

**COMMENTS ON THE DRAFT LONG-TERM RENEWABLE ENERGY RESOURCES
PROCUREMENT PLAN ON BEHALF OF THE SOLAR ENERGY INDUSTRIES
ASSOCIATION, THE COALITION FOR COMMUNITY SOLAR ACCESS AND
THE ILLINOIS SOLAR ENERGY ASSOCIATION**

September 29, 2023

The Solar Energy Industries Association, the Coalition for Community Solar Access, and the Illinois Solar Energy Association (collectively the “Joint Solar Parties” or “JSP”) greatly appreciate the opportunity to provide responses to the Draft Long-Term Renewable Energy Resources Plan for Public Comment (“Draft LTRRPP”) released on August 15, 2023.

The Joint Solar Parties are responding with public comment on several issues to constructively engage with the Illinois Power Agency (“IPA”) and other stakeholders on these issues. The Joint Solar Parties’ silence on any particular issue does not necessarily indicate the Joint Solar Parties’ support. The Joint Solar Parties reserve their rights to respond in the upcoming Commission approval docket on any issue whether or not discussed herein.

I. Introduction

By the Joint Solar Parties’ count, this is the fourth LTRRPP and the second LTRRPP after a recent major legislative change (in this case, the Climate and Equitable Jobs Act or “CEJA”). As with the IPA’s 2019 revision to the LTRRPP (litigated in ICC Docket No. 19-0995), the parties now have the benefit of not only IPA and Commission decisions in the first post-CEJA LTRRPP but also over 20 months of experience since the first portion of CEJA implementation began. Thus, while many issues raised in the first post-CEJA LTRRPP are more settled than the last LTRRPP, there remain issues that had been addressed as a matter of first impression in ICC Docket No. 22-0231 and now have the benefit of experience. Additionally, there are new issues that have arisen given changes to program design in CEJA. That experience in turn helps contextualize the policy or other decisions previously made that now have been implemented and led to real-world experience.

There is no doubt that CEJA set aggressive renewable development goals. On one hand, it appears that the Adjustable Block Program is making progress to meeting top-line REC selection goals, while also recognizing there are different development and deployment timelines and requirements, which has not led to uniform uptake timelines or attrition rates. On the other hand, the top-line success and some success in subprograms has partially masked challenges in other areas, including the Small DG Block, the Large DG Block, the Public Schools Block, the Traditional Community Solar Block, and the Equity Eligible Contractor Block. In order to meet not just top-line success but top-to-bottom success, the Joint Solar Parties propose several changes intended to bolster these blocks.

In addition, as the IPA administers the Adjustable Block Program and Solar for All, the IPA is constantly looking for ways to improve the programs and ensure compliance with authorizing statutes. Respectfully, the Joint Solar Parties agree with and disagree with some of these “improvements” or new interpretations of statutes. For example, that there is a specific problem

being addressed (such as the 25 kW cap for subscriptions to master-metered buildings in Solar for All) or even if there is agreement that a problem exists how to address it.

In the end, while the Joint Solar Parties (as advocates for the solar industry) and the IPA may not be aligned on every facet of every issue, both are interested in efficient and effective administration of the Adjustable Block Program and Solar for All. The Joint Solar Parties urge the IPA to consider the comments below as steps to further improve both.

II. Comments on Draft LTRRPP

A. Chapter 3

The Joint Solar Parties had been previously aware that in Spring 2023, the IPA released an update on the budget showing that under six of eleven modeled scenarios, the IPA projected a budget shortfall by 2030. Now, the IPA has revised and simplified its analysis but for the first time projects a shortfall under the base case. (*See* Draft LTRRPP at 75, Table 3-13.)

As an initial matter, the Joint Solar Parties fully agree with the IPA’s conclusion that there should be no changes in planned procurements. (*See* Draft LTRRPP at 75.) However, the Joint Solar Parties do not necessarily agree that “the procurement activities proposed in this Plan (including proposed Illinois Shines REC prices) do not create a significant budget risk.” (*Id.*) Many Adjustable Block Program and all competitive procurements involve payment cycles that last well past 2030-31; even Adjustable Block Program subprograms that use the 15-year REC Contract (except for Small DG) will likely have payment cycles stretching into 2030-31 for systems procured during the 2024-25 program year.

The Joint Solar Parties further note that for financing parties and developers experienced in Illinois, a shortfall in or around 2030-31 (should it happen) would be the third time (the first being in 2012 and the second in 2021) that utility payment limitations have led to non-payment or threatened non-payment. To the extent that Illinois does not already have a reputation for heightened payment risk relative to other states, a third incident—with the second and third notably occurring after changes in law intended to “fix” the budget—would likely have a highly negative impact on financing terms and thus capital deployment to Illinois.

The Joint Solar Parties wish to emphasize, however, that increasing the budget has not itself alleviated the problem. The common theme from 2012, 2021, and potentially 2030 would be limitations in the REC Contracts on utility obligations to pay. The Joint Solar Parties realize and appreciate that what is currently Section 5.4 of both the 15-year and 20-year REC Contracts—which limits utility payments under the REC Contracts to funds utilities have collected through the RPS rider from ratepayers—is intended to address Section 1-75(c)(1)(L)(viii) of the IPA Act. The limitation on utility obligations to pay—whether regulatory in ICC Docket Nos. 13-0544 (on rehearing) or in Section 1-75(c)(1)(L)(viii)—are the consistent theme and cause of these consistent curtailment threats.

The Joint Solar Parties thus urge the IPA to recognize in the LTRRPP the problematic nature of Section 1-75(c)(1)(L)(viii) for risk to REC Contract payment over the long term. While not explicitly part of the LTRRPP, the Joint Solar Parties further recommend that the IPA work with

the Joint Solar Parties and other stakeholders on statutory language that ensures utilities receive full cost recovery and compensation, that reduces or pauses new procurements in the event annual payment obligations are expected to exceed utility RPS collections, and that ensures payments under existing REC Contracts are made in full and on time. That structure will take substantial payment risk off the table while creating a safety valve and not at this time altering the budget intended to meet CEJA's ambitious clean energy goals.

B. Chapter 7

a. Small DG

Small DG—particularly residential—is unique amongst ABP systems because of its development timeline including sales cycle, installation timeline, revenue impact, and sales approach. While larger systems may take up much of an Approved Vendor's time getting those systems to the point where they can be submitted to the Adjustable Block Program and ultimately reaching the Part II application, each Small DG system takes relatively less time. On the other hand, while each larger system is expected to produce healthy revenue, even a very well designed, marketed, and installed Small DG system will have limited impact on the developer's revenue due to the smaller scale, which means companies serving the Small DG market rely on stable volume to ensure stability.

Because of the unique nature of Small DG sales cycles and revenue impact, Small DG must take a different sales approach. Each member of the sales team (and, by the same token, the installation team, the customer management team, and the like) cannot simply spend their time on fewer customers. Instead, they will have to keep the sales cycle moving for many customers at a time, knowing that many prospective buyers end up not building for many reasons from excess shade at their house to deciding to work with a competitor. Additionally, the time from sales to installation is remarkably shorter compared to other industry sectors, sometimes moving from sale to completed installation in a few weeks.

To the extent that there are not constantly-available opportunities, these employees will face boom-bust cycles of intense work to get as much of the limited capacity as possible, followed by sales contacts that at best can promise a future application to the ABP when more capacity becomes available. In turn, this can cause uncomfortable decisions by developers focused on Small DG that may have little to do for a part of the year—how much of the year depending, of course, on when capacity runs out. For very small, locally focused developers—many of which focus primarily or exclusively on residential—the opportunity issue goes beyond decisions on employees but the ability of the company to survive with enough resources to invest in ramping up again once capacity is available.

Further, Small DG is a customer-facing incentive category, with the confidence in REC payment amount and timeline being critical to residential and small businesses across the state. A gap the program will create instability, confusion, and customer protection issues – although JSP is thankful for communication already provided by the Agency to the general public in anticipation of this shortfall issue.

Against this background, developers focused on Small DG note that as of the date of these comments (September 29, 2023)—less than four months into a 12-month annual block—Group A

Small DG has run out of capacity as of September 21, 2023. That means for the next eight months, any sales teams focused on the Ameren service territory (sales tends to assign responsibilities by area) can at best promise that any system purchased, leased, or subject to a PPA will hope to be selected sometime after June 1, 2024. Meanwhile 37.58 MW] of Small DG capacity is available in Group B—about 40% of the total block.

While there is clearly great demand for Small DG, bringing substantial energy bill stability and savings to participating homeowners or other users, the current structure forces participating companies to staff up as much as possible to capture the greatest portion of scarce capacity while it is available—but then have underutilized employees selling in those areas (Group A). This boom-and-bust style of incentive is not a best practice, and to the knowledge of JSP, is not in place in any other current incentive program (New York’s NY-Sun program, New Jersey’s Successor Solar Incentive, and Connecticut Green Bank Residential Solar Investment Program, as examples). We appreciate IPA’s consideration of a plan to address this issue, while JSP recognizes statutory changes may be needed.

The IPA, to its credit, has proposed a number of good components to a broader plan to smooth out the Small DG block. (*See* Draft LTRRPP at 148-152.) The Joint Solar Parties note that, in order to meaningfully address the above issue, the IPA needs to take action on several of these components, as no one component within the IPA’s current authority under the Illinois Power Agency Act as it exists today will make a meaningful impact on the market issues raised above and in the LTRRPP.

- **IPA Question (Draft LTRRPP at 152):** The IPA also asked for feedback on how to provide REC price certainty while also ensuring that the Agency maintains the flexibility to be responsive to market activity. The Joint Solar Parties suggest that the IPA provide REC price certainty to waitlisted projects by establishing a floor REC price for these projects. Specifically, the JSP recommend that the IPA set a floor on REC prices for waitlisted projects at no greater reduction than the 10% of the price of the block during which the system applied.

For Small DG and Small DG only to address the particular needs of Small DG, the JSP recommend the following combination of solutions:

- *First*, the IPA could combine the 2024-25 and 2025-26 blocks into a single continuously open block for Small DG only. Specifically, while Section 1-75(c)(1)(K) of the IPA Act does require “a transparent annual schedule of prices and quantities to enable the photovoltaic market to scale up and for renewable energy credit prices to adjust at a predictable rate over time,” the language does not explicitly prohibit combining annual blocks. The amount available over the two-year period governed by the LTRRPP would be very transparent and would avoid having two boom-bust cycles within the same LTRRPP. In addition, the IPA could increase the size of the 2024-2025 and 2025-2026 blocks and reduce by a commensurate amount the size of the block in the final year (2029-2030). (IPA Option 3; Draft LTRRPP at 150)

- *Second*, at the end of the program year, the IPA could allocate any unallocated capacity to the Small DG waitlist, per the prioritization outline in the draft LTRRP on pages 155 and 156. (IPA Option 6, Draft LTRRPP at 151)
- *Third*, for any remaining Small DG waitlist capacity, (up to a certain amount, per the IPA’s comments in the LTRRPP), the IPA could lift waitlist netting and allocate additional capacity at the end of the 2024-25 delivery year. (IPA Option 5, Draft LTRRPP at 151). For clarity, under this scenario the JSP would expect that if a waitlist is generated beyond what the IPA has calculated as an “upper limit of waitlist capacity to be supported,” that remaining waitlist would still be honored and netted against the following year’s capacity.
- *Fourth*, if any waitlist still remains after the above, then these projects are allocated capacity from the next program year on first come, first serve basis per current program rules.

The Joint Solar Parties appreciate the IPA’s Option 1 to alter the 70-30 split between Group A and Group B. In *Commonwealth Edison Co. v. Ill. Commerce Comm’n*, 2019 IL App (2d) 180504, the Second District did not credit ComEd’s argument that it would be an absurd result to have funds from ComEd ratepayers fund renewable projects outside of ComEd’s service territory given the state-based goals of the RPS. The IPA clearly has the authority to alter the 70-30 split. While the Joint Solar Parties are not explicitly recommending altering the 70-30 split for the initial allocation, the Joint Solar Parties fully support the IPA revisiting the split at a defined time within the block to ensure that neither Group A Small DG nor Group B Small DG sells out quickly while capacity lingers in the other.

The Joint Solar Parties respect the other proposals recommended by the IPA and appreciate the thought leadership on a critical issue that impacts homeowners as well as developers ranging in size and experience from some of the biggest in the United States to small companies and EECs in central and southern Illinois. The Joint Solar Parties have taken feedback from leaders of all sizes in the Small DG arena and believe that this combination (and some modification) of the IPA’s proposals will best serve customers and the industry.

In addition, while the LTRRPP is primarily related to the 2024-25 and 2025-26 delivery years, the Joint Solar Parties are unaware of a reason that the IPA could not implement the majority of the recommendations above upon immediate approval of the LTRRPP by the Commission, as well as revisit the unallocated capacity decision reached in the last LTRRPP (approved in ICC Docket No. 22-0231 and modified on reopening). Additional capacity, particularly that is not netted against the waitlist—consistent with one of the proposals addressed in the Draft LTRRPP—would provide a much-needed boost to at minimum Group A Small DG, which by mid-February 2024 may have been closed for 4-5 months.

The Joint Solar Parties finally note that all types of distributed and utility-scale solar are necessary to meet CEJA’s ambitious goals and meet customer demand. The program design that works for one segment is not necessarily going to work for the others. The Joint Solar Parties thus urge the IPA to view this proposal in the context of Small DG only.

b. Large DG

As with Small DG, the Joint Solar Parties appreciate the IPA's thought leadership on the issue of allocation. In the Large DG category, the Joint Solar Parties note that the Group A Large DG category is far oversubscribed and the soft close began on July 11, 2023—less than 1.5 months after program open—while Group B still has 69% of its capacity available even if every currently-submitted (as of the date of these comments as reflected on the capacity dashboard) goes forward.

While Large DG does not have the same sales cycle issues that Small DG faces, developers—particularly smaller businesses located in and thus focused on the Ameren service territory and other Group A territories—face boom-bust cycles that can put financial strain on developers.

As a result, the Joint Solar Parties propose that unallocated capacity could first be applied to waitlists within each group prior to being pulled for the broader ABP-wide reallocation. This would allow any surplus capacity in Group B Large DG to support shortfalls in Group A Large DG first and foremost, thereby ensuring the IPA's broader goals for Large DG are met.

Second, the IPA could move Large DG up the prioritization list for reallocation capacity such that more of the remaining unallocated capacity at the end of the program year would be available to waitlists in Large DG after going first to the Small DG category. The JSP appreciates that there are a number of considerations that go into the reallocation prioritization, but given the Group A Large DG block has a consistent shortfall the IPA is actively seeking to address, this is one lever that is available and should be utilized.

The Joint Solar Parties appreciate the IPA's Option 1 to alter the 70-30 split between Group A and Group B. In *Commonwealth Edison Co. v. Ill. Commerce Comm'n*, 2019 IL App (2d) 180504, the Second District did not credit ComEd's argument that it would be an absurd result to have funds from ComEd ratepayers fund renewable projects outside of ComEd's service territory given the state-based goals of the RPS. The IPA clearly has the authority to alter the 70-30 split. While the Joint Solar Parties are not explicitly recommending altering the 70-30 split for the initial allocation, the Joint Solar Parties fully support the IPA revisiting the split at a defined time within the block to ensure that neither Group A Large DG nor Group B Large DG sells out quickly while capacity lingers in the other.

The LTRRPP specifically asked for feedback on how to provide REC price certainty while also ensuring that flexibility is maintained to be responsive to market activity. The Joint Solar Parties recommend that the LTRRPP explicitly provide that the REC pricing for Large DG for waitlisted projects by not more than 20% from the year during which the system applied. Such a determination should go into effect on the date on which the Commission approves this LTRRPP (on or about February 19, 2024) to include waitlisted projects from the 2023-24 program year.

c. Schools Program

According to the block capacity dashboard on the date of these comments, only 1.01 MW of school projects have been submitted across both Group A and Group B, while over 165 MW and 99% of available capacity remains completely open. Given the relatively low uptake in 2022-23 and now four months into 2023-24, the Joint Solar Parties urge the IPA to consider ways to make application to the Public Schools program *easier* rather than *harder*. However, under the Draft LTRRPP, there

are 12 unique subprograms, some of which are allocated less than 2 MW. (*See* Draft LTRRPP at 167.) While the Joint Solar Parties appreciate there are policy considerations behind some of the subdivision, the current approach appears to have little success in attracting investment into the Public Schools block. The Joint Solar Parties strongly believe in siting clean energy on and near schools and note that many developers focus on schools.

The Draft LTRRPP argues that the “spirit” of Section 1-75(c)(1)(K)(iv) supports prioritizing behind-the-meter generation. (*See* Draft LTRRPP at 166.) Respectfully, the Joint Solar Parties do not believe any such “spirit” can be deduced from the language. The statutory passage quoted specifically and exclusively refers to “renewable energy credit price” and “payment terms for the renewable energy credits”—not allocation between behind-the-meter and community solar—as the method to “make it feasible and affordable to install distributed renewable generation devices on their premises.”

While the Joint Solar Parties assume that the lack of mention of community solar is the hook for the IPA’s conclusion, the Joint Solar Parties believe the spirit and plain language supports a completely different conclusion: the language is intended to ensure the public school block provides advantages to systems (at least behind-the-meter systems) built on public schools not available otherwise (in categories such as Large DG). The Joint Solar Parties observe that there appears to be little advantage to applying to the Public Schools subprogram rather than Large DG or Traditional Community Solar other than capacity availability. To the contrary: there are additional obligations and risks to put Large DG and community solar on public school land, including but not limited to risk around sale of land, anchor subscriber risk (for community solar), and working within a long and arduous procurement process.

Given that Section 1-75(c)(1)(L)(iv) largely constrains “payment terms for the renewable energy credits” contemplated in the passage, it appears that renewable energy credit price is the other option the IPA should consider. While the Joint Solar Parties do not propose a specific change in response to the statutory language identified by the IPA, the Joint Solar Parties urge the IPA to consider how it can adjust “renewable energy credit price” with the draft LTRRPP for Commission approval to further encourage behind-the-meter generation.

The Joint Solar Parties further note that the IPA should consider removing the 10% anchor subscriber for a Public School community solar system if the community solar system is subscribing multiple accounts within the district (whether schools or the district itself). In more rural districts—which can best accommodate larger systems—oftentimes 10% of the system is more than any single account can absorb. However, the spirit of the Public School Block is certainly met if multiple accounts (or, if there are not multiple accounts, all accounts) have subscriptions in the system even if they do not rise to 10% from a single “anchor” account.

d. REC Pricing

The Joint Solar Parties have reviewed the REC pricing model and have identified several technical issues that warrant correction as well as several substantive issues that warrant updating in the model.

1. Technical Model Comments

Some of the technical corrections recommended below were submitted to the IPA earlier this year when the REC pricing model was being updated and were adopted by the IPA at that time for the 2023-2024 program year. However, the latest version of the model reverted back to a prior iteration before these technical corrections were adopted. As such, the Joint Solar Parties ask that these technical corrections be reinstated. The Joint Solar Parties also identified some new technical issues that warrant correction. The Joint Solar Parties recommend the following changes to the REC Pricing Model:

- **Price Modification.** REC prices in the Draft LTRRPP don't match the Appendix E Spreadsheet: As an initial matter, the LTRRPP tables and graphics do not accurately reflect the pricing for TCS Group B pricing and overstate the proposed REC rate relative to the values included in the model. It is unclear why the values in the Draft LTRRPP do not match what is in the REC Excel model. While the Joint Solar Parties have no reflexively opposed changes from the REC Pricing Model in all cases, the Joint Solar Parties have long held the position that the REC Pricing Model should be as accurate as possible and any departures from the REC Pricing Model should be justified.
- **On "Scenario & Results" tab:** table in columns A:B, rows 8:15 do not correctly calculate updated REC results when scenario is changed (no impact to REC pricing).
- **On "Data Processing" tab:** The construction periods for community solar are currently incorrect values. The values should be 12 months for all except under 10 kW, which should be 6 months.
- Similarly, on the "ABP Scenario InputAssumptions" tab, when toggled to a community solar case in Rows V through AD, the construction value improperly is set to 0 rather than 12 and 6 months.
- **On the "NREL Capital Costs" tab:**
 - **Excel formula error in calculations for Commercial projects in Row 32:** The Balance of Plant (Prevailing Wage Labor 32% increase) category overstates costs due to a minor Excel error in the Commercial bucket of projects. The formula incorrectly *adds* the cost of the scaler to the calculation rather than *multiplying* the reference. For example, Cell K22 should end with "*K32" but ends with "+K32." This change decreases costs, lowering overall REC costs.
 - **The 2024 draft model does not include costs for tracking systems:** In the 2022 REC model, IPA included costs for both fixed tilt system and tracking systems, the latter of which incurs higher cost. The Joint Solar Parties note the 2022 REC model calculated a cost premium of ~8.5% for tracking systems. However, the 2024 draft model excludes the tracking system category for an unknown reason. The Joint Solar parties believe the 2024 REC model should include an additional tracking system category to account for the premium costs incurred, as was included in the 2022 REC model.
 - Current PV project costs are pulled from the NREL Q1 2022 Benchmarking Cost Report and represent the costs associated with a 200 kW Commercial Rooftop project. The costs associated with the 200 kW Commercial Rooftop project are then applied across all categories of projects, which are then scaled relative to a 500 kW system in rows 19:35 below. NREL's report also includes benchmarked costs for a 500 kW Commercial Ground Mount system. We support inclusion of Ground Mount costs as the base case for Commercial projects 500 kW and above (e.g. Columns I, J, K) as a more appropriate cost comparison. As with the current

calculation in the model, the costs would then be scaled relative to the 500 kW scaler.

2. Substantive Model Comments

The Joint Solar Parties recommend the following substantive updates to the REC Pricing Model:

- EPC Costs.** The Total EPC Cost line item is too low, and at best appears to assume EPC costs for rural areas of Ameren (particularly as it relates to wages) that are not applicable to the ComEd service territory or more population-dense areas. Data from the Illinois Department of Labor¹ (below) shows that average labor rates are 30-40% higher in ComEd territory compared to average Ameren rates². Because these rates are statutorily mandated, these present a clear demonstration that labor costs in one service territory are markedly higher than the other. This disparity could provide some insight into why all blocks within ComEd territory have been slower than those in Ameren territory.

Trade	Utility Territory	Average Prevailing Wage	Increase (ComEd vs Ameren)
Electrician	Ameren	\$ 67.49	40.4%
	ComEd	\$ 94.77	
Operating Engineer	Ameren	\$ 76.67	31.7%
	ComEd	\$ 100.98	
Laborer	Ameren	\$ 63.75	29.3%
	ComEd	\$ 82.45	

At minimum, the Joint Solar Parties recommend a separate ComEd EPC cost to address higher prevailing wage.

- Program-Specific Assumptions tab.** The Joint Solar Parties believe the land-lease rate is too low; current market rates are about \$2,000-2,500 per acre (which is about \$10/kWdc for about 4-5 acres/MWdc) while the model rate of \$5/kWdc translates to a lease rate of about \$1,000-1,250. To the extent that the IPA does not have line-of-sight into lease rates of current systems by reviewing site control documents, the Joint Solar

¹ Data from IL Department of Labor website using prevailing wage rates required to be paid for work performed on or after August 15, 2023. Figures are intended to provide a representative sample of average wage rates for common jobs in counties with significant solar development. Job types (electrician, operating engineer, laborer) represent the three most-common job types on a solar installation in Illinois. Wage data sourced from the top ten counties for solar development in ComEd territory (Cook, Will, Lake, McHenry, DuPage, Winnebago, Kane, Whiteside, Stephenson, DeKalb) and Ameren territory (Champaign, St. Clair, Peoria, Madison, Vermillion, Williamson, Tazewell, Morgan, Douglas, Knox).

² Top ten counties determined using IPA Project Reports since the launch of the Illinois Shines. Full data here: <https://docs.google.com/spreadsheets/d/17xrPNZIJGOWSb9P6dhBQCL-2N2Py9TUOc0qg4aQB4tY/edit?usp=sharing>

Parties recommend the IPA collect data from participants similar to what the IPA has done for interconnection.

Further, the Joint Solar Parties have long supported ensuring the greatest accuracy of the REC Pricing Model and thus support updating the REC model with the most recent NREL reports or other reliable datasets (such as research from WoodMac) as they become available. The Joint Solar Parties anticipate that a new NREL report could be released during the ICC proceeding. Historically, the IPA has rerun the model and updated its inputs; the Joint Solar Parties urge the LTRRPP to support continuing this approach. The Joint Solar Parties wish to note that WoodMac in particular—while not government data—is widely recognized as the gold standard for industry data and urge the IPA to not restrict itself to only NREL or state government data.

3. Roof-Mounted Community Solar

For several years, the Agency has expressed interest in incenting development of Community Solar projects on roofs and other parts of the built environment, most recently by awarding a point to projects meeting those criteria. However, providing a point does not provide enough incentive to foster sufficient growth in this subsector, and the IPA should consider whether the benefits are properly reflected and compensated in the Adjustable Block Program and Solar for All. The Joint Solar Parties note that rooftop community solar tends to have a shorter lifecycle (about 20 years compared to 35-40 for ground mount projects), significantly lower yields (approximately 20% lower than ground mount projects on single-axis trackers), and higher EPC costs (including concentration in areas with higher prevailing wage rates), with benefits including positive impact on the local distribution grid and more frequent proximity to urban and suburban EIECs. As a result, the Joint Solar Parties recommend the IPA consider an adder for roof-mounted community solar that addresses the unique costs/reduced revenues as a means to put these policy-preferable systems on more equal footing.

e. Small Subscribers

In Section 7.9.6.2, the LTRRPP proposes a very significant change that will negatively impact the ability of small subscribers to participate and benefit from community solar. The changes proposed to limit subscriptions for small subscribers are not supported by statute or policy. The Joint Solar Parties urge the IPA to reverse course and maintain the status quo, as it is described in the currently applicable Program Guidebook (August 3, 2023). In the Guidebook, the IPA describes the following:

Traditional Community Solar Under All REC Delivery Contracts

“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

To be considered a small subscriber in the Program, the subscription or sum of multiple subscriptions to each individual Community Solar project under one utility account may not exceed 25 kW AC.” (Program Guidebook at 84, emphasis added).

Joint Solar Parties take no issue with this language in the Guidebook, as these rate classes are generally understood to be small commercial rate classes.

The Draft LTRRPP proposes a substantive and detrimental change to this policy that would limit subscriptions for an individual small subscriber utility account to 25 kW program-wide.

The Joint Solar Parties have explained in both March 2023 comments on the draft Program Guidebook revision and pre-Draft LTRRPP comments in June 2023 why Section 1-75(c)(1)(K)(iii)(2)—quoted in the Draft LTRRPP at 206 (“projects shall have subscriptions of 25 kW or less for at least 50% of the facility’s nameplate capacity....”)—prohibits a single system (“the facility”) from subscribing a single small subscriber with more than one 25 kW subscription and having them count as small subscriptions. The subject of Section 1-75(c)(1)(K)(iii)(2) is a community solar facility and the role of the customer is vis-à-vis the customer’s relationship with that facility. The statute says nothing about the relationship between a small subscriber and the program as a whole. There is no statutory basis for restricting the number of small subscriptions a particular small subscriber may have.

The Draft LTRRPP states that under the status quo that the Joint Solar Parties seek to preserve, “community solar developers may circumvent providing opportunities for residential and small commercial customers through instead marketing multiple 25 kW or smaller subscriptions to larger commercial and industrial customers.” (Draft LTRRPP at 207.) Of course, the Program Guidebook provides that a “small subscriber” must be in certain rate classes, including DS-2 in Ameren (maximum peak demand: 150 kW), Small Load in ComEd (maximum peak demand: 100 kW), general lighting in ComEd, or Watt-Hour in ComEd. Unless the Draft LTRRPP is suggesting that a 100 or 150 kW customer on one of the rate classes above is a “larger commercial and industrial customer” it is not clear how large commercial or industrial customers could benefit. Further, the interpretation set forth in the Draft LTRRPP would limit the ability of customers on these small commercial rate classes from maximizing their savings, by unilaterally capping such customers with a bill credit that represents only a fraction of their usage.

The status quo expressly determines small subscriber eligibility based on customer class type so long as no offtake exceeds 25 kW on a single project. Limiting small subscriber eligibility for qualifying small subscriber customers would prohibit current commercial small subscribers from amending their subscription sizes or changing the meter address over the life of the customer agreement should they buy or sell buildings or experience usage changes. Current small subscriber customer mix includes small businesses operating out of their homes on residential meters, small commercial business, and small farms where the demand exceeds 25 kW. The Joint Solar Parties do not believe that limiting participation of small commercial customers is supported by policy or statute—including Section 1-75(c)(1)(G)(iv)(3)(E)(i) or (ii), which once again applies a limit to the customer vis-à-vis a particular system.

The Joint Solar Parties further note that the Draft LTRRPP appears to concede there is no method in place for an Approved Vendor to determine whether an account already has a subscription. (*See*

Draft LTRRPP at 207-208.) If the IPA does not have a reliable method to determine whether one is in place—or how to “tiebreak” if multiple different Approved Vendors attempt to subscribe the same non-residential customer—the proposal should be rescinded.

f. Co-Location

The Joint Solar Parties have three comments as they relate to the co-location standard.

First, as it relates to community solar co-location, the Draft LTRRPP states as almost an aside in a discussion of distributed generation co-location: “As noted in that section, community solar projects that have an aggregate nameplate capacity that sums to over 5MW may not be co-located by law regardless of their participation in the Program.” (Draft LTRRPP at 189. Sec 7.5.4) This language gives the impression that the Draft LTRRPP intends to regulate co-location between two community renewable generation projects powered by solar photovoltaics that are not participating in the Adjustable Block Program or Solar for All, which is beyond the scope of the LTRRPP. The Joint Solar Parties note that the reference to the co-location standard in the first revised LTRRPP that only applies within the Adjustable Block Program: “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.” (Final LTRRPP dated April 20, 2020 at 171.) The prohibition on co-location was limited to Approved Vendors applying to the Adjustable Block Program rather than to co-located community renewable generation projects more broadly. Because Section 1-75(c)(1)(K)(iii)(3) explicitly requires co-location to be “as defined in the Agency's first revised long-term renewable resources procurement plan approved by the Commission on February 18, 2020,” the restriction from that LTRRPP limiting co-location analysis when both systems apply to the Adjustable Block Program must also be preserved.

The Joint Solar Parties note, however, that the Draft LTRRPP faithfully applied the proper standard in Section 7.9.4: “No Approved Vendor may submit more than 5 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) to the Illinois Shines program.” (Draft LTRRPP at 203.) The Joint Solar Parties believe this passage faithfully implements Section 1-75(c)(1)(K)(iii)(3). Therefore the Joint Solar Parties suggest deleting the last sentence in 7.5.4, given 7.9.4 properly addresses this issue in the appropriate chapter in the plan.

Second, the Joint Solar Parties urge the IPA to amend its proposed co-location standard for rooftop CS facilities to avoid unintentionally hindering rooftop projects.

The Agency has expressed a clear interest in incentivizing community solar projects on rooftops, the built environment and close to population centers. However, the IPA’s current CS co-location standard was written with regard to greenfield farmland, which can benefit from economies of scale by locating on adjacent parcels. Two adjacent rooftop projects do not earn economies of scale by such proximity.

Applying a co-location standard created for greenfield CS projects to rooftop CS projects creates unintended impediments to the rooftop projects the Agency is attempting to incent. To prevent this

unintended consequence, the Joint Solar Parties recommend the Agency alter the standard to eliminate reduced pricing for rooftop systems on separate parcels and rooftops.

Third, the Large DG co-location standard is unwieldy to apply and confusing to customers when a number of customers are on the same parcel of land (such as an industrial park or a subdivided warehouse). A better approach is to consider co-location by the customer account number that owns the meter(s) behind which systems are interconnected. This ensures that Approved Vendors do not game the system by building smaller systems interconnected behind different meters of the same customer or by separating systems by building on different buildings, but does not penalize customers that happen to be on the same parcel as others using the same Approved Vendor.

g. Traditional Community Solar

The Joint Solar Parties recommend four items related to Traditional Community Solar scoring rubric at this time.

First, the Joint Solar Parties applaud the changes to Category 3 (Equity Eligible Contractors) but we believe that additional clarity is necessary to achieve the goals of the statute for the EEC community. Specifically, under the current language it is not clear if an EEC that serves as a Prime or General Contractor (and hires some non-EEC subcontractors) earns credit toward the percentages specified. FAQ documents from the Agency seem to indicate that any EEC that hires a non-EEC as a subcontractor would invalidate the EEC points, but other documentation suggests that the spend by an EEC on a lower-tiered subcontractor would simply not count toward the EEC spend target.

To illustrate, under the current approach as some members of the trade associations that comprise the Joint Solar Parties understand current interpretations, use of a single non-EEC by an EEC prime/general contractor renders the Approved Vendor ineligible for any of the Category 3 points. Under the proposed clarified approach, if an EEC prime contractor has a \$2,000,000 contract and two subcontractors—an EEC with a \$500,000 subcontract and a non-EEC with a \$300,000 subcontract, then the total spend that would count toward the Group 3 goal would be \$1,700,000 (\$2 million minus the \$300,000 subcontract to a non-EEC).

The Joint Solar Parties believe the clarified approach to allow EEC prime contractors to hire non-EECs but to have the non-EEC's contract value subtracted out strikes the right balance between ensuring EEC general contractors can find subcontractors statewide as EECs still continue to register or form in response to CEJA while ensuring that Approved Vendors do not get to claim a single dime of spend on non-EECs toward the EEC spending goal. This approach ensures that 50% (or a higher amount) of the REC Contract actually goes to EECs and is not simply sleeved through an EEC to a non-EEC.

Second, the Joint Solar Parties note that while Public Act 103-0255 explicitly only prohibited the IPA from considering Conservation Opportunity Areas for a points subtractor in the siting scoring criteria (*see* Draft LTRRPP at 159-160), the spirit of Public Act 103-0255 is to not impact farmfield and other greenfield development in the scoring criteria. The Joint Solar Parties thus oppose any attempt to reduce points for farmfield and greenfield systems.

For instance, a 2021 study in the *Journal Ecosystem Services* (published by scientists at Argonne National Lab and the National Renewable Energy Lab) found specifically that Midwest solar projects planted with native grassland provide much better ecosystem services over an agricultural baseline, including:

- 300% increase in pollinator supply
- 65% increase in carbon storage capacity
- 95% reduction in sediment export (runoff)
- 19% greater water retention

The study, “Modeling the ecosystem services of native vegetation management practices at solar energy facilities in the Midwestern United States³” goes on to describe and quantify additional ecosystem benefits of solar over traditional agriculture for society in general, noting that:

“In regions where native grasslands have been lost to other human activities such as agriculture, native grassland restoration at solar energy facilities represents a win-win solution for energy and the environment through the improved ecosystem services provided by the native habitat that may encourage future solar energy adoption. [...]

Since none of the calculated ecosystem service benefits of solar-native grassland accrue solely to the solar industry or any other group of stakeholders, the calculated values may be better considered as benefit for society-as-a-whole.

Because solar with native pollinator habitat has been proven to improve ecosystem services over traditional agriculture, the Joint Solar Parties urge the Agency against implementing any measure that would actively disincentivize using farmlands for solar (provided it is planted with pollinator habitat or agrivoltaics).

Third, related to agrivoltaics, the IPA requires that 50% of the project footprint must feature agrivoltaic production at the time of project energization. However, native plant species, required in the Pollinator Scorecard, need two or three growing seasons to become established on a solar site prior to grazing. We recommend that the IPA extend the time by which 50% of the project footprint must feature agrivoltaic production, specifically sheep grazing rather than grazing starting at the time of energization. We want to ensure native plant species are able to become established on community solar sites to allow the plants to thrive and simultaneously achieve adequate growth to nourish sheep. The IPA has already approved this growth period for the purpose of haying native habitat into bales. Grazing too early is detrimental to the pollinators.

Fourth, more information is needed about the definition of “Disturbed Land.” The description from the US Geologic Survey is relatively vague and merits further clarification in order to achieve the IPA’s policy goal in this section.

Under the ABP system today, an Approved Vendor will identify a property it believes to be Disturbed, then spend nearly a year in landowner negotiations, seek land use permits, reach an

³ “Modeling the ecosystem services of native vegetation management practices at solar energy facilities in the Midwestern United States” Available at: <https://www.osti.gov/biblio/1734389>

interconnection agreement, and engage in a full suite of other development activities. During this entire time, it does not know if the land meets the definition of Disturbed.

When entering the program, the Vendor submits an essay making its case why the land meets the definition of Disturbed. The Program Administrator then reviews that essay and makes a determination, yet offers no feedback to the Vendor about why it made that decision. Not only does this require a significant time commitment from the Program Administrator, it leaves the Vendor guessing why it did or did not meet the definition. That makes it difficult and costly to secure more Disturbed Lands.

To streamline this process, the Joint Solar Parties recommend that the Agency provide clear information about the type of parcels sought under this category. A list of specific types of parcels (strip mines, undermined land, parcels with former oil wells, pipelines, transmission lines, man-made lakes, etc) would provide enormous clarity to the industry and help achieve the Agency's goal of securing more Disturbed Land.

h. General ABP Comments

The Joint Solar Parties have two general sets of comments on the Adjustable Block Program. First, the Joint Solar Parties recommend that the IPA consider compressing two reports into a single report—specifically:

- The Annual Report (which already includes workforce and vendor diversity reporting); and
- MES end-of-year reporting

This combined report will eliminate overlap and will allow the IPA to have information collected from identical time periods to be presented concurrently.

As the Joint Solar Parties have recommended (and the IPA has allowed) for MES Plans, the Joint Solar Parties recommend that affiliated Approved Vendors be allowed to submit a single Annual Reports at the election of the Approved Vendor.

However, as those two reports are combined, the Joint Solar Parties strongly urge that the Annual Report be submittable other than through Microsoft Forms. For Approved Vendors attempting to combine a substantial amount of data and narrative responses, the Forms submission across multiple pages led to longer lead times (for a form that is only currently open for 14 days for the Annual Report). The current web form does not allow for best sharing of data tracking, such as call and training logs, or providing needed narratives that are longer than allowed space. An offline version is highly preferable.

Second, at this time and based on present circumstances, the Joint Solar Parties object to the doubling of the per kW application fee and the quintupling of the maximum fee. (*See* Draft LTRRPP at 210.) The Joint Solar Parties are not categorically opposed to increases, depending on the value provided for that increase and would support (or at least not object to) increases in future years if specific improvements—such as full implementation of the API, better search and editability functions for Standard Disclosure Forms, and less frequent persistent bugs and crashes. However, the complexity and cost of applying to the program must be reduced significantly to justify the doubling of the application fee and quintupling of the not-to-exceed amount. This would

reduce the cost of installing solar, lowering the cost of solar and providing more cost-effective systems with higher utility bill savings provide an overall better experience for the customer.

In the experience of the member companies of the trade associations that comprise the Joint Solar Parties, to date Energy Solutions has shown some level of improvement, but the administration of the Adjustable Block Program remains below expectations and well below the norm for similar programs in other jurisdictions. For example, some issues that need to be addressed include: there remains critical bugs and errors in online forms and systems, extended delays in processing applications (particularly for scored blocks), multiple rounds of errors in scoring, great difficulty providing accurate or even directionally correct guidance regarding the program, no searchable project or designee list, and a lack of timely responses to questions or items that need attention, including no general phone number to call with questions or concerns. The Joint Solar Parties also recommend an expected timeline for processing Part 1 and Part 2 applications with this doubling of application funds. The Joint Solar Parties would like to support the fee increases, but would like to first see improved Program Administrator service to demonstrate directional improvements.

The Joint Solar Parties remain committed to supporting improvements to the Adjustable Block Program. To that end, we recommend periodic stakeholder meetings with the solar industry, the IPA, and the Program Administrator to increase transparency and feedback, and ensure efficiency improvements to the program.

Additionally, increasing the cost per kW and substantially increasing the maximum fee is likely to disproportionately impact smaller and less well capitalized participants in the program. In particular, such fee increases would impact start up EECs, for which \$25,000 per larger project may deter participation, leaving the program only accessible to better capitalized incumbent players. The Joint Solar Parties therefore urges the IPA to reconsider such sizable fee increases.

i. Equity Eligible Contractor Advance of Capital

Although not discussed in the relevant section of the LTRRPP (7.4.6.1), the Joint Solar Parties support the Agency's September 13, 2023 announcement⁴ regarding pausing the Advance of Capital to EECs. Advance of Capital is a powerful tool for EECs that face barriers in access to capital, but it should not be available to well-capitalized players. The Joint Solar Parties therefore support IPA pausing the program as it establishes a sound, consistent, and transparent basis requiring that EECs provide a "demonstration of qualification or need."

C. Chapter 8

Ensuring the success of the Illinois Solar for All program is important to the Joint Solar Parties, to ensure the benefits of CEJA reach everyone in Illinois. As we mentioned in JSP comments, we encourage continued evaluation and discussion to increase Approved Vendor participation and increase allocation of all funds designed for income-eligible residents.

⁴ <https://illinoisshines.com/advance-of-capital-authorizations-for-equity-eligible-contractors-temporarily-paused/>

a. Master Metered Buildings

While not in the LTRRPP discussion (*see* Draft LTRRPP at 284-285), the Joint Solar Parties note that in the current Solar for All Approved Vendor Manual, master metered buildings subscribing to Low Income Community Solar projects are limited to 25 kW or smaller subscriptions. (*See* Approved Vendor Manual Version 6.1 at 19 n.9.) The Joint Solar Parties urge the IPA to remove this requirement and explicitly state in the LTRRPP that there is no limit. The Joint Solar Parties believe removing this cap is fully consistent with the goals of Solar for All and the LTRRPP, given that the 50% resident value requirement would remain in place—thus, the larger the subscription, the greater the benefits—and master-metered buildings must have at least five residents to qualify (*see* Draft LTRRPP at 284) meaning multiple residents that don't have individual meters to subscribe themselves will be benefiting. Because of these requirements, there is not an opportunity for gaming and somehow reducing benefits to low-income customers—instead, it ensures the low-income customers least able to benefit from solar (because they have no meter) are best able to do so (through resident benefit obligations). The alternative to be an anchor tenant instead is not feasible for master-metered buildings with smaller loads or in the event that an Approved Vendor wishes to serve multiple master-metered buildings in a particular community.

If the 25 kW master-metered affordable housing limit is implemented moving forward (despite the adverse impact it will have on the accessibility to community solar projects under ILSFA), the restriction should not apply to ILSFA projects already in operation and awarded REC contracts in previous program years. The Joint Solar Parties understand that the new restriction is included within the most recent [Approved Vendor Manual Version 6.1 \(July 28, 2023\)](#) but the [announcement for the new AV Manual states](#): “The Program Administrator has updated the Approved Vendor Manual: Version 6.1, for projects submitted for approval in Program Year 6.”⁵

Because of the text of the Approved Vendor manual Version 6.1, new requirements in version 6.1 of the AV manual should not apply to ILSFA projects already in operation. The 25 kW cap on master-metered non-anchor subscription is not referenced in the [ILSFA AV Manual Version 5.0 \(10/22/22\)](#) or any of the AV Manuals before that. This limitation on master-metered low-income housing did not exist when REC awards were delivered in previous program years. Therefore, it's unreasonable to expect awarded entities to have considered the necessity of a master-metered building being the sole anchor, since that is now the only pathway for a master-metered building to participate at a subscription size of 25 kW or higher.

b. Income Qualification/Verification

In addition, reducing the requirements for the income qualification process to align with leading equity-oriented behind-the-meter residential and community solar programs would lower the barrier of entry for ILSFA, shorten enrollment timelines, and drive further interest in the behind-the-meter residential and community solar sub-program by vendors and customers alike. The Joint Solar Parties recommend that the IPA allow self-attestation of income status, as this is the only method of income verification that ensures all intended beneficiaries, beyond those captured in the income-eligible census tract mapping tool, have a reasonable opportunity to participate.

⁵ <https://www.illinoisfa.com/announcements/2023/06/approved-vendor-manual-for-program-year-6-published/>

The current enrollment experience for qualified households is overly burdensome by requiring proof of participation in social benefit programs, W-2 forms, pay stubs, or other sensitive documentation. The process is especially invasive due to the requirement on the Certification and Consent Form/BIF that every individual resident in a household, 18 years of age or older, must provide income details, date of birth, and accompanying documentation. Oftentimes, the Joint Solar Parties see these requirements delay and discourage participation in the program, particularly because participants must provide sensitive and confidential information in order to enroll.

The IPA should eliminate the requirement for every member in a household to verify their income and require and simplify the enrollment process to increase the number of participants in this program. Allowing subscribers and residential behind-the-meter customers to certify via self-attestation that they meet the income threshold would ensure benefits of the program effectively reach the intended recipients. Intrusive and complicated verification rules impose an inequitable burden on income-eligible subscribers that recipients under the Adjustable Block Program are not faced with, thus doing a disservice to the very people ILSFA aims to serve.

The IPA should look to New Jersey as a best practice on how to enroll income-eligible subscribers. New Jersey's pilot and permanent programs have and will continue to award capacity only to projects serving at least 51% of capacity to income-qualified customers. Over the New Jersey program's nearly four-year history, regulators have made multiple changes to the rules for verification of income-eligible status, each time to reflect the reality that overly limiting, impractical, or complicated income verification rules cause an inequitable burden on and ultimately lead to fewer income-qualified subscribers.

Specifically, New Jersey initially required income verification through either (a) proof of participation in one of only four state programs, each tied to having very low income, or (b) copies of federal tax returns. As a result, masses of prospective customers became skeptical of community solar upon being asked to provide sensitive personal information. New Jersey amended its rules by removing the tax return verification method, increasing the number of qualifying income-based programs, introducing geo-qualification, and allowing subscribers to verify income level via a standardized self-attestation form developed by the Board of Public Utilities (set to be released in November 2023).

New Jersey's experience illustrates the importance of implementing a simple, scalable income verification method. The simplest and most equitable solution is allowing subscribers to self-attest their income levels, which is precisely where New Jersey is headed after several years of hard lessons. As policymakers learn that the perfect is the enemy of the good in the realm of verifying income levels, support for the self-attestation approach is growing nationally.

For example, Maryland has also seen an evolution of income verification rules, culminating in the approval of self-attestation in its upcoming permanent community solar program. Dating back to February 2020, the Maryland Public Service Commission allowed income verification through proof of enrollment in state and federal programs and through residence in qualifying census tracts. Much like New Jersey, however, Maryland learned that these methods fail to cover many eligible households. Accordingly, in 2023, the final bill that passed through the Maryland legislature and established the permanent community solar program explicitly approved self-attestation.

Similarly, Delaware, having learned from the experiences of their neighbors in Maryland and New Jersey, has also implemented program wide self-attestation for verification of income-eligible subscribers in their community solar program.

Regarding concerns of fraud, research shows that people who are not on limited incomes are reluctant to identify as being low-income, and we believe that the risk that non-income-eligible households would fraudulently self-identify as low-income is low.⁶ The Joint Solar Parties believe there are meaningful ways to discourage any fraud attempts by a bad actor solar project owner or subscriber organization. Companies should be required to maintain records of self-attestation for audit and, if necessary, the Program Administrator is well-positioned to create additional penalties for fraudulent activity.

In addition, the Internal Revenue Service (IRS) and Department of Treasury issued final regulations on August 15th, 2023 for community solar projects under the low-income communities bonus credit program, established by the Inflation Reduction Act. The federal agencies confirmed that, where self-attestation for income qualification is approved at the state level, it will also be accepted as an approved method of income verification for community solar projects seeking the bonus tax credit for qualified low-income economic benefit projects (so long as the state income thresholds are no higher than the federal requirements). In order to keep the ILSFA community solar sub-program up to speed with the national standard and to ensure the program remains attractive for the development of equity-oriented community solar projects, the IPA should add self-attestation as an approved income qualification method.

c. Other

The Joint Solar Parties support the proposal to increase connections to the LIHEAP program (*see* Draft LTRRPP at 241-242).

The Joint Solar Parties also support the LTRRPP proposal to cap residential solar (of all sizes) to 150% of historical annual use of host electricity account, with ability for waiver submission. This is a reasonable approach to maximize the reach of the ILSFA program funding, while allowing for some room for future electrification investments by the homeowner. The Joint Solar Parties encourage this proposal to be paired with data-gathering through surveys and stakeholder meetings as the utility beneficial electrification programs are more fully rolled out in future years (particularly low-income or EIEC investments), or if there are additional incentive provided for income-eligible electrification adoption.

The Joint Solar Parties also wishes to remind the IPA that for Small Residential DG projects beginning on January 1, 2025, the “net metering” credits will change dramatically, and will no longer be “net metered” instead there will be a lower value provided to electrons on immediate export from a residential property. The Joint Solar Parties recommend a review and potential change in required 50% net metering benefits given the drastic billing change coming on January

⁶ See, e.g., <https://www.americanprogress.org/article/how-to-address-the-administrative-burdens-of-accessing-the-safety-net/> and <https://www.cbpp.org/research/income-security/tanf-cash-assistance-should-reach-millions-more-families-to-lessen>.

1, 2025. This transition has already taken place for non-residential behind-the-meter systems installed after FEJA.

D. Chapter 9

a. Role of Community Solar

The Draft LTRRPP provides detail regarding the consumer protection requirements that were provided in prior long-term plans. In describing these requirements, the Draft LTRRPP also notes that the customer who subscribes to a community solar project “bears similarities to signing up to take supply service from an Alternative Retail Electric Supplier (“ARES”) and includes a binding contractual commitment.” While similar language has been deployed in prior LTRRPP, this section also discusses a number of ways in which “questionable marketing practices of some ARES” warrants similar protections for customers participating in the community solar program. It is worth a few notes regarding the ways in which the community solar program is significantly different from the ARES market.

While several product- and regulatory-specific factors distinguish community solar and ARES, perhaps the most relevant is that subscribers do not transfer their supply service to a third party. Rather, the subscriber still maintains their supplier when they enroll in one or more subscriptions—the subscription involves the electric utility (at least ComEd and Ameren) placing bill credits on the customer’s utility bill.

While there is a long history in Illinois regarding ARES, the community solar program is a very distinct program that bears no relation to that history or experience. As such, the consumer protection requirements that are imposed on the program should focus on the experience within the program and not on an entirely unrelated market segment.

Section 9.3.1: As an initial matter, the Joint Solar Parties support the decision in the Draft LTRRPP in Section 9.3.1 to not change registration requirements to an application process for Designees at this time. The Joint Solar Parties agree with the justification in the Draft LTRRPP that it would burden small and emerging businesses and the rollout of other programs such as the Designee Management Plan and annual re-registration to address concerns. (*See* Draft LTRRPP at 304.)

Section 9.3.3: The Draft LTRRPP provides an overview of the disciplinary process for Approved Vendors and Designees participating in the Illinois Shines and Illinois Solar for All program. This process includes reference to the Program Violation Response Matrix. While the Matrix is a useful guide, the Joint Solar Parties do request that the IPA add a more robust detail regarding the appellate process for all levels of violations—including less serious violations. The current process establishes that an appeal may be made to the IPA, but there is no clarity on what that process will entail. Furthermore, where there are less serious infractions, it is unclear how informal mediation can supplant a more formal process.

The reputational harm to a Designee or Approved Vendor for being on the public list (including as a recipient of a warning letter) at minimum impacts potential business partners, especially when there is a genuine dispute over interpretation or a finding of good faith interpretations on behalf of the Designee or Approved Vendor. Furthermore, the regulatory risk that is inherent in an uncertain procedural path makes market participation difficult to navigate. We recommend that the IPA work with stakeholders to establish a more transparent procedural process.

Section 9.4.1: The Draft LTRRPP notes that the Consumer Protection Handbook is not attached to the Draft LTRRPP for review as it continues to undergo changes. The Joint Solar Parties further request that the LTRRPP delineate the consumer protections that the Program Administrator will implement during the two-year program cycle from which the Consumer Protection Handbook will be generated. While the Joint Solar Parties appreciate that the Program Administrator or IPA may wish to have flexibility, the constant stream of small tweaks and changes makes ongoing compliance efforts needlessly expensive and complex. A better approach is to make regular adjustments rather than *ad hoc* changes, particularly for updates to the Consumer Protection Handbook (which has undergone substantial revisions and changes from the predecessor marketing guidelines). The Joint Solar Parties respectfully request a more transparent process regarding when such changes will be made, including stakeholder involvement and feedback in proposed modifications.

Section 9.4.2.2: The Joint Solar Parties support the idea of a REC adder to ensure stranded customers are served, and will further ensure Approved Vendors step up to solve these problems. There should not be contract restrictions on the terms of a new contract. Depending on where in the development process the project is, the new Approved Vendor should not always be required to pass through the originally promised amount of incentive, but there should be disclosures on how costs have been reduced up front or passed to customers. Otherwise, the Joint Solar Parties fear that customers offered unsustainable or unrealistic contractual terms will remain stranded.

The Approved Vendor model where the Approved Vendor or installer businesses keep incentives and then provide a check (passing through the incentives in whole at a discount) to customers should not be allowed for these stranded customers, to avoid further complications or lack of incentive payment issues.

The Joint Solar Parties suggest the following adders to ensure fast and reliable work to make stranded customers whole:

- If a customer is stranded at Part 1 and prior to any installation work, the adder should be 10%
- If a customer is stranded at Part 2 and there has been any or all construction/installation work, the adder should be 20% because these will be more complicated for the Approved Vendor and customer, often resulting in working with equipment and products not offered by another Approved Vendors.

While the Joint Solar Parties believe this straight-forward approach with stranded customers will capture most issues, we recognize there may be unique situations, and thus recommend that the

IPA and Program Administrator allow for a case-by-case review of needed economic adders or other issues to make a customer whole.

Section 9.4.2.3: The Joint Solar Parties support the idea of creating an escrow (Draft LTRRPP at 314-315) in the instances where customers have not received promised REC payments from their Approved Vendor. The Joint Solar Parties caution, however, that this should not be created as a ‘regular’ fund, and should only be used in extreme situations where the Approved Vendor fails to meet its requirements of passing along REC payments. For example:

- The Approved Vendor has demonstrated a failure to pass through funds for post-Part 2 systems but has systems that have Commission-approved Part 1 applications or that are otherwise awaiting Part 2; or
- The Approved Vendor has demonstrated a failure to pass through REC payments for systems with multiple payments (such as Large DG) but REC Contract payments remain and the Approved Vendor refuses to assign the related Product Order.

The Joint Solar Parties further urge the IPA to not allow this fund to be used to serve Approved Vendors that “have a pattern and practice of not passing though REC payments” (*see* Draft LTRRPP at 314). If an Approved Vendor does not pass through REC payments once to a customer when the Approved Vendor committed to doing so in the contract (or Standard Disclosure Form), that Approved Vendor should face serious discipline, whether a term or permanent suspension. At best, the Approved Vendor after suspension should be required to take the risk of REC payment timing rather than passing it to the customer. RPS funds should not be used to continue to support an Approved Vendor who has failed in serving customers and does not have a strong business model.

That said, the Joint Solar Parties disagree with setting a minimum percentage of REC Contract payments that would always be required to pass through to customers. Every other contract or sales model employed by Approved Vendors has resulted in REC payments or lower upfront costs. In the alternative, the Joint Solar Parties encourage IPA to review and consider if it should allow this model at all - where Approved Vendors can receive the REC payment and then send a check to customer. If it is resulting in more customer complaints proportionally compared to the other payment options, then the Joint Solar Parties support a serious evaluation of allowing this option for Approved Vendors.

Section 9.4.2.7: The Joint Solar Parties note that many of the IPA’s concerns with the agency model can be addressed via “net crediting” where the customer’s community solar bill credits, with the subscription fee “netted” out, are all embedded on the customer’s utility bill. For example, the customer receives \$100 of community solar bill credits minus the subscription fee (e.g., \$80), and the customer’s resulting utility bill is reduced by \$20. The utility directly pays the 80% to the system owner or the system owner’s Designee and passes the remaining 20% customer-retained bill credits to the customer via a utility bill line item. This approach obviates the need for customer billing by the system owner or their vendor, allowing the customer a far more seamless process for realizing their bill credit and avoiding a second set of bills.

The Joint Solar Parties note that Section 16-107.5(I)(4) requires Illinois utilities to offer “net crediting,” but neither ComEd nor Ameren offers net crediting as described above. While ComEd’s program is currently available, the Joint Solar Parties understand that Ameren’s program will not be available until November. However, both utilities offer (or plan to offer) a voluntary “pay when paid” approach where the utility will include a line item that is deprioritized below all other charges when a customer only partially pays their utility bill. Thus low income customers—who might otherwise get the most benefit from community solar by via the bill credits on their bill—are the worst candidates for single billing because if the customer is in arrears or may become in arrears non-payment is virtually guaranteed. Although the IPA cannot impose net crediting through the LTRRPP, the Joint Solar Parties encourage the IPA to support net crediting as described above (not how it exists in Illinois today) in legislative and regulatory arenas. The Joint Solar Parties believe this will address most of the IPA’s concerns regarding the agency model.

Section 9.5 As reflected in the Draft LTRRPP, the standardized Disclosure Form has been a requirement of the program since inception. We appreciate the move toward a more streamlined Disclosure Form. However, the process of generating the Disclosure Form continues to be a significant burden.

The Joint Solar Parties wish to express frustration for ongoing issues going back to the summer of 2022 with the required online portal to generate the Standard Disclosure Forms. The forms remain buggy, the portal unstable, the system exceedingly user unfriendly, and the process cumbersome. For any Approved Vendor or Designee attempting to interact with customers at scale, the creation and management of Standard Disclosure Forms in the portal is a major challenge. As described in above as it relates to the Adjustable Block Program, it is difficult to support increasing Adjustable Block Program application fees when the Standard Disclosure Form process remains broken.

Section 9.9: The Joint Solar Parties support the idea of a Solar Restitution Fund (Draft LTRRPP at 328-331) and offer following considerations and recommendations based on questions posed by IPA. Overall, the Joint Solar Parties recommends the IPA take time to meet with, and learn from other states with contractor recovery funds, including California’s Contractors State License Board (CSLB), which administers California’s restitution fund.

Joint Solar Providers believe a consumer recovery fund can be a useful tool for individuals who have a judgment but cannot collect through no fault of their own. This is why various states have passed recovery fund laws for industries ranging from lawyers to residential contractors.⁷

In general, each state with a contractor recovery fund has a law that allows or directs the state’s contractors licensing board (or equivalent agency) to establish and manage a fund. Eligible customers must have an agreement with a licensed contractor, have a final judgement, and take reasonable steps to collect on the award. Recovery fund laws normally cap awards for each claimant and total awards against a single contractor. And any awards are only for actual damages.

⁷ To assist the Illinois Power Agency, the Joint Solar Parties have attached a survey of state contractor funds. The list may not capture every state with a contractor recovery fund, but it offers a useful overview of how such funds operate.

These safeguards together promote fund solvency. As the CSLB recognized, “[a] nonfunctioning or insolvent contractor recovery fund would give consumers the illusion of protection and actually be more harmful than no fund at all.”⁸ In fact, the CSLB has nearly exhausted all of their funds available, out of \$5 million allocated from state budget, so they will have vast learnings and recommendations for a successful program.

The LTRRPP should consider funding sources other than the RPS budget, as some problems with installations may fall outside of the Illinois Shines program. California provided funding for its restitution fund through state budget allocation. In fact, given IPA’s monthly consumer protection meetings with Commission and Attorney General on specific program violations and disciplinary actions, it may make sense for the restitution fund to be housed under the Commission’s DG certification or Attorney General – as these violations may result in more than just Approved Vendor revoking (and may result in further legal or regulatory action).

Approved Vendors that are required to pay restitution funds should be immediately suspended from the program, and that Approved Vendor should be required to repay the restitution fund before becoming an Approved Vendor in good standing. The Joint Solar Parties note that an Approved Vendor that addresses a customer complaint with repairs or replacement would not be captured within this requirement.

The Joint Solar Parties suggest a cap of no more than \$20,000 per project and aggregate awards against a single Approved Vendor be capped at \$100,000. The Joint Solar Parties share concerns raised in California that the funds went quickly because the cap was fairly high at \$40,000, the form requesting restitution funds was quite simplistic, and consumers did not need to bring a court case. However, JSP does support replicating the qualifying uses of the funds as outlined below. In California’s restitution fund, CSLB has identified “qualifying financial harm” as:

- Work in need of correction
- Contracted work not performed
- Fraudulent acts relating to monies received for work not performed
- Misuse of construction funds
- False statements made to induce or persuade a person into entering a false contract

In California’s restitution fund, CSLB has identified “non-qualifying financial harm” as:

- Claims made against active contractors in good license standing that are willing and able to resolve the consumer’s complaint
- Predatory financing agreements – CSLB will review for bad acts committed by the contractor not the lender or bank
- Secondary damage, e.g. water damage to interior walls and flooring occurring from a roof leak

A number of states that have established restitution funds require the consumer to obtain a judgment against the contractor in order to establish eligibility for recovery under the fund. *See*

⁸ *See*, Analysis of State Recovery Funds, California Contractors State License Board (published October 1, 2001), available at <https://www.cslb.ca.gov/Resources/Reports/Sunset/RcvryFnds10101a.pdf>

Connecticut General Statute §20-432(d)(July 1, 2023)(requires an owner to obtain “a binding arbitration decision, a court judgment, order or decree..... [before they] apply to the commissioner for an order directing payment out of said guaranty fund of the amount unpaid upon the decision, judgment, order or decree.”) *See also*, Minnesota Revised Statutes § 326B.89, Subd. 6 (2022)(“To be eligible for compensation from the fund, an owner or lessee....shall verify..... (2) that the owner or lessee has obtained a final judgment in a court of competent jurisdiction...”).⁹

E. Chapter 10

a. EEP Registration: Efficient Pathways for Compliance, and Ensuring Confidentiality

The Joint Solar Parties strongly recommend against requiring all EEP certification by each individual in the existing database as the only option. (Draft LTRRPP at 336). While the Joint Solar Parties appreciate the *option* of the online platform, the Joint Solar Parties have substantial concerns about the execution. Instead, the Joint Solar Parties urge a clear, confidential pathway for Approved Vendors and Designees to register Approved Vendor EEPs on an annual or bi-annual basis. While some EEPs who may be looking for job opportunities, or are starting their own firm, may be able and willing to register themselves on the EEP database, this cannot be the only option for registering existing employees of Approved Vendors to ensure compliance and confidentiality.

First, for companies that have tens if not hundreds of qualifying EEPs, it is cumbersome and will most likely result in under-compliance. It will be more efficient for Approved Vendors’ legal and human resources team to provide required compliance materials confidentially to IPA for full AV reporting if that is the route that the Approved Vendor chooses to take.

Most important, EEP compliance must remain confidential - not only to the general public but to other Approved Vendors. It is the Joint Solar Parties’ understanding that companies who are approved to enter the EEP portal can currently see all individual EEPs (screenshot attached below, redacted for personal information) – and their personal contact information - even if they are not searching for jobs. For example, any company in the portal can see individual EEPs (and their phone and email) that have indicated “Not Applicable; Just Certifying” under the column “Region(s) available to work. This creates a significant competitive disadvantage for those companies who have met or exceed MES requirements, as companies may be driven to just poach existing EEPs from other Approved Vendors. This is contrary to the goal of CEJA, which is to create a pipeline and database to connect *new* employees to the industry.

The Joint Solar Parties recommend that industry meets with the IPA along with some member company’s legal and human resources teams to establish efficient, confidential yet complete EEP certification pathways. In addition, the Joint Solar Parties urge in the strongest terms that EEPs not looking for jobs not be included in the database with contact information.

⁹ Other states that require a consumer to exhaust all available civil remedies to establish eligibility to recover under a restitution fund include North Carolina (*see* N.C.G.S §87.15.8 (requires a consumer to exhaust all civil remedies before applying to the fund for reimbursement); and Hawaii (*see* H.R.S. §4444-28 (requiring the recovery of a valid judgment in the district or circuit court where the violation occurred as precedent to filing a claim for reimbursement under the fund).



The Joint Solar Parties appreciate that the Equity portal does generate letters confirming receipt of EEP status. However, the Joint Solar Parties further understand that there is no identifying information on the letter, so on the four corners of the letter it is impossible to determine to whom the certification is issued. The IPA should ensure the EEP confirmation letter has the EEP’s name (or at least identification number) otherwise uploading proof of EEP status will be a paperwork and chain-of-custody nightmare for both Approved Vendors and Energy Solutions.

The Draft LTRRPP proposed that EEPs who qualify based on residence must recertify annually and may lose EEP status if they are outside an EIEC area within a year of a change to the EIEC map. (See Draft LTRRPP at 336.) The Joint Solar Parties also note that the Draft LTRRPP posed the question of longer-development cycle projects—the Joint Solar Parties agree and recommend that EEPs who qualified at the time of a Part I application for a system will continue to qualify—even if map changes mean the individual no longer qualifies as an EEP by residence—for MES and TCS scoring purposes through the Part II application at minimum. Alternatively, EECs should recertify their EEC status on a longer timeline than a single year.

b. EEC Certification

The Joint Solar Parties appreciate the IPA attempting to find the right balance between prohibiting slewing or mere figurehead EEPs but simultaneously recognizing that there can be mutually beneficial relationships when EEPs (or EECs) work with established developers or owner/operators. (See Draft LTRRPP at 337.) While the Joint Solar Parties comments were not specifically mentioned in the Draft LTRRPP, it appears that some concepts from the Joint Solar Parties’ proposals made it in. However, the Joint Solar Parties noticed one critical one missing: if the joint venture has retained an entity owned by the EEP¹⁰ as the EPC (entity leading engineering,

¹⁰ The Joint Solar Parties note that under the IPA’s proposed policy of only allowing an EEP to have their status count toward ownership of a single non-single project Approved Vendor EEC, the contracted entity majority owned by the

procurement and construction) or a subcontractor. Serving as an EPC or a subcontractor is a potentially lucrative contract and requires real engagement with the project.

The Joint Solar Parties are unsure how items 1 and 4 proposed by the IPA show EEP involvement. For 1 at minimum, the IPA should in the draft LTRRPP for Commission approval provide more information about what the IPA expects to see and the standard by which the IPA will review the governance documents. For item 4, it is further unclear the purpose of the tax documents that a paystub or a K-1 would not show if the purpose is to determine whether the EEP is well-compensated. Once again, though, the IPA should in the draft LTRRPP for Commission approval provide more information about what the IPA expects to see and the standard by which the IPA will evaluate the EEP's revenue will be evaluated. The Joint Solar Parties note that an EEP may be extremely well compensated for a passive role, which is not the outcome that the Joint Solar Parties favor (because the Joint Solar Parties prefer broader engagement) or the IPA appears to want.

The Joint Solar Parties further note that there are many service providers—especially but not exclusively for larger projects—whose scope of work does not fit into the categories of Approved Vendor (which involves a direct relationship/interaction with the Adjustable Block Program) or Designee (which is a customer-facing category). Environmental consultants, structural engineers, system designers, procurement professionals, and any number of other professionals involved in the process that neither apply a system nor market to/install on customer property are thus outside of the typical Approved Vendor/Designee paradigm. These entities may qualify under the definition of Equity Eligible Contractor under Section 1-10 of the IPA Act but there is no pathway for recognition by the Adjustable Block Program or programs or procurements. The Joint Solar Parties thus recommend that the IPA create a new category of “Registered EEC” that allows such entities to register as EECs but not serve as a Designee or Approved Vendor.

Finally, the Joint Solar Parties appreciated that the IPA recently announced that the same EEP could count toward EEC status of multiple single-project Approved Vendors. The Joint Solar Parties agree this approach is important for financing purposes (as highlighted by the IPA), however language in previous and current LTRRPPs that could be construed as a requirement that the single-project Approved Vendor own the project (and not just the REC Contract) means the use of single-project Approved Vendors is not useful as a financing strategy for EECs. Investment Tax Credit value accrues to the system owners by percentage of ownership—meaning that the EEP(s) comprising more than 50% of ownership will thus receive a corresponding percentage of the tax credits that the EEP(s) may not be able to personally monetize, just as the natural persons owning Approved Vendors outside of the EEC category currently cannot, in most cases, personally monetize the tax credits themselves. The LTRRPP should clarify there is no requirement that a single-project Approved Vendor that qualifies as an EEC and used for financing purposes must also own the related system.

A related but self-contained issue: the Joint Solar Parties urge the IPA to explicitly state in Chapter 7 that when the LTRRPP refers to an Approved Vendor owning or assigning a “project,” what the LTRRPP really means is that the Approved Vendor owns or assigns the REC Contract and Product

same EEP would not be an EEC. The Joint Solar Parties do not necessarily agree with the IPA's approach to limiting EEP opportunities but the IPA need not change their approach for the purposes of this proposal.

Order thereto that contains the project. (*See, e.g.*, Draft LTRRPP at 213 (final paragraph relating to restrictions on assignment of EEC Block projects).) Perhaps the clarification could also come in Section 7.7 (last full paragraph on page 193 of the Draft LTRRPP) that clarifies obligations related to assignment and ownership described in Chapter 7 refer only to the REC Contract and not the system itself.

The Joint Solar Parties may comment on the issue of “one EEP, one EEC” during litigation, but does not address that issue separately at this time.

c. Equity Accountability System

The Joint Solar Parties appreciate the IPA’s willingness to consider streamlining of demographic data reporting. (*See* Draft LTRRPP at 348.) Without regard to whether the IPA takes the Joint Solar Parties’ invitation to combine the Annual Report and the MES end-of-year reporting, it is unclear why if there is annual reporting of workforce and vendor diversity it also must be reported at the Part II Application. The Joint Solar Parties strongly believe in a diverse workforce and do not object to the concept of reporting, but it is challenging to report on similar information multiple times, especially as it has to be tracked and maintained differently to address both Part II applications (which depend on a single project that may cross multiple compliance periods) and annual reporting.

The Joint Solar Parties note that the specific project(s) an individual worked on (i.e. the information in the Part II application) is largely irrelevant to whether “the Equity Accountability System in facilitating access to quality economic opportunities for equity eligible persons and in creating a diverse solar energy workforce.” (Draft LTRRPP at 348.) First, demographic reporting goes far beyond EEPs, who are specifically covered in the MES. Second—and far more important—it matters far more to an individual’s economic wellbeing whether they have a job or contract than what systems they worked on. A job or contract is a job or contract, whether the individual worked on several systems or just one. The Part II application also does not capture non-system specific work or work on systems that do not end up in the ABP because the sale was not completed.

Because the Part II reporting is a burden on Approved Vendors and the annual reporting provides the actual actionable information the IPA seeks, the Joint Solar Parties urge the IPA to use only annual and not Part II reporting. However, if the IPA does insist on requiring Part II reporting, at minimum, it should allow data to be submitted using a standard Excel spreadsheet format. This would dovetail with other reporting required under Illinois law, such as Prevailing Wage hours reported to IDOL, as well as prevailing wage data that will soon be required to report to IRS under the Inflation Reduction Act guidelines.

d. Project Workforce

Although the IPA did not propose changes to the definition of “project workforce” (*see* Draft LTRRPP at 339), the Joint Solar Parties recommend revisiting the definition to better tailor the data collected to the Minimum Equity Standard. On one hand, the Joint Solar Parties believe that project workforce should go well beyond construction for ABP systems—a recommendation of the Joint Solar Parties during litigation of ICC Docket No. 22-0231 that the IPA accepted—to

ensure the good jobs in the solar industry that are not construction are captured. However, for larger systems, the myriad of different vendors necessary for a project to be completed—not just traditional sales and construction, but pre-construction and diligence such as geotech, environmental consultants, structural engineers (for evaluating roofs and other structures)—make compliance and compliance tracking extremely difficult.

Some of these contractors may spend only a few hours on a particular project, and individual staff may only spend a few minutes time on a project or task. It is not a common business practice to request the names and EEP status of every employee that works on any given project from a contractor. To the extent that asking for EEP status (or proof of the same) is consistent with Human Resources/Vendor risk management practices of Approved Vendors at all, the Joint Solar Parties expect persistent underreporting. This creates an impossible task of recordkeeping and at-best will result in gathering of flawed data.

Approved Vendors are forced into an unfortunate choice of insisting their vendors register as Designees (so the compliance obligation is on them) or trying to find EEPs in areas not covered by CEJA job-training programs and that the Joint Solar Parties believe may have lower concentrations of the other three categories of EEP status. The Joint Solar Parties note that CEJA job-training is still applicable to non-construction jobs such as sales and design, but not necessarily specialized professions that require advanced degrees or training such as environmental consultant, geotech, hydrologists, engineers, and the like.

The Joint Solar Parties recommend that the definition of “project workforce” should include employees or contractors working on construction/installation and separately employees/vendors working on tasks within the categories for which an individual or entity would need to be a Designee to perform those tasks on behalf of an Approved Vendor. That covers sales, O&M, and other customer interaction without going to extreme lengths for individuals that worked for a vendor that provided highly specialized non-construction services on a contract basis.

The Joint Solar Parties strongly support the IPA’s decision not to impose an hours requirement on inclusion in the Project Workforce. (See Draft LTRRPP at 340.) As mentioned in previous comments, tracking hours (or even less granular blocks) is a major administrative burden to persons that are not currently hourly timekeepers. While it is certainly true that some (like many though not all in construction) may keep track of their hours, many more in sales, engineering/design, and administrative roles do not.

To ensure the IPA receives accurate data, the Joint Solar Parties recommend that the Agency clarify the definition of “project workforce” as follows:

“Employees, contractors and their employees, and subcontractors and their employees, whose job duties are directly required by or substantially related to the development, construction, and operation of a project that is participating in or intended to participate in the IPA-administered programs and procurements under Section 1-75(c) of the IPA Act. This shall include both project installation workforce and workforce in administrative, sales, marketing, and technical roles where those workers’ duties are performed in Illinois. For purposes of this section: ‘directly required by or substantially related to’ shall be construed to be any direct employee of the Approved Vendor or any contractor and its

employees whose contract exceeds 5% of the REC Contract value, though Approved Vendors may voluntarily include employees of contractors below that threshold as may be needed to support meeting MES requirements for certain business models ”

The Joint Solar Parties recommend the 5% as an initial recommendation to set a threshold balancing the need to capture key components of the project workforce but to avoid burdensome reporting on larger projects where many individuals from many different vendors may have a small touch on the project and be potentially difficult to identify. We welcome discussion with the Agency and other stakeholders about how to properly set the “floor” such that the reporting is a manageable endeavor and the Agency receives useful data.

III. Conclusion

The Joint Solar Parties thank the IPA for its review and consideration of the comments above. Please address policy and technical questions on the Joint Solar Parties’ comments to the member trade associations (Markus Pitchford at SEIA, Carlo Cavallaro at CCSA, and Lesley McCain of ISEA), as well as outside counsel Michael Strong.