RESPONSE TO THE DRAFT LTRRPP FOR PUBLIC COMMENT DATED AUGUST 15, 2025 ON BEHALF OF THE SOLAR ENERGY INDUSTRIES ASSOCIATION, THE COALITION FOR COMMUNITY SOLAR ACCESS, AND THE ILLINOIS SOLAR ENERGY ASSOCIATION

September 29, 2025

The Solar Energy Industries Association, the Coalition for Community Solar Access, and the Illinois Solar Energy Association (collectively the "Joint Solar Parties" or "JSP") appreciate the opportunity to provide public comment pursuant to Section 16-111.5(b)(5)(ii)(B) of the Public Utilities Act on the Long-Term Renewable Resources Procurement Plan Draft for Public Comment dated August 15, 2025 (the "LTRRPP").

At the outset, the Joint Solar Parties note that the renewable industry generally and the solar industry specifically is in a time of transition and change after a series of federal actions, the starkest of which is Pub. L. 119-21, also known as the One Big Beautiful Bill Act, a series of sweeping changes to federal tax law that eliminate and sunset the Investment Tax Credit ("ITC") and Production Tax Credit ("PTC") that renewable projects almost universally take in one form or another. The impending loss of the ITC and PTC—as well as the rush to ensure projects that may still qualify for the ITC and PTC move forward—will have a substantial impact not only on individual project economics but program and procurement design as the impact of federal implementing guidance is still being assessed. Additionally, new federal requirements including Foreign Entities of Concern ("FEOC") may increase costs on projects as rules are implemented.

Neither the IPA nor the Joint Solar Parties nor any other stakeholder caused or sought out the current landscape for renewable development. At the same time, despite federal actions, state-level targets, procurements, and programs like the ambitious new-build targets in the Climate and Equitable Jobs Act ("CEJA") remain in place. Illinois has the building blocks in place to remain a priority destination for renewable generation investment, a critical part of which is this LTRRPP.

Thus, as the IPA and other stakeholders review these comments, the Joint Solar Parties urge them to be viewed as a problem-solving exercise to balance staying on track to meet the State's mandatory renewable procurement targets, other related policy goals that are stated in (or interpreted into) CEJA, and the best use of the limited ratepayer funds used to procure new renewable resources. While at times some of these priorities may create perceived (or actual) tension, the Joint Solar Parties look forward to working with the IPA and stakeholders to strike the right balance to keep and improve Illinois' status as a leading destination for renewable investment.

I. Chapter 3

A. Section 3.2.3

The Joint Solar Parties note that there appears to be an inconsistency between the targets identified in Section 3.2.3 of 45 million RECs per year under contract from new solar and new wind compared to a 70 million number in Section 7.3.3. (*Compare* Table 3.4 *with* § 7.3.3 ("This creates a Program-specific 2030 target of over 70 million RECs contracted by 2030").) It appears to the Joint Solar Parties that 45 million (with 12.375 from Illinois Shines) in Section 3.2.3 is correct.

However, the Joint Solar Parties wish to make two observations about the RPS targets and impact on this LTRRPP. First, whatever the outcome on reopening of ICC Docket No. 23-0714, the Joint Solar Parties do not suggest any revision to 2026-2028 procurement targets. If anything, to the extent that more ITC- or PTC-qualifying projects can be built and brought under contract through competitive procurements or programs during the 2026-2028 program years (such as projects with a safe harbor strategy or that are placed in service prior to 2027), the IPA should have the flexibility to accommodate those projects.

Second, the LTRRPP should be revised to include explicit language that any projects—whether procured in a competitive procurement or through a program—for which the REC Contract (or for competitive procurements REC Contracts) is terminated prior to the scheduled end of the term of such REC Contract(s) that the unpurchased RECs should be part of future procurements. This ensures that if certain projects are not ultimately built or do not fully deliver that CEJA's ambitious goals will not be left unmet by a technicality, i.e. that the IPA procured RECs but that the RECs were not ultimately delivered.

II. Chapter 7

A. Section 7.3.3

As noted in Section 3.2.3, there appears to be an incongruity between the acknowledged annual target of 45 million RECs—of which the ABP is 12.375 million per year—and the following passage: "This creates a Program-specific 2030 target of over 70 million RECs contracted by 2030." This passage should be clarified or edited for consistency.

B. Section 7.4.3.1

The Joint Solar Parties wish to note their support for:

- increasing the points for agrivoltaics to 2.
- using a contract for grazing between the landowner and the herd owner to demonstrate active grazing at Part II, which is far more practical than inspections.
- modifying the criteria for siting points to five or less community solar projects that have reached Trade Date (as defined in the REC Contract).
- modifying the criteria for EEC points for 100% developed by an EEC Approved Vendor or EEC Designees, specifically the definition of "project development work" in footnote 385.

The Joint Solar Parties oppose the two-point subtractor for greenfield development in TCS Block scoring. Fundamentally, in a time where project economics require a combination of fuller REC prices *and* reductions in costs, the LTRRPP should not be revised to (as a practical matter) require additional layers of costs.

However, if the IPA were to include a concept of a greenfield subtractor, the definition of "greenfield," should exclude projects receiving points in *any* category from 1.a through 1.e (not just 1.a and 1.d-1.e as the current definition suggests). Also, the Joint Solar Parties understand that some AHJs prohibit grazing, which is the most practical agrivoltaics use in many cases, and such projects should be exempted from the subtractor.

The Joint Solar Parties recommend modifying the IX adder to award two points to a project if the project has received a signed Interconnection with a cost estimate below 30 cents per watt AC, including any contingent scope costs as a separate interconnection adder from the "top two" position criteria. This adder is intended to prioritize community solar projects that are ready for construction, which includes not just proximity to the top of the queue but also a cost estimate that shows a practical likelihood of going forward. The 30 cent per watt AC threshold is consistent with the existing IPA threshold for REC Contract refunds, and thus a good proxy to ensure that buildable projects are prioritized.

C. Section 7.4.3.3

The Joint Solar Parties recommend that the LTRRPP be revised to codify current practice in the LTRRPP, specifically that: (1) an Approved Vendor that is assigned REC Contracts *after* Trade Date does not have those REC Contracts count toward that Approved Vendor's developer cap; and (2) an Approved Vendor that is awarded REC Contracts for projects has those projects count toward the developer cap even if that Approved Vendor subsequently assigns the REC Contract or Product Orders thereto.

D. Section 7.4.4.2

Although it will be in place prior to approval of this LTRRPP by the Commission (once filed), the Joint Solar Parties support IPA efforts toward a public-facing outreach plan in Fall 2025.

E. Section 7.4.6.2 (and 10.1.1.4)

The Joint Solar Parties recommend that the LTRRPP be modified to explicitly state what the Joint Solar Parties understand to be current guidance: that if an EEC-Approved Vendor loses their EEC status (other than for the map changing and leaving EEPs qualifying by primary residence outside of an EIEC even though the EEP did not move) the REC Contract must be assigned to an EEC Approved Vendor or be terminated. The Joint Solar Parties recommend that, going forward, REC Contracts specifically state that a REC Contract cannot be terminated for default once the former EEC Approved Vendor submits the assignment with consent (or assignment without consent) form to the Program Administrator.

F. Section 7.5.3

The Joint Solar Parties noted that the LTRRPP proposed REC prices that anticipate projects receiving the full ITC. While that will not be the case for Section 25D (customer-owned residential behind-the-meter) systems, the Joint Solar Parties anticipate that many—though not all—developers have had an opportunity to develop safe harbor strategies for at least a portion of their pipeline of projects to ensure at least some eligible for 2026-27 participation have a reasonable expectation of receiving the full ITC. Of course, not all developers will have a successful safe harbor strategy and not all projects will be placed in service in time to qualify—including potentially some that have or will apply to the ABP. Nonetheless, the Joint Solar Parties do not object to the current pricing approach at this time but reserve their right to update their position if there are further federal actions. The Joint Solar Parties recommend that the IPA consider an adder for residential behind-the-meter projects that are sold to the customer to address the total loss of 25D tax credits for any construction costs incurred after December 31, 2025.

The Joint Solar Parties note that while some of the prices proposed are below the CREST model value (such as larger TCS, at least after the September 28 revision), the Joint Solar Parties do not necessarily object given the competing interest of ensuring the same RPS budget can fund more awards. However, the Joint Solar Parties oppose further reductions given the additional resources and risk related to ITC safe harbor and eligibility strategies. Furthermore, as tariffs continue to fluctuate, the IPA should monitor to ensure that ABP pricing continues to accurately reflect market conditions for key components.

The Joint Solar Parties strongly support the LTRRPP committing to revising pricing for the 2027-28 program year.

G. Section 7.9.4

The Joint Solar Parties support Section 7.9.4 as similar to negotiated language in SB 40 HAM 6, which the Joint Solar Parties hope passes during the anticipated litigation of the LTRRPP. To the extent that the bill does pass but the co-location language is modified, the Joint Solar Parties recommend that the LTRRPP allow for modification based on such changes.

H. Section 7.14

In comments dated June 11, 2025, the Joint Solar Parties explained that while the REC Contract should not be viewed or treated as a "forward contract" but may be nonetheless by a court adjudicating the bankruptcy of a Seller under a REC Contract. If the REC Contract is determined to be a "forward contract," the utility Buyer may be able to terminate for default under the terms of the REC Contract (due to Seller becoming Bankrupt, as defined in the REC Contract) without violating the automatic stay provision that otherwise would stay such action on contracts benefitting the bankrupt Seller. This is an issue in several contexts, including any where there is a third-party Approved Vendor (such as system sales or third-party financed projects in the EEC Block).

In those comments, the Joint Solar Parties recommended two solutions, which are described below. The Joint Solar Parties continue to recommend that the LTRRPP include a direction that REC Contracts be amended in one of two ways:

1. Estoppel Amendment

One solution that has been proposed is to add an estoppel amendment to the IPA's form REC contract that allows the AV to assign the REC contract to another AV after receipt of a potential termination notice for bankruptcy from the utility. Under federal bankruptcy law, a debtor's contract assignment rights cannot be restricted. (*See* 11 U.S.C. § 365.) Therefore, the proposed estoppel amendment purporting to restrict the EEC AV's rights to assign the REC contract only to another AV is likely prohibited as a matter of federal bankruptcy law. Such an amendment could add Section 13.2 to existing REC Contracts and incorporate into new REC Contracts going forward:

13.2 Buyer's Agreement to Delay Termination in Event of Bankruptcy.
Notwithstanding any right that Buyer may have to terminate this agreement pursuant to 11 U.S.C. 556 in the event Seller becomes Bankrupt, Buyer agrees that it will not exercise any contract termination right if, within 60 days of the commencement of Seller's bankruptcy case, Seller assigns this contract to another Approved Vendor pursuant to 11 U.S.C. 365. For purposes of this provision, an EEC AV is an entity that is registered with the IPA as an Approved Vendor and, if such Approved Vendor is required to be an Equity Eligible Contractor, then an Approved Vendor that is an Equity Eligible Contractor, as those terms are defined under the ABP and in this Agreement.

2. Notification of Termination

Another potential solution is to require the Buyer to provide the Seller and the collateral assignee with at least 60 days' notice of termination in the event of Seller bankruptcy. With the additional time provided by such notice, the Seller or collateral assignee owner could potentially obtain relief from the stay to exercise termination of the service agreement contemporaneously with the utility's termination of the REC contract. (*See* 11 U.S.C. § 362.)

III. Chapter 8

A. 8.9.1 Job Training Requirements

The Joint Solar Parties support the proposal in Section 8.9.1 to increase the length of time an Eligible Job Trainee will be considered an Eligible Job Trainee to five years, regardless of the job training program they completed. However, the Joint Solar Parties recommend that the waiver process still be maintained for employees who have had successful careers paths at Approved Vendors and are employees for more than 5 years. Additionally, the Joint Solar Parties strongly recommend that the IPA should match the Illinois Solar for All job training programs and program requirements to match the same job training programs utilized in the Equity Eligible Persons requirements under the ABP. This will reduce confusion within the industry, but more critically, within the job training programs and the graduates - avoiding the situation where there may be a graduate from an EEP eligible training program that qualifies for Illinois shines, but not Illinois Solar for All.

B. 8.10.3.2 Determining Income Eligibility

The Joint Solar Parties support the IPA's proposal to expand the self-attestation option for participants in the Residential Solar (small) sub-program where the participant resides in an income-eligible community. This process would allow participants to provide a signed affidavit attesting that they satisfy income eligibility, ensuring less friction with the customer experience, with the goal of getting more income-eligible families to benefit from Illinois Solar for All.

IV. Chapter 9

A. Section 9.5

When a project is in the process of assignment, the assignee Approved Vendor should be able to create new Standard Disclosure Forms for the project in the portal. This is especially important for the CDCS Block, where "TBA" Standard Disclosure Forms (which do not identify a specific system) are not allowed.

B. Section 9.5.1

The Joint Solar Parties recommend that the LTRRPP be modified to facilitate a new Standard Disclosure Form for multiple-meter community solar customers. This would allow consolidation of all accounts/meters on a single Standard Disclosure Form when the commercial terms are identical. A consolidated form will allow for a far better enrollment process for the customer but still provide the customer with the same information. Alternatively, if the terms and conditions are otherwise the same, the LTRRPP should create a timeline for a "one click" signature for customers with multiple accounts/meters to sign multiple Standard Disclosure Forms at once.

V. Chapter 10

A. Section 10.1.3

Currently, guidance on the Illinois Shines website FAQ page explains that an Approved Vendor does not need to report for MES purposes the project workforce of their vendors/contractors that are registered as Approved Vendors or Designees.[1] The LTRRPP should be modified to reflect that guidance.

B. Section 10.1.4.1

The Joint Solar Parties support the proposed MES percentage step-ups.

C. Section 10.1.2.2

The Joint Solar Parties take no position at this time on the IPA's proposed "management and control" requirement for majority EEP owners of an EEC Approved Vendor. The Joint Solar Parties support efforts to ensure that EEP owners are engaged in the business, but continue to evaluate what the best way is to ensure EEP involvement—especially given that individual owners of non-EECs often do not have the same expansive rights as the list on page 398 of the LTRRPP (especially if there is third-party investment or funding). While EEPs should have a meaningful role, EEPs should also not be precluded from forming business ventures with funders or experienced professionals that can take on certain roles (such as obtaining financing). In addition, paperwork imposed on EECs should not increase the burden on new or emerging entrants.

[1] *See* https://illinoisshines.com/vendor-faqs/ - mes ("What is the definition of 'project workforce' for the Minimum Equity Standard" and "Do entities need to report on their contractor's or Designees' workforce(s)?"

However, the Joint Solar Parties do oppose the requirement that: "Entities unable to maintain their EEC status and that have existing projects under a REC contract in the EEC category must reassign their projects to another qualifying EEC." (LTRRPP at 399.) As written, this requirement will apply to current EEC-Approved Vendors, introducing additional risk into existing transactions (some of which have resulted in projects placed in service). The IPA should include in the LTRRPP instead that loss of EEC status will be included as a default under the REC Contract during the next REC Contract revision (following approval of the LTRRPP) and provide a pathway under the REC Contract for an EEC Approved Vendor that loses its EEC status to assign to an EEC Approved Vendor in good standing (separate from the 20 business day cure period, which is not enough time to complete an assignment under current utility and Program Administrator observed timelines).

D. Section 10.1.5.1 (through 10.1.5.3)

The Joint Solar Parties recommend that the IPA combine the Annual MES Compliance Plan with the Annual Year-End Report to be due in mid-July. This combined report will eliminate overlap and will allow the IPA to have information collected from identical time periods to be presented concurrently.

This approach will continue to meet all statutory requirements, the only significant change would be to align the date when each is due. Section 1-75(c-10)(A) of the IPA Act requires Approved Vendors to submit its forward-looking Compliance Plan "at the start of each delivery year," a date which the IPA has interpreted to mean the report is due June 1st each year. Section (c-10)(B) of the Act requires Approved Vendors to submit their backward-looking Compliance Report "at the end of the delivery year," a date which the Agency has interpreted to mean the report is due on July 15th of each year.

The Joint Solar Parties propose the Agency use its current interpretation of the backward-looking Compliance Report deadline to also apply to the forward-looking Compliance Plan. As a result, the IPA will collect the same data focused on the same time periods in a more streamlined process with less administrative overheard for the Agency, Procurement Administrator, vendors, contractors, subcontractors, consultants and other relevant parties.