Illinois Power Agency
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Workshop 2: Post-Award Indexed REC Process Second Workshop: Contract Terms that Stakeholders Would Like To Be Negotiable Post-Award

AGENDA
August 26, 2024

1. Introduction
   a. People (IPA, NERA, Others)

56 participants: Apex Clean Energy, EDP Renewables, Emeren US, Ameren IL, REV Renewables, Earthrise Energy, AES, Cordelio Power, ComEd, RWE, Clean Grid Alliance, Invenergy, Selenium Energy, NextEra Energy, NYSERDA, Vistra, Hawk-Attollo, EDF Renewables, Birch Creek Energy, Ranger Power, Illinois Commerce Commission

   b. Recap on Indexed REC and Workshop Process
      i. Why is the IPA holding these workshops?
      ii. What will the IPA do with the information shared during the workshop?

IPA wants to improve the Indexed REC procurement process for all parties involved through this workshop process. IPA wants to be aligned on what we're seeing in the market with the players in the market while maintaining the integrity of the competitive procurement process.

      iii. Option to submit confidential information or public feedback
2. Workshop Logistics
   a. Workshop Format

IPA wants these workshops to be conversational so we can gather information for any process improvements. IPA will hold 3 more workshops after today and will post recording and notes of each workshop with a goal that a proposal will be included in a compliance filing with the ICC in February 2025.

3. Discussion Topic: Contract Terms that Stakeholders would like to be negotiable post-award
   a. Strike Price – What should be the drivers for requesting a change in strike price post-award of an Indexed REC contract?
      i. Should there be a ceiling and/or a floor to the allowed change in strike price post-award?

Bram, NYSERDA: For our Indexed REC contracts, NYSERDA purchases RECs directly from the project owner. We don't employ a price floor at this time, and we reserve the right to reject bids if they don't have a viable plan to proceed to construction at the price they submit. NYSERDA employs a ceiling. NYSERDA is the counterparty purchasing RECs in Indexed REC contracts. NYSERDA does not employ a price floor and reserve the right to reject bids.

Chris Kunkle, Apex: Generally supportive of some level of renegotiation of price and need to be very careful how that's done and have specific, narrow allowances specifically related to tariffs. We want to avoid a situation where some companies underbid because they know they can renegotiate a higher contract. Our concerns are mainly around the terms and conditions that are unique to these contracts that are sticky problems with lenders.

Chandrika: We want to maintain the integrity of the initial procurement, ideally with an objective source of data to trigger renegotiations. There are multiple ways to tackle this—very specific triggers that are the only things that would open the renegotiation, like the pandemic or supply chain disruptions. That's not a single developer facing these issues, that's more of an overall market challenge.

Elizabeth, CGA: what do we mean by ceiling/floor?

Chandrika: Regarding the floor, the question is, should the change in external factors be great enough to say there should have been a buffer in the initial price? Regarding the ceiling, if the factors have changed, such as NE OSW where costs have 2-3x the contract price, does rebidding make more sense than renegotiation. So, we mean what thresholds need to be triggered for renegotiation to make the most sense.

ii. Should the strike price be indexed to an inflation index?
   1. If yes, which index?

iii. Should agreed-upon industry data sources for cost inputs be considered?
iv. Should only specific cost inputs trigger a change in strike price?
   1. Component costs?
   2. Labor costs?
   3. Interest rate?
   4. Interconnection Costs?
   5. Any other cost inputs that should be considered?
   6. If no, why?

Chandrika: Are there agreed-upon data sources that we should be thinking of when we think about costs?

Jeff Ferry, Vistra: Headed down the right track thinking about material cost changes. Some standardized 3rd party may be helpful. Bureau of Labor statistics may include some information regarding inflation factors around various costs. Tariffs may also be helpful. Maybe there is national data that would include industry specific numbers to find common data/indices and could look at how it's impacting the entire industry and development in IL and could maybe divide it up by utility-scale compared to brownfield procurements and other types of procurements.

Chandrika: Other than NREL, are there data sources that everyone agrees is a good representation of component and labor costs, and developers think are representative of their businesses (i.e., and of what the industry is seeing? I.e., NREL? Bloomberg?

Chandrika: Some of the states are now indexing their strike price to different inflation indices. Is this a strategy folks have participated in and did they like this strategy? NYSERDA, have you heard feedback on the index that was chosen?

Bram Peterson, NYSERDA: It varies depending on the firm proposing to build the project. In recent solicitations, have used public indices related to PPI and there are other indices that can be used to adjust strike prices between the time of the bid and commencement of construction activities. There has been interest in more bespoke indices that capture more of the volatility of the market and components to build these projects.

Chandrika: If IL were to implement a similar strategy as NYSERDA, is this something folks would want to see?

Ed, Apex: At high-level, at least at the up-front stage of bid process it doesn't hurt for developers to have 2 options whether it's bidding in at a firm price or bidding in a price that would subject itself to an inflation mechanism that would adjust to the point that the project could reach financing milestone allowing developer to lock-in financing. Having options is not a bad thing for developers. To the second point, if developer did not bid with the inflation mechanism, whether they should have the option to apply it later is a trickier question.

Chandrika: back to NYSERDA, I understand the strike price just adjusts based on the time of inflation. Can you talk about that?

Bram Peterson, NYSERDA: It varies by program. Offshore wind bids have much longer timeframes from bid to construction. They are now indexed by default. For land-based procurements (wind and utility-scale solar), there is an option to submit a bid with or without the PPI index. Developers have been interested and have submitted bids with this option. Part of the reason here today is to improve NY's process as well and interested in what everyone else has to say. Both whether indexed process and giving folks an option to select an index.

Chandrika: Our 3rd workshop will look deeper at other states' models and what indices have been chosen. But for now, trying to assess whether indexing is something others want—whether to have this option or not?

Elizabeth, CGA: Have a follow-up question for NYSERDA regarding the timing differences for offshore wind contracts and the on-land?

Bram, NYSERDA: the offshore wind contracts that are eligible to bid into the solicitations are in various stages of pre-development but are still years away from being able to commence construction. Have not yet received bids but expecting perceived in-service dates to be a minimum of 5+ years. For land-based solicitation, it's a requirement to enter service by 2029 but have estimated in-service dates as early as 2025-2026.

Elizabeth, CGA: Some of the difficulty of having this conversation is the devil in the details. Without knowing whether we're headed, it's hard to answer questions about how a ceiling or floor should be set. What's the alternative to this process?

Chandrika: The alternative is the process stays the way it is. What we're trying to do is be proactive to the feedback we've received so we can come up with a plan together under the law that guides our process, to propose changes to the ICC for approval. Trying to gather feedback on what people want to see. We have a hard time proposing changes to the ICC if we don't have feedback in these forums. Hoping we can come up with a plan together based on what people want.

Chandrika: What costs most impact strike price? What other cost buckets should we consider, and if no other cost buckets, what are the categories listed that impact your costs?

Alejandro Aixala: What if there is a regulatory or legal change that impacts the cost in some way? Such as a fee or impact on land cost? Seeing throughout the country what impacts lead to a project having to move. Regarding inflation indexing, our team would be open to that idea. Cannot speak to data sources or indices but can go back to our team if that is something we want to look at.

Chandrika: Thank you for this feedback on regulatory changes. We are hoping folks can let us know what cost buckets that you've seen that have majorly shifted in your project and define your price to an extent (i.e., component costs, interconnection costs) so that if we were to come up with a plan, we would know which cost buckets.

Eamon Perrel, Apex: It depends on how far in advance the IPA is wanting people to sign their contracts. In 2021-2022 when inflation hit, a lot of folks pivoted away from signing PPAs early and generating backlog to waiting to when they could better pin down their costs rather than binding their projects to PPAs. This seems like a healthy behavior that better ensures PPAs will come online. More of the changes we're seeing now are project-related rather than macroeconomic, such as road upgrades within the county and affected systems are something that can pop up last-minute. Tariffs are also something we're seeing that is more macroeconomic, but the question is how much you want to incentivize early bids where people may be able to rely on some cost adjustments to de-risk their PPAs rather than waiting on actual costs.

Chandrika: Pulling in Ben from NERA, with the way procurements are run, what are the absolute minimums that a project needs to have in order to be awarded in Indexed REC contract right now?

Ben Chee, NERA: The question here deals with project maturity and the primary and main project maturity requirement under the Indexed REC procurement process is site control. We are looking to see if you have secured sufficient project site as an indication of project viability.

v. Should there be a minimum increase in cost to trigger a change in strike price?

Chandrika: Is there a minimum increase in cost that should trigger a change in strike price? What cost increase percentage would be triggering of a price adjustment? If anyone can share estimates of what these would be, that would be helpful.

Dom Garetto, NextEra: We would contemplate that you want a relatively low threshold which allows people to give their best bids, and you don't want the administrative hassle of a tiny increase. For example, 3-5% rather than 10-20% because otherwise you're asking people to price in quite a bit of risk into their bids for an eventually that never happens and then customers are overpaying.

Doug Stinner, RWE: I echo that sentiment as well.

vi. Are there indices that track changes in above cost items?

Chandrika: Are there specific indices that track these cost buckets? If yes, should those be used for requesting a change in strike price post-award?

Dom Garetto, NextEra: Has any discussion been had around using an independent engineering entity that provides an evaluation that's tailored to projects in IL of the scale and technology we're talking about that can be closer to the specifics to the situation that the average bidder is going to be addressing rather than a broader index? Maybe a few independent evaluators could help work with the program/procurements.

Chandrika: When we're looking at cost-effective solutions, an independent evaluator may not be the route. We are hoping for a bunch of indices together that could cover these cost indices for us that we could reference to give us a detailed look into what parties are seeing.

Jeff Ferry, Vistra: When it comes to labor costs, the state publishes prevailing wage rates regionally which would be another source.

Brenda LeMay: The largest cost for any renewable project is the capital cost and largest capital cost is equipment. Not sure that any of the indices capture these pieces, and these become public later and are highly negotiated with a lot of market power that gets exercised on both sides. So anything we can do to reflect that would be big. While Labor is also a big piece, capital costs are the #1 item.

Chandrika: Which 3rd party reflects the equipment costs most accurately?

Brenda: this is the hardest thing to capture based on market dynamics. Will ask colleagues what they refer to, but there are a lot of levelized cost of energy report such as Lazard's report and Lawrence Berkeley Lab that captures recent history.

Doug Stinner: If you look at NY proceeding for renegotiation, ACE NY submitted a proposal that was developed by a consultant that essentially creates an index on these component prices and interest rates. There may not be one single index out there but it could be created.

vii. Should tariffs on components trigger a request for change in strike price?

b. Force Majeure Events
   i. Which Force Majeure Events should be included as a trigger for requesting a change of the Indexed REC contract?

Ben Chee, NERA: For purposes of a particular strike price, the current force majeure provisions do not provide for strike price adjustments. The IPA Indexed REC contract does have a termination for convenience clause in Section 4.2(d) which deals with how to terminate contract if you cannot move forward based on the economics of the project. Provisions of force majeure cover two areas: 1. Dealing with development of the project; and 2. The delivery of the RECs once the project has started operation. For this call, people are more focused with development portion, which usually requires an unforeseen development or an Act of God (i.e., tornado or hurricane that rips through wind or solar farm). If it does not destroy the installation, then there is usually a suspension period for which we will excuse or extend the development timeline. In general, there are a lot of different flexibilities built in to extend the development timeline. There just isn't any force majeure event at this time that would trigger a strike price adjustment.

Chandrika: Are there certain force majuere events that you think are not captured that should be in there and have a trigger for adjusting strike price or even renegotiation of the contract, not necessarily price only?

c. Others
   i. Is cancelling a current Indexed REC contract and rebidding in a future IPA Procurement Event a more optimal path than renegotiating a current Indexed REC contract?

Chandrika: Would people rather have a rebid in a future procurement, such as what we saw in northeastern states? Would this be more fair even if there is an added administration process?

Jeff Ferry, Vistra: We don't strongly feel one way or another. This is an interesting question because you could see certain circumstances where rebidding would be more efficient, but parties have that option now where you can cancel your project and opt to participate in a future procurement. One question I have is do we have a good sense whether rebidding would delay development of certain projects because in certain respects you're starting over again as opposed to a contract renegotiation which may allow a project where a part has spent a lot of money to get the project to a certain point, run into snags, and at a certain point with a renegotiation be able to proceed more quickly than the time it would take to go through a new procurement process on a rebid?

Ben Chee, NERA: In response to Jeff, when you do cancel and terminate your contract and rebid, there is nothing that stops the counterparty from proceeding on the same timeline. What we usually offer is flexibility on the backend if you need to extend the development timeline, we have that. But if you are proceeding on the original development timeline and want your project to be operational so that your project gets payment, that is actually encouraged and there is nothing in the contract that stops that.

Doug Stinner, RWE: If you do terminate a contract, isn't there a possibility that you could be barred from participating in future procurements for 2-3 years?

Ben Chee, NERA: This is something in the IPA's 2024 Long-Term Plan (Section 5.7.2) talks about someone who willingly defaults by not transferring the RECs to the counterparty and selling the committed REC to a third party. The 2-year participation suspension was provided in a time before there was the standing order mechanism in our Indexed REC Contract. The standing order mechanism prevents economic gaming by the seller counterparty choosing whether or not to transfer RECs to the buyer counterparty. As such, the 2-year participation suspension does not apply if your project is no longer economic to develop and you decide to terminate your contract (and forfeit the collateral thereunder) in order to rebid your project.

4. Other Challenges with Current Contract Terms
    a. Shortfall years and cures
        i. Current provisions in the contract
        ii. Are these provisions sufficient?

Chandrika: Talking about some of the other contract terms where the IPA has heard particular feedback, and we have implemented through the 2024 Long-Term Plan, including how we publish how many RECs to purchase, what goes to meeting our RPS goals, and budgets. Updates to all of this is in our Long-Term Plan that we put out every two years, and our next plan will be out in 2026 (will release for public comment in August 2025). Ben can discuss what has been requested and what has been implemented, such as contract terms for shortfall years and cures, and whether the provisions in the 2024 Long-Term Plan are sufficient and whether people are requesting more flexibility.

Ben: Currently we are holding firm to the quantity bid through the procurement process. So when you bid 100,000 RECs per year on an annual quantity annualized basis, we want to see those RECs come in subject to any degradation factors that may adjust the requirements. What we mean is that we don't want to see speculative bids where folks bid too high a quantity with no ability or intention to fulfill under the contract. We want to know that developers have some way to meet the annual quantity. And we have some flexibility for bad years, which we have tried to calibrate based on various comment processes and stakeholder input that we have received over the years. What we want to address is chronic underperformance under the contract. We have build in flexibility to help developers through bad years. At this time, the contract provides that once the project is energized and deliver RECs through the standing order, then to trigger an event of default, you must have missed 5 or more years (the 5 years do not need to be consecutive) and the aggregate shortfall amount must equal or exceed the annual quantity. This is a shift and provides for increased flexibility from prior years where we had looked at only 3 shortfall years to trigger an even of default. Other flexibilities include things like the excuse of any shortfalls in the first two full delivery years, where any failure to meet the delivery year requirement will not constitute a shortfall amount. Also, for utility-scale solar (including brownfields) there is an ability for developers to designate your own degradation factor up to 1%. Another point is there is no prohibition under the contract for size changes. For example, if a 20MW system is proposed and a 22MW system gets built, that is entirely up to the developer who has the flexibility under the contract to do so. Other things that allow for managing shortfalls is there will be good years and bad years and while developers cannot be short every year, in the years that you are long, you are able to use those RECs to cover prior shortfall years. You can always make a manual transfer to the buyer counterparty to reduce the shortfall amounts in the past. We also allow for the acceptable vintage years to include an additional month so it's not really a 20-year contract, it's 20 years and one additional month contract for you to be paid of additional RECs and to make up any shortfalls if needed so you're not unduly penalized when there are bad years.. The posture is we have truly built in flexibility, not to penalize for shortfall years, but want to make sure the process respect that steps of a competitive procurement.

Erika Haug, Apex: Thanks Ben. We understand the contract, and we're coming at this with the perspective that we don't have a number of widgets we can deliver under a normal procurement. This is a non-dispatchable resource. When we bid a volume, we generally look at the 20-year probability of delivering a certain quantity. (Audio cut out…)

Brenda LeMay: Ben, these changes are helpful but what they end up doing net at the end of the day is essentially making it an as-generated contract within a certain band and yet it has all the complexity of account for a fixed volume subtracting. I think there are easier ways to accomplish what we're trying to accomplish and it's an administrative burden for everyone involved with the way it's being done.

Chandrika: Off the top of your mind, Brenda, is there an easier way that you could recommend or suggest?

Brenda: Yes, just have the contract be for whatever the volume is being bid but don't have to account for deltas within a certain band above or below that. Meaning, developers comply if they're producing 80% or 120% of what they bid. The concept is that it is an as-generated product and you're bidding a certain volume, and you don't want people to game that volume, and I think that every utility contract from the 2000s-on have a concept in there that basically tries to avoid or prevent gaming but there is a cushion because the resource is not a firm resource. So what you can put onto the developer is maintaining the project but putting the resource risk onto the project and then giving flexibility later creates an administrative burden later. This is doable but overly complex.

Kenton Harder, Earthrise: Coming back to the nature of what is an intermittent, non-dispatchable resource, and using a dated 20-year probability of what generation will produce, the challenge is when you think about those probabilities, you have to use a probabilistic curve or P values. When bidding in, developers want to build in the most optimistic case. The challenge is when looking for more certainty, specifically when using 3rd party financing, financiers want much higher certainty, nearly 100% accuracy. And what that implies is essentially a 15% haircut on P50 generation while PPAs are only allowing for a 5% threshold of default. So there's an immediate conflict right there as lenders who only have downside risk want to make sure volumes are accurate and certain. It's going to inherently produce lower generation. And so, while I understand the need to protect this competitive procurement and ensure developers are producing the highest quantum for what they're bidding in, the challenge is that for those companies that need to rely on 3rd party financing, it's a downside risk. There is just some inherent conflict with what lenders require compared to what is in contracts today.

Chandrika: Thank you. I don't know that we can do about this today, but highly encourage including these comments as stakeholder comments when the IPA develops its 2026 Long-Term Plan in the summer of 2025.

Chris Kozlowski: To echo what Chris says, as we're with the same company, outside of commenting on the next Long-Term Plan, would this be something that could be ripe for negotiation post-procurement within the scope of what the IPA is doing now?

Chandrika: I don't think this is the contract term that necessarily is something that is triggered by market factors or by volatility or other market challenges. The reason we are still talking about it is because we could use feedback in general, this is something that does give people heartburn. While I don't think shortfall years is necessarily a lot impacted by market factors where one would change from let's say, 2021 to 2024, and this is something we still value your feedback on, I think the better path to implement these kind of contractual changes and structural changes is probably through the long term, but I'm happy to take it back and see internally what the thought is on this.

Chris Kozlowski: From a market perspective, I think under the Indexed REC contract, the first projects are going through the financing process now, so I would suggest this is based on market feedback, while not a Covid-like or inflation-like existential input into what's happening with supply chains, I do think this is based on financing market feedback and it's a function of timing relative to that these are the first projects being financed and subject to this constraint.

Chris Kunkle: I would like to reiterate that last point. I think we need to take a step back and think about the point of these contract renegotiation workshops at the highest level. The point of this is to respond to market feedback on this product with a goal of meeting the State's clean energy targets. What needs to happen to ensure the success of CEJA, the RPS, and the clean energy targets for the state of Illinois. Sure, we can have this conversation in the context of comment on the contract or comment on the Long-Term Plan but at the end of the day, this is something that we at least as one bidder, but it sounds like others as well, are running into repeatedly with financing parties as we are now taking these projects to market from the lending standpoint. This is the market responding to that, giving us information that we didn't have during the last round of the Long-Term Plan. If this isn't resolved through these workshops, then we will have that conversation through the Long-Term Plan, but coming back to the whole point is to ensure the success of CEJA. And regardless of what venue that conversation is happening in, this is a very fundamental issue with these contracts, so the sooner we can address it collectively, the better off we're going to be, the better participating you're going to get in future procurements, and the better likelihood of success in CEJA overall.

Chandrika: Thanks Chris. I agree which is why this is still on the agenda. I'm not saying this isn't something we're willing to hear you on, though seeing the time, my question comes to agenda #5.

b. RPS Budget
    i. Overview of Illinois' RPS Budget
    ii. What can the IPA do without a legislative change to the structure of how RPS funds are collected and spent?
    iii. Restrictions around what the IPA has authority to change with respect to the RPS Budget
        1. Between now and next Long-Term Plan
        2. Through the next Long-Term Plan update

5. Case Study – Experience renegotiating a contract in another state

Chandrika: We didn't have volunteers willing to talk about renegotiating or negotiating in other states, but this seems like the right place to ask what is different when you're contracting in other states or a bilateral contact, and how does that contract language look different that you don't run into these issues in other states or with a bilateral contract?

Chris Kozlowski: I can't speak to other states, but with respect to bilateral contracts, I think that's slightly more sensitive. I think that, in general, you would see an ability to make up potential shortfalls to the requirement and to make a cures to the default replacement RECs could be one mechanism. This is more sensitive, and we could potentially submit something confidentially to answer this.

Chandrika: Apex submitted questions regarding shortfalls and REC quantity, would you mind raising those questions now and Ben and others could respond to that?

Eamon Perrel, Apex: Most of the PPAs we work on have availability guarantees versus energy guarantees. That being said, there are energy guarantees out these in the industry, especially more in solar than in wind, but oftentimes you have some mechanism to cure those so if something goes wrong, you have an opportunity to fix it before the contract is completely terminated. I think in the IPA contracts, the concept of the cure is a bit vague. Perhaps this is an area that could use further definition to clarify exactly what the opportunities are to cure that situation.

Chris Kunkle, Apex: Most of our questions have been answered. On the last point around the concept of mechanical availability versus a production guarantee, and the other one we had submitted goes back to the conversation around force majeure and whether or not there could be a carveout for a serial defect of, again, going back to the point of mechanical availability, I supposed.

Chandrika: Thank you, and if you feel these questions are not covered, by the end of the workshop we will try to formally answer those questions.

Eamon: The other item that I'm not sure we covered was the ability to adjust the annual quantity perhaps a couple of years in advance of procuring equipment, especially for wind, but perhaps for solar as well. It could be explained through either a change in the technology or something that happens that restricts the size of the project during development… that could be one area where you could allow for some post-contract negotiation.

Chandrika: I'm hearing that you would like to see some adjustment on the annual REC quantity, which seems like it's a provision in the NYSERDA contract. Ben, do we have any adjustments currently?

Ben Chee, NERA: In response to Eamon's point and earlier someone asked about having a simpler way to do things, I will offer two quick comments: 1. In terms of quantity of adjustments, we hold firm on the annual quantity that you bid on. We have to do that to protect the integrity of the procurement process. But we do allow for flexibility on size changes as well as flexibility for you to readjust something called a Project Committed Percentage under the Indexed REC Contract. Right now, the project that you propose, you do not need to bid 100% of your project. So as you develop your project and you're closer to energization, you could finetune that percentage to fit what you believe would get you to the quantity that you're supposed to deliver. For example, if your bids assume a REC annual quantity based on 70% of your project's output, but closer to energization you believe that 75% of the project's output would get you to the quantity that you are supposed to deliver, you can provide notice under the contract to indicate the Project Committed Percentage to be 75%. The Project Committed Percentage is required to be indicated when your project is energized and prior to the establishment of the Standing Order. Plus, the fact that there are some flexibilities around how you can make changes to your size without penalties downstream, as well as how you accommodate shortfall years. In terms of the other question about making things simpler, I hear what you're saying. There is some language in the legislation that tells us exactly how we are to calculate some of these index calculations, and we are trying to be faithful to the language of the law and as well as how we design the procurement process, and how we calibrate them to be faithful to the design elements they're in. I hope that helps you understand the challenges on our end as we hear what you're saying and trying to implement them based on the parameters and the limitations that are provided to us.

Kenton: Thank you, Ben. Listening to the solutions around shortfall years, have you ever considered the fact that these are intermittent resources and by limiting an event of default to roughly 5% of production and annual quantity. Have you considered maybe that this is asking the developer to take on what would be considered a weather risk? Because if there are numerous years in a row where you're underperforming, the asset is available and ready to produce, but if there is no wind, this is something we cannot control. How has the IPA thought of this, when the developer has the asset that is ready to produce but cannot control the weather, specifically when it comes to protecting the RFP process and the integrity of it?

Ben: Thanks for this question, Kenton. You're asking a calibration question here. We are very open to receiving comments on calibration. The contract is currently out for comments. To the extent that it is not something that is prescribed in the Long-Term Plan at this time, we are open to hear how you may calibrate slightly differently. We base the contract requirements from feedback from commenters and industry participants. We review who is making the comments and what they're asking before we implement them. So the output of all of these is from forums such as this so the more we hear on how we should calibrate, this gives us insight into what would be an applicable way to think about these shortfall issues.

Kenton: it sounds like this would be more of a discussion for future contracts not existing ones?

Ben: Yes.

Chandrika: On that note, the processes we are talking about, especially for post-award renegotiation, this is all for future ones and does not apply to existing contracts or to procurements that are underway currently.

Chandrika: Regarding the RPS budget, I don't think we have enough time (with 5-10 minutes remaining in this workshop) to go into this topic, but I do foresee this as a larger topic of discussion so it might make sense to discuss this item during our 3rd workshop. Our RPS budget is outlined in Chapter 3 of the IPA's Long-Term Plan so it's better if everyone has a look at that before our next workshop.

https://ipa.illinois.gov/content/dam/soi/en/web/ipa/documents/final-2024-long-term-renewable-resources-procurement-plan-19-apr-2024.pdf

6. Questions Submitted in Advance of the Workshop
7. Future Workshop Topics and Workshop Dates
    a. September 30th- We will be comparing and contrasting other state models of what works and what doesn't work, so if you have experience, we are taking lessons learned if folks have feedback on these other states that we can implement here.
8. Next Steps After the Second Workshop
    a. Posting of Workshop Summary
        i. IPA will post the notes and recording from this workshop, and will post the Q&A from this workshop and the first workshop
    b. Third Workshop Details – Topic, Agenda, and Date
        i. Expect our agenda and registration a week before the next workshop.