

**RESPONSE TO PUBLIC SCHOOLS BLOCK REQUEST FOR COMMENTS ON  
BEHALF OF THE SOLAR ENERGY INDUSTRIES ASSOCIATION, COALITION FOR  
COMMUNITY SOLAR ACCESS, AND ILLINOIS SOLAR ENERGY ASSOCIATION**

**March 3, 2023**

The Solar Energy Industries Association, Coalition for Community Solar Access, and Illinois Solar Energy Association (collectively the “Joint Solar Parties” or “JSP”) appreciate the opportunity to respond to the IPA’s Public Schools Category request for comments dated February 22, 2023.

**I. Community Solar Adjacent To Public School Property**

In its Final Order in ICC Docket No. 22-0231, the Commission held that: “The IPA is directed to modify the LTRRPP to clarify that community solar projects developed on land adjacent to a public school or district-owned land may be eligible to participate in the Public Schools category.” (Final Order dated July 14, 2022 at 62.) However, on or about October 7, 2022, the IPA issued a clarification of the Public Schools block that: “A community solar project submitted to the Public Schools category must be site on district- or school-owned land, in accordance with the Commission’s Order. That public school or district-owned land may be adjacent to a school or district building or facility, but adjacency is not required.” (Emphasis in original omitted.) The Joint Solar Parties recommend that development of community solar projects on land adjacent to public schools or district-owned land, consistent with the Commission’s order, be allowed in the 2023-24 Public School Block. While the prior sentences in the Commission’s Final Order may have been referring favorably to a specific party recommendation that did not recommend public school, the Commission nonetheless explicitly directed the IPA to allow “community solar projects developed on land adjacent to a public school or district-owned land” to qualify. It makes little sense to interpret this directive as on the same parcel as the public school or district-owned land, because it is not clear at minimum where the adjacency of “district-owned land” would be within that district-owned land other than contiguous parcels.

While it is too late to modify the 2022-23 block, the Joint Solar Parties respectfully request a change for the 2023-24 block to allow the market to respond to a modification to follow the Commission’s Final Order.

**II. Responses to Land Ownership Requirements**

Generally speaking, while the Joint Solar Parties support requirements for district ownership of land to the extent required for the Block, the Joint Solar Parties also support some measure of flexibility given that while the Public School system as a whole is persistent, particular district buildings (both school and administration) do sometimes change over time.

Reasons a school district may no longer own or occupy land may include: (1) moving district offices or other operations sites, (2) closing schools, (3) selling school properties to private entities to raise cash to address short-term (such as urgent O&M needs on other properties) or structural shortfalls (such as a decrease in the property tax base). As population shifts around Illinois, school districts may be forced to resize their property footprint.

The Joint Solar Parties support having requirements for School District ownership of property at the time of application and Part II.

The Joint Solar Parties are open to protocols to guide the case-by-case evaluation for the sake of certainty but do not have specific suggestions other than the protocols and case-by-case review should focus on whether there was a non-solar reason for the change in land ownership or the initial land purchase was not motivated by solar alone. Either of these two scenarios should provide a pathway to the School District selling the land without triggering a default under the REC Contract.

The Joint Solar Parties further note that School Districts tend to be deliberative—in many instances, solar transactions require board approval—and additional penalties or impairments could make marketing School Districts even more difficult than under the current approach.

### **III. Anchor Tenant Waivers**

The Joint Solar Parties as an initial matter recommend a waiver only if the anchor tenant subscription falls below 10%—any amount between 10% and 40% anchor tenant subscription size should be permissible at any time without a waiver. The Joint Solar Parties further believe if a replacement account for School District (including school) property in another district can meet 10% or more of the subscription to a system, a waiver should not be necessary—the change in anchor should merely be reported in the annual report.

Items (iii) and (iv) in the IPA’s proposed waiver request should not be necessary. An Approved Vendor’s incentive is to fully subscribe their systems as soon as possible to meet the June and December subscription check-in timing under the 20-year REC Contract. If the Approved Vendor fails to meet those check-in dates, they will suffer a loss compared to if the system was at least 90% subscribed. Because there is every incentive to fully subscribe, the IPA does not need to exercise additional oversight over the timing or method of replacing anchor subscription percentage.

In terms of reasons for the waiver, reasons may include financial hardship of the school (i.e. while the subscription saves the school money, it does not have the resources to pay its subscription fees), closing or sale of school buildings, or temporary account suspension due to emergency (such as natural disaster) that reduces or eliminates electricity usage at School District properties.

In terms of documentation, the school could provide a statement on school district letterhead or utility bills demonstrating insufficient offsettable charges to fully absorb bill credits from a 10% subscription to the community solar system; school board minutes or press coverage regarding district consolidation, school sale or closure, or disaster; or evidence of school bankruptcy or insolvency.