

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

**February 9, 2022**

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The Solar Energy Industries Association, the Coalition for Community Solar Access, and the Illinois Solar Energy Association (collectively the Joint Solar Parties) appreciate the opportunity to respond to the Illinois Power Agency's most recent solicitation for comments related to the Draft Indexed REC RFP Rules.

**Topic 1: Project Labor Agreement Requirements**

The Procurement Administrator and the Agency are interested in feedback about the requirement for participation and in particular whether a Project Labor Agreement must be filed with the Proposal for eligibility purposes, or perhaps six months to one year thereafter (with a winning bidder then losing its posted collateral should it fail to provide an acceptable project labor agreement).

**JSP RESPONSE:** The Joint Solar Parties recommend that the Project Labor Agreement be filed 12 months after the competitive bid. While the Joint Solar Parties reserve the right to reconsider for future projects, negotiating Project Labor Agreements—including to meet the specifications of Section 1-10 of the IPA Act—can be a long process and if a bidder starts now it may not be complete by the Part 1 (or even Part 2) application.

**Topic 2: Requirements for Projects located at a site of permanently closed coal mine.**

The procurement Administrator and the Agency are interested in feedback about this requirement for qualification. In particular, is alternative documentation available for coal mine sites to provide sufficient evidence that the site meets the definition of Brownfield Site Photovoltaic Project in the Act. If available, provide sample documentation with response.

**JSP RESPONSE:** The Joint Solar Parties have no alternative proposals. However, the Joint Solar Parties recommend that to allow larger and more optimally designed systems, the IPA should modify the requirement that the permitted area cover “the project site” (which the Joint Solar Parties interpreted as meaning 100% of the project site) and instead require that 80% of the project footprint be within the permitted area.

**Topic 3: Systems for Monthly Generation Reporting**

Are the PJM Power Meter System and the MISO Market Portal the correct systems to use to verify the hourly MWh generation data applicable to the Project? If this is not the case, which systems from PJM and MISO are more appropriate?

**JSP RESPONSE:** Yes.

## Appendix A

### Utility-Scale Wind Projects and Utility-Scale Solar Projects

Provide feedback on Proposal Requirements

**JSP RESPONSE:** The cap on utility-scale solar capacity factor of 30% is reasonable for a stand-alone system, but is unreasonable for solar paired with storage. Because this is a procurement for RECs and the Procurement Administrator will determine the optimal quantity across bidders, it does not hurt the program or risk overgeneration to remove barriers for solar+storage to participate. The Joint Solar Parties do not object in principle to a capacity factor cap for solar+storage, which should be set for 50% for this initial procurement.

### Brownfield Site Photovoltaic Projects

Provide feedback on Proposal Requirements

**JSP RESPONSE:** The Joint Solar Parties' comments regarding inclusion of storage apply to brownfield solar as well.

In addition, [REDACTED] with regard to systems under 20 MW that qualify for the annually-changing fixed-rate on-peak and off-peak QF pricing, the Part 2 application should require the bidder to elect LMP or fixed-rate compensation for the system (a choice that should not apply to any system over 20 MW).  
[REDACTED]