

[Commenter 9]
Comments on
Draft ISC Contract

From: [Commenter 9]

Sent: Wed 5/13/2026 4:47 PM

To: Illinois-RFP <Illinois-RFP@nera.com>

Subject: RE: Energy Storage RFP – REMINDER: Comments on the Draft ISC Contract and Preliminary Proposal Requirements due TOMORROW, May 13

Hello,

Attached please find [Commenter 9]'s comments in response to the request below. Any additional questions can be directed to me via email or my phone number below.

Thanks,

[Commenter 9]

May 13, 2026

appreciates the opportunity to participate in the IPA's stakeholder process ahead of the Summer 2026 Energy Storage Procurement. In response to the IPA's Request for Comments issued on April 22, 2026, provides these initial responses, and it looks forward to robust stakeholder collaboration throughout the process.

Proposed Topics

- Topic 4: Double Payment - Section 5.7 Disclosure of Additional Support
 - **Question 1 response:** would also like to request additional clarity on the item below should the situation arise from such disclosure.
 - *Seller shall disclose to Buyer and IPA, within ten (10) Business Days of receipt or commitment, any corporate offtake payments or other economic support received or anticipated for the Project that compensates for development costs, operating costs, capacity value, or for the availability, operations or performance of the Project during the Term of this Agreement, except for payments received from the RTO. Failure to disclose such economic support or payments in connection with the Project shall constitute a material breach of this Agreement*
 - Can the Procurement Administrator provide additional clarity on how such situations would be handled if identified? How would future federal subsidies be handled?
 - *Seller shall also disclose (i) any other generation unit co-located with the Project, including any renewable energy projects or facilities that may share economic support arrangements, and (ii) any load co-located with the Project, including data centers or other facilities that may consume or benefit from the Project's capacity, availability, or grid attributes.*
 - Can the Procurement Administrator provide additional contract language on whether these projects can be co-located or if they need to be stand alone?
- Topic 7: ELCC Floor
 - **Question 1 response:** is supportive of the suggestion to establish an ELCC floor. As the contract is currently written, the ELCC could go to zero, which would undermine reliability and market incentives. With customer affordability in mind, would like to engage in conversation about appropriate guardrails around an ELCC floor.

Additional comments

- Section 1.6 "Available" & 2.10 Participation in RTO Administered Markets
 - Could the Procurement Administrator include language to clarify how the system could be interconnected into the transmission system of RTO (as required under Section 1.6), but not required to participate in RTO administered markets (as noted in Section 2.10)?

- Section 1.71 “Planned Outage”...
 - Is the Procurement Administrator aware of any validations that the utilities can avail themselves of to ensure there were no planned outages in a given period? If so, can this be added into the contract for clarification?
- Section 5.1 Invoicing
 - ██████ would like to ask for the Procurement Administrator’s assistance in developing an excel document that can be published on the IPA’s website for use in calculating a monthly invoice amount. Having a uniform, published workpaper that only requires the user to drop in hourly availability and hourly prices for the month will greatly ease the administrative burden on all parties to the contract.
- Section 8.1(n) Verification of Counterparty Eligibility Status
 - As part of the bidder application process, does the Procurement Administrator anticipate requesting supporting documentation to validate a Counterparty’s eligibility status as an Eligible Contract Participant (“ECP), like the documentation requests that the Procurement Administrator performs around credit metrics in the energy procurements?
- Section 15.6 Indemnity
 - ██████ would like to raise for consideration inclusion of language that indemnifies ██████ (or at least allows ██████ to recover through rates) any expenses (including penalties) incurred in connection with a CFTC inquiry, investigation, or enforcement action arising from the characterization of the ISC Agreement as a swap.
- ARTICLE 8: REPRESENTATIONS AND WARRANTIES
 - ██████ is continuing to review language in the section with internal and external parties and would ask for consideration if language suggestions are brought forward in the next round of comments.