

IllinoisPowerAgency Spring 2019 Procurement Events

Invitation to Comment on Proposed Changes to the Draft (AIC) Capacity Agreement Procurement of Capacity for the Ameren Illinois Company Portfolio

Invitation to Comment

On September 28, 2018, the IPA submitted its Procurement Plan (“Plan”) to the Illinois Commerce Commission (“ICC”) in compliance with Public Act 095-0481 (the “Act”), which includes the Illinois Power Agency Act (“IPA Act”). The ICC issued its Order with regards to the Plan on November 26, 2018. The IPA issued a final Plan to conform with the ICC’s Order on January 4, 2019. The Plan provides for the procurement of capacity for Ameren Illinois Company (“AIC”). The Spring 2019 Block Energy and Capacity Request for Proposals (“BEC RFP”) targets 25% of the 2020-2021 planning year forecast requirement and 12.5% of the 2021-2022 planning year forecast requirement for AIC. (While the procurement of capacity is for AIC only, the BEC RFP also will solicit bids for energy blocks for AIC, Commonwealth Edison Company, and MidAmerican Energy Company.)

The Procurement Administrator invites interested parties to submit their comments on the proposed changes incorporated into the Draft (AIC) Capacity Agreement. A separate invitation has been issued to solicit comments on the proposed changes to the energy contracts.

The Procurement Administrator is proposing to use the 2018 (AIC) Capacity Agreement with minor changes. Comments are solicited on proposed changes that have been made relative to the previously used 2018 (AIC) Capacity Agreement only and not on the entire contract.

Timeline and Process

The Draft (AIC) Capacity Agreement has been issued as a Microsoft word document for interested parties to submit their comments. Those paragraphs and sections with minor changes are unprotected and highlighted in yellow.

The timeline and process for interested parties to provide comments on the proposed changes for the Draft (AIC) Capacity Agreement are as follows:

- Please submit your comments with tracked changes in Microsoft Word on the Draft (AIC) Capacity Agreement.
- You may submit additional comments or explanatory notes in a separate document or via email.
- Please submit your comments to the Procurement Administrator by e-mail at Illinois-RFP@nera.com
- Please provide telephone and email contact information in the event that the Procurement Administrator seeks clarification regarding your comments.

The deadline to provide comments is 6 PM CPT on March 13, 2019.

Please direct any questions regarding this comment process to the Procurement Administrator at Illinois-RFP@nera.com

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Proposed Changes

All proposed changes as numbered below are provided for the convenience of interested parties in an attachment to this document. A summary of the proposed changes from the previously used 2018 (AIC) Capacity Agreement is provided below.

Proposed Changes		
Proposed Change	Section	Nature of Change
1	Notices	Updated contact information
2	Notices	Deleted facsimile fields
3	Execution in Counterpart and Imaged Agreement	Replaced facsimile with electronic means of communication
4	Signature Pages 1 and 2	Updated date
5	Form of Guaranty	Replaced facsimile with electronic means of communication
6	Schedule 2 to the Form of Guaranty	Replaced facsimile with electronic means of communication
7	Standby Letter of Credit Option 1	Replaced facsimile with electronic means of communication
8	Standby Letter of Credit Option 1	Added a term related to effecting a draw by electronic means
9	Standby Letter of Credit Option 2	Replaced facsimile with electronic means of communication
10	Standby Letter of Credit Option 2	Added a term related to effecting a draw by electronic means
11	Letter of Full Transfer	Deleted facsimile field
12	Letter of Full Transfer	Updated date field

Changes 1, 4, and 12 are administrative in nature and they do not modify the terms of the (AIC) Capacity Agreement. As such, the Procurement Administrator does not expect comments from interested parties in regard to these proposed changes.

Attachment to Invitation to Comment

All proposed changes are provided below for the convenience of interested parties.

1 and 2:

All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, ~~facsimile~~ via electronic means or other documentary form. Notice shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or overnight courier shall be deemed to have been received one (1) Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith:

SELLER

[Winning Bidder]
("Party A")

All Notices:
Street:

City:

Attn:
Phone:
~~Facsimile:~~
Duns:
Federal Tax ID Number:

Invoices:

Attn:
Phone:
~~Facsimile: n/a~~
Email:

With a copy to:

Attn:
Phone:
~~Email: Facsimile: n/a~~
~~Email:~~

Payments:

Attn:
Phone:
~~Facsimile:~~

BUYER

Ameren Illinois Company d/b/a Ameren Illinois
("Party B")

All Notices:
Street: ~~1901 Chouteau Ave.~~ 10 Executive Drive MC-
~~1301 910~~

City: ~~St. Louis, MO 63103~~ Collinsville, IL 62234

Attn: Power Supply Acquisition
Richard McCartney

Phone: ~~(314) 613-9181~~ (618) 301-5204
~~Facsimile: (314) 206-0210~~
Duns: 00-693-6017
Federal Tax ID Number: 37-0211380

Invoices:

Attn: ~~Richard Gordon~~ Derek Langenhorst
Phone: (314) 554-~~2167~~ 6380
~~Facsimile: (314) 206-1387~~
Email: ~~R.Gordon~~ dlangenhorst@ameren.com
rbennett@ameren.com

With a copy to:

Attn: Power Supply Acquisition
Email: dlpowersupplyacquisition@ameren.com
Phone: ~~(314) 554-2779~~ (618) 301-5299
~~Facsimile: (314) 554-3639~~

Payments:

Attn: Sam Cassmeyer
Phone: (314) 554-4287
~~Facsimile: (314) 554-6328~~

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Wire Transfer:

BNK:
ABA:
ACCT:

ACH Transfer:

BNK:
ABA:
ACCT:

Credit and Collections:

Attn:
Phone:
~~Faersimile:~~
Email:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:
Phone:
~~Faersimile:~~

Wire Transfer:

BNK: []
ABA: []
ACCT: []

ACH Transfer:

BNK: []
ABA: []
ACCT: []

Credit and Collections:

Attn: ~~Daniel Deschler~~ [Tim Moloney](#)
Phone: (314) ~~554-3540~~ [613-9139](#)
~~Faersimile: (314) 554-3639~~
Email:
DLAICCcreditRiskManagement@ameren.com

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: President & CEO
Phone: []
~~Faersimile: []~~

3:

This Confirmation Agreement may be executed by the Parties in multiple counterparts and shall be effective as of the date set forth above when each Party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each Party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by ~~faersimile~~, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person. Any original executed Confirmation Agreement, or other related document may be photocopied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Confirmation Agreement, if introduced as evidence in automated ~~faersimile~~ [electronic](#) form, the recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, this Confirmation Agreement or the Imaged Agreement (or photocopies of the transcription of the recording, the Confirmation Agreement or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

4 (Signature Page 1):

[Winning Bidder]

By: _____ Date: _____
Name:
Title:

Ameren Illinois Company d/b/a Ameren Illinois

By: _____ Date: _____
Name:
Title:

[SIGNATURE PAGE TO ~~20~~— AIC/ _____] 2019 SPRING CAPACITY CONFIRMATION AGREEMENT]

4 (Signature Page 2):

[Winning Bidder]

By: _____ Date: _____
Name:
Title:

Ameren Illinois Company d/b/a Ameren Illinois

By: _____ Date: _____
Name:
Title:

[SIGNATURE PAGE TO ~~20~~— AIC/ _____] 2019 SPRING CAPACITY CONFIRMATION AGREEMENT]

5:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received).

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6:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence~~, that ~~telefacsimile~~ the electronic communication was received).

7:

This Letter of Credit shall expire on_____. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by ~~facsimile transmission~~ electronic means to _____ Attn: _____ that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to you at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

8:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number:_____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number: _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

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9:

This Letter of Credit shall expire on_____. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by ~~facsimile transmission~~electronic means to_____ Attn: _____that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to you at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

10:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number:_____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number:_____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

11:

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

(Print Name of First Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number/~~Fax Number~~)

SIGNATURE GUARANTEED Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

12:

LETTER OF FULL TRANSFER

_____, ~~201~~20__

[TRANSFEROR]