

[Commenter 1]

**Comments on Draft
ISC Contract and
Preliminary
Proposal
Requirements**

From: [Commenter 1]
Sent: Mon 6/15/2026 5:00 PM
To: Illinois-RFP <Illinois-RFP@nera.com>
Subject: June 1 ISC Agreement Comments

Good Afternoon Procurement Administrator and RFP Team,

Attached here are [Commenter 1] comments to the June 1 2026 version of the Indexed Storage Credit Agreement.

Please let us know of any questions or if you'd like to discuss.

Best,

[Commenter 1]

From: [Commenter 1]
Sent: Wed 6/10/2026 4:33 PM
To: Illinois-RFP <Illinois-RFP@nera.com>
Subject: 2026 Storage RFP - Comments RE Proposal Requirements for IX Documentation

Good Afternoon Procurement Administrator and RFP Team,

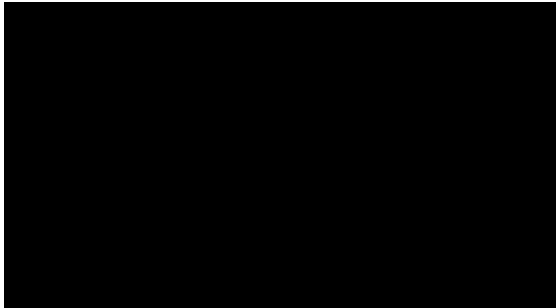
[Commenter 1] respectfully submits the attached comments in response to the June 1 2026 Draft Preliminary Proposal Requirements, related to the minimum eligibility criteria for interconnection status.

Given that the clarifying change requested will determine the ability of [Commenter 1]'s project to participate in the Procurement, we sincerely hope this change can be accommodated.

Please let us know of any questions or if you'd like to discuss.

Bets,

[Commenter 1]



Illinois Power Agency
180 N Wabash Ave. Suite 500
Chicago, IL 60601

June 10th, 2026

Re: Comment on Draft Proposal Requirements -- Project Maturity Standard for ComEd Procurement Event

██████████ respectfully requests that the Illinois Power Agency (“IPA”) and the Procurement Administrator revise the Project Maturity standard for the ComEd procurement event in the Summer 2026 Energy Storage RFP Draft Proposal Requirements (June 1, 2026) to accept proof of submission of appropriate interconnection documentation to PJM, rather than requiring that the project has been "accepted in" an interconnection process.

██████████ is developing ██████████ battery storage project ██████████ which it would plan to submit into the IPA Summer 2026 Energy Storage Procurement, however, the current eligibility wording would prevent its participation. The proposed revision below would maintain the intent of the project maturity standard, and would allow for meaningfully increased procurement competition to the benefit of Illinois ratepayers.

Current Language (Section 6, p. 13):

"If [Queue/OASIS ID] is not available, provide evidence the Project is in a late stage of development by providing documented evidence the Project has been accepted in an alternative PJM interconnection process, such as the Capacity Interconnection Rights (CIR) transfer process."

Proposed Revision:

"If [Queue/OASIS ID] is not available, provide evidence the Project is in a late stage of development by providing documented evidence that the Project **has submitted the appropriate documentation to** PJM for an interconnection process, such as a Capacity Interconnection Rights (CIR) transfer notification or an interconnection request under an applicable PJM study process."

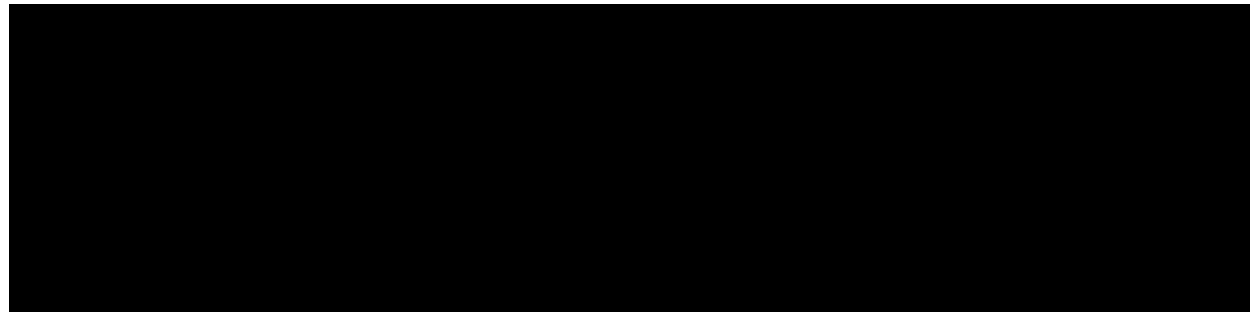
Rationale:

PJM's processing timelines for CIR transfers and interconnection study cycles are outside of developers' control and have historically experienced delays. The CIR transfer process in particular requires FERC approval of PJM's proposed rules before transfers can be formally accepted, and PJM's cluster-based study process has introduced additional timeline uncertainty for new queue entrants. Requiring completed acceptance rather than proof of submission risks excluding otherwise execution-ready projects from participation due to timelines unrelated to a project's development maturity. A submission-based standard still demonstrates meaningful project maturity since a developer that has filed interconnection documentation with PJM has committed resources, engaged with the RTO, and advanced the project beyond early-stage development.

Illinois Power Agency
180 N Wabash Ave. Suite 500
Chicago, IL 60601

June 15, 2026

Re: Comments on the Draft Indexed Storage Credit Agreement and Draft Summer 2026 Energy Storage RFP



██████████ commends the Illinois Power Agency for their commitment to developing reliable and clean energy projects in Illinois. The Agency has been a consistent leader in the clean energy industry and proven their dedication to responsibly moving clean energy projects forward while looking out for the best interests of all Illinois ratepayers. ██████████ appreciates the opportunity to comment on the ISC procurement structure and looks forward to continuing to engage with the Agency on the future of storage development in the State.

██████████ comments on the June 1, 2026 draft of the Indexed Storage Credit Agreement are included below. Please do not hesitate to contact us if you encounter any questions or would like any clarification. We thank the Agency for its consideration and commend its significant efforts to gather stakeholder feedback in its procurement process.

██████████ Comments to Indexed Storage Credit Agreement June 1, 2026 Draft

Section	Comment
2.6(a)(ii) Ability to Operate for duration of 4 hours of continuous discharge	██████████ acknowledges the revisions to Section 9.3's discretionary cure extension. However, the discharge language remains interpretable as a continuous requirement rather than an aggregate system capacity standard; temporary reductions related to outages or state of charge should not constitute a default. Additionally, a discretionary extension capped at 20 Business Days is insufficient for augmentation, which typically requires 6-12 months for procurement and installation. Suggest clarifying that the intent is aggregate system capability and providing an automatic cure extension for a commercially reasonable period, with proposed edits below:



	<p>2.6(a) (ii) <u>capability to operate for a duration of four (4) hours of continuous discharge of the Contract Capacity per hour, as demonstrated via a capacity test of the Project on an annual basis</u></p>
2.6(a)(iii) Minimum RTE	<p>██████ acknowledges the revisions to Section 9.3 but reiterates that this threshold is very high to use as an Event of Default standard. Typically, there would be a range of damages below a guaranteed RTE value, and a much lower RTE % threshold for defaults. As with discharge duration, the discretionary 20 Business Day extension is insufficient for the O&M or equipment changes needed to cure an RTE deficiency.</p>
2.6(a)(iv) Availability Minimum Operating Requirement	<p>██████ acknowledges the addition of the Force Majeure and Technical Curtailment carve-out. However, ██████ reiterates its recommendation to revise the standard so that an Event of Default occurs only if this threshold is not met in two consecutive Delivery Years. A one-year standard with no cure period per Section 9.2(j) means a single bad year results in immediate, incurable termination, which is disproportionate.</p>
2.6(b) Operating Requirement Events of Default	<p>██████ reiterates its request for extended cure periods and a more explicit Force Majeure carve-out from circumstances that would qualify as a Seller Event of Default in the first sentence of Section 2.6(b). While Section 9.3 provides a discretionary extension and Section 2.6(a)(iv) now includes a Force Majeure carve-out for availability, the Force Majeure carve-out should apply broadly to all operational defaults in 2.6(a), not only availability. Cure periods should be automatic and reflect commercially reasonable timelines, not limited to a discretionary 20 Business Day extension.</p>
5.4(a) Cost Recovery through Tariffs	<p>██████ reiterates that this provision undercuts the durability of the revenue stream needed for project financing. If this provision is maintained, there should be (1) a requirement by Buyer to pursue cost recovery, and (2) a Seller termination right if cost recovery is not received, rather than a one-sided suspension of payments and contract continuation only if in Buyer's favor. This provision also remains in conflict with the Seller representation in Section 2.2(a).</p>
14.1 Limitation of Liability	<p>██████ reiterates that buyer limitation of liability at 100% of the total payments received by Seller is inappropriate. Seller exposure to Buyer is highest before any payments have been received, and under this structure Buyer's limitation of liability during this period would be \$0. This should be revised to be 100% of the total payments anticipated over the term to align risk allocation with actual economic exposure.</p>



[REDACTED] thanks the Agency for the opportunity to comment and for its consideration. Should the Agency have any questions, please contact [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]