

**UTILITIES CONSUMERS' GROUP  
(UCG)**

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 7**

2

3 **THELP has hired SNC Lavalin to provide Owner’s Engineering**  
4 **services for THELP’s Plant, and is undertaking contractor**  
5 **selection as required for Project equipment procurement,**  
6 **installation and construction.**

7

8 **THELP is responsible for all AEY and YEC system upgrade costs**  
9 **needed to connect the Project to the YIS.**

10

11 **Final scoping for these upgrades (with planning level cost**  
12 **estimates) is to be included in the Buyer- AEY System**  
13 **Interconnection Study Report that is currently being concluded as**  
14 **part of the Interconnection Agreement between THELP, YEC and**  
15 **AEY.**

16

17 **QUESTION:**

18

19 a) How much will the Buyer-AEY System Interconnection Study and Report cost  
20 ratepayers?

21

22 b) How much will the Interconnection Agreement between THELP, YEC and AEY  
23 cost ratepayers?

24

25 **ANSWER:**

26

27 **(a)**

28

29 There are not separate Buyer-AEY System Interconnection Study and Report costs. As  
30 noted in the above referenced quote from page 7 of the submission, there is a single  
31 Interconnection Study Report attachment to the Interconnection Agreement. Please see  
32 the response to YUB-YEC-1-43(b) for details on costs. All Buyer-AEY Interconnection  
33 Study Report costs will be paid by THELP, not YEC or AEY. There will be no cost to  
34 ratepayers for this work.

1 **(b)**

2

3 Please see the response to YUB-YEC-1-43(b) for details on costs. Each party will pay  
4 their own negotiation costs; YEC will apply to be compensated for its share of these costs  
5 at a future GRA. There are no other costs to ratepayers related to the Interconnection  
6 Agreement.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 6 and 7**

2

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4

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12 **QUESTION:**

13

14

a) How much will the YESAB Assessment cost ratepayers?

15

16 **ANSWER:**

17

18

**(a)**

19

20

THELP is responsible for the cost of the YESAB Assessment. Yukon Energy is not responsible for, nor will it incur, any costs related to the YESAB Assessment. As such, there are no specific costs to ratepayers for this activity.

21

22

1 **REFERENCE: Section 2.1 Proposed Atlin Hydro Expansion Project Page 8**

2

3 **The EPA was negotiated over a period of approximately 18**  
4 **months. The Parties used as a starting template for the negotiation**  
5 **an amalgam of the YEC Standing Offer Program (SOP) EPA and**  
6 **the BC Hydro Independent Power Producer (IPP) Large Project**  
7 **EPA, and certain other commercial principles entered into**  
8 **between THELP and Yukon Energy effective January 14, 2022.**

9

10 **QUESTION:**

11

12 a) How much will the 18-month negotiation and EPA cost ratepayers? Explain.

13

14 **ANSWER:**

15

16 **(a)**

17

18 Please see response to YUB-YEC-1-43(b).

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 8**

2  
3 **The Project will also include upgrades as required to connect the**  
4 **THELP's Plant to the YIS (defined in the EPA as "Buyer-AEY**  
5 **System" and "Buyer-AEY System Upgrades"). Final scoping for**  
6 **these upgrades (with planning level cost estimates) is to be**  
7 **included in the Buyer-AEY System Interconnection Study Report**  
8 **that is currently being concluded as part of the Interconnection**  
9 **Agreement between THELP, YEC and AEY.**

10  
11 **QUESTION:**

- 12  
13 a) How do you expect the YUB to make a rational informed decision on this  
14 submission before all information about the EPA is fully represented?  
15  
16 b) Will there not be AEY scoping costs for study, negotiations and report? How will  
17 this be handled in determining added ratepayer costs?  
18  
19 c) Can YEC assure stakeholders that no hidden costs will be added to ratepayers on  
20 top of the energy purchase costs and the capacity costs?  
21

22 **ANSWER:**

23  
24 **(a)**

25  
26 The Submission sets out the information needed by the YUB to provide its report to the  
27 Minister (see response to YUB-YEC-1-1 for summary review). The YUB report is to be  
28 focused on the EPA - a document that has been completed and available for full review.  
29

30 In addressing the Minister's Terms of Reference, the Submission confirms the need for  
31 the EPA Atlin Project and the basis for this Project being selected over alternative options,  
32 the high level of certainty as to the limits on costs for the utilities and ratepayer impacts  
33 due to the EPA terms, and the resulting limits on risks to the utilities and ratepayers. By  
34 way of example, the above referenced quote on completing the Buyer-AEY System  
35 Interconnection Study Report and the Interconnection Agreement addresses one of the  
36 outstanding matters to be resolved (i.e., one of the conditions precedent) before the EPA  
37 comes into full effect and the Project proceeds – however, the EPA specifically provides

1 that System Upgrade costs and related details are to be fully funded by THELP and will  
2 have no impact on ratepayer costs.

3  
4 The major uncertainties today regarding this Project and the EPA are identified in the EPA  
5 section 2.1(d) list of conditions precedent. As reviewed in Section 4.3 of the Submission,  
6 the EPA conditions precedent identify initial risks associated with bringing the EPA into  
7 legal force. These risks have minimal if any impact on YEC, on the rates for customers,  
8 or on the prudence of proceeding with the EPA at this time. If the EPA is unable to proceed  
9 due to failure to complete its Conditions Precedent YEC will know this outcome well before  
10 the end of 2022, with ample time to proceed with rented diesel options as required for  
11 2024/25 and subsequent years to ensure reliability of service to customers while other  
12 permanent renewable options are reviewed and developed.

13  
14 **(b)**

15  
16 As noted at page 27 of the Submission, the EPA also provides for costs for studies and  
17 other works to be fully funded by the Project (i.e., by THELP and not by the utilities) with  
18 advance payments as required. AEY will pay for its own costs to negotiate the  
19 Interconnection Agreement. Prior to such costs being included in rates they would need  
20 to be brought by AEY to the YUB for review.

21  
22 **(c)**

23  
24 As noted at page 27 of the Submission, the EPA also provides for any YEC costs for  
25 studies and other works to be fully funded by the Project (i.e., by THELP and not by the  
26 utilities) with advance payments as required. The only costs not funded by THELP relate  
27 to YEC's EPA negotiation costs and costs related to this Submission to the YUB. These  
28 costs will be brought before the YUB for review prior to being included in rates.

1 **TOPIC:**

2

3 **REFERENCE:** **Proposed Atlin Hydro Expansion Project Page 9**

4

5 **YEC's Target COD – target of June 1, 2024 for YEC to complete all**  
6 **Buyer-AEY System Upgrades (expect AEY Upgrades to be**  
7 **completed in Q1 2024). YEC is responsible under the EPA for**  
8 **Buyer- AEY System Upgrades,13 and will exercise commercially**  
9 **reasonable efforts to achieve YEC's COD prior to YEC's Target**  
10 **COD. YEC will have no liability for delays in completion of Buyer-**  
11 **AEY System Upgrades.**

12

13 **PREAMBLE:**

14

15 **QUESTION:**

16

17 a) Which contractor has been hired to do the system upgrade for the YEC?

18

19 b) Will the YEC manage this upgrade in-house? Will there be costs associated with  
20 this to be passed on to ratepayers?

21

22 c) How does YEC ensure there will be no charges back to ratepayers for this portion  
23 of the project, i.e. Buyer-AEY System Upgrades?

24

25 **ANSWER:**

26

27 **(a), (b) and (c)**

28

29 Hatch has provided YEC with the assessment of the scope and planning level costs for  
30 YEC system upgrades. AEY has developed the scope and planning level costs for AEY  
31 system upgrades. No contractors have yet been retained to carry out the system  
32 upgrades. YEC will manage its own system upgrade work.

33

34 The EPA specifically provides that THELP is responsible for all costs related to system  
35 upgrades required for the Project to proceed. YEC will ensure that there will be no charges  
36 back to ratepayers for Buyer-AEY System Upgrades by following the terms and conditions  
37 of the EPA – including securing advance payments from THELP for this work.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 14 Table 3-1:**  
2 **Summary EPA Energy and Capacity Pricing**

3  
4 <sup>16</sup> **The price is within the range for estimates of YEC levelized cost**  
5 **of capacity (i.e., fixed capital and O&M costs, excluding**  
6 **fuel costs) for a 12.5 MW new diesel generation facility. Foot note**  
7 **p. 13**

8  
9 **QUESTION:**

- 10  
11 a) From this table, it is difficult to tell how pricing for energy delivered will be  
12 evaluated, will it be the blended rate or the firm and non-firm rates? Please explain.  
13  
14 b) From this table, there is a summer energy price. Would the current secondary  
15 energy price pay for this amount plus YEC management fees? Please explain.  
16  
17 c) From table 3-1, a Dependable Plant Capacity Commitment and then taking into  
18 account the above footnote, of how this capacity cost to be paid to THELP is  
19 determined, does this cover all the fixed capital costs of an alternative 12.5 MW  
20 diesel plant alternative minus the Federal and YG grant amounts to be contributed  
21 to the project? Explain.  
22  
23 d) Is it proposed that the Yukon portion of the grant be directly from YG or through  
24 YDC? If it goes through YDC is there a plan to place this amount on our rate base?  
25 Explain.  
26

27 **ANSWER:**

28  
29 **(a)**

30  
31 Winter energy delivered will be paid the Firm Winter Energy Price for the first 25.2 GWh  
32 delivered in a calendar year, and the Non-Firm Winter Energy Price for all additional  
33 energy delivered in a calendar year. Please see YUB-YEC-1-11 for review of the  
34 determination of these energy prices.

1 **(b)**

2

3 The EPA summer energy price is not designed to support secondary (interruptible) sales.

4

5 The EPA provides that YEC will only receive summer delivered energy when YEC  
6 specifically requests such energy and YEC would not make this request unless it was  
7 required to displace thermal generation during this period. In this specific situation where  
8 thermal generation is required on the system, YEC would not offer secondary sales as  
9 prescribed by the secondary sales rate schedule rules.

10

11 **(c)**

12

13 The \$200/kW-yr (2024\$) dependable capacity price covers the per kW capital and non-  
14 fuel O&M levelized costs for a new diesel plant (see response to YUB-YEC-1-13(a) for  
15 more detailed review). There are no deductions for any grant funds provided to THELP,  
16 as YEC would not expect that grant funding would be available for YEC to develop a new  
17 greenfield diesel plant.

18

19 **(d)**

20

21 The exact routing of funding has not been agreed; it is possible that YDC could be involved  
22 in the transfer of funds from YG to THELP. YEC will not be contributing funding directly  
23 for the Atlin project.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 20**

2  
3 **Table 4-1: Forecast Non-Industrial Peak and Dependable Capacity**  
4 **under N-1 Capacity Planning Criterion: 2021/22-2030/31 Winter**  
5 **(kW)** 2021/22 2022/23 2023/24 2024/25 2025/26 2026/27 2027/28 2028/29 2029/30 2030/31  
6 **Committed and Planned Supply Options** 2,843 12,247 26,952  
7 **35,018 35,085 35,152 35,221 70,289 70,359 70,429**

8  
9 **Diesel Replacements** 0 0 **12,500** 12,500 12,500 12,500 12,500 12,500  
10 **12,500 12,500** Whitehorse #2 Uprate 638 638 638 638 638 638 638  
11 **638 638 638** BESS 0 7,200 7,200 7,200 7,200 7,200 7,200 7,200  
12 **7,200** Atlin Hydro EPA 0 0 0 8,000 8,000 8,000 8,000 8,000  
13 **8,000** **DSM 2,205 4,409 6,614 6,680 6,747 6,814 6,883 6,951 7,021**  
14 **7,091** Moon Lake Pump Storage Phase 1 0 0 0 0 0 0 0 35,000 35,000  
15 **35,000**

16  
17 **QUESTION:**

- 18  
19 a) Please explain Diesel Replacement program scheduled for 2023/2024 to achieve  
20 this goal.  
21  
22 b) Please explain all DSM programs for each year starting 2021/2022 yr. to  
23 2030/2031 yr. inclusive to achieve these goals.  
24

25 **ANSWER:**

26  
27 **(a)**

28  
29 YEC's 10-Year Renewable Electricity Plan includes the development of 12.5 MW of  
30 replacement diesel capacity at three different existing plant sites. This was based on  
31 considering the results of the technical, environmental and socio-economic research, as  
32 well as public feedback where YEC would focus potential options to add or replace  
33 capacity at existing generation facilities on an incremental basis as diesel engines are  
34 retired.

35  
36 The Plan includes consideration of the following near-term activities:

- 1       • Installation of 5 MW of thermal capacity at the Whitehorse Generation Station -  
2       three existing Mirrlees units were retired in the past, with three LNG units replacing  
3       the two units that were initially retired; the third 4.5 MW unit that will now be  
4       replaced was retired more recently;
- 5
- 6       • Replacement of 5.1 MW of diesel to be retired at the Faro Diesel Plant with a 5  
7       MW diesel unit; and
- 8
- 9       • Retirement of the existing 2.5 MW of diesel capacity in Dawson City with  
10      installation of 2.5 MW of diesel capacity at the Callison Substation.

11  
12 **(b)**

13

14 The DSM savings goals were based on a high-level conservation potential review for  
15 Yukon, and do not reflect detailed measure information. These estimates will be used to  
16 set targets for DSM programs and inform the scope and scale of the designs. It is expected  
17 that the DSM program design will include capacity-focused DSM programming, with a  
18 particular focus on limiting the peak demand impact of electrification policy initiatives.  
19 Examples of the potential programs being considered to achieve these goals include  
20 electric heat thermostat and hot water tank remote control (e.g., demand response), and  
21 electric vehicle charger timers or controllers.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 26**

2

3 **The least costly new source would likely be new thermal**  
4 **generation with an LCOC (2024\$) of at least \$200/kW-year or \$1.6**  
5 **million/year for 8.0 MW.**

6

7 **QUESTION:**

8

9 a) Why did the YEC not more proactively pursue a new thermal generation project  
10 for years now?

11

12 **ANSWER:**

13

14 **(a)**

15

16 The referenced quote is addressing securing equivalent (i.e., permanent) new dependable  
17 capacity from another source than the Atlin project. In this context, rented diesel was not  
18 relevant. As reviewed in section 4.1.1 of YEC's Submission (page 19), the Board in its  
19 BESS Report was "...persuaded that only relying on rented diesel generators would be  
20 challenging and would not be a reliable way of closing the capacity shortfall gap."<sup>1</sup> Rented  
21 diesels, however, have proved to be a cost-effective short-term option to address the  
22 current dependable capacity shortage.

23

24 Contrary to what is suggested in the question, YEC did actively pursue new permanent  
25 thermal generation project options following the 2016 Resource Plan.

26

27 • Following the 2016 Resource Plan, YEC diligently pursued permanent solution  
28 options, including the 20 MW new diesel plant, the third LNG unit, the BESS  
29 project, dependable capacity DSM, and potential new dependable hydro capacity  
30 options. Given these actions there is no basis for suggesting that YEC was  
31 imprudent or irresponsible in its planning to address the dependable capacity gap.

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<sup>1</sup> YUB Report to Yukon Minister of Justice - YEC Application for Energy Project Certificate and Energy Operation Certificate Regarding the Proposed Energy Battery Storage System (BESS) Project, June 30, 2021, page 11. A copy of this report is provided at YUB-YEC-1-32, Attachment 2.

- 1       • As a result of detailed planning assessments (including consultation and  
2       engagement on the 20 MW new diesel plant site options that identified stakeholder  
3       concerns with this option), YEC's Board in 2019 rejected that alternative for further  
4       consideration and directed that new permanent thermal options focus on diesel  
5       replacement at existing plants.  
6
- 7       • Yukon Energy is currently diligently acting to implement the 10 Year Renewable  
8       Electricity Plan that includes diesel replacement options at existing diesel plants,  
9       renewable capacity alternatives including BESS, dependable capacity DSM, and  
10      dependable hydro capacity provided by the Atlin Hydro Expansion project and the  
11      Tutshi-Moon Lake Pumped Storage project.<sup>2</sup>  
12
- 13      • Yukon Energy has confirmed that as at 2019, when the decision was made to not  
14      pursue the 20 MW new diesel plant option after completion of detailed planning  
15      work, it would have taken at least four years to plan, permit and construct a new  
16      20 MW or 12.5 MW diesel plant, i.e., such a new diesel plant could only have been  
17      available in 2023 at the earliest.<sup>3</sup> In other words that option -- even if it was pursued  
18      -- could not have been in service to date.

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<sup>2</sup> 2021 GRA CW-YEC-2-6(a) and (b). These investigations were detailed in the response, with reference to 2021 GRA CW-YEC-1-36(a) Attachment 1 copy of the YEC 10-Year Renewable Electricity Plan completed during 2020. Ms. Milojevic also reviewed the extensive work done by YEC to identify and cost options for the 2016 Resource Plan and the current 10-Year Renewable Electricity Plan, 2021 GRA Transcript pages 458-460.

<sup>3</sup> Mr. Hall, Ms. Milojevic, 2021 GRA Transcript pages 454-456.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Page 26**

2

3

4

5

6

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8

9

**There is some uncertainty with respect to what, if any impact the EPA may have on YECs balance sheet (i.e., rate base). Based on preliminary assessments of the Agreement, YEC has concluded that this transaction does not contain a capital lease and therefore there is no balance sheet or rate base impact. This conclusion, however, is not final. The ultimate impact can only be known when the Project is complete and YECs auditors (the Auditor General of**

10

11 **QUESTION:**

12

13

a) How much would a possible impact cost to the ratepayers if a balance sheet or rate base is required? Please explain and discuss.

14

15

16

b) How would this affect the bottom line on consumer rates?

17

18

**ANSWER:**

19

20

**(a) and (b)**

21

Please see response to YUB-YEC-1-42.

22

1 **TOPIC:**

2

3 **REFERENCE:** Proposed Atlin Hydro Expansion Project Page 26 Footnote 41

4

5 <sup>41</sup> The \$5.3 million/year (2024\$) until the end of 2034 assumes 8.0  
6 MW dependable capacity (\$1.6 million/year) plus 30.8 GWh/year  
7 winter delivered energy (\$3.7 million/year per Appendix A, Table  
8 A3-2). The Project is capable of providing 5.4 GWh/year during  
9 summer, but no summer deliveries are assumed to be required  
10 from the Project given the forecast surplus of summer renewable  
11 energy. If 5.4 GWh of summer energy was required from the  
12 Project, and YEC's approved blended fuel cost (2024\$) was  
13 \$0.19/kWh, the added cost would be \$0.5 million/year (price at 50%  
14 of the approved blended fuel cost).

15

16 **PREAMBLE:**

17

18 **QUESTION:**

19

20 a) Is this \$5.3 million per year total cost (\$1.6 million dependable capacity plus \$3.7  
21 million delivered energy), all the proposed costs that will be passed on to  
22 ratepayers? If not, explain.

23

24 b) Please discuss the pros an [sic] cons of summer deliverable energy for secondary  
25 usage.

26

27 c) Would the current approved secondary charge be sufficient to cover the proposed  
28 summer rate of 50% of the approved fuel cost plus YEC management costs?  
29 Please elaborate.

30

31 **ANSWER:**

32

33 **(a)**

34

35 The referenced costs are the total costs for energy delivered during the winter period when  
36 there is no carbon charge applicable to ratepayers, no Monthly Constraint Energy, and  
37 (after 2034) no Added Load. This cost is stated in 2024\$ and is subject CPI increases as

1 noted in the EPA and Table 3-1 of the Submission. Negotiation and YUB proceeding costs  
2 for the EPA to be recovered from ratepayers are not included in the referenced costs.

3

4 **(b) and (c)**

5

6 Please see response to UCG-YEC-1-6(b).

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Construction and**  
2 **Commissioning Page 27**

3  
4 **Once the EPA Conditions Precedent are completed, YEC costs**  
5 **and customer rates are not affected by THELP's cost and funding**  
6 **risks related to construction and commissioning of the Project.**  
7 **YEC and AEY system upgrades required by the EPA are also to be**  
8 **fully funded by the Project at no cost to the utilities or customer**  
9 **rates.**

10  
11 **QUESTION:**

12  
13 a) What about YEC costs prior to EPA conditions being met? Who pays for these  
14 costs? Explain.

15  
16 b) What about AEY costs prior to EPA conditions being met? Who pays for these  
17 costs? Explain.

18  
19 **ANSWER:**

20  
21 **(a) and (b)**

22  
23 As noted on page 27 of the Submission, YEC and AEY costs for all studies and other  
24 works (including those done before EPA conditions are met) are to be fully funded by the  
25 Project (i.e., by THELP and not by the utilities) with advance payments as required. The  
26 only costs not funded by THELP relate to EPA agreement negotiation costs of each party.  
27 These specific YEC and AEY costs will be incurred regardless of whether the EPA  
28 conditions are met. YEC would seek future recovery of such costs in its next GRA.

1 **REFERENCE: Proposed Atlin Hydro Expansion Project Construction and**  
2 **Commissioning P. 29**

3  
4 **Although YEC will bear the cost for Monthly Constraint Energy**  
5 **(i.e., Delivered Energy that THELP could not deliver due to a Non-**  
6 **Permitted System Constraint caused by YEC or AEY) this risk is**  
7 **controlled by YEC and AEY and is considered to be minimal in**  
8 **terms of impacts on YEC costs or customer rates. YEC will seek**  
9 **to recover from AEY, through the Implementation Agreement, any**  
10 **such costs due to a Non-Permitted System Constraint on the AEY**  
11 **System.**

12  
13 **QUESTION:**

- 14  
15 a) Please explain what non-permitted system constraint energy is? Give examples.  
16  
17 b) Why is this not defined in the EPA?  
18

19 **ANSWER:**

20  
21 **(a) and (b)**

22  
23 A Non-Permitted System Constraint is defined in the EPA at Section 6.5 and in Appendix  
24 A, section 1.101.

25  
26 Section 6.5 specifies that a Non-Permitted System Constraint occurs if, in any month after  
27 the Buyer's COD, the Seller is unable to deliver Delivered Energy that Seller is permitted  
28 to deliver under the EPA solely as a result of a continuous Buyer-AEY System Constraint  
29 which exceeds 30 minutes in duration and which is not caused by:

- 30  
31 (a) Buyer-AEY Planned Outage; or  
32 (b) Seller, Seller's Plant or anything on Seller's side of the Point of Interconnection.  
33

34 As defined in the EPA, a Buyer-AEY System Constraint "means any disconnection of  
35 Seller's Plant from Buyer-AEY System, or any outage, suspension, constraint, or  
36 curtailment in the operation of Buyer-AEY System preventing or limiting deliveries of  
37 Delivered Energy at the POI or within the Buyer-AEY System or any direction from Buyer

1 to Seller to reduce generation of Seller's Plant as a result of any outage, suspension,  
2 constraint, or curtailment in the operation of the Buyer-AEY System."

3  
4 Section 6.5 provides that Buyer will have no liability for a Buyer-AEY System Constraint  
5 (or be in breach of Sections 6.3 or 8.2) unless it is a Non-Permitted System Constraint as  
6 defined in Section 6.5. To be a Non-Permitted System Constraint for which YEC will pay  
7 the Monthly Constraint Energy calculated for the relevant month under Schedule F, the  
8 Buyer-AEY System Constraint must:

- 9  
10 • Prevent Seller to deliver Delivered Energy that Seller is permitted to deliver under  
11 this EPA;  
12 • Be solely the result of a continuous Buyer-AEY System Constraint which exceeds  
13 30 minutes in duration and is not caused by (a) Buyer-AEY Planned Outage, or  
14 (b) Seller, Seller's Plant, or anything on Seller's side of the POI; and  
15 • Not be subject to exemptions set out in Section 6.5 when Buyer will not be required  
16 to pay for any Monthly Constraint Energy.<sup>1</sup>

17  
18 Please see response to YUB-YEC-1-25(a) for an example of Monthly Constraint Energy  
19 determinations pursuant to Schedule F of the EPA.

20  
21 Seller will maintain and complete Records of all Constraint Shortfall Energy avoided or,  
22 acting reasonably, could have been avoided during a Non-Permitted System Constraint  
23 by reducing or shutting down water deliveries to the Upper Powerhouse and will report  
24 such amounts to Buyer in writing and provide Buyer with all information required to  
25 calculate such amounts.

26  
27 Buyer will give Seller Notice of all Buyer-AEY System Constraints in each month which  
28 individually exceed 30 minutes in duration when it provides its monthly invoices under  
29 Section 8.8. If there is a Dispute between the Parties for the amount of any Monthly  
30 Constraints Energy Amount, the Dispute will be resolved under Article 18.

---

<sup>1</sup> Section 6.5 lists four subsection exemptions as subsections "c" through "f", including Force Majeure, any period when Seller's Plant would otherwise not have been operating, any period specified as a Seller's Outage in any Outage Notice or a revised Outage Notice, or when the Non-Permitted System Constraint is the result of the operation of the Seller's Plant in a manner inconsistent with Section 3.2 of the EPA.