

From: [REDACTED]
To: [IPA.Solar](#)
Subject: [External] REC Contract amendments
Date: Tuesday, January 7, 2025 10:00:48 PM

Hello,

Below I have some comments about the proposed Illinois Shines and Illinois Solar for All REC Contract amendments published by the IPA on December 6, 2024.

I am writing solely for myself, on behalf of no entity, and just trying to focus on the internal logic of the contracts.

In general, across all the contracts, the expected process for cases of stranded customers seems to be (I am informed by the discussion in 2024 LTRRPP § 9.4.2.1.1 and the 2024-25 Illinois Shines Program Guidebook)) that where a contractual Seller / Approved Vendor is nonperforming or noncommunicative, there are two steps: **(A)** IPA effectuates a transfer of the affected Designated Systems to a separate Product Order under a Seller's existing Agreement pursuant to § 3.4 or § 3.5 (which is new in most of these amended contracts but is already included in the 2024 contracts) or Cover Sheet § 13 (2019 contracts). And then in step **(B)**, there will be a contractual assignment of the new Product Order containing the affected Designated System(s) to a different Seller contract party. With that in mind, a couple points seem unclear:

First, when might the "Stranded Customer REC Adder" box for a Designated System be checked on the new Ex. A, Schedule A and (if applicable) Ex. A, Schedule B: is it at the step where a new Product Order under the original Agreement is created ("rebatched")? Or is it when the new Product Order is transferred to a new Seller via the Assignments section of the contract? I couldn't discern that from the new contract language.

Second: if the original Seller is unavailable or uncooperative, how will IPA ensure that the original Seller executes (A) the Schedule D for the "unbatching and rebatching" and (B) the contractual assignment of the new Product Order to a new Seller? I appreciate that IPA has been dealing with this issue going back to when the 2022 LTRRPP included § 7.7.1 on this topic, so maybe more contractual authority is not needed, but I thought I would note that it seems unclear.

Unrelated to the discussion above, I also have an additional, more picayune comment. In all except the 2019 contracts, Attachment A of Schedule D of Exhibit A includes a (new or existing) paragraph contemplating the movement of a Designated System from an existing Product Order to a *different* Product Order under the same REC Agreement (*i.e.* "unbatching and rebatching"), pursuant to § 3.4 or 3.5 of the contract. But Ex. A, Sch. D, Paragraph 1 contemplates that for **all** possible cases under Schedule D, a Designated System is being removed "**from this Agreement.**" That inconsistency should be reconciled somehow.

Thanks for your consideration,
Sameer
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