



Court Square Building  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
T 434.220.7595 / F 434.220.3712  
[apexcleanenergy.com](http://apexcleanenergy.com)

Comments from Apex Clean Energy in response to the Illinois Power Agency's request for stakeholder feedback on its upcoming Indexed REC IRP can be found below in **bold**.

**As a leading independent renewable energy company, Apex develops, constructs, operates, and owns clean energy assets across North America. To date, Apex has commercialized dozens of utility-scale renewable energy projects, including five in Illinois. With a robust portfolio of wind, solar, storage and distributed energy resources, Apex is well-positioned to participate in upcoming IPA procurements.**

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Topic 1: Project Maturity Requirement

**The proposed project maturity requirements are acceptable.**

Topic 3: Election of Index Price by Seller

**Apex Clean Energy has some initial reservations about this proposal, as it *may* have unintended consequences in the event of a major divergence in real-time prices between PJM-NIHUB and MISO-IL. Should the IPA keep its proposal to grant the Seller the ability to select its real-time market price, the Seller should be allowed to change that election during the contract to account for this uncertainty.**

Topic 4: Hourly Generation Data to be provided by Seller

**Apex Clean Energy is open to an obligation for the Seller to test the project meter annually (or as often as required by the applicable ISO). The Seller could notify IPA in advance of such tests and allow the IPA to have a representative present to witness the testing (provided such representative complies with the safety rules/regulations on the project site).**

#### Topic 5: Standing Order

**Apex Clean Energy does not have an opinion on this matter but does not have any concern with automated transfers of RECs, to the extent allowable in M-RETS or GATS.**

#### Topic 6: Forward Price Curve to establish the Annual Payment Cap

**Apex Clean Energy has significant concerns about the imposition of an Annual Payment Cap and agrees with the IPA's stated concern about the adverse impact this would have on future procurements. From a project finance perspective, the concept of an annual payment cap significantly detracts from the appeal of an indexed REC contract. The intent of an indexed REC is to provide a Seller (and their financiers) with greater revenue certainty for a project, thereby reducing the cost of capital, and reducing the overall cost of the delivered RECs.**

**The proposed indexed REC contract would have a tenure of 20 years, but under this proposal would be subject to an unknowable cap that would change annually. While we use various industry-standard, third-party price curves to build the cost and revenue assumptions needed to formulate a strike price, these assumptions are necessarily made on the front end when entering a project into an IPA procurement event. We will not be able to predict a changing Annual Cap for future contract year based on the forward curve used when calculating the strike price, nor is it assured that we will use the same price curves that the IPA will use to determine the Annual Payment. We believe this will be viewed as an insurmountable risk by the project finance community. An annual payment cap will have the effect of pushing many, if not all, of the near- and mid-term utility-scale wind and solar projects in development in Illinois toward VPPAs with the corporate sector.**

**For these reasons, we would ask the IPA to discard the concept of an Annual Payment Cap in its entirety.**