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SENT VIA ELETRONIC SUMBISSION

RE: Comments on ABP REC Contract

Dear Program Administrator,

SRECTrade appreciates the opportunity to comment on the ABP REC Contract. Below are our comments on the contract contents and the administration of the contract:

Performance Assurance Return Process

We believe that the current process for returning collateral at the conclusion of a system's contract creates an unnecessary waiting period for systems to receive their collateral returns. By requiring all systems within a batch to complete their delivery schedules, a system and the approved vendor could end up waiting more than 18 months after completion before receiving the refund. For example, if a system applies as energized and starts delivering on day one but is in a batch with a system that received an energization extension up to 18 months, the entire batch would be forced to wait until that last system completed its 15-year term. This delay could be up to one year longer if the last system completed its delivery term shortly after the annual performance review.

While we appreciate that this requirement was intended to reduce the burden of returning collateral on an individual basis, we believe the batch method is not the best solution. SRECTrade would recommend allowing for collateral return requests to be made on a quarterly basis across all product orders (by counterparty). This would limit the delay to 90 days while keeping the administrative burden to a minimum.

Capacity Factors

SRECTrade agrees with the point raised by Carbon Solutions regarding the adjustment of capacity factors from P1 to P2. While we support the requirement that prevents the total number of RECs from increasing between P1 and P2, we do not believe there should be a limitation on the capacity factor itself. In the case where a system reduces its AC size but increases its DC size between P1 and P2, it would be appropriate to increase the capacity factor to achieve an accurate REC estimate. The requirement as written unnecessarily punishes systems for opting for smaller, less expensive inverters, while providing no practical benefit to the program. We recommend the rule be as simple as:

The lesser of:

- P1 Capacity factor * P1 Nameplate
- P2 Capacity factor * P2 Nameplate

Delivery Term Clarification

There still exists some confusion/inconsistency between the start of the delivery term and the first delivery year. The contract is clear that the delivery term is the first REC delivery + 15 years, but the contract start date is often referred to as "energization" or "P2 Verification date". It is not clear which of these dates is used to determine what the first full "delivery year" for the purpose of performance assurance evaluation.

We appreciate the opportunity to provide any additional feedback or comments as needed throughout the process.

Respectfully,

Tom Mackenty, SRECTrade, Inc.