

Power+

Agreement

Between:

Alberta Municipal Services Corporation (AMSC)

AND

Village of Alliance

(the Participant)



POWER + AGREEMENT

BETWEEN:

THE ALBERTA MUNICIPAL SERVICES CORPORATION
(a corporation duly incorporated in the Province of Alberta)
(hereinafter “AMSC”)

OF THE FIRST PART
-and-

VILLAGE OF ALLIANCE
(hereinafter “Participant”)

OF THE SECOND PART

INTRODUCTION:

- A. AMSC is a subsidiary of the Alberta Urban Municipalities Association (“**Alberta Municipalities**”), an organization which represents municipalities within Alberta;
- B. AMSC provides services to members of Alberta Municipalities including retail electricity and energy management services pursuant to the terms of a retail services agreement, a form of which is attached to this Agreement as Schedule “D” (the “**Retail Services Agreement**”).
- C. AMSC will be administering, as the Buying Group Lead, a public procurement process to secure a Long-Term Electricity Purchase and Green Power (as applicable) on behalf of the Aggregated Customers (the “**Buying Group**”);
- D. The Parties recognize that a collective purchasing approach to the procurement of long-term fixed price electricity may (the “**Objectives**”):
 - a) allow for a reduction in electricity pricing from increased buying power and removing layers of intermediaries which may result in reduced costs for Aggregated Customers;
 - b) allow for more stable budgeting for Aggregated Customers due to the long-term, fixed-price nature of the procurement, reducing risk to Aggregated Customers arising from volatile electricity prices;
 - c) result in enhanced administrative efficiency for Aggregated Customers due to shared transaction costs, and for suppliers of electricity in reducing the number of separate commercial transactions.
- E. The Participant wishes to participate in the Buying Group as an Aggregated Customer to achieve the Objectives and wishes to appoint AMSC as the Buying Group Lead as set out in this Agreement;
- F. The Participant has received all necessary authorizations, and passed the necessary by-laws or resolutions, as the case may be, to permit the Participant to enter into this Agreement and to participate in the Buying Group as an Aggregated Customer in accordance with the provisions of this Agreement (the “**Approval Documents**”);
- G. The Participant has indicated its intent to participate in the Buying Group to AMSC and AMSC has accepted the Participant’s participation in the Buying Group;
- H. The Parties wish to enter into this Power+ Agreement (“**Agreement**”) setting forth their respective obligations concerning their involvement in the Buying Group and the Long-Term Electricity Purchase.

In consideration of the mutual terms and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Capitalized words and phrases, whenever used in this Agreement, have the meanings set out in Schedule “A” to this Agreement.

2. PARTICIPATION IN BUYING GROUP

- 2.1. The Participant acknowledges and agrees that in entering into this Agreement it is agreeing to participate in the Buying Group and the Participant’s participation in the Buying Group is at the discretion of AMSC.
- 2.2. In accordance with the terms of this Agreement and the parameters of the Buying Group set out in Schedule “C” (the “**Buying Group Terms**”), the Participant consents to the appointment of AMSC as the Buying Group Lead.
- 2.3. The Participant represents and warrants that it is eligible to participate in the Buying Group and has complied with, and will continue during the Term of this Agreement to comply with, the Buying Group Terms.

3. SCOPE OF SERVICES

- 3.1. The Procurement Services to be performed by AMSC include:
 - a) conducting a public procurement process via the Alberta Purchasing Connection portal for a Long-Term Electricity Purchase and the purchase of Green Power (as applicable) on behalf of Aggregated Customers including the Participant;
 - b) entering into negotiations with those proponents that submitted proposals in response to the public procurement process that AMSC has deemed, in its sole discretion, to be the most suitable to meet the Electricity Requirement and Green Power Requirement of the Aggregated Customers; and,
 - c) entering into a Contract with the Selected Supplier(s) setting out the terms and conditions for the Long-Term Electricity Purchase and purchase of Green Power (as applicable) to be managed by AMSC through the Retail Services Agreement.
- 3.2. AMSC will not be obligated to complete the Procurement Services if it determines in its discretion that:
 - a) there is not a sufficient number of Aggregated Customers or the Aggregated Customers’ Electricity Requirements are not sufficient to warrant conducting the public procurement; or

- b) there are no suitable proposals submitted in response to the public procurement process; or
 - c) AMSC was unable to negotiate a suitable Contract with a Selected Supplier.
- 3.3. In the event that AMSC does not enter into a Contract with a Selected Supplier, AMSC will notify the Aggregated Customers of the inability to complete the Procurement Services and that this Agreement and the Retail Services Agreement (in so far as it relates to this Agreement) are terminated and neither Party will have any further obligation or liability to the other in respect of either this Agreement or the Retail Services Agreement (in so far as it relates to this Agreement). For clarity, nothing in this Section 3.3 shall have the effect of terminating the Retail Services Agreement between AMSC and the Participant in relation to any other services that AMSC provides to the Participant.
- 4. SCOPE OF AUTHORITY**
- 4.1. In performing the Procurement Services, AMSC, as the Buying Group Lead, is authorized to enter into a Contract to meet the Electricity Requirement of the Participant for the Electricity Term provided that the price for any equivalent period of time does not exceed the Electricity Maximum Price.
- 4.2. The Participant also has the option to receive Green Power for all or a portion of its Electricity Requirement. If the Participant has indicated in Schedule "B" that it would like to receive Green Power, the Participant authorizes AMSC to acquire Green Power on behalf of the Participant for the Green Power Term, provided that the price does not exceed the Green Power Maximum Price.
- 4.3. In performing the Procurement Services, if, as a result of bids received during the public procurement process, AMSC determines, in good faith and acting reasonably, that an adjustment to the Participant's Electricity Requirement will benefit the Participant by decreasing the estimated unit cost of electricity and/or reducing energy cost exposure to the Participant, then AMSC will deliver notice to the Participant, in writing, of the proposal for an adjusted Electricity Requirement (the "**Adjusted Electricity Requirement**"). The Participant will be provided five (5) Business Days to authorize and instruct AMSC, in writing, to utilize the Adjusted Electricity Requirement instead of the Electricity Requirement in Schedule "B". If the Participant does not provide authorization within five (5) Business Days of receipt of the notice, AMSC will proceed with the Electricity Requirement in Schedule "B". If the Participant elects to utilize the Adjusted Electricity Requirement in accordance with this Section, the Green Power Requirement (as applicable) will be adjusted proportionally by the same percentage (the "**Adjusted Green Power Requirement**") Provided that AMSC is acting reasonably and in good faith, the Participant shall not have any claim against AMSC in respect of the Adjusted Electricity Requirement or Adjusted Green Power Requirement nor is AMSC liable to the Participant for any additional costs, fees, expenses, or otherwise that the Participant may experience arising from adjustments under this Section.
- 4.4. If the Participant elects to utilize the Adjusted Electricity Requirement and Adjusted Green Power Requirement (as applicable) in accordance with Section 4.3, any reference to Electricity Requirement and Green Power Requirement in this Agreement will refer to the Adjusted Electricity Requirement and Adjusted Green Power Requirement, as the case may be.
- 4.5. Should AMSC be successful in procuring a Long-Term Electricity Purchase and/or Green Power, AMSC will charge the Participant for electricity and Green Power purchased under this Section in accordance with the terms of the Retail Services Agreement.
- 4.6. The Participant acknowledges and agrees that the Long-Term Electricity Purchase Price is dependent on the outcome of the public procurement process conducted by AMSC and the resulting Contract with the Selected Supplier(s). AMSC has complete authorization and discretion to agree to a Long-Term Electricity Purchase Price, provided that AMSC will be required to select the lowest price or combination of prices that result in the lowest equivalent price subject to acceptable risk protection to achieve the Aggregated Customers' Electricity Requirements, to be determined by AMSC in its sole discretion, that is less than or equal to the Electricity Maximum Price.
- 4.7. The Participant acknowledges and agrees the availability of Green Power, and the Green Power Purchase Price, is dependent on the outcome of the public procurement process conducted by AMSC and the resulting Contract with the Selected Supplier(s). AMSC has complete authorization and discretion to:
- a) enter into a Contract with Selected Supplier(s) which does not include the supply of Green Power; or,
 - b) agree to a Green Power Purchase Price, provided that it is less than or equal to the Green Power Maximum Price.
- 4.8. Once a Contract is signed with the Selected Supplier(s), the Long-Term Electricity Purchase Price and Green Power Purchase Price (as applicable) will be recorded in a Transaction Confirmation under the Retail Services Agreement and provided to the Participant.
- 4.9. Notwithstanding the foregoing, the Participant acknowledges and agrees that AMSC as the Buying Group Lead may determine that no acceptable responses have been received in accordance with the public procurement process and AMSC is not obligated to enter into a Contract if there are no acceptable responses.
- 5. OBLIGATIONS OF AMSC**
- 5.1. AMSC will:
- a) perform the Procurement Services in accordance with the terms of this Agreement, for and on behalf of the Participant;
 - b) use reasonable marketing efforts in AMSC's discretion to attract Aggregated Customers in order to secure the benefits of a lower Long-Term Electricity Purchase Price;
 - c) perform market research and other due diligence as required to perform the Procurement Services;
 - d) honestly and diligently perform the Procurement Services in good faith and at all times exercise the professionalism, care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances;

- e) keep the Participant informed as to the status of the public procurement process, at the Participant's request;
- f) provide notification of the outcome of the procurement process and resulting Long-Term Electricity Purchase Price and Green Power Purchase Price (as applicable);
- g) deliver a copy of the fully executed Agreement to the Participant, with the Effective Date noted thereon; and,
- h) comply with all Applicable Law.

5.2. Notwithstanding that the Term of this Agreement will continue until the end of the Electricity Term or the Green Power Term as the case may be, AMSC's obligation to perform the Procurement Services hereunder shall be complete and AMSC shall have no further obligation to the Participant in respect of the Procurement Services once AMSC enters into a Contract with the Selected Supplier(s).

6. OBLIGATIONS OF THE PARTICIPANT

6.1. The Participant will:

- a) obtain all required authorizations and Approval Documents to enter into this Agreement and as may be requested from time to time;
- b) provide to AMSC all information required to allow AMSC to perform the Procurement Services, as may be requested by AMSC, including details regarding the Participant's Electricity Requirement and Green Power Requirement;
- c) enter into the Retail Services Agreement and utilize AMSC as its exclusive Retailer of electricity throughout the Electricity Term; and,
- d) comply with all Applicable Law.

7. FEES AND CONSIDERATION

7.1. In exchange for the provision of the Procurement Services, the Participant agrees to pay AMSC a program administration fee of \$0.00315/kWh (the "**Program Fee**"), to be added to the Long-Term Electricity Purchase Price for the Electricity Term and recovered in accordance with the terms of the Retail Services Agreement. For clarity, this fee only applies to the Electricity Requirement.

8. SUBCONTRACTORS

8.1. AMSC may engage or retain the services of any agent, contractor or other third party for purposes of providing the Procurement Services hereunder, provided such agent, contractor or third party is bound by all covenants and obligations of AMSC under this Agreement as they relate to the services being provided by such agent, contractor or third party.

8.2. The use of any agents, contractors or other third party by AMSC shall in no way relieve AMSC from its responsibility and obligation to provide the Procurement Services in accordance with the terms of this Agreement.

9. INFORMATION

9.1. All data and information, regardless of the format, provided by the Participant under this Agreement ("**Participant Information**") will remain the sole property of the Participant. AMSC will not disclose, use, sell, or provide Participant Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.

9.2. All data and information, regardless of the format, provided by AMSC to the Participant under this Agreement (the "**AMSC Information**") will remain the sole property of AMSC.

The Participant will not disclose, use, sell or provide AMSC Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.

10. REPRESENTATIONS AND WARRANTIES

10.1. AMSC represents and warrants to the Participant:

- a) it is duly incorporated and will remain in good standing at all times during the performance of the Procurement Services;
- b) it has the resources and experience to provide the Procurement Services to the Participant;
- c) all necessary actions have been taken by AMSC to offer the Procurement Services to the Participant and to enter into this Agreement; and,
- d) AMSC has complied with all obligations of the Buying Group Lead in accordance with the Buying Group Terms and Applicable Law.

10.2. The Participant represents, warrants and covenants to AMSC that:

- a) all necessary actions have been taken by the Participant, and all necessary Approval Documents have been obtained by the Participant, to accept the Procurement Services of AMSC and to enter into this Agreement;
- b) the Participant has complied with all obligations of the Buying Group in accordance with the Buying Group Terms and Applicable Law;
- c) all information submitted by the Participant to AMSC in connection with the Procurement Services is true and correct;
- d) the Participant has and will at all times throughout the Term keep in strict confidence all information shared by AMSC including, without limiting the generality of the foregoing, this Agreement, the Long-Term Electricity Purchase, the Long-Term Electricity Price, the Green Power Purchase Price, marketing or sales materials, correspondence, or the like;
- e) the Participant acknowledges and agrees that AMSC is not acting as a fiduciary or financial, investment or commodity trading advisor for the Participant and has not given the Participant (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the merits of this Agreement or the expected performance or result of this Agreement.

11. LIMITATION ON DAMAGES

11.1. In no event shall AMSC be liable to the Participant for:

- a) special, incidental or consequential damages; or
 - b) loss of sales, profits, production or output or loss of contracts or business interruptions; or
 - c) punitive damages;
- arising out of, or in connection to, this Agreement and AMSC's provision of the Procurement Services, however caused.

12. TERMINATION

12.1. The Participant may terminate this Agreement at any time, upon providing thirty (30) days' written notice to AMSC and paying the applicable Termination Fee set out in Section 12.2.

12.2. If the Participant terminates this Agreement:

- a) before AMSC conducts a public procurement for the Participant's Electricity Requirement and Green Power Requirement (as applicable), the Participant must pay AMSC a Termination Fee equal to the Program Fee multiplied by the Participant's Electricity Requirement for the first twelve (12) months of the Electricity Term;
 - b) at any time after AMSC conducts a public procurement for the Participant's Electricity Requirement and Green Power Requirement (as applicable), the Participant must pay AMSC a Termination Fee, calculated as:
 - (i) For electricity, the sum of the Program Fee and the Long-Term Electricity Purchase Price multiplied by the Participant's total remaining Electricity Requirement over the Electricity Term;
 - (ii) for Green Power, the Green Power Purchase Price multiplied by the Participant's total remaining Green Power Requirement over the Green Power Term.
- 12.3. AMSC may terminate this Agreement without penalty at any time before AMSC enters into a Contract with the Selected Supplier(s), upon providing thirty (30) days' written notice to the Participant.
- 12.4. AMSC may terminate this Agreement at any time after AMSC enters into a Contract with the Selected Supplier(s) in accordance with the terms of the Retail Services Agreement.
- 13. NOTICES**
- 13.1. All notices required under this Agreement must be in writing and delivered by registered mail, email, or fax to the following address:
- a) To AMSC at:
 Alberta Municipal Services Corporation
 Attention: Senior Director, Utility Services
 #300, 8616 51 Ave NW Edmonton, AB T6E 6E6
 Fax: 780-433-4454 Email: energy@abmunis.ca
 - b) To the Participant: Village of Alliance
 Attention: CAO
 Box 149 Alliance AB T0B 0A0
 Fax:
 Email: cao@villageofalliance.ca
- 13.2. Notices sent by registered mail will be deemed to have been received five (5) days after the date of mailing, provided there is no interruption in the postal service, in which case notice must be delivered by one of the other methods.
- 13.3. Notices sent by fax or e-mail shall be deemed to have been received on the Business Day following the date of transmission or delivery, as applicable.
- 13.4. Either Party may amend its address for notice by providing written notice to the other in accordance with this Section.
- 14. GENERAL**
- 14.1. All of the Schedules referred to in this Agreement are incorporated into and form part of this Agreement.
- 14.2. This Agreement and attached Schedules contain the entire understanding between the Parties and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties regarding the Long-Term Electricity Purchase and the Buying Group.
- 14.3. This Agreement may only be altered or amended by an agreement in writing, signed by both Parties.
- 14.4. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Parties.
- 14.5. This Agreement may only be assigned by the Participant with written consent from AMSC, provided that, such consent will not be required where the assignment results from the dissolution of a municipality in accordance with the *Municipal Government Act*. The Customer shall be and remain liable for all obligations to AMSC pursuant to this Agreement until such time as AMSC releases the Customer in writing.
- 14.6. AMSC may assign this Agreement without consent to an entity of similar or better capability and capacity, as determined by AMSC in its discretion acting reasonably, on the provision of thirty (30) days' notice. Upon such assignment, the assignee shall have all of the rights, duties, powers, privileges and liabilities which AMSC had prior to such assignment and upon such assignment AMSC shall be released from any and all liability pursuant to this Agreement.
- 14.7. If there is any conflict or inconsistency between the terms of this Agreement and the terms of the Retail Services Agreement, the terms of this Agreement shall prevail.
- 14.8. This Agreement will be interpreted and governed by the laws of the Province of Alberta and of Canada as amended from time to time.
- 14.9. Any legal proceedings arising directly or indirectly out of this Agreement will be litigated in the City of Edmonton in the Province of Alberta.
- 14.10. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any of the provisions are held to be invalid, the remainder of the Agreement will remain in full effect.
- 14.11. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination and remain in effect.
- 14.12. This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the Parties.
- 14.13. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original. All of the counterparts will be considered one document, and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to each other.

ACKNOWLEDGED AND AGREED by the Parties as of the Effective Date.

Participant

Per: _____
 Name: Carmen Frank
 Title: Chief Administrative Officer

Date: _____

AMSC

Per: _____
 Name: Dan Rude
 Title: Chief Executive Officer

Date: _____

SCHEDULE “A” DEFINITIONS

- a) “**Act**” means the *Electric Utilities Act*, SA 2003, c E-5.1, as amended;
- b) “**Adjusted Electricity Requirement**” has the meaning given to it in Section 4.3;
- c) “**Adjusted Green Power Requirement**” has the meaning given to it in Section 4.3;
- d) “**Aggregated Customers**” means the Participant together with other MUSH Sector Entities that agree to participate in the public procurement for a Long-Term Electricity Purchase and execute this Power+ Agreement with AMSC;
- e) “**Aggregated Customers’ Electricity Requirements**” means the aggregate of the Electricity Requirement for all of the Aggregated Customers, each of which may be adjusted in accordance with Section 4.3;
- f) “**Agreement**” means this Power+ Agreement and attached Schedules, as amended from time to time in accordance with Section 14.3;
- g) “**Alberta Electric System Operator**” is the operating name for the Independent System Operator, as defined in the Act;
- h) “**Alberta Municipalities**” has the meaning given to it in the recitals to this Agreement;
- i) “**AMSC**” means the Alberta Municipal Services Corporation;
- j) “**AMSC Information**” has the meaning given to it in Section 9.2;
- k) “**Applicable Law**” means all applicable laws, rules and regulations including, without limitation, all relevant legislation, regulations, bylaws, ordinances and trade agreements;
- l) “**Approval Documents**” has the meaning given to it in the recitals to this Agreement;
- m) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- n) “**Buying Group**” has the meaning given to it in the recitals to this Agreement;
- o) “**Buying Group Lead**” means the entity that will publish the procurement on behalf of the Buying Group and as of the date of this Agreement means AMSC;
- p) “**Buying Group Terms**” means the terms and conditions for the participation in the Buying Group, as set out in Schedule “C” to this Agreement;
- q) “**Contract**” means a contract with the Selected Supplier(s) for the Long-Term Electricity Purchase and/or Green Power executed by AMSC for the benefit of Aggregated Customers;
- r) “**Effective Date**” means the date on which AMSC executes this Agreement as noted by AMSC’s signing line;
- s) “**Electricity Maximum Price**” means \$0.068 / kWh;
- t) “**Electricity Requirement**” means the volume of electricity, in MWh, to be procured by AMSC on behalf of the Participant over the Electricity Term, as set out in Schedule “B” to the Agreement, as may be adjusted in accordance with Section 4.3;
- u) “**Electricity Term**” means the period between the “Deal Start Date” and the “Deal End Date”, as specified in the Electricity Product Table in Schedule “B” to this Agreement;
- v) “**Green Power**” means a Renewable Energy Certificate;
- w) “**Green Power Maximum Price**” means \$0.03 / kWh;
- x) “**Green Power Purchase Price**” means the fixed price in \$/kWh of Renewable Energy Certificates to be supplied by the Selected Supplier(s) under the Contract;
- y) “**Green Power Requirement**” means the volume of Green Power to be procured by AMSC on behalf of the Participant over the Green Power Term, as set out in Schedule “B” to this Agreement, as may be adjusted in accordance with Section 4.3;
- z) “**Green Power Term**” means the period between the “Deal Start Date” and the “Deal End Date”, as specified in the Green Power Product Table in Schedule “B” to this Agreement;
- aa) “**kWh**” means a measure of electrical energy, a unit of work or energy, measured as 1,000 watts of power expended for one (1) hour;
- bb) “**Long-Term Electricity Purchase**” means the procurement of electricity to be supplied to the Participant on a financial basis from the Selected Supplier(s) who will flow the electricity to the Alberta Electric System Operator;
- cc) “**Long-Term Electricity Purchase Price**” means the fixed price, in \$/kWh, of electricity to be supplied by the Selected Supplier(s) under the Contract;
- dd) “**MUSH Sector Entity**” means a municipal corporation in the Province of Alberta, municipal organizations, school boards, and publicly-funded academic, health, and social service entities as well as any corporation or entity owned, controlled or financially-guaranteed by one or more of the preceding entities;
- ee) “**MWh**” means a measure of electrical energy, a unit of work or energy, measured as 1,000,000 watts of power expended for one (1) hour;
- ff) “**Objectives**” has the meaning given to it in the recitals to this Agreement;
- gg) “**Participant Information**” has the meaning given to it in Section 9.1;
- hh) “**Party**” means either AMSC or the Participant (as the context may require) and “**Parties**” means both AMSC and the Participant;
- ii) “**Procurement Services**” means all of the services performed by AMSC, for and on behalf of the Participant, as set out in Section 3.1, and any functions necessary and incidental to the performance of those services;
- jj) “**Program Fee**” has the meaning given to it in Section 7.1;
- kk) “**Renewable Energy Certificate**” means a credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of one (1) MWh of electrical energy as a result of the utilization of renewable energy technology certified under the Environmental Choice™ Program Standard for Sustainability for Renewable Low-Impact Electricity Products, UL 2854, or an agreed upon successor program, and evidenced by in certificate form. In the event that any government or non-government agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Renewable Energy Certificates or their equivalent, the term Renewable Energy Certificate as used in this Agreement

- shall include the rights or benefits created or sanctioned under any such program or programs;
- ll) **“Retail Services Agreement”** means the form of agreement attached as Schedule “D” to this Agreement;
 - mm) **“Retailer”** has the meaning set out in the Act;
 - nn) **“Selected Supplier”** means the person(s) with whom AMSC has entered into a Contract for the Long-Term Electricity Purchase for the Electricity Requirement and/or Green Power for the Green Power Requirement of the

- Aggregated Customers, in accordance with the public procurement process outlined in Section 3;
- oo) **“Term”** means the period from the Effective Date to the end of the Electricity Term or Green Power Term, whichever is later;
 - pp) **“Termination Fee”** means the fee payable by the Participant if the Participant elects to terminate this Agreement, calculated in accordance with Section 12.2.

SCHEDULE "B"

Electricity Requirement and Green Power Requirement – Village of Alliance

Electricity Product Table:

Product	Deal Start Date	Deal End Date
7x24	January 1, 2024	December 31, 2033

Electricity Volumes Table

(Volumes shown in MWhs. 1 MWh equals 1,000 kWh)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Jan	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Feb	10.440	10.080	10.080	10.080	10.440	10.080	10.080	10.080	10.440	10.080
Mar	11.145	11.145	11.145	11.145	11.145	11.145	11.145	11.145	11.145	11.145
Apr	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800
May	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Jun	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800
Jul	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Aug	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Sep	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800	10.800
Oct	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Nov	10.815	10.815	10.815	10.815	10.815	10.815	10.815	10.815	10.815	10.815
Dec	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160	11.160
Total	131.760	131.400	131.400	131.400	131.760	131.400	131.400	131.400	131.760	131.400

*These volumes are subject to adjustment pursuant to Section 4.3 of the Agreement.

Green Power Product Table:

Product	Deal Start Date	Deal End Date
RECs	January 1, 2024	December 31, 2033

Green Power Volumes Table

(Volumes shown in MWhs. 1 MWh equals 1,000 kWh)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Jan	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Feb	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mar	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Apr	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
May	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Jun	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Jul	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Aug	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sep	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Oct	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Nov	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Dec	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

*These volumes are subject to adjustment pursuant to Section 4.3 of the Agreement.

SCHEDULE “C”

ALBERTA MUNICIPALITIES POWER+ BUYING GROUP TERMS

1. The Buying Group Lead shall be AMSC.
2. In order to qualify as an Aggregated Customer, an entity must meet the following criteria:
 - a. the entity is a MUSH Sector Entity; AND
 - b. the entity is a member of Alberta Municipalities; AND
 - c. AMSC has, in its sole discretion, approved the entity’s participation in the Buying Group.
3. AMSC will ensure that the procurement will be conducted in accordance with all Applicable Law including but not limited to Chapter Five – Government Procurement, of the *Canadian Free Trade Agreement* and Article 14: Procurement, of the *New West Partnership Trade Agreement*.
4. AMSC’s request for proposals as published on the Alberta Purchasing Connection portal will list all Aggregated Customers.
5. Each Aggregated Customer will publish a notice of participation in the Buying Group on the Alberta Purchasing Connection portal.
6. The Buying Group shall be referred to in all notices published by AMSC or the Aggregated Customers that may be required as the “Alberta Municipalities Power+ Buying Group”.
7. All information disclosed to the Aggregated Customers as a result of their participation in the Buying Group shall be kept confidential by the Aggregated Customers.

SCHEDULE “D” RETAIL SERVICES AGREEMENT
