Approved Vendor contracts. This decision will be based on the totality of the information provided including current financial statements, the circumstances of past bankruptcies, the time since the last bankruptcy, the role of the individual involved in the past bankruptcy, recent tax payment history, and any recent or pending judgements or investigations that might impact the company's financial standing.
5. The company must be current on all required taxes, based on local, state, and federal law. Past non-payment of taxes over \$10,000 will be considered in conjunction with other factors in determining an Approved Vendor's eligibility.
6. Any issues found during any governmental audits during the past 5 years will be considered in conjunction with other factors in determining an Approved Vendor's eligibility. The mere fact that an audit was conducted with no negative results will not reflect negatively on the Approved Vendor's application.
7. Any regulatory or consumer complaints and their remedial actions will be screened by the Program Administrator and IPA to determine if there is a pattern of violations or unresolved consumer protection issues with the company. The frequency and severity of the past issues, as

well as the Approved Vendor's explanations of resolution and any processes put in place to prevent reoccurrence, will be taken into account.

8. The company must demonstrate either PJM-GATS aggregator account or M-RETS account ownership.
9. Additional information collected such as number of employees, type of company, management structure, etc. will be used by the Administrator to more thoroughly evaluate the applicant if there are any questions that arise from other parts of the Approved Vendor application.
10. *The company must provide an initial representative sample of marketing materials for each channel of marketing the company is engaged in, as part of the initial Approved Vendor application (for example, but not meant to be an exhaustive list: print, website, direct mail, direct email, web ads, social media, radio, telemarketing, billboards). Random audits of marketing material will be conducted regularly, and the IPA and Program Administrator also reserve the right to require a copy of all marketing materials should they have concerns about an Approved Vendor's marketing practices.*

D. Application Review and Appeal Procedure

1. Application Review

The Program Administrator will review and make approval decisions for all Approved Vendor applications. It is the responsibility of the prospective Approved Vendor to respond to any questions or requests for additional information from the Administrator within 2 weeks of receiving such a request. Failure to respond to requests from the Administrator will constitute grounds for rejection as an Approved Vendor. Similarly, if a prospective Approved Vendor is dishonest within their Approved Vendor application, the Program Administrator reserves the right to grant a conditional approval of an application or outright reject an Approved Vendor application, as detailed below.

2. Application Rejection and Appeal

Any Approved Vendor applications that are rejected will be provided a written explanation with the reasons for the rejection. The Program Administrator's rejection of an Approved Vendor application may be appealed to the IPA within 2 weeks of receiving a determination, and the opportunity to appeal will be communicated by the Program Administrator as part of its notice of rejection. To appeal to the IPA, the Approved Vendor applicant should provide to the Program Administrator a request for reconsideration in writing on company letterhead, addressed to the IPA, explaining its rationale for why it believes the Program Administrator's determination is in error, as well as detailing any supporting information, documents, or communications. The IPA may request additional information and materials from the Approved Vendor applicant, and/or seek to schedule a call or informal discussion with the Approved Vendor applicant to learn more about the basis for its position. The IPA will endeavor to issue final determinations on eligibility, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

3. **Conditional Application Approval**

The IPA and the Program Administrator reserve the right to conditionally approve applications from prospective Approved Vendors that have areas of concern. A conditional approval will require six-month updates rather than the normal 1-year updates of the Approved Vendor application.

E. Confidentiality

Except where otherwise provided (such as with certain project-specific information being made publicly available⁹), actual Approved Vendor submittals including quarterly reports, annual reports, Approved Vendor applications, and project applications will not be publicly posted or made publicly available as a matter of course - provided that nothing included herein shall a) prohibit the IPA from reporting information taken from Approved Vendor submittals to appropriate authorities should the IPA have reasonable suspicion of any fraudulent or otherwise illegal behavior, b) prevent the IPA from making aggregated information taken from across Approved Vendor submittals publicly available, or c) prevent the IPA from sharing information received with the Illinois Commerce Commission or public utilities to support the Program's operation.

Additionally, the IPA and the Program Administrator will provide confidential treatment to any commercially sensitive information submitted by Approved Vendors in connection with participation in the Adjustable Block Program. Under Section 1-120 of the IPA Act (20 ILCS 3855), the Illinois Power Agency has a statutory obligation to "provide adequate protection for confidential and proprietary information furnished, delivered, or filed" by any third party. As Section 7(1)(g) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/7) exempts from disclosure "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business," the IPA believes that its responsibility under Section 1-120 necessitates the assertion of this FOIA exemption when applicable in response to a FOIA request, and to otherwise protect the confidentiality of commercially sensitive information in response to any discovery request or other request made in connection with formal investigation or litigation.¹⁰ While the IPA will presume that seemingly commercially sensitive or confidential content contained in submittals including quarterly reports, annual reports, Approved Vendor applications, and project applications is indeed commercially sensitive or confidential and thus should be actively protected from disclosure, Approved Vendors will have the opportunity within the application portal to designate project information as "proprietary,

⁹ Results of the April 10, 2019 project selection lotteries were made publicly available at <http://illinoisabp.com/april-10-2019-lottery-results>. Additionally, on June 19, 2019, the IPA published its Project Information Release Protocols, describing the data that it intends to regularly publish about project applications and selections. That document and the project data disclosure itself may be found at <http://illinoisabp.com/project-information-disclosure-process>.

¹⁰ It may, however, publish non-confidential information deemed subject to disclosure under the Freedom of Information Act to ensure that all parties – and not merely requesting parties under FOIA – have access to any such disclosures.

privileged, or confidential, the disclosure of which would cause competitive harm” and should otherwise similarly designate any other particularly sensitive information to maximize the likelihood that protection of such information from disclosure would be supported by a reviewing body.

F. Designee Registration

As used for purposes for Designee registration, the term “Designee” refers to third-party (i.e., non-Approved Vendor) entities that have direct interaction with end-use customers on behalf of the Approved Vendor or another Designee. This includes installers, marketing firms, lead generators, and sales organizations. The Agency reserves the right to add additional categories as needed. Under Section 6.9.1 of the [Revised Long-Term Plan](#), Designees must now also register with the Program. Approved Vendors that also operate as a Designee of another Approved Vendor must register as a Designee. Third-party entities that do not have interaction with end-use customers of the ABP are not required to register as a Designee.

The purpose of this new Designee registration requirement is to increase Program transparency by creating a searchable database on both the [ABP](#) and [Illinois Shines](#) websites. Potential customers will be able to verify that an entity representing the Program is indeed a registered participant (and likewise be able to review if the entity is listed on the complaint or disciplinary databases). The functionality to allow for Designee registration was released in the ABP Portal on October 26, 2020 and the deadline for existing Designees to register was December 10, 2020.

While registration of Designees does not change the responsibilities of the Approved Vendor, or the potential for an Approved Vendor to be held accountable for the conduct of its Designee, the Agency believes that this step will provide additional information and transparency to consumers and to the marketplace generally.

Registration shall include the Designee’s provision of contact information, acknowledgment of the business relationship with the Approved Vendor, and identification of the categories of the consumer-facing services provided. Additionally, a Designee is responsible for acknowledging that it will comply with all applicable Program requirements through an attestation.¹¹ Failure by a Designee to comply with applicable requirements could subject the Designee to suspension or termination from future participation in the Program. If the Designee ignores a suspension decision made by the Program Administrator and continues its Program-related activity nonetheless, any Approved Vendor that works with the Designee during that period could be subject to discipline. Likewise, Approved Vendors found to be working with entities engaged in customer-facing activities that fail to register with the Program could be subject to discipline.

¹¹ Approved Vendors are responsible to ensuring that all Designees (including Designees of Designees) are informed of changes in Program requirements issued by the Program Administrator. If the Designee cannot or does not comply with those requirements the approval of the Designee should be rescinded. Approved Vendors must maintain records of communicating any such requirements to Designees.

Approved Vendors will be responsible for ensuring that their Designee(s) register with the program, and Approved Vendors who fail to do so may be subject to disciplinary actions. This includes Designees of Designees. For example, where an Approved Vendor may work with an installer, and that installer may in turn hire a lead generation firm to assist in marketing, the Approved Vendor will be responsible for ensuring that both the installer and the lead generation firm register as Designees with the Program.

All third-party entities that have direct interaction with end-use customers of the ABP and that operate within the Illinois Adjustable Block Program need to register as a Designee on the Program website. Once registered, these entities can indicate in the portal one or more of the following roles:

- Disclosure Form Designee – An entity that the Approved Vendor has designated that is permitted to generate Disclosure Forms on behalf of the Approved Vendor.
- Community Solar Subscriber Agent Designee – An entity that the Approved Vendor has designated that is permitted to manage the community solar subscription information for an Approved Vendor’s community solar projects.
- Marketing or Sales Designee – An entity that the Approved Vendor or Designee has designated to act as a marketing agent and/or customer acquisition agent on behalf of the Approved Vendor or Designee. This includes, among others, entities that engage in solicitations through any channel (in-person, telephone, etc.), as well as entities that perform online lead generation services.
- Installer Designee – An entity that the Approved Vendor or Designee has designated to install systems on the Approved Vendor’s or Designee’s behalf.

Section 3: Marketing Guidelines and Consumer Protections

Marketing Guidelines for DG projects and Community Solar projects can be found at the following link: <https://illinoisabp.com/program-guidelines-disclosure-forms/>.

Marketing Guidelines will be updated, as needed, on an ongoing basis, and may post-date the latest version of the Program Guidebook. Notifications will be sent to all Approved Vendors on any changes to these guidelines including any dates related to implementation of changes.

A. Illinois Shines

The IPA and its Program Administrator have chosen “Illinois Shines” as the public-facing name and brand for the Adjustable Block Program. Public-facing documents produced in connection with the Adjustable Block Program will use the “Illinois Shines” brand and logo, and the website www.illinoisshines.com will host public-facing program content.

The term “Adjustable Block Program” will be used in conjunction with Approved Vendors and program management and administration.

For more information on the Illinois Shines brand name please consult the following document: <http://illinoisshines.com/wp-content/uploads/2018/12/Illinois-Shines-branding.pdf>.

B. Violation of Consumer Protections, Marketing Guidelines, or other Program Requirements

In the event that the Program Administrator identifies that it believes an Approved Vendor and/or its Designee is not acting or has not acted in compliance with program requirements, including, but not limited to, demonstrating a lack of responsiveness to the Program Administrator’s and/or IPA’s notices or requests for information, the Program Administrator will notify the Approved Vendor (and the Designee, if applicable) through an e-mail that outlines the problematic behavior, explains how the behavior is non-compliant with program requirements, and may request more information about the issue. After a review of any such response, the Program Administrator will determine what discipline, if any, should apply to the Approved Vendor. The Program Administrator will also provide a copy of the determination to the IPA.

The Program Administrator’s determinations of discipline may be appealed to the IPA, and the opportunity to appeal (as well as a deadline by when such appeal should be made) will be communicated by the Program Administrator as part of its determination of discipline. To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale for why it believes the Program Administrator’s determination is in error as well as sharing any supporting information, documents, or communications. The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor’s

position. The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

C. Discipline

The Adjustable Block Program is a state-administered incentive program; no entity is entitled to receive or benefit from that state support, and the eligibility to do so depends on following program requirements. Entities thus may be suspended from program participation – i.e., suspended from continuing to have their solar marketing and development activities supported by the State of Illinois through state-administered REC delivery contracts – as outlined further below.

A suspension under the ABP is generally considered a suspension from conducting some or all of the activities defined below for the duration of the suspension. As suspension may be more limited in scope than what is described below should circumstances warrant, and likewise may include additional provisions beyond those outlined below.

When the Program Administrator communicates that an **Approved Vendor** is suspended, the Approved Vendor could generally be suspended from some or all of the items listed below:

- Generating new disclosure forms
- Generating new project applications
- Entering subscription information for community solar projects
- Moving forward on already generated disclosure forms and/or in process project applications
- Marketing of any kind regarding the Program on any platform (i.e. social media, organizational website, marketing and or customer acquisition via outside marketing firms, etc.), including any statements implying the availability of program incentives through such marketing
- Using Program materials in customer acquisition outreach (e.g. Program disclosure form, Program brochure, Program logo, etc.)
- Mentioning ABP or Illinois Shines while performing customer acquisition outreach, including any statements implying the availability of program incentives through such outreach
- Partnering with an Approved Vendor and/or Designee in good standing to work around Program suspension
- Participation in the IPA's Illinois Solar for All program

When the Program Administrator communicates that a **Designee** is suspended, the Designee could generally be suspended from any or all of the items listed below:

- Generating new disclosure forms
- Moving forward on already generated disclosure forms
- Collaborating with the Designee's Approved Vendor(s) to convert Disclosure Forms into Project Applications

- Marketing of any kind regarding the Program on any platform (i.e. social media, organizational website, marketing and or customer acquisition via outside marketing firms, etc.), including any statements implying the availability of program incentives through such marketing
- Using Program materials in customer acquisition outreach (e.g. Program disclosure form, Program brochure, Program logo, etc.)
- Mentioning ABP or Illinois Shines while performing customer acquisition outreach, including any statements implying the availability of program incentives through such outreach
- Partnering with an Approved Vendor in good standing to work around Program suspension
- Participation in the IPA's Illinois Solar for All program

The Agency will seek to accommodate any pending applications after a suspension is imposed upon an Approved Vendor or Designee to minimize the impact on the suspended entity's customer(s).

The Program Administrator will maintain a public report¹² of disciplinary actions taken involving Approved Vendors/Designees that have been found to have violated Program guidelines. This public report has been developed in the interests of fairness, transparency, and awareness to help ensure that all Approved Vendors/Designees are aware of disciplinary decisions, and thus do not unknowingly partner with entities that are suspended from the Program. The report is also designed to provide information to potential project hosts, installers, and other interested parties.

D. Disciplinary Determinations

The Adjustable Block Program (and the Illinois Solar for All Program, to which the Revised Plan's consumer protection requirements are also applicable) are ultimately state-administered incentive programs leveraging state- or utility-collected funds to provide additional incentives for photovoltaic project development. These programs do not constitute the solar project development market generally; an Approved Vendor or Designee could simply choose not to avail itself of these additional incentive funding opportunities and therefore may operate outside of the Agency's published marketing guidelines and consumer protection requirements.

Consequently, the Agency views its disciplinary determinations as a determination of eligibility for state-administered incentives. Suspension or revocation of Approved Vendor or Designee status is not a restriction on general market conduct; upon suspension or revocation of status, the restrictions are limited to the ability of an Approved Vendor to avail itself of additional incentive funding.

The Agency has established certain procedural safeguards to accompany its disciplinary determinations. Approved Vendors, Designees, agents, or other third parties potentially subject to Program discipline for

¹² <http://illinoisabp.com/disciplinary-actions-report>.

a violation of the Agency's Marketing Guidelines or Consumer Protection requirements will be afforded the following:

- A 45-calendar day lead time will be provided to Approved Vendors and Designees in order to prepare for and implement general changes to the IPA's marketing guidelines. Updated Distributed Generation Marketing Guidelines were released on September 16, 2020, and updated Community Solar Marketing Guidelines on November 18, 2020. This provision will also apply to any future updated to guidelines. Unless otherwise specified, the lead time granted will not prohibit Approved Vendors and Designees from taking earlier steps towards compliance. In situations where the IPA determines that emergency adoption of a new or modified consumer protection is necessary, no lead time will apply; however, the Agency commits to enforce any such requirements with an eye toward the practical challenges inherent in immediate implementation.
- In the event that the Program Administrator identifies that it believes an Approved Vendor, Designee, or other party is not, or was not, in compliance with Program requirements, the Program Administrator will notify the Approved Vendor through an e-mail that:
 - Outlines the problematic behavior;
 - Explains how the behavior is non-compliant with program requirements; and
 - Requests more information about the issue.
- No disciplinary determination (such as the suspension or revocation of the ability to participate as or on behalf of an Approved Vendor) will be made by the Agency's Program Administrator without the allegedly offending party having the opportunity to offer a written or oral explanation of the problematic behavior for review and analysis by the Program Administrator;
- All disciplinary determinations made by the Program Administrator will be communicated through a written explanation of the determination featuring at least the following:
 - A brief explanation of the infractions for which the Approved Vendor and/or Designee is being suspended;
 - A timeline of communications between the offending entity and the Program Administrator;
 - Specific reference to the specific Program requirement(s)/guideline(s) the offending entity violated;
 - An explanation of any suspension, including what specific conduct is no longer permitted in connection with the Program through the length of the suspension;
 - An explanation of the process to appeal a disciplinary determination to the Agency and the deadline for submission applicable to any appeal.
- The IPA will endeavor to address any appeals of disciplinary determinations within two weeks of receiving an appeal (although the need to receive additional documents or information may lengthen that timeline).

Any appeal determination made by the IPA will include, at minimum, a clear statement of the Agency's decision, the consequences of that decision, and a supporting explanation as to why that decision was made.

Section 4: System Eligibility

A. System Location

All systems must be entirely physically located in Illinois and interconnected to the distribution level electrical grid of an Illinois investor owned electric utility, rural electric cooperative, or municipal electric system. Off-grid systems are not eligible for the Adjustable Block Program. All Distributed Generation systems must be located on the customer side of the electric meter and used primarily to offset that customer's electricity load.

Systems must be built at the location specified in the Part I application. Systems must remain at the approved location for the duration of the 15-year contract and may not be relocated.

B. Interconnection Date

All systems must have a final interconnection approval (or equivalent from rural electric cooperative or municipal electric utility) dated on or after June 1, 2017.

C. New Equipment

All systems must use equipment that meets either of the following criteria:

- The equipment is new, that is, none of the equipment has been used prior to the installation of the solar electric generating facility; or
- The age and warranty of the equipment is disclosed to a customer or host whose solar system will use equipment that was previously used in a solar facility.

D. Installer Requirements

System installations must meet the following requirements in order to participate in the Adjustable Block Program.

1. A system must be installed by an entity certified as a Distributed Generation Installer in good standing with the Illinois Commerce Commission.
(<https://www.icc.illinois.gov/authority/distributed-generation-installer>).
 - i. Note: Exceptions will be considered for self-installing a system on one's own property without being an ICC Certified DG Installer, provided that the self-installer submits one of the following proving that they are a Qualified Person: 1) a notarized attestation that they have completed at least five solar project installations prior to the application(s) submitted to the Program; or 2) a certificate of completion for one of the training programs noted in the definition of "Qualified Person" below. Exceptions will be granted at the sole discretion of the Program Administrator.

2. A system must be installed by a qualified person(s). The following definitions of “qualified person” and the term “install”, as taken from Title 83, Part 468 of the Illinois Administrative Code, will be used to evaluate compliance with this requirement:

"Qualified person" means a person who performs installations on behalf of the certificate holder and who has either satisfactorily completed at least five installations of a specific distributed generation technology or has completed at least one of the following programs requiring lab or field work and received a certification of satisfactory completion: an apprenticeship as a journeyman electrician from a DOL registered electrical apprenticeship and training program; a North American Board of Certified Energy Practitioners (NABCEP) distributed generation technology certification program; an Underwriters Laboratories (UL) distributed generation technology certification program; an Electronics Technicians Association (ETA) distributed generation technology certification program; or an Associate in Applied Science degree from an Illinois Community College Board approved community college program in the appropriate distributed generation technology. To be considered a "qualified person", the experience and/or training relied upon must be with the same type of distributed generation technology for which the qualification status is sought.

"Install" means to complete the electrical wiring and connections necessary to interconnect the new solar project with the electric utility's distribution system at the point of interconnection between the project and the utility. "Install" in this Part specifically does not mean:

- Electrical wiring and connections to interconnect the new solar project performed by utility workers on the utility's distribution system;
- Electrical wiring and connections internal to the new solar project performed by the manufacturer;
- Tasks not associated with electrical interconnection of the new solar project and the utility, including those relating to planning and project management performed by individuals such as an inspector, management planner, consultant, project designer, contractor, or supervisor for the project or their employees.

E. Expansions

An expansion to a system that is already under an ABP contract must be independently metered (with a separate GATS or M-RETS ID), and must be separately enrolled in net metering with the utility, and will be issued a new contract and/or product order independent from that of the original system. The Program Administrator will process expansion requests only for systems that have been Part II verified. The expansion must comply with all program rules in effect at the time the expansion application is submitted. Expansions are subject to the following additional requirements:

1. The expansion will only be compensated up to the maximum 2 MW size limit when added to the original system at that location. For example, if a location already has a 1.9 MW system at that

location and a 200 KW system is added, a new contract will only be granted for the estimated production of a 100 KW system.

2. If an expansion would move the total system size from the Small DG category into the Large DG category, and that category is operating on a waitlist, the expansion would be added to the waitlist in the same manner as a new system in that category while the existing system continues to receive REC payments under the previously contracted terms. Expansion applications submitted prior to the corresponding Group/category reaching full capacity will not be added to the waitlist and instead will be eligible for Part I review.
3. The expansion price will be adjusted to account for the current block price at the size of the combined system minus the price paid to the original system. For example, a 10 kW system in Block 1 Group A initially received \$85.10/REC with an estimate that it would produce 100 RECs over the contract period, for a total of \$8,510. A 10 kW addition is planned once the small DG and large DG categories in Group A have moved to Block 2. Because the new system with this addition would total 20 kW, the total system size is now in the >10-25 kW size category; for Block 2, Group A, that price is \$75.55/REC. Assuming the expansion would also produce 100 RECs over the contract life, a calculation must be performed as if the system were a 20 kW system at the current block price. This value would be $200 \text{ RECS} * \$75.55/\text{REC} = \$15,110$. The previous payment of \$8,510 must be subtracted from this value, leaving a total contractual payment of \$6,600 for the new expansion. There will be no pro-rating of the time the original system was in operation when making this calculation. The contract term for the original system will remain the same, and the contract term for the expansion will be 15 years from the date the expansion commenced operation.
4. If an expansion is made to an existing system that is not part of the Adjustable Block Program and only the expansion is applying to the Program, then the system size used to determine REC price will be solely the expansion size.
5. For ABP dashboard and Block capacity calculations, the capacity of an expansion system is taken from the Group/category corresponding to the individual applications, not from the Group/category corresponding to the aggregate system.

F. Co-location of DG projects

The total capacity of distributed generation systems enrolled in the Adjustable Block Program at a customer's location will be considered a single system. (For example, three 100 kW systems at a single location will be considered a 300 kW system.) For purposes of determining the system's REC price, a system's location is considered to be a single building (regardless of the number of utility accounts at the location) for rooftop installations, and a single property parcel for ground-mounted systems (if a property has both rooftop and ground-mounted systems, it will be considered a single system). Additionally, systems located on multiple different rooftops or ground locations on the same parcel will be considered a single system if each system is owned by the same entity or its affiliates.

If two or more projects on one parcel are separately owned and serve to offset the load of separate entities, then in order to have these arrays considered as separate projects, an Approved Vendor must provide proof that the occupants are not affiliated entities, and each has a separate utility meter and separate utility billing.

G. Co-location of Community Solar Projects

- No Approved Vendor may apply to the Adjustable Block Program for more than 4 MW of Community Solar projects on the same or contiguous parcels (with each “parcel” of land defined by the County the parcel is located in).
- Co-located projects summing to more than 2 MW of Community Solar may be permissibly located in one of two ways:
 - Two projects of up to 2 MW in size on one parcel or contiguous parcels; or
 - An up-to 2 MW project on each of two contiguous parcels.
- Multiple projects up to 2 MW in aggregate on the same parcel with the same owner will be considered a single project for purposes of REC pricing as well as size criteria in the case of a lottery.
- A parcel of land may not have been divided into multiple parcels in the two years prior to the project application (for the Adjustable Block Program) or bid (for competitive procurements) in order to circumvent this policy. If a parcel has been divided within that time period, the requirement will apply to the boundaries of the larger parcel prior to its division.
- If there are multiple projects owned or developed by a single entity (or its affiliates) located on one parcel of land, or on contiguous parcels of land, any size-based adders will be based on the total size of the projects owned or developed on the contiguous parcels by that single entity or its affiliates. Furthermore, the total combined size of projects owned or developed by a single entity (or its affiliates) on contiguous parcels of land may not be more than 2 MW, or more than 4 MW if co-located consistent with the provisions outlined above.
 - “Affiliate” means, with respect to any entity, any other entity that, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with each other or a third entity.
 - “Control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Affiliates may not have shared sales or revenue-sharing arrangements, or common debt and equity financing arrangements.
 - “Contiguous” means touching along a boundary or a point. For example, parcels touching along a boundary are contiguous, as are parcels that meet only at a corner. Parcels, however near to each other, that are separated by a third parcel and do not touch along a boundary or a point are not contiguous. Additionally, parcels that are separated by a public road, railroad, or other right of way accessible at all times to the general public are **not** considered contiguous.

- Projects owned or developed by separate entities (meaning that they are not affiliates) may be located on contiguous parcels. If there is a naturally good location from an interconnection standpoint, one owner should not be allowed to prevent another owner from developing a project in that location.
- Projects must have separate interconnection points.

If a single project is developed and then a second, co-located project is developed on the same or a contiguous parcel at a later date, the approach above contemplates that these two projects will be considered co-located and co-located project prices will apply. To make this price adjustment the least administratively burdensome on all parties involved, the price adjustment for both projects will only be applied to the second project, with that project's REC price reflecting not only the co-located project price, but also an additional discount reflecting the differential between the first project's contract price and the applicable Block's co-located project price. This co-located pricing provision will only be applicable if the Commission's approval date of the second project is within one year or less of the Commission's approval date of the first project. If the first project has not yet commenced construction at the time of the second project's approval, then the co-located pricing provision will apply.

In the case that there are two co-located projects on a single parcel (or two contiguous parcels) owned by a single entity or represented by a single Approved Vendor, any sale of one project to a different owner or transfer of one project to a different Approved Vendor would not avoid the price adjustment that applies to co-located projects. In such a case, the second project's REC price would be adjusted to a price accounting for both co-located projects (i.e., below the listed co-located project price) in line with the description above. This restriction also applies to projects that are accepted off the waitlist that would render an already developed project a co-located project.

H. Site Control

For project application, the Approved Vendor must provide a written binding contract, option, or other demonstration of site control acceptable to the Program Administrator for all projects where the Approved Vendor is not also the project owner and the host. In cases where the system owner and host are the same entity, site control can be demonstrated by a statement from the system owner and host that this is the case.

Separate procedures have been developed for community solar projects seeking to maintain a waitlist spot in line with the Commission's Order in Docket No. 19-0995.

I. Site Map

The site map must be provided with each application for all systems, showing property boundaries (if ground-mount), any structures on the property or rooftop, and the location of the solar array(s).

J. REC Quantity Calculation

1. The application portal will automatically calculate the PVWatts estimated production for an application as well as the associated 15-year contractual REC delivery amount rounded down to the whole REC. The PVWatts capacity factor will be calculated automatically by the portal using PVWatts Version 5 and the following inputs:
 - a. System address as entered by the Approved Vendor
 - b. Module type: Standard
 - c. System losses: 14%
 - d. Array type will be based on Approved Vendor input for system type using the following: Fixed open rack for non-tracking ground mount systems, Fixed roof mount for non-tracking roof mounted systems, 1-Axis for single axis tracking systems, and 2-Axis for dual axis tracking systems
 - e. Tilt angle: Tilt angle entered by Approved Vendor
 - f. Azimuth angle: Azimuth angle entered by Approved Vendor
 - g. DC/AC ratio: Actual ratio based on Approved Vendor inputs for DC and AC capacity
 - h. Inverter Efficiency: As entered by Approved Vendor. If blank a default of 96% will be used.
 - i. Degradation: 0.5% per year. Alternative degradation rates will not be accepted.
2. Applicants can also use an alternative capacity factor, which may be larger than the PVWatts capacity factor, if such a selection was obtained using a custom software tool designed to calculate such capacity factors or calculated by a professional engineer.¹³ Approved Vendors can always choose a capacity factor lower than the PVWatts or alternative capacity factor if they determine it is appropriate.
3. Any proposed alternate capacity factor that is calculated using a proprietary third-party software tool may be subject to audit by the Program Administrator. This may include a requirement that the Approved Vendor provide a copy of the third-party software tool with appropriate licenses to the Program Administrator as well as providing all inputs to the tool in a manner which will allow the Program Administrator to replicate the generation claimed. This will only be required on a case-by-case basis as determined by the Program Administrator who will conduct both random and targeted audits of alternate capacity factors.
4. Any capacity factor that results in a REC quantity calculation that differs by more than +/-20% from the PV Watts REC quantity calculation requires the Approved Vendor to confirm that the entered capacity factor is intentional.
5. Any arrays with an azimuth greater than 270 or less than 090, or with a tilt greater than 80 degrees may be subject to further review by the Program Administrator.
6. The Administrator will evaluate systems using non-standard technologies such as bifacial panels or seasonally adjusted tilt on a case-by-case basis.

¹³ Alternative capacity factors should include an assumption of 0.5% annual degradation and be based on the inverter's AC rating.

7. Any capacity factor that is approved for Part I of an application will be the maximum capacity factor that the system may use even if changes to the final as-built system would result in a higher capacity factor. However, any changes to the system between the Part I and Part II approval that would lower the capacity factor will result in a capacity factor reevaluation and the new, lower Part II capacity factor must be used. The Part II capacity factor cannot be greater than the Part I capacity factor. The quantity of RECs used for purposes of calculating payments under the REC Contract and the annual REC delivery obligations under the REC contract shall be the lesser of the REC quantities calculated based on (1) the Part I system size in AC and the Part I capacity factor and (2) the Part II system size in AC and the Part II capacity factor.
8. At the Part II application, the Approved Vendor will be asked to update system parameters, if needed. As an additional check, photographic evidence and possibly on-site inspections will be used to verify the final system parameters. If the standard capacity factor was used at the Part I application – and if the project is still eligible for the standard capacity factor based on its updated shading criteria, azimuth, and tilt – then the standard capacity factor will continue to be used as the Part II capacity factor and applied to the Part II system size, discussed below. If PVWatts was used at the Part I application to calculate a capacity factor, then PVWatts will be used again based on the updated Part II system parameters to calculate a Part II capacity factor. If PVWatts calculates a higher capacity factor for Part II relative to Part I, the lower capacity factor from Part I will be used. If a custom capacity factor was used at the Part I application stage, the same custom capacity factor (or lower custom capacity factor, if reduced per above) will be used and applied to the Part II system size. Switching among production estimate calculation methodologies between Part I and Part II is permitted only if accompanied by a decrease in the capacity factor, otherwise such switching is not permitted.
9. Modifications to Part I project parameters may be permitted prior to the Program Administrator’s approval of the Part I application, but only if these modifications do not increase the 15-year REC quantity.

K. System Size

1. All system sizes described in this Guidebook are AC system size based on the inverter size, i.e. a system with a single 10 kW inverter is considered a 10 kW system even if it has 12 kW of STC DC capacity.
 - a. Inverter capacity shall be measured as the nameplate maximum continuous output.
 - b. An inverter shall be connected to a solar panel in order to be considered as part of the AC system size. In the case of microinverters that contain ~~two more than one~~ inverters per unit, only the inverters connected to a panel shall be included in the AC system size.
2. Systems will be limited to a DC capacity of 155% of the AC capacity (for example, a 10 kW AC system can contain only 15.5 kW in STC DC capacity). An Approved Vendor may request an exemption for this requirement, but exemptions will only be granted for good cause and at the discretion of the Agency and its Program Administrator.

L. Systems with Battery Backup

All systems which include a battery shall be electrically connected in a manner which ensures that any non-solar generated electricity used to charge the battery is not later metered as solar generated power. This can be done in one of three ways:

1. The meter used to report production is electrically located before the battery charger and does not measure any power that is drawn from the battery bank.
2. A net meter is connected to the system that runs in reverse when any non-solar power, including on-site generator power, is used to charge the battery bank.
3. The inverters' software setting is configured to prevent the battery from charging via line power. This software setting may not be changed for the duration of the project's participation in the Adjustable Block Program.

M. Systems that Directly Serve DC Loads

The Agency does not wish to inadvertently prohibit participation in the Program by photovoltaic systems that do not convert the DC electricity produced to AC electricity. However, for the reasons addressed below, the Agency is still in the process of developing standards for allowing Adjustable Block Program participation from DC-only systems.

Certain difficult questions arise in considering how to structure such systems' participation, particularly, how to estimate the system's 15-year REC production for purposes of establishing a contractual delivery obligation. The Plan allows systems to use an alternative capacity factor based upon an analysis using PV Watts or an equivalent tool. This may be challenging, however, given that the alternative capacity factor ordinarily must be multiplied by a system's nameplate capacity (measured based on the inverter size in kilowatts AC), and in a DC-only system, the capacity of solar panels may significantly exceed the inverter size. An alternative approach may be to assume an inverter size equal in size to the DC photovoltaic array: e.g., if such a system has 10 kW DC of panels, the Agency could assume an inverter size of 10 kW AC and then multiply by a standard capacity factor.

The Agency has communicated regularly with industry stakeholders who are seeking to coordinate and obtain ANSI approval of a new DC metering standard. However, this standard has not yet been finalized. The Agency also received no comments on DC metering in response to its public request for comments dated July 3, 2019 regarding the revisions to this Plan. Thus, the Agency believes it would be premature to incorporate a DC metering standard into the Adjustable Block Program (or, by implication, the Illinois Solar for All Program), but will continue its dialogue with industry professionals to understand the development of DC metering. The Agency intends to revisit this issue in the next Plan update in 2021.

N. Metering

The following metering requirements are identical for systems registered with either GATS or M-RETS:

1. Systems ~~over~~ 25 kW and above in size must utilize a new production meter that meets ANSI C.12 standards. Inverters with integrated ANSI C.12 compliant production meters are allowed with a specification sheet showing this standard has been met. The inverter must be UL-certified and must include either a digital or web-based output display.
2. Systems over 10 kW and less than 25 kW in size must utilize a production meter that meets ANSI C.12 standards. Production meters that are refurbished (and certified by the meter supplier) are allowed. Inverters with integrated ANSI C.12 compliant production meters are allowed with a specification sheet showing this standard has been met. The inverter must be UL-certified and must include either a digital or web-based output display.
3. Systems of 10 kW in size and below must utilize either a production meter that is accurate to +/- 5% (including refurbished and certified meters), or an inverter that is specified by the manufacturer to be accurate to +/-5%. The inverter must be UL-certified and must include either a digital or web-based output display. ~~Inverters with integrated ANSI C.12 compliant production meters are allowed with a specification sheet showing this standard has been met.~~
4. No system is required to have automated or remote meter reporting capability, although such production meters are allowed if they meet the requirements in sections 1-4 above.
5. As referenced above, the Agency has not yet adopted a DC metering standard and welcomes continued feedback on the proper approach.

Registry	System Size	Accuracy	New vs Refurbished	Meter vs Inverter
PJM-GATS and M-RETS	>=25kW	ANSI C.12 revenue grade	New only	Meter only <u>or inverter with integrated ANSI C.12 production meter (must be UL-certified with digital or web-based output display)</u>
	>10kW and <25kW	ANSI C.12 revenue grade	Refurbished ok	Meter only <u>or inverter with integrated ANSI C.12 production meter (must be UL-certified with digital or web-based output display)</u>
	<=10kW	+/-5%	Refurbished ok	Inverter ok (must be UL-certified with digital or web-based output display)

O. Partial Systems

All systems entered into the ABP must include the entire output of the system (recognizing, of course, the REC delivery obligations for community solar projects correspond to only the subscribed shares of those projects). Any capacity of a system which is not part of the ABP must be separately metered with a separate inverter.

P. Rate Recovery

All systems submitted to the ABP are prohibited from recovering the costs of said project through state-regulated rates. Section 1-75(c)(1)(J) of the Illinois Power Agency Act (20 ILCS 3855) contains the following

prohibition against recovering the costs of a photovoltaic generating unit whose RECs are used for compliance with Illinois's renewable portfolio standard (20 ILCS 3855/1-75(c)) through state-regulated rates:

In order to promote the competitive development of renewable energy resources in furtherance of the State's interest in the health, safety, and welfare of its residents, renewable energy credits shall not be eligible to be counted toward the renewable energy requirements of this subsection (c) if they are sourced from a generating unit whose costs were being recovered through rates regulated by this State or any other state or states on or after January 1, 2017. Each contract executed to purchase renewable energy credits under this subsection (c) shall provide for the contract's termination if the costs of the generating unit supplying the renewable energy credits subsequently begin to be recovered through rates regulated by this State or any other state or states; and each contract shall further provide that, in that event, the supplier of the credits must return 110% of all payments received under the contract.

As RECs sold through the ABP are used to meet the state's renewable portfolio standard, this prohibition also applies to projects participating in the Adjustable Block Program. Consistent with the passage above, Section 4(a) of the Adjustable Block Program's REC Delivery Contract Cover Sheet requires that a Seller make the following representation:

As required by Section 1-75(c)(1)(J) of the IPA Act, each such Designated System is not and will not be a generating unit whose costs are being recovered through rates regulated by Illinois or any other state or states.

Section 4 of the REC Delivery Contract provides that, for a violation of Section 4(a), the project would be removed from the REC Contract, and that "Buyer shall be entitled to payment by Seller in the amount of the greater of: (i) the Collateral Requirement with respect to such Designated System or (ii) one hundred ten percent (110%) of the total payments Seller has received from Buyer associated with RECs from such Designated System."

If the Program Administrator has reason to believe that the costs of an ABP project may be recovered (currently or in the future) through state-regulated rates, the Program Administrator may request more information from that project's Approved Vendor and could request that the Approved Vendor sign an attestation that the project's costs have not been and will not be recovered through state-regulated rates.

Section 5: Project Applications

A. Part I Application Process

Batches

All applications will be submitted electronically through the Approved Vendor portal at illinoisabp.com. Applications will be completed on a project-by-project basis. A batch may include any combination of project types and locations, including project types across program categories. An Approved Vendor may select from their completed project applications to form and submit a batch. Project applications will only be reviewed once they have been submitted as part of a batch.

Application Fee

An application fee equal to \$10/kW, not to exceed \$5,000, will be required for each project. This application fee will be paid to the Program Administrator at the time the batch is submitted. The application fee payment will be part of the batch submission process and the fee will be automatically calculated by the application portal. Fees may be paid by wire, check, credit card, or ACH direct deposit initiated by the applicant using a unique tracking code generated by the application portal in the wire or direct deposit notes section to allow matching of deposits to batch submissions by the Administrator. Credit card payments will be subject to an additional fee of 2.9% of the total payment to account for credit card processing fees and will be limited to no more than \$10,000 per month per Approved Vendor.

Application Parts

Applications consist of a Part I and a Part II; each of these parts must be completed for each participating system. The Part I application may be completed when the project is in the planning stage and collects information on a system's planned technical aspects including size, estimated REC production, equipment and installation company. The Part II application is to be completed only when a project has been completed and energized. Only systems that have a completed and verified Part I application that is subsequently approved as part of a batch by the ICC may submit the Part II application.¹⁴

A completed Distributed Generation Disclosure Form is required for submission of a Part I application. The disclosure form must be generated using the disclosure form portal at the Program website. The portal contains an interactive form that can be completed by either the Approved Vendor or one of its approved Designees which upon completion can either be e-signed using the portal e-signature functionality or printed, signed, scanned, and uploaded. The information on the disclosure form is automatically transferred to the application portal to start a Part I application for DG systems. The information on a

¹⁴ Much of the description of Program procedures that follow the ICC's batch approval is adapted from the [Final REC Delivery Contract](http://illinoisabp.com/rec-contract) published by the Agency on January 28, 2019 (<http://illinoisabp.com/rec-contract>). For these procedures and other items described in the Program Guidebook but directly addressed through the REC Delivery Contract, to the extent that there may be any unintended inconsistency between descriptions in this Program Guidebook and the Final REC Delivery Contract, the latter is generally controlling.

disclosure form can be updated within the portal prior to customer signing but cannot be edited after the customer has signed the document (for e-signing) or downloaded the document (for wet signatures), thus finalizing the form. Approved Vendors are not authorized to use their own versions of the Distributed Generation disclosure form, nor are they authorized to edit in any way the disclosure form generated in the portal. Approved Vendors may employ commercially available e-signature systems for customer signature of the disclosure form but must submit the audit/signature information page with the e-signed disclosure form. More information on the specific content of the disclosure form can be found in the distributed generation and community solar marketing guidelines on the Program website (<http://illinoisabp.com/>).¹⁵

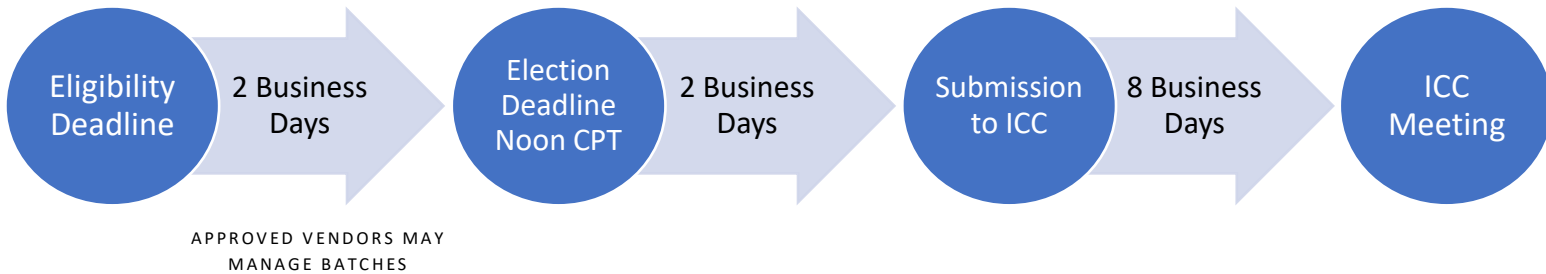
The disclosure form is to be completed after system design and must be delivered to the customer before the contract is signed. A representative of the Approved Vendor or Designee shall review the disclosure form with the customer and provide the customer with an opportunity to ask questions about the disclosure form prior to obtaining a signature from the customer. The customer must sign the disclosure form prior to signing the installation agreement. Terms of the underlying contract between a customer and an Approved Vendor or its subcontractor must be consistent with terms of the required disclosure form. Any statements made verbally to the customer must be consistent with the contract and the disclosure form. If a DG system was energized or went under contract prior to the Agency's finalization of the DG disclosure forms on December 27, 2018, the Approved Vendor will be required to complete the disclosure form and send it to the customer, but will have an opportunity to attest, in lieu of obtaining the system host's signature on the disclosure, that its diligent, good-faith efforts to contact the customer using all known contact information were either unsuccessful or resulted in the customer refusing to sign the disclosure.

Batching Process

Under Section 6.14.1 of the Revised Plan, project applications may be processed on a rolling basis utilizing the process outlined below, which the Program Administrator launched in December 2020.

The Program Administrator submits batches to the ICC for approval eight business days prior to the ICC meeting. Four business days prior to the Program Administrator's date of submission to the ICC (the Eligibility Deadline) all Approved Vendors will be permitted to utilize this dashboard to actively manage the batching of their eligible applications. Approved Vendors can access the dashboard until 12:00 PM Central Prevailing Time two business days prior to the Program Administrator's ICC submission date (the Election Deadline).

¹⁵ All disclosure forms submitted to the Program require a customer e-mail address. If the customer does not have an e-mail address, the Program offers a waiver that the customer can sign confirming that they do not have an e-mail address. The Approved Vendor must submit this waiver along with the customer's disclosure form.

Batching Process Infographic

An automated email will be sent at 9:00 AM Central Prevailing Time on the Eligibility Deadline to all Approved Vendors with applications that are eligible to be submitted to the ICC informing them of the opening of the dashboard. Approved Vendors can navigate to the new dashboard from their Projects tab by clicking the “Rebatch Projects” button. This button will only be visible between the Eligibility Deadline and the Election Deadline. Approved Vendors can actively manage the batching of their project applications two different ways: (1) on a project level or (2) on a batch level.

1. Managing Batches on a Project Level – To manage batches on a project level, click the “Show Rebatching by Project” button. This will bring up a list of all Part I applications that were verified prior to the Eligibility Deadline. From this list, the Approved Vendor can choose to withhold a project from ICC submission, add the project to a new batch, or move the project to an existing batch in the Approved status.
 - a. If the Approved Vendor chooses to withhold a project, the project will not be sent to the ICC. To withhold a project from ICC submission, check the box in the “Withhold Project” column for a given project. Then click “Submit Rebatching Changes” at the bottom of the dashboard. On the next screen, click “Submit Batching Changes” to confirm the change. Note that Approved Vendors may make the election to hold back a Part I verified application from submission to the ICC no more than twice for any given project application. Once an Approved Vendor elects to withhold a project, it will no longer appear in the list of eligible projects to rebatch for that batching window and will be included in the list of eligible projects to rebatch during the subsequent batching window.
 - b. To create a new batch of projects, select 100 kW or more of projects in the “Add to New Batch” column. Once at least 100 kW is elected, the Approved Vendor can click the

- “Submit Rebatching Changes” button to create a new batch. The new batch will be assigned a unique batch ID for submission to the ICC. On the next screen, click “Submit Batching Changes” to confirm the change.
- c. To add an eligible project to an existing batch, select the existing batch ID from the dropdown in the “Move to Different Batch” column. Only Batch IDs of Approved Batches will appear in this dropdown menu. Click “Submit Rebatching Changes” at the bottom of the dashboard to complete the change. On the next screen, click “Submit Batching Changes” to confirm the change.
2. Managing Batches on a Batch Level – To manage batches on a batch level, click the “Show Rebatching by Batch” button. This will bring up a list of all Approved Batches (batches in which 100% of Part I applications are verified). Approved Vendors can use this feature to consolidate existing batches into batches of 100 kW or more. To consolidate one batch into another, select the new batch ID in the “Move to Different Batch” column. Click “Submit Rebatching Changes” at the bottom of the dashboard to complete the change. On the next screen, click “Submit Batching Changes” to confirm the change.

The Approved Vendor can download a “Completed Batch Changes” report which provides a historical record of all batching changes made. This report is available on the batching dashboard during the batching window and on the Approved Vendor’s project dashboard at all times.

After the Election Deadline has passed, all of the Approved Vendor’s batches that are over 100 kW and in the Approved status will be included in the Program Administrator’s submission of batches to the ICC. Should an Approved Vendor take one or more of the above elections and still have batches containing less than 100 kW of Part I verified projects the Program Administrator will use its discretion to make batching decisions for those projects on behalf of the Approved Vendor prior to the Program Administrator submitting batches to the ICC.

Project Review

The Program Administrator will review each project’s application in the batch for compliance with program guidelines and, as needed, request additional information from the Approved Vendor to verify the submitted information and approve the project. An Approved Vendor will be given up to two weeks to cure deficiencies in an application. In the case of continued communication between the Program Administrator and the Approved Vendor, at the Program Administrator’s discretion, the cure period may be extended up to two weeks from the last good faith effort to provide the required information.

Batches will be reviewed in the order that they are received. Systems that are reviewed and approved but are in a batch that is rejected may be submitted in a future batch which will be subject to an expedited review process. The application fee for a batch applies only to newly submitted systems in that batch, not to systems that were previously reviewed and approved.

An Approved Vendor that repeatedly submits batches that are rejected may be subject to having its Approved Vendor status reviewed, and possibly terminated.

After a batch has been reviewed and approved by the Program Administrator, the Program Administrator will then submit information about the batch to the Illinois Commerce Commission for approval. The Program Administrator simultaneously will forward the information to the applicable contracting utility. Note that once a batch has been submitted to the Illinois Commerce Commission for approval, the applications in that batch are no longer eligible to participate in Solar For All.

ICC Approval

The Commission meets approximately every two weeks. The Program Administrator will strive to efficiently process approved batches for submittal to the Commission. The Agency understands that Commission practice is that items for consideration by the Commission must be submitted to be placed on its open meeting agenda at least 8 business days prior to each meeting. For an Approved Vendor's first batch (or batches) with a utility, that batch (or batches) will constitute a new REC Contract. Subsequent batches will be included in separate Product Orders under the existing REC Contract.

When the Program Administrator submits contract (or Product Order) information to the Commission for approval, that submittal will include the Program Administrator's recommendation for approval of the batch, with a summary of factors relevant to Plan compliance and pertinent to the Commission's standard of review for batch approval. Once a batch is approved by the Commission, the applicable utility will execute the contract (or Product Order). The Approved Vendor will then be required to sign the contract (or Product Order) as approved by the Commission within seven business days of receiving it. Approved Vendors that do not execute an ABP contract (or Product Order) after project selection, submission to the Commission for approval, the Commission's approval, or the utility's execution may face disciplinary measures impacting their status as an Approved Vendor in the Program moving forward. Any such discipline will be based on the Program Administrator and IPA's review of the circumstances under which the contract (or Product Order) was declined.

Discipline may include a possible suspension or termination of the Approved Vendor's status under the Adjustable Block Program. Suspension or termination will not impact an Approved Vendor's rights or obligations under already-executed contracts or product orders, but rather it will impact its ability to submit new project applications. Generally, the Program Administrator and the IPA will review all of the circumstances informing why a contract award was declined before the issuance of any discipline. Approved Vendors should provide a detailed, comprehensive explanation for why they declined to execute any contract or product order. If circumstances genuinely outside of an Approved Vendor's control necessitated non-execution, then discipline may have limited deterrent effect and may not be warranted, and thus the Approved Vendor's explanation may want to emphasize and explain any such circumstances. Neither the IPA nor Program Administrator is able to provide a disciplinary determination in advance of non-execution to "pre-approve" such an action, nor can they provide a timeframe for the issuance of such determination after non-execution.

Unless the system has already been energized (including the initiation of the standing order for REC transfers) within 30 business days of the ICC approving the contract (or Product Order), a collateral

requirement constituting 5% of the value of a system's REC Contract must be posted with the utility counterparty in the form of cash or a letter of credit from an underwriter with credit acceptable to the utility. The Approved Vendor may choose for the utility to withhold the collateral amount for each system from the first REC payment for the system (or only REC payment for small systems) in exchange for not needing to maintain the ongoing collateral requirement, but this election may be made only for systems that are energized prior to the date of ICC approval and only after the project is certified by the Program Administrator as developed and energized. Depending on the circumstances, a failure to provide contractually required collateral may also subject an offending Approved Vendor to discipline as outlined above.

Development Timelines

Once a contract (or Product Order) for a batch has been executed by the Approved Vendor and the utility, projects within that batch must be developed and energized by the following time limits based on the contract execution date:

- Distributed generation projects will be given 12 months to be developed and energized.
- Community solar projects will be given 18 months to be developed, energized, and demonstrate that they have sufficient subscribers.

A project that is not completed in the time allowed (plus any extensions granted, as described further below) will be canceled and removed from the schedule on its contract, and the REC volume associated with the project will be eliminated. The Approved Vendor will also forfeit the posted collateral associated with the project.

A project that is not completed in time and deemed canceled may be subsequently included in a future batch submitted by an Approved Vendor, but that project will be treated as a new system rather than a resubmitted system and will receive a REC price applicable to its category and block open at that time.

Extensions will be granted for the following circumstances:

- An indefinite extension will be granted if a system is electrically complete (ready to start generation) but the utility has not approved the interconnection. The Approved Vendor must document that the interconnection approval request was made to the utility within 30 days of the system being electrically complete, yet not processed and approved.
- A 6-month extension will be granted for documented legal delays, including permitting delays.
- One 6-month extension will be granted upon payment of a refundable \$25/kW extension fee for distributed generation systems, and up to two 6-month extensions for community solar projects (the second extension is only for achieving the required subscriber rate, not for project completion and energization, and will require an additional refundable \$25/kW fee). The extension fee(s) would be payable to the contracting utility and would be refunded as part of the first (or only for systems up to 10 kW) REC payment.

- The Agency may also, but is not required to, approve additional extensions for demonstration of good cause. The Agency is aware of potential delays in receiving updated interconnection cost estimates (particularly for community solar projects on a crowded feeder queue) that could delay system completion timelines, possibly pushing electrical completion beyond the period contemplated in the contract at no fault of the developer; such delays would qualify as good cause for the approval of an extension.

These extensions are outlined in the REC delivery contract itself, and the IPA has issued separate guidance regarding how extension requests should be made for certain circumstances.¹⁶

Multiple Approved Vendors

In a case where one Approved Vendor submits a Part I application for a project, and then (before the first application is reviewed and approved by the Program Administrator and its batch submitted to the ICC for approval) a second Approved Vendor submits a new Part I application for a project at the same location, the Program Administrator will proceed as follows in attempting to resolve the potential conflict:

The Program Administrator will first investigate (including potentially contacting the site host) whether there is an intent that the multiple project applications be for separate, co-located projects (and if so, whether the co-location would be allowed under Program terms and conditions).

- If co-location is intended and feasible, then the Program Administrator will allow for co-location.
- If co-location is not both intended and feasible (i.e., if the two applications appear to represent the same project), the Agency will review the documents submitted with the Part I applications to determine which Approved Vendor is premising its control of RECs on an earlier-executed site control agreement that has not lapsed (or, if both Approved Vendors rely on the same site control agreement, then which Approved Vendor has an earlier-executed REC control agreement that has not lapsed); this Approved Vendor will be presumed to be the proper representative of the project.
- An Approved Vendor with a later-executed site control or REC control agreement (as applicable) will be given an opportunity to furnish documentation showing that the earlier-executed instrument was properly terminated prior to that Approved Vendor's Part I ABP application. If acceptable documentation is provided (subject to confirmation with the other Approved Vendor), then the application from the Approved Vendor with the later-executed agreement would proceed (subject to any other review and approvals of the application).

Change of Approved Vendors

¹⁶ The IPA issued guidance on how to properly submit extension requests on [March 27, 2020](#), [May 5, 2020](#), and [August 17, 2020](#).

A project that has been waitlisted or otherwise not yet selected for a REC Contract may change its Approved Vendor. This switch of Approved Vendors may be for an individual project that is a subset of a larger batch (although minimum batch size requirements would still apply).

While it is not necessary to seek Program Administrator approval in advance of commencing this transaction, the Approved Vendor transferring the project and the Approved Vendor receiving the project (“Transferee”) must provide the Program Administrator with a binding document wherein both agree that the Transferee shall have rights to the RECs produced by the project and the authorization to represent the project for an ABP application. The documentation also must show that the project host (and the project owner, if different) consent to the change of Approved Vendor.

Please note that if a project was submitted co-located with another project, it will continue to be deemed co-located after any change of Approved Vendors. As a result, any co-located pricing or array layout requirements will still apply after a potential change of Approved Vendor. The transferred project, if community solar, could, if applicable, be newly considered co-located after being taken by the Transferee AV. The co-located pricing provision will only be applicable if the Illinois Commerce Commission’s approval of the second project is within one year or less of the Commission’s approval of the first project. If the first project has not yet received Commission approval at the time of the second project’s approval, then the co-located pricing provision will apply.

Sale of an Approved Vendor

Additionally, the sale of an Approved Vendor is permissible. A change in ownership of the Approved Vendor (e.g., the sale of an entire LLC to a new entity) with no change to the AV/project pairings does not require consent, but does require the Approved Vendor to alert the Program Administrator to the change and provide documentation of the sale.¹⁷ The new owner will need to submit an Approved Vendor application with details specific to its ownership of the LLC (see Section 2 for more detail on Approved Vendor requirements). Additionally, the new owner must contact its contracting utility/utilities to update its contact and banking information for the respective REC contracts with the utility.

Sale of a Project

A sale of the project itself (or a majority equity share in the project) that results in a new system owner but not a new Approved Vendor is allowed while the project remains unselected for a REC Contract. In such a case, the Approved Vendor is expected to contact the Program Administrator in order to update the ownership data for the project in the ABP portal. This project ownership change would not change any previous determination that the project was co-located, and it could, if applicable, cause the project to be newly considered co-located. The co-located pricing provision will only be applicable if the Illinois Commerce Commission’s approval of the second project is within one year or less of the Commission’s

¹⁷ The seller’s Approved Vendor profile and banking information will not be visible to the new owner of the Approved Vendor after a sale.

approval of the first project. If the first project has not yet received Commission approval at the time of the second project's approval, then the co-located pricing provision will apply.

B. Part II Application Process

Once a system is completed and energized, and after ICC approval of the system's application for a REC Contract (or Product Order), the Approved Vendor will complete Part II of the application. Part II consists of uploading information verifying completion of the project and confirming that the specifications have not changed from the Part I application. If the final system size is larger than the proposed system size such that it would cause the system to change from the up-to-10 kW category to the over-10 kW category, the payment terms will be adjusted from the full payment on energization to 20% payment on energization and the balance paid over the next four years; the reverse is also true. Additionally, for any increase in system size at the Part II stage, the price per REC will be changed to the applicable REC price for the final system size based on the block open at the time the system is energized. A system that is developed at a size smaller than the original application will not be eligible for additional price adders.

A project's REC payment is based on the quantity of RECs estimated to be produced by the system, and this amount will be considered the lesser of the estimated production in Part I and Part II of the application. In this way, a system that is built smaller than planned will not benefit from excess REC payments that the final system cannot support as a result of its decreased production estimate. On the opposite side, if a project's final size is larger than the planned size, an increase in the REC payment could present unexpected budget management challenges.

If the final AC size differs (whether larger or smaller) from the size submitted in Part I of the project application and the difference exceeds the larger of 5 kW or 25%, then the system will be removed from the contract, with the option to re-apply to the ABP. Changes to the DC size of the system are governed by ensuring that the 155% DC/AC ratio is not exceeded (refer to Section 4(K) of this Guidebook for the full requirement). If the size difference at the Part II stage does not exceed those limits, the system will remain validly under contract. In the case of a size *increase* of less than the larger of 5 kW or 25%, *or* if the Approved Vendor desires to have the system change from a distributed generation project to a community solar project (or vice versa), then the Approved Vendor will have the option of canceling and resubmitting the system, but the REC price will then be that of the Block open at the time of resubmission, not of the original submittal. A new application fee will be required because the Agency will need to review the system design, which would be different from what was originally submitted (e.g., because of the change in system size). In all these cases described in this paragraph, if a project is removed, then resubmitted and approved within 365 days of the removal, the collateral associated with the original system would be applied to the resubmitted system (and any excess refunded to the Approved Vendor); if not, the original collateral would be forfeited.

If there is a change in the property owner between Part I and Part II of a project application, the Approved Vendor must provide a refreshed, fully executed, and binding site control document with the new property owner concurrent with Part II submittal. A new Disclosure Form would **not** be required unless

the system size has changed more than the greater of 5% or 1 kW from the size noted on the original Disclosure Form. In this case, a new Disclosure Form would be needed with the new property owner/host as the signatory.

The Agency reserves the right to request more information on an installation, and/or conduct on-site inspections/audits of projects to verify the quality of the installation and conformance with the project information submitted to the Agency. Projects found not to conform with applicable installation standards and requirements, or projects found not to be consistent with information provided to the Agency, will be subject to removal from the program if the deficiencies cannot be remedied. Likewise, Approved Vendors who repeatedly submit projects that have these problems may be subject to the suspension or termination their Approved Vendor status.

The Program Administrator will review the Part II application and, upon approval, will provide a confirmation sheet to the Approved Vendor to include with its invoice to the utility with which it has contracted to sell the RECs from that project. The Program Administrator separately will provide information to each utility covering the details of each completed project.

Any changes to a project after Part II is verified must be communicated to the Program Administrator, and, depending on the nature of those changes, could constitute a violation of the REC delivery contract.

C. Inspections

The Agency reserves the right to physically or virtually inspect any project submitted to the Program for any reason. Inspections will be scheduled in advance but may occur at any time during which the project is still within the Program.

If a material deficiency is found during the inspection, the Approved Vendor will be sent a Deficiency Notice, with a copy to the system host. Within 5 business days of its receipt of the Deficiency Notice, the Approved Vendor shall provide an action plan that cures the deficiency within 20 business days. The Approved Vendor shall provide proof of completion of the action plan to cure the deficiency (or deficiencies) no later than the 20 business-day deadline. Failure to complete the action plan may result in (i) removal of the project from the REC contract, and/or (ii) disciplinary action upon the Approved Vendor. Proof of completion shall include, at minimum:

- A brief explanation of how the issue was corrected
- Before and after photos of the correction, if applicable
- Confirmation of any resulting changes to the system specifications

The Program Administrator shall assess such proof for acceptability on a case-by-case basis dependent upon the nature of the deficiency. The Approved Vendor will be notified (with a CC to the System Host) once the Program Administrator accepts the completion of the action plan. Should the action plan or the completion of the action plan not be accepted by the Program Administrator, the Program Administrator

will work with the Approved Vendor to modify the plan and/or the implementation such that it becomes acceptable.

D. Energized Systems

Only systems energized on or after June 1, 2017, are eligible for application to the Adjustable Block Program. An Approved Vendor is allowed to submit a Part I application for an already energized system that meets this requirement; however, the Approved Vendor bears the risk that the system does not meet program requirements if marketing, sales, installation, and other development activities occurred prior to the Agency's final publication of Program guidelines. Systems that are already energized will complete the same Part I and Part II process for final approval, with the only exception that the irrevocable standing order must be initiated but will not be accepted by the utility until after ICC approval and contract signing.

E. Community Solar Additional Requirements

1. Part I Requirements

Part I of an application for a community solar project requires a description of the proposed subscription model (e.g., typical length and structure of contract, economic terms, marketing channels, etc.) and the expected mix of residential and non-residential subscribers. Applicants may enter their proposed model or enter "unknown" if the model is not yet known. The Agency will assess whether the subscription model will reasonably meet program terms and conditions and will use the subscriber mix to determine which adder, if any, will be awarded to the system, but the final adder (if any) will depend on the subscription level demonstrated once the system completes Part II of its application.

2. Part II Requirements

Under Part II of the application, a community solar project will have to demonstrate that it has met a minimum subscription level to be considered energized and eligible to receive payment for RECs. To receive REC payments, at least 50% of the capacity of the project must be subscribed at the time of energization. Such payment will be based upon a project's percentage subscribed at the time of Part II verification/Energization.¹⁸ The Approved Vendor will report subscription levels on a quarterly basis during a project's first year. The calculation of the number of RECs for payment will be updated after one year of operation (based on the final quarterly report of that first year) to allow for the acquisition of additional subscribers. In addition to other extension provisions outlined in the REC delivery contract, a community solar project may request one additional extension, with a non-refundable extension payment of \$25/kW, to its energized date if it needs additional time to acquire subscribers.

¹⁸ Subscription level will be verified through review of applicable disclosure forms and data provided by the interconnecting utility.

If a community solar project fails to attract sufficient subscribers by the time of energization, but also meets the definition of a distributed generation project (i.e., is located on-site, behind a customer's meter, and used primarily to offset a single customer's load), it may request to be recategorized as a distributed generation project and receive a REC payment at the lesser of the original price and the price of the distributed generation block open at the time this determination is made. A community solar project that does not meet the definition of a distributed generation project that fails to attract subscribers will not be eligible for this option. Likewise, a proposed distributed generation system may switch to be recategorized as a community solar project before energization and receive the REC price of the currently open community solar block, and any appropriate adders. In both of these situations, a project may only switch one time.

3. Community Solar Disclosure Form

The Community Solar Provider must deliver a Community Solar Disclosure Form to the customer before the subscription contract is signed. Terms of the underlying subscription between a customer and the Community Solar Provider must be consistent with terms of the required disclosure form.

The ABP portal contains an interactive form for Community Solar Providers to generate Community Solar Disclosure Forms, which can then either be e-signed using the ABP portal e-signature functionality or printed, signed, scanned, and uploaded back into the ABP portal. ~~As referenced in the Community Solar Marketing Guidelines (Sections 1(G) and 2(H)) Approved Vendors and their Designees shall provide marketing materials and interact with a customer in a language in which the customer is able to understand and communicate. To facilitate this, Approved Vendors and their Designees may elect to create a Community Solar Disclosure Form in either English or Spanish ~~both~~ either within the ABP portal and/or using the API functionality to generate the document outside the portal.~~ The information on a Community Solar Disclosure Form can be updated within the ABP portal and edited prior to customer signing, but cannot be edited after the customer has signed the document (for e-signing) or downloaded the document (for wet signatures), thus finalizing the document. Community Solar Providers may employ commercially available e-signature systems ~~as an alternative to the customer e-signing in the portal or wet signing, in which case,~~ the audit/signature information page must be submitted with the e-signed Community Solar Disclosure Form. This requirement applies whether the Community Solar Disclosure Form is generated within or outside of the ABP portal.

Community Solar Providers may, upon approval of the Program Administrator, develop a third-party generated Community Solar Disclosure Form. A third-party generated Community-Solar Disclosure Form must contain the same content and information as the Community Solar Disclosure Form generated by the ABP portal. This will require Program Administrator approval of the third-party Community Solar Disclosure Form template and for the Community Solar Provider to use the third-party generated Community Solar Disclosure Form application program interface (API) to the ABP portal. This API will require uploads of the data used to create each third-party Community Solar Disclosure Form at which point the API will return information including a unique Community Solar Disclosure Form ID back to the Community Solar Provider that must appear on that Community Solar Disclosure Form. The third-party

Community Solar Disclosure Form must be uploaded to the ABP portal after it is signed by the subscriber. Each uploaded form must contain the unique ID that was assigned to that form in order to be considered valid by the Program Administrator and may be subject to review by the Program Administrator.

If the AC size of a community solar subscription submitted to the Program Administrator differs by more than the greater of 2 kW or 10-% from the subscription size noted in that subscriber's corresponding disclosure form, a new disclosure form will be required. If a subscription size change falls within the band but differs from the subscription size noted in the original disclosure form, the Approved Vendor or Designee shall send an email to the subscriber stating 1) the updated size of their Community Solar subscription, and 2) by how much it differs from the size recorded on the original disclosure form the subscriber signed. Any change in the financial impact to the customer shall also be explained in that communication.

4. Subscription Management Requirements for Community Solar Projects

A Community Solar Provider, defined under the Community Solar Marketing Guidelines as an entity which works to acquire and/or manage subscribers over the lifetime of a community solar project, may enroll customers for a specific community solar project or for a community solar project to be selected at a future date. A Community Solar Provider can either be the Approved Vendor for the project or a Community Solar Subscriber Agent Designee that has been approved by the project's Approved Vendor.

For enrollments into a specific community solar project, the Community Solar Provider will specify the project location, size and other required information to customers at the time the customer signs the subscription agreement.

For a Community Solar Provider that prefers to specify the community solar project at a future date, the customer shall be given the contact information for the Community Solar Provider at the time of enrollment. The Community Solar Provider will be required to provide the customer with all project details, including location, size, and other notable specifics by email as soon as practicable after the customer is assigned to a project in the utility portal, but in no event later than two weeks after that assignment. Guidance with respect to the requirements for customer notification are contained in the [Community Solar Marketing Guidelines](#). In the event that a customer is not assigned to a specific community solar project within six months of the execution of the subscription agreement, the Community Solar Provider shall email the subscribing customer an update on the status of the customer's subscription.

As it may be challenging to secure subscriptions with sizes that add up to the exact AC capacity of a community solar project, if a project is less than 100% subscribed the Approved Vendor may allocate the remaining capacity among any enrolled subscribers. Note that this allocation of capacity and subscription changes will also need to be updated with the interconnecting utility so that subscription sizes match. If, as a result of this process, such a subscription size change triggers the requirement for a new Disclosure Form, the Approved Vendor may make a request to the Program Administrator that a new signed Disclosure Form be provided within 30 days after the subscription change rather than prior to the change.

F. Required Information

The following information will be required for each Part I and Part II application:

Part I

Note: Every completed disclosure form will create a Part I application with all of the information from the disclosure form already prefilled, eliminating the need for duplicate data entry. Community solar projects will not have completed a disclosure form and will therefore be required to enter this data in the Part I application form. All items not marked as “optional item” are required for a Part I application.

- Project location¹⁹ and property owner
- Project Owner (if different than property owner)
- Detail on the relationship between the utility account holder and the property owner/project owner, if they differ (optional item)
- Installer name & contact information (May select unknown if not yet known)
- Name of Utility for which the system is interconnected
- Project Type (Residential, Non-residential, Government, Non-Profit, Community Solar)
- Financing Structure (Customer-owned, lease, or PPA) (Not asked for community solar)
- Number of graduates of job training programs the developer intends to work on the project (optional question item)
- Technical Project Information
 - Ground or Roof Mount
 - Number of tracking axes (fixed tilt, 1-axis tracking, 1-axis backtracking, or 2-axis tracking)
 - Array information (# modules, module power rating, tilt, azimuth, and whether or not the modules are bifacial) for each array
 - Inverter size in continuous AC output which must be equal to or less than nameplate capacity
 - Inverter efficiency
 - Total number and type of each inverter (optional item)
 - System size in DC and AC will be calculated by the portal from the information provided above.
- PV Watts (or similar tool) estimate of REC production during 15-year term (auto-calculated by the portal if using PV Watts)
- For Community Solar only
 - (For purposes of preference in lottery selection) Does the project commit to obtaining 50% small-subscribers? Note: This was only for the purposes of the April 10, 2019 initial

¹⁹ The project’s latitude and longitude (in degrees out to 6 decimal places, e.g. 41.881856, -87.631222; this information is easily identified through Google Maps) will be requested as *optional* information. Projects in rural locations are strongly encouraged to provide this information. Approved Vendors that submit a significant number of projects with addresses that are difficult to map without latitude/longitude information may be asked by the Program Administrator to provide latitude/longitude for all future project applications. More information on this decision can be found [in the update posted on November 1, 2019 here: https://illinoisabp.com/2019/11/01/response-to-comments-coordinates-inclusion-in-part-i-application/](https://illinoisabp.com/2019/11/01/response-to-comments-coordinates-inclusion-in-part-i-application/)

lottery. Any community solar project will receive an adder, if applicable, for actual small subscriber subscription levels as described in Section 1.F regardless of selection made here; moreover, any community solar project already selected into the Program prior to the ICC's approval of the Revised Plan on February 18, 2020 may still receive the highest small subscriber pricing adder for greater than 75% small subscriber level if it actually attains that level, despite having made an initial commitment of only 50% in its Part I application.

- Describe the proposed subscription model (e.g., typical length and structure of contract, economic terms, marketing channels, etc.). Applicants may enter their proposed model or enter "unknown" if the model is not yet known.
- Describe the expected mix of residential and non-residential subscribers.
- If the project is in a municipal utility or electric cooperative territory, demonstrate the municipal utility or electric cooperative offers net metering bill credits for community solar projects substantially similar to that offered under Section 16-107.5(l) of the Public Utilities Act as well as purchase of energy from any unsubscribed project shares under the Public Utilities Regulatory Policies Act of 1978.
- Required Uploads
 - For DG Projects
 - A disclosure form must have been completed and signed through the application portal.²⁰ This can be done prior to the Part I application and will not require a separate upload. If the AC size of a distributed generation system as submitted in Part I differs by more than the greater of 1 kW or 5% from the AC system size noted in that application's disclosure form, a new disclosure form will be required.
 - For all Projects
 - Proof of site control
 - Plot diagram or site map for all systems
 - Ground-mounted systems larger than 250 kW AC must provide a land use permit from the AHJ (Authority Having Jurisdiction). If a land use permit is not applicable, the Approved Vendor must provide written confirmation from the AHJ that no permit is required. The land use permit is required if more than 250kW of a system is ground-mounted.
 - Additional uploads for systems over 25 kW
 - Interconnection Agreement signed by both the interconnection customer and the interconnecting utility prior to the date of Part I application submittal.
 - Requirements for systems already energized prior to application
 - GATS or M-RETS unit ID

²⁰ There is a limited exception, discussed above, for systems that went under contract or were energized prior to the Agency's finalization of the DG disclosure form on December 27, 2018.

- Uploading of
 - Certificate of Completion of Interconnection
 - Net metering application approval letter (if applicable)

Any project that does not meet these requirements will not be considered eligible to receive REC payments; the Approved Vendor will have the option to resubmit the project. However, the resubmittal will be placed at the end of any waitlists that had previously been established for that Group/category, will be at the price of the Block open at the time, and will require a new application fee.

Part II

All items not marked as “optional item” are required for a Part II application.

1. Actual system size in both DC and AC (if different than the size submitted in Part I, please re-supply the array information).
2. Final 15-year REC production estimate.
3. Modules: manufacturer/make, model, whether or not modules are bifacial.
- ~~4.~~ 4. Inverter: size, manufacturer/make, model.
- ~~4.5.~~ 4.5. **Total number and type of each inverter (optional item).**
- ~~5.6.~~ 5.6. Number of tracking axes (fixed tilt, 1-axis tracking, 1-axis backtracking, or 2-axis tracking) – must be the same as submitted in Part I.
- ~~6.7.~~ 6.7. Does this project have a battery backup?
- ~~8.~~ 8. Meter: manufacturer/make, model. Does the meter meet the ANSI C.12 standard if required by the applicable registry?
- ~~7.9.~~ 7.9. **As-built project diagram for systems greater than 250 kW AC (optional item).**
- ~~8.10.~~ 8.10. _____ Number of graduates of job training programs who worked on the project (optional item).
- ~~9.11.~~ 9.11. _____ Provide description of any other changes made to the project between initial application and the completion of the project.
- ~~10.12.~~ 10.12. _____ Interconnection Approval Date and Online Date.
- ~~11.13.~~ 11.13. _____ Registry in which the system is registered (PJM-GATS or M-RETS).
 - a. Provide the PJM-GATS or M-RETS unit ID.
 - b. Provide the name on the PJM-GATS and M-RETS account.
 - c. Provide proof of having initiated an irrevocable standing order.
- ~~12.14.~~ 12.14. _____ Confirm name and contact information of company performing installation from Part I (must match the name of a current ICC Certified DG Installer) including the ICC Docket Number for the Certification of the DG Installer of record for the project.
- ~~13.15.~~ 13.15. _____ Name of qualified person(s) who conducted the installation.
- ~~14.16.~~ 14.16. _____ For systems that include a battery, a detailed schematic must be provided showing that either only solar-generated power can be used to charge the battery, that the battery’s output does not run through the meter used to measure solar output, or that a password-protected

software setting is enabled for the duration of the project's participation in the Adjustable Block program that prevents the battery from charging via line power.

- ~~15-17.~~ Provide final invoice showing installer. If the system owner is the installer a checkbox can be selected to indicate this (optional item).
- ~~16-18.~~ Attestation of compliance with all marketing guidelines published by the Agency, for marketing activity that occurred after November 26, 2018.
- ~~17-19.~~ Attestation that the contract with the customer is consistent with the disclosure form provided to the customer.
- ~~18-20.~~ Attestation of compliance with all DG installation contract requirements or community solar subscription requirements previously published by the Agency (or an attestation that good-faith, diligent attempts to secure a compliant contract amendment for DG contracts executed before January 23, 2019 were unsuccessful).
- ~~19-21.~~ Final system cost including any and all costs related to the following: modules, inverters, other generating equipment, balance of system (BOS), engineering/procurement/construction (EPC), installation, interconnection, origination and development, sales/general/administrative (SG&A) including customer acquisition, financing, legal, permitting/inspection/other soft costs, contingencies, and any other direct or indirect costs attributable to the project. Any and all profit that results from project development should not be included in the total project cost. Upgrades that were necessary in order to complete the installation should be included in the final system cost (including but not limited to roofing and/or electrical upgrades). Optional additions that an installer provides to the customer in concert with the installation that are unrelated to the solar installation, such as the installation of an electric vehicle charging station should not be included.

Note: Individual project costs will be protected as confidential and proprietary pursuant to the Agency's obligation under Section 1-120 of the IPA Act. All persons within the Agency or the Program Administrator who have access to this information will be required to submit a signed statement demonstrating a commitment to maintain the confidentiality of the information and appropriate cybersecurity measures will be taken to protect this information. This approach is similar to how the Agency and its Procurement Administrator have handled sensitive commercial information submitted by bidders in competitive procurements for energy, capacity, and renewable energy resources during past years.

Section 7(1)(g) of the Illinois Freedom of Information Act exempts from disclosure "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." (5 ILCS 140/7(1)(g)). The requested submission of project cost data will have a check box for the Approved Vendor to certify that the predicate conditions of Section 7(1)(g) are met. It is the Agency's position that project cost data

would, with such a certification, constitute commercial or financial information that is exempt from public disclosure.

Project cost information will only be disclosed on an aggregated basis no smaller than an entire block.

Variations in the system layout between Part I and Part II are not allowed except in the following cases:

- Change in location of the system on a roof or parcel for any DG system, or any system for a Community Solar project which was the only project on a parcel entered into the initial program lottery, if held.
- Increase in the surface area covered as long as the originally plotted footprint is still entirely covered by the solar array or associated equipment or wiring.
- Decrease in the surface area covered as long as the solar array and any associated equipment or wiring remains entirely in the originally plotted footprint.
- Changes in location on a parcel made to provide access paths through the solar array in order to access an otherwise stranded portion of the parcel.
- Changes in location on a parcel made to account for parcel unsuitability that was not apparent in the Approved Vendor's commercially reasonable investigation of the property when conducting the initial project design.
- Switching between rooftop and ground-mounted.
- Switching between tracking system types and non-tracked systems is allowed; however, the lower of the Part I capacity factor or Part II capacity factor must be used. Switching tracker types by itself is not sufficient to qualify for an exception. At least one additional criterion from the list above must be met to qualify for an exception.
- Approved Vendors may request approval for other changes; such approval will be granted if the Approved Vendor can demonstrate to the Program Administrator that the change was made due to factors that were not apparent in the Approved Vendor's commercially reasonable investigation of the project when conducting the initial project design and which would not constitute gaming of the lottery system or project application process.

Required Uploads:

- Certificate of Completion signed by the utility.
- Net metering approval letter (if applicable).
- Photograph(s) of the project showing all installed modules. Photograph(s) must show all modules clearly enough to verify the number of modules installed.
- Photograph(s) of the inverter(s). Photographs must clearly show the inverter information panel with the model number. A photograph of just one inverter is acceptable if using microinverters.
- Photograph of the meter (if applicable). Photograph must clearly show current cumulative lifetime meter reading or, if the meter has no physical display, a screenshot of the monitoring portal with the lifetime meter reading.

- Proof that the project has initiated an irrevocable standing order without an end date in the REC tracking registry through either a copy of the registry’s email acceptance of the irrevocable standing order or a screen shot of the irrevocable standing order screen showing the registry certification number of the system.²¹
- For Community Solar only:
 - Subscriber information (as of the energization date) including proof that minimum subscriber commitments have been met (50% of capacity must be subscribed).
 - Percentage of small subscribers (as a share of total system capacity).

²¹ At the end of the REC delivery term irrevocable standing orders can be cancelled subject to the consent of both the transferor and the transferee.

Section 6: Renewable Energy Credit Management and Assignments

A. REC Delivery

1. All systems must be registered in either the PJM-GATS or M-RETS tracking registry. For systems larger than 5 kW, the first REC must be delivered within 90 days of the date the system is Energized/Part II verified. For systems smaller than 5 kW, 180 days for the first REC delivery will be allowed. The 15-year delivery term will begin in the month following the first REC delivery and will last 180 months. Any RECs that were created prior to contract signing are not part of the contract and will not be transferred to the utility under the contract or purchased by the utility under the contract.
2. Approved Vendors will be required to set up an irrevocable standing order without an end date for the transfer of RECs from the system to the utility.
 - a. Community Solar projects which are not 100% subscribed will be allowed to set up a standing order for the percentage subscription the project has met. For the unsubscribed portion of a project, RECs will not be transferred to the utility. Community Solar projects shall update this percentage once per year based on their achieved subscription rates for the previous year.
 - b. All other systems must set up an irrevocable standing order for 100% of the capacity the system produces.
 - c. Standing orders must be established without an end date. The applicable utility buyer of the RECs will cancel the order at the end of the REC delivery term.
 - d. Standing orders must be initiated from an Approved Vendor's own registry account and not from the account of an affiliate or third party.
3. When registering a system in PJM-GATS or M-RETS, the Approved Vendor must incorporate the Adjustable Block Program application ID into the name of the system, the Unit field, and the Note field.
4. For Community Solar projects, based on any changes to a project's total percentage subscribed, the standing order percentage shall be updated in the relevant registry after both Part II verification and Program Administrator review of each of a project's four Community Solar Quarterly Reports. This process is as follows:

If the project is registered in GATS:

- a. The Program Administrator sends email to the contracting utility and Approved Vendor with a link to the revised Schedule B, highlighting any change in the standing order percentage.
- b. If there is a change to the standing order percentage, the Program Administrator sends email to the GATS admin, copying the utility and Approved Vendor, requesting removal of the irrevocable flag on the Community Solar project's standing order. The email will

- include at a minimum, the project's ABP application ID, registry Unit ID, and new standing order percentage.
- c. The utility replies to all confirming its consent to remove the irrevocable flag.
- d. GATS removes the irrevocable flag and replies to all confirming that the irrevocable flag has been removed.
- e. The Approved Vendor cancels the existing standing order and initiates a new irrevocable standing order with the new specified percentage.
- f. The Approved Vendor replies to all confirming the new standing order has been initiated.
- g. The utility confirms the new standing order is accurate.

If the project is registered in M-RETS:

- a. The Program Administrator sends email to the contracting utility and Approved Vendor with a link to the revised Schedule B, highlighting any change in the standing order percentage.
 - b. If there is a change to the standing order percentage, the Program Administrator sends email to the M-RETS admin, copying the utility and Approved Vendor, requesting a change to the Community Solar project's standing order percentage. The email will include at a minimum, the project's ABP application ID, registry Unit ID, current standing order percentage, and new standing order percentage.
 - c. The utility and Approved Vendor reply to all confirming their consent to updating the standing order percentage.
 - d. M-RETS updates the standing order with the new percentage and replies to all confirming that the change is complete.
 - e. Both the utility and Approved Vendor confirm that the standing order accurately reflects the new percentage in the registry.
3. The above-process of registering with GATS or M-RETS should be completed in no less than 30 calendar days from the Program Administrator's initial email to the registry. Failure to update the standing order in a timely fashion may have an impact upon obligations under the REC Contract.

Submitting REC Information to Tracking Systems

Approved Vendors are responsible for entering system production in the tracking registry where the system is registered. This must be done at least annually (and as frequently as monthly) and as necessary to ensure that the delivery of required RECs under contract is complete prior to the annual report submission date. Detailed information about creating RECs in the PJM-GATS system can be found on the PJM-EIS Getting Started page at <https://www.pjm-eis.com/getting-started.aspx>. Detailed information for M-RETS can be found on the M-RETS Help page at <https://help.mrets.org>.

B. Assignment of REC Contracts

REC delivery contracts entered into under the Adjustable Block Program are assignable, and assignments may be made at either the batch (or “Product Order,” as used in the contract) or Master Agreement level. As required by the Plan, assignments may only be made to entities registered with the ABP as Approved Vendors. If the assignment is to an Approved Vendor already having a valid REC Contract with the same counterparty utility through the ABP, then the prior written consent of the counterparty utility is not required for that assignment and any batches transferred will constitute new batches under the Approved Vendor’s existing agreement with that utility. The Approved Vendor assignor must notify the IPA and counterparty utility of such an assignment made without the utility’s consent and provide that utility with the assignee’s contact and payment information.

Assignments by Approved Vendors are subject to an assignment fee of \$1,500 for the first assignment and \$5,000 for any subsequent assignments of the same batch or same master agreement. Assignment fees are payable to the counterparty utility at the time of assignment, with fees made part of that utility’s renewable resources budget for the procurement of renewable energy resources. The first assignment of a product order or contract to an affiliate is not subject to fees, although other assignments and subsequent assignments of the same product order to an affiliate may be. Please consult Section 9.2 of the REC Contract for additional information.

Assignments may not be made within a) 30 business days of contract execution (or the posting of collateral, whichever is later) or b) 30 business days of a prior assignment of the same batch or same master agreement. In the case of the assignment of an individual batch, any surplus RECs associated with the batch remain with the original master agreement.

On assignment, an Approved Vendor’s ongoing collateral with respect to a transferred batch, if in cash form, may simply be applied to the transferred batch, while letters of credit will remain in place until the assignee posts replacement collateral.

Upon completion of the assignment, new contract documentation – including Exhibit A and associated schedules – will be developed by the Program Administrator to reflect the change in systems subject to the assignor’s original agreement and the assignee’s expanded or new agreement.

Collateral Assignment

Collateral assignment of the REC Contract by an Approved Vendor – i.e. pledging of the accounts, revenues or proceeds in connection with any financing or other financial arrangements for a system or systems, but without relieving itself of performance obligations – is permitted at either the batch or Master Agreement level and does not require prior consent of the counterparty utility. The Approved Vendor must notify the IPA and counterparty utility of the collateral assignment made without the utility’s consent and provide that utility with the identity of and contact information for the financing party.

As financing parties are unlikely to be Approved Vendors but may become assignees due to foreclosure or default under financing arrangements, the requirement that such an assignee be an Approved Vendor will be waived for 180 days following such a transfer. The new assignee would then have 180 days to

either a) become an Approved Vendor itself, or b) assign the batch or Agreement to an Approved Vendor. For purposes of calculating assignment fees, both the initial assignment post-default and the second assignment within 180 days constitute a single assignment.

For more information on assignment or collateral assignment, please see Section 9.2 of the Master REC Agreement within the REC Contract.

Steps to Assign Product Order(s) or an Entire REC Contract

Assignments are governed by Section 9.2 of the Master REC Agreement, as modified by Section 13(j) of the Cover Sheet. As explained in the REC Contract, assignments may be subject to fees, and may in certain circumstances require the Buyer's consent to be effectuated.

An entire REC Contract or any product orders/batches under a contract may be assigned in their entirety. It is not possible to assign individual projects within a product order.

Following are the steps for assignment. The Assignor is the Approved Vendor that already holds the product order(s) and wishes to initiate assignment, while the Assignee is the Approved Vendor that will receive the assignment. The Buyer is the contracting utility.

1. Assignor contacts Buyer and Program Administrator to provide informal notice of intent to assign, including the identity of Assignee.
2. Assignee applies to be an Approved Vendor (if not already) on the Program website. (In the case that the Assignee is a foreclosing financing party, the requirement that the Assignee is an Approved Vendor shall be waived for up to 180 days following the transfer.)
3. Program Administrator reviews and approves Approved Vendor application (if the Assignee is not already an Approved Vendor).
4. Assignee and Assignor execute the appropriate form of Acknowledgement. The Acknowledgement without consent form²² is used if the Assignee already is a valid Approved Vendor with an existing fully executed REC Contract. The Acknowledgement and Consent form²³ is used in all other situations. Thus, one of the two versions of the form is required in all cases.
5. Program Administrator and Buyer collaborate to confirm that Assignor has met all prerequisites for assignment:
 - a. Full collateral has been posted for the subject product order(s).
 - b. Thirty business days have passed since ICC approval of the subject product order(s).
 - c. Buyer has received any applicable assignment fees.
 - i. A fee of \$1,500 is required for the first assignment of a contract or product order. If Assignee and Assignor are affiliates, this fee is waived. Any subsequent

²² <http://illinoisabp.com/wp-content/uploads/2019/07/ABP-Acknowledgement-of-Assignment.pdf>

²³ http://illinoisabp.com/wp-content/uploads/2019/10/ABP-Acknowledgement-of-Assignment-and-Consent-2019_10_23.pdf

assignments of prior-assigned product orders, even between affiliates, carry a fee of \$5,000. All assignment fees are payable directly to Buyer.

- d. Assignee, Assignor, and Buyer must work out together how collateral will be maintained.
 - e. Assignee and Assignor have met any other requests by Buyer for additional information for Buyer to use in determining whether to grant consent (not applicable if consent is not required).
6. Program Administrator generates shell REC Contract (if needed), Exhibit A, Schedule A(s), and Schedule B(s) (if appropriate) for Assignee. Generates Schedule A(s) for Assignor. All documents are provided directly to Buyer.
 7. Buyer signs Acknowledgement, REC Contract (if needed), and Exhibit A. Sends all items to Assignee. Sends Acknowledgement to Assignor.
 8. Assignee and Assignor effect the legal assignment. Assignee countersigns REC agreement and Exhibit A. Assignee and Assignor provide copies of fully executed documents to Buyer.
 9. Buyer notifies Program Administrator that the assignment is complete.
 10. Program Administrator updates ABP database, moving subject product order(s) from Assignor's REC Contract to Assignee's REC Contract.

Note that an Approved Vendor may, without consent, collaterally assign or pledge the revenue stream of a REC Contract or product order(s), or collaterally assign the REC Contract itself, in conjunction with financing or other financial arrangements. The Approved Vendor must provide notice to the Program Administrator and Buyer of such a collateral assignment or pledge, including the identity and contact information of the financing party obtaining collateral rights.

Assignment of Waitlisted Projects

Projects may be selected off a waitlist in any given Group/category combination either when a new block of capacity is opened (and receive the new block's REC price), or when a previously selected and approved project drops out of the program, thus freeing up program capacity (with the project selected from the waitlist receiving the most recently available REC price). While projects are on a waitlist and thus not yet under contract, an Approved Vendor may transfer that project to another Approved Vendor, or the project itself may be sold, without penalty or impacting the project's position on the waitlist but must promptly notify the Program Administrator of that transfer and provide appropriate documentation.

Section 7: Annual Reports and Performance Evaluation

A. Annual Report Requirements

On an annual basis, each Approved Vendor will submit an Annual Report of the contracts and systems in its portfolio using the Approved Vendor portal at www.illinoisabp.com. ~~Approved Vendor~~. The Annual Report will serve as the basis for verifying that RECs from projects are being delivered to the applicable utility, and, absent corrective actions taken by the Approved Vendor, can be a tool used to determine what actions may be taken by the utilities to enforce the contractual requirements that RECs are delivered, including, but not limited to, drawing on collateral. Additionally, the Annual Report will be used by the Agency to consider the ongoing eligibility of an Approved Vendor to continue participation in the program. For all systems, the report will include information on:

- RECs delivered by each of the systems in the portfolio
- Status of all systems that have been approved, but not yet energized, including any extensions requested and granted
- Energized systems that have not delivered RECs in the year
- Balance of collateral held by each utility
- A summary of requests for REC obligations, suspensions, reductions, or eliminations due to force majeure events
- Information on consumer complaints received
- Other information related to ongoing program participation, including use of graduates of job training programs and other information related to increasing the diversity of the solar workforce

For community solar projects, the report will also include:

- Percentage of each system subscribed on a capacity basis
- The number and type of subscribers (e.g., residential, small commercial, large commercial/industrial), including capacity allocated to each type
- Subscriber turn-over rates

The community solar annual report will require the Approved Vendor to enter each subscriber, the subscriber's contract start date and end date if it fell within the current reporting year, whether the subscriber meets the requirements of a small subscriber, and the subscriber's subscription size in kW. The portal will automatically prorate all data to determine the average subscription amount and percentage of small subscribers based on this data. A signed disclosure form is required in order for a given subscriber to count towards a community solar project's subscriber tally in either an annual or quarterly report. ~~If the AC size of a community solar subscription submitted to the Program Administrator differs by more than the greater of 1kW or 5% from the subscription size noted in that subscriber's corresponding disclosure form, a new disclosure form will be required.~~ As with project cost data, the IPA will treat this subscriber information as confidential and proprietary and will provide protection of this information as

required under Section 1-120 of the IPA Act (including asserting any applicable protections in response to FOIA, discovery, or other requests).

Approved Vendors will be given 90 days to cure any deficiencies in the information reported, as found by the Agency and/or utilities. Failure to cure deficiencies may result in the contracting utility drawing on collateral. In addition, Approved Vendors' program eligibility may be jeopardized by failure to address and cure deficiencies.

Each Approved Vendor will be able to change its point of contact for completing the Annual Report at any time if desired. The Agency will review the annual reports as well as utility-reported information on REC deliveries and community solar subscribers to assess compliance with the requirements of the Adjustable Block Program and, if there are underperformances, coordinate with the applicable utility on drawing on collateral. That process is described below.

B. Collateral and Performance Evaluation Mechanics

Following Commission approval of a batch, the Approved Vendor must post collateral for all systems in the batch within 30 business days. Initial collateral for any system is 5% of the total REC Contractual value for that system, based on the capacity factor and system size proposed in the Part I application, including any small subscriber commitment adders to the REC price. Collateral may be posted in the form of cash or a Letter of Credit. A Letter of Credit must use standard forms provided with the published REC Contract; minor modifications may be allowed if approved by the counterparty utility.

For a system already energized at the time of ICC approval, as an alternative to posting collateral, the Approved Vendor may request that the 5% collateral requirement be withheld from the first REC payment. Should an Approved Vendor submitting an energized project seek to have its collateral withheld, that Approved Vendor must submit Part II of the project application at least four weeks (for Distributed Generation projects) and at least six weeks (for Community Solar projects) prior to the collateral due date (which is 30 business days after the Trade Date) to allow the Program Administrator time to review and verify the Part II application (as evidenced by the issuance of Schedule B). The project's standing order for REC transfer to the contracting utility must be initiated in PJM-GATS or M-RETS by the collateral due date. Once the Approved Vendor receives Schedule B of the REC Contract, it should make the payment withholding request to the utility as soon as possible, and no later than the collateral deadline, with that request including all pertinent identifying information for the project (system ID, batch ID, contract ID, Trade Date, interconnection date, Approved Vendor). If the Program Administrator determines that it requires more than four or six weeks, respectively, to verify the Part II project application, upon request it may recommend that the contracting utility extend the collateral posting deadline, though the final decision about whether to offer such a grace period belongs to the utility. If the Program Administrator requires additional information from the Approved Vendor to verify the Part II application, the Program Administrator may not be able to verify the application in time for collateral withholding and may be unable to recommend an extension.

Collateral and performance evaluation is generally handled at a portfolio level, i.e., pooled across all batches and systems for a given Approved Vendor. There are two forms of annual evaluation, described further below: REC delivery performance (for all systems) and community solar system parameters. Underperformance by any system in either of those categories can trigger a collateral drawdown for a delivery year. In any delivery year where one or more systems under the REC Contract have a collateral drawdown, the Approved Vendor may elect to pay the total drawdown as cash or have the drawdown taken from posted collateral. If two forms of collateral have been posted (cash and letter(s) of credit), the Approved Vendor may additionally choose which form of collateral shall be drawn upon.

Within 90 days after any collateral draw, the Approved Vendor will be required to post additional collateral to “top up” its total collateral, to equal 5% of total remaining contract value (where each system’s contractual value declines by 1/15 each contract year). The Approved Vendor can request the withholding of the next payment(s) due under the contract (if any) in lieu of “topping up” the collateral. When the last system within a batch reaches the end of its delivery term, an Approved Vendor may request a refund of the collateral associated with that batch.

Any failure to post collateral or pay for collateral drawdowns on a timely basis as required shall be an event of default under the REC Contract.

If a system receives an interconnection cost estimate from the interconnecting utility prior to energization that exceeds 30 cents per watt AC (\$300 per kW AC), then within 14 days of having received that estimate, the Approved Vendor shall have the option of withdrawing that system from the REC Contract and receiving a refund of 75% of its previously posted collateral associated with that system.

REC Delivery Performance Annual Evaluation

At the time of energization, a schedule of annual REC deliveries over 15 years will be set, based on the system’s approved capacity factor and a 0.5% annual reduction of delivery obligations.²⁴ Starting at the end of the third full delivery year after the date of energization, a 3-year rolling average of actual REC deliveries will be calculated each year, and that average performance will be deemed to be the system’s performance for the recently completed delivery year. In the case of a system’s annual surplus production, the “surplus RECs” will be applied to the Approved Vendor’s “surplus REC account,”²⁵ which

²⁴ An Approved Vendor may request for a system’s annual REC delivery obligations to be reduced in mid-contract. The Buyer and Seller would then seek to negotiate a settlement payment as part of the reduction in delivery obligations; the Buyer would not be required to ultimately accept the request.

²⁵ To be clear, surplus RECs and the Approved Vendor’s surplus REC account are only a “virtual” concept used for purposes of performance evaluation and collateral issues. The actual RECs shall be delivered to the counterparty utility when generated and then retired.

is a single surplus REC account for the entire contract. Surplus RECs can be “banked” forward indefinitely, if unused, until the end of the final delivery term in the REC Contract.²⁶

In the case of a system’s annual REC underperformance, first, surplus RECs from the surplus REC account if available shall be used to address the deficit (starting, for a delivery year, with the lowest-valued underperforming system and then moving to higher-valued systems within the contract portfolio). If surplus RECs are not available to fill in the entire underperformance across all systems in the contract for a delivery year, the underperformances shall be valued at the respective REC prices and that total shortfall amount shall be remedied through a collateral drawdown for the delivery year.

At the end of the 15-year delivery term for the last system under an Approved Vendor’s REC Contract, any unused balance of surplus RECs may be used to receive a refund for prior collateral drawdowns that related to REC underperformance.²⁷ The lowest-valued underdelivered RECs will first be refunded to the Approved Vendor, moving then to higher-valued underdelivered RECs, until no surplus RECs remain in the surplus REC account. If any surplus RECs remain in the surplus REC account after all prior collateral drawdowns have been refunded, **no additional refund will be made** for those leftover surplus RECs.

Community Solar System Parameters Annual Evaluation

After each delivery year, the Approved Vendor will be required to report subscriber information for each community solar system including subscription amounts, small subscriber status, and subscription start/end dates. The IPA will evaluate the system’s share of physical capacity that is (i) subscribed and (ii) subscribed by small subscribers, based on daily averages over the course of the year. Based on the subscription share and the small subscriber mix actually realized for the delivery year, a REC price and REC quantity owed for that delivery year under the terms of the ABP will be calculated. This will be compared to the actual contractual payment previously made for that system corresponding to that delivery year, and any negative difference will become a collateral drawdown for that system for that delivery year. Any annual “overperformance” with regard to community solar system parameters will **not** result in any extra payment, “banking” for future delivery years, or carryback for prior delivery years.

²⁶ Following an assignment of a batch to another contractual party where the original Approved Vendor retains other batches in its contract, the original Approved Vendor will retain any surplus RECs that had been generated by systems in the transferred batch prior to the assignment.

²⁷ This refund procedure would not apply to prior collateral drawdowns based on annual community solar system parameters.

Section 8: Invoicing and Payments

An Approved Vendor may submit an invoice for payment to the counterparty utility only for systems that have been energized and for which the Program Administrator has verified Part II of the project application. For distributed generation systems 10 kW or smaller, the REC Contract provides for a one-time payment for the full 15 years of REC deliveries after the conclusion of the quarterly period during which the system is energized. For distributed generation systems over 10 kW, twenty percent (20%) of the total contract value is paid after the conclusion of the quarterly period during which the system is energized. The remaining balance (80%) is paid in equal installments over the following sixteen quarterly periods. Community solar projects are paid on the same schedule as larger distributed generation systems but are further subject to a payment adjustment each quarterly period during the first year of operations. If the Approved Vendor has elected for the 5% collateral under the REC Contract to be withheld from the first REC payment for a system, this balance will be released at the end of the 15-year contractual period for the last system in that batch.

The formula for calculating the total REC payment of an energized system is as follows:

System (inverter) size in MW AC x approved capacity factor x 365 days/year x 24 hours/day x 15 years x 1 REC/MWh x \$/REC.

For community solar projects, the system size in this formula is only the portion of the system's nameplate capacity that is subscribed.

Invoices for payment may be submitted to the counterparty utility on a quarterly basis. To facilitate invoicing and payment, at the end of each quarterly period, the IPA and Program Administrator will prepare a quarterly netting statement for each contracting utility applicable to each of its REC Contracts which includes payment-related information. The IPA, through its Program Administrator, expects to issue quarterly netting statements by the following dates: June 1, September 1, December 1, March 1.

The Program Administrator will make an invoice available to each Approved Vendor that has had projects Part II verified during the prior quarter. Previously energized projects with outstanding payments remaining will also have their payment due included on the invoice. An Approved Vendor may submit its invoice for payment to the applicable counterparty utility no later than the following invoice due dates: June 10, September 10, December 10, March 10.

All timely submitted invoices under a given REC contract shall be payable and due on the last business day of the month in which the invoice is rendered, or the last business day of the following month if the payment is the first payment made under a given REC contract.

Each quarterly invoice submitted to the counterparty utility must include the following:

- invoice amount;
- cumulative amount already received by the Approved Vendor under the REC Contract;
- maximum allowable payment; and

- the PJM-GATS or M-RETS Unit ID of each system included in the invoice.

In order to allow the Program Administrator sufficient time to verify the application, Approved Vendors should submit distributed generation Part II applications no later than four weeks prior to the opening of an invoicing window. For community solar projects, because of the more complex verification process that includes validating subscriber data, Approved Vendors should submit Part II applications no later than six weeks prior to the opening of an invoicing window.

The Program Administrator will endeavor to review and verify Part II applications that follow this guidance prior to the opening of the relevant invoicing window. Should the Program Administrator have questions and request additional information as part of the review process, Part II verification may be delayed beyond the upcoming invoicing window depending on how long it takes to resolve any open issues an application may have after a preliminary review.

Section 9: Guidebook Update Process

The Guidebook will be periodically updated both as the program changes and as additional questions and issues arise. Minor updates to the Guidebook will be made by the IPA in consultation with the Program Administrator on a regular basis. Such changes will be announced on the illinoisabp.com website; the version of the Guidebook published there will always be the latest version.

The Agency may also contemplate more significant changes to the Guidebook that would benefit from stakeholder input. In these cases, a notice of the stakeholder process and a copy of the draft changes will be published on the illinoisabp.com website. Stakeholders will be provided the opportunity to read the draft changes, attend a stakeholder meeting and/or webinar, and provide written comments on the proposed changes. Those comments will be reviewed by the Agency and its program Administrator prior to adopting more significant changes to the Program Guidebook.

Program Guidebook Version History

[Program Guidebook Draft for Stakeholder Comment \(November 28, 2018\)](#)

[Program Guidebook \(December 31, 2018\)](#)

[Program Guidebook \(January 31, 2019\)](#)

[Program Guidebook \(April 3, 2019\)](#)

[Program Guidebook \(May 31, 2019\)](#)

[Program Guidebook \(November 18, 2020\)](#)

[Program Guidebook \(February 26, 2021\)](#)

[Program Guidebook \(June 4, 2021\)](#)

Section 10: Glossary

Agency: The Illinois Power Agency (see 20 ILCS 3855)

Ameren Illinois: Ameren Illinois Company

Approved Vendor: An entity approved by the Program Administrator to submit project applications to the Adjustable Block Program and act as counterparty to the ABP contracts with the utilities.

Batch: The minimum size of a submission to the Adjustable Block Program, normally 100 kW with exceptions for the first submission of certain Approved Vendors.

Block: A defined size of program capacity with a defined level of incentives that declines at a rate of 4% per each new block as capacity is enrolled.

Category: A classification based on a system size and type. The program has three categories: Small Distributed Generation (DG) for DG systems 10 kW and below, Large Distributed Generation for DG systems above 10 kW up to 2 MW in size, and Community Solar for community solar projects regardless of size.

Co-located: A term related to community solar projects only, defined as:

- Two projects, of up to 2 MW each, on one parcel; or
- One project, of up to 2 MW, on each of two contiguous parcels.

ComEd: Commonwealth Edison Company

Community Solar: A solar project which (1) is interconnected to an electric utility, a municipal utility, or a rural electric cooperative, (2) allows subscribers to pay for shares or some other “interest” in the project, receiving bill credits in exchange; and (3) does not exceed 2,000 kW AC in size. Also known as a “photovoltaic community renewable generation project.”

Community Solar Subscriber: A person or entity who (i) takes delivery service from an electric utility, municipal utility, or rural electric cooperative, and (ii) has a subscription of no less than 200 watts to a community renewable generation project that is located in the utility's service area.

Community Solar Subscription: An interest in a community renewable generation project expressed in kilowatts, which is sized primarily to offset part or all of the subscriber's electricity usage.

Designee: Third-party (i.e., non-Approved Vendor) entities that have direct interaction with end-use customers. This includes installers, marketing firms, lead generators, and sales organizations. The Agency reserves the right to add additional categories of market activities as needed.

Distributed Generation: A system which is located on-site, behind a customer's meter, and used primarily to offset a single customer's load; it cannot exceed 2,000 kW AC in size.

Energized System: A system which is complete, has received a utility permission to operate, and has completed and received approval of Part II of the program application, including having initiated an irrevocable standing order for its RECs to the applicable utility buyer in either PJM-GATS or M-RETS.

Group: One of the two Block Groups used to classify a system based on location. The Groups are:

- Group A – Ameren Illinois, MidAmerican, Mt. Carmel, Rural Electric Cooperatives and Municipal Utilities located in MISO
- Group B – ComEd, and Rural Electric Cooperatives and Municipal Utilities located in PJM

ICC: Illinois Commerce Commission (see 220 ILCS 5); the State Agency charged with regulating public utilities in Illinois, as well as approving aspects of the Adjustable Block Program.

IPA: Illinois Power Agency; the State Agency charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities.

Interconnection Agreement: An agreement with the utility to interconnect the photovoltaic community solar or distributed generation system to the utility's distribution system.

Large DG: A distributed generation system larger than 10 kW, up to 2 MW

M-RETS: The Midwest Renewable Energy Tracking System. This is an independent entity from the State of Illinois, the IPA, and the Adjustable Block Program. It is one of two tracking registries, which along with PJM-GATS can be used to track creation, transfer, and retirement of RECs. More information can be found at the M-RETS website at <https://www.mrets.org/>

MidAmerican: MidAmerican Energy Company

Mt. Carmel: Mt. Carmel Public Utility

Net Metering: A provision in an electric utility's tariff that allows for crediting a customer's bill for all or some of the production of a distributed generation or community solar facility which has been exported to the distribution grid.

Part I: The initial application into the program which contains detailed information on the system and its location. Part I approval results in an ICC approved contract with one of the distribution utilities. A system must be energized within 12 months (18 months for community solar projects) after this contract is approved.

Part II: The second part of the application completed after energization, demonstrating completion of the project in accordance with the Part I parameters approved.

PJM-GATS: The PJM Environmental Information Service Generation Attribute Tracking System. This is an independent entity from the State of Illinois, the IPA, and the Adjustable Block Program. It is one of two tracking registries, which along with M-RETS can be used to track creation, transfer, and retirement of RECs. More information can be found at the PJM-GATS website at <https://www.pjm-eis.com>.

Program Administrator: The IPA's designee responsible for running day to day operations of the Adjustable Block Program. InClime has been designated the Program Administrator.

Project: A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as "System")

Qualified Person: "Qualified person" means a person who performs installations on behalf of the certificate holder and who has either satisfactorily completed at least five installations of a specific distributed generation technology or has completed at least one of the following programs requiring lab or field work and received a certification of satisfactory completion: an apprenticeship as a journeyman electrician from a DOL registered electrical apprenticeship and training program; a North American Board of Certified Energy Practitioners (NABCEP) distributed generation technology certification program; an Underwriters Laboratories (UL) distributed generation technology certification program; an Electronics Technicians Association (ETA) distributed generation technology certification program; or an Associate in Applied Science degree from an Illinois Community College Board approved community college program in the appropriate distributed generation technology. To be considered a "qualified person", the experience and/or training relied upon must be with the same type of distributed generation technology for which the qualification status is sought.

Renewable Energy Credit: The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.

Renewable Portfolio Standard: A law which requires a certain portion of the electricity served by investor owned utilities in a state comes from renewable generation.

Small DG: A distributed generation system less than or equal to 10 kW in size.

Small Subscriber: A residential or small commercial customer with a subscription below 25 kW. Eligible small commercial rate classes for the investor owned utilities are:

- Commonwealth Edison: "watt-hour delivery class" and "small load delivery class"
- Ameren Illinois: "DS-2"
- MidAmerican: "GE", "GD", "GET", "GDT", "GER", and "GDR"

Standard Test Conditions (STC): The solar irradiation of one kilowatt (kW) per square meter, a module temperature of 25 degrees Celsius, and an air mass 1.5.

System: A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as “Project”)