

**ILLINOIS**  
**POWER AGENCY**

Long-Term Renewable Resources RFP  
Ameren Illinois

Bidder Workshop  
November 1, 2010

**LEVITAN & ASSOCIATES, INC.**  
MARKET DESIGN, ECONOMICS AND POWER SYSTEMS

## Comment Review Process

- ◆ All written comments and 10/26 workshop comments reviewed by personnel from:
  - Procurement Administrator
  - Procurement Monitor
  - ICC Staff
  - IPA
  - Ameren Illinois
- ◆ Contract changes agreed upon by all contract review participants

## Comment Process

- ◆ Please submit any comments to the changes in the Interim draft by 10AM CPT on Tuesday 11/2
- ◆ Submit comments in Microsoft Word by email to [aiurfp@levitan.com](mailto:aiurfp@levitan.com)
- ◆ Comments will be reviewed for final draft contract, which will be posted on Wednesday 11/3

## Counterparty Definition (page 1)

- ◆ Note regarding Ameren Illinois Utilities merger deleted due to merger completion
  
- ◆ Note that this will also result in changes to the form of the Pre-Bid Letter of Credit
  - New form available by 11/8 (with final contract

## Physical Delivery to RTO (page 2)

- ◆ Added language:

“The Parties agree that the energy produced under this PPA will be physically delivered to a Regional Transmission Organization.”

## Force Majeure (page 3)

---

- ◆ Deleted language:

“Force Majeure shall not apply to any Committed Unit that has not achieved commercial operation.”

## Federal Derivatives Legislation (page 6)

### ◆ Modified language:

“...such efforts to reform to include, but not be limited to, **negotiating in good faith the conversion** of the PPA to a physical delivery contract that will meet any “forward contract exception” contained in such regulations. **Such joint efforts shall also include, but not be limited to, any necessary petition or request of or filing with the ICC or IPA or other relevant governmental authority for approval of such renegotiated contract.** In the event that the Parties, through the exercise of reasonable diligence and effort **and despite their good faith efforts to negotiate the conversion of the PPA to a physical delivery contract,** are unable to reform the PPA **within such ninety (90) day period** in the manner described...”

## Payment Due Date (page 7)

- ◆ Deleted:

“Promptly following the transfer of the associated RECs from Party A to Party B as described above,…”

- ◆ Added:

“...provided further that Party B may defer payment until ten (10) Local Business Days following delivery of the RECs associated with the previous month’s invoice.”



## Consent to Assignment (page 16)

- ◆ Modified language:

“...provided that Party A has requested and obtained Party B’s consent, **which consent shall not be unreasonably withheld**, to such assignment through the execution of **a Consent Agreement in a form substantially similar to that attached as Exhibit C. As used in this section, the term “Lenders” means any entity that (i) is a source of borrowed funds or (ii) is involved in the equity (including tax equity) financing or a sale-leaseback transaction or other similar leasing agreement.**”

## Confidentiality (page 17)

---

- ◆ Added language:

“(iii) as may be required by the IPA”

- ◆ Allows utility to share contract information with IPA

## Credit Support Annex, Paragraph 4 (page 17)

◆ Added language:

**“Paragraph 4. Conditions Precedent, Transfer Timing, Calculations and Substitutions**

***Initial Notification.*** If the initial demand, after the execution of this PPA, for the Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification Time, Party B shall have ten (10) Local Business Days to make the relevant Transfer. If the initial demand, after the execution of this PPA, for the Transfer of Eligible Credit Support or Posted Credit Support is made after the Notification Time, Party B shall have eleven (11) Local Business Days to make the relevant Transfer.”

## Credit Support Annex, Paragraph 13 (page 22)

- ◆ Modified language:

“**Consent.** The Pledgor **shall not be required to** obtain the Secured Party’s consent for any substitution pursuant to Paragraph 4(d).”

## Illinois Pass-Through Tariffs (page 27)

- ◆ Added language:

“or (c) its election to accept the reduced Annual Contract Quantity contained in Party B’s notice for such Delivery Year and all future Delivery Years until such time as the Annual Contract Quantity can be either partially or fully restored as determined in accordance with subsection (1) through (3) above. The election by Party A with respect to section (a), (b) and (c) above shall be a permanent election for the term of this PPA”

## Form of Guaranty

---

- ◆ Selected changes will be presented as optional modifications with next draft on contract for discussion at 11/4 workshop

# Discussion of Other Contract Issues

---

## November 4<sup>th</sup> Agenda

---

- ◆ Review of changes to Final Draft Contract
- ◆ Appendix K
- ◆ Solar Percentage for Procurement
- ◆ Renewable Resource Budget Assumptions
- ◆ Bid Evaluation Procedure
- ◆ Other Procurement Terms / Issues