

LT2 RFP Question and Comment Period – Batch 2 (July 22, 2025)

Questions and Comments

The following document summarizes IESO responses to the second batch of questions and comments submitted to the IESO in respect of the final LT2 RFP documents posted on June 27, 2025, that were submitted pursuant to section 3.2(a) of the Long Term 2 Request for Proposals (LT2 RFP) prior to the LT2(e) Question and Comment Deadline.

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Defined Terms

Capitalized terms used in the IESO Responses in this document, unless otherwise defined herein have the meaning given to such terms in the LT2(e-1) RFP, LT2(c-1) RFP, LT2(e-1) Contract, and LT2 (c-1) Contract, as applicable.

Question/Comment	IESO Response
<p>1) We are writing on behalf of our membership to obtain guidance on the scoring criteria under LT2. Specifically, we are seeking any scoring guidance associated with projects located on agricultural land and subject to the AIA.</p>	<p>Rated Criteria Points awarded under the LT2 RFP are found in Section 4.3 of the LT2(e) and LT2(c) RFPs. In both RFPs, Rated Criteria Points are awarded if a Project Site is not located in a Prime Agricultural Area. The IESO will award three (3) Rated Criteria Points for a Proposal where the Project Site does not include lands that are located in a Prime Agricultural Area.</p>
<p>2) We concerned with interpretation surrounding the attached guidance document as to answer if a proponent evaluated alternative locations, the answer for co-located and integrated greenhouse energy projects will always be “no” as the farm is only located at a singular location. Would you kindly provide guidance on how this question will be interpreted and the potential impact within LT2? For your convenience we have transcribed the two bullet points below and highlighted them on page 8 of the attached document.</p> <p>* Requires that all other eligible resource types may only locate on lands which constitute Prime Agricultural Areas if they have received municipal council support and completed an Agricultural Impact Assessment (AIA) to the satisfaction of the municipality.</p> <p>* If an eligible project is proposed in a Prime Agricultural Area, then the municipality’s support resolution must include confirmation that the proponent evaluated alternative locations prior to selecting this site.</p>	<p>As specified in the OMAFA Guidelines for the AIA Component One Requirement an agriculturally-integrated project can be exempt from the evaluation of alternative locations. Agriculturally-integrated project proponents must demonstrate a need to co-locate with a farm operation and/or locate in a Prime Agricultural Area. The need should be linked to an operational relationship between the energy project and agricultural uses that extends beyond financial compensation. For example, agriculturally-integrated projects including, biogas, biomass or combined heat and power facilities may demonstrate a mutually-beneficial or integrated relationship with agriculture by:</p> <ul style="list-style-type: none"> • utilizing agricultural source material (e.g., input/feedstock dependency); and/or, • generating byproducts such as soil amendments, heat or CO2 that are primarily utilized by surrounding or integrated farm operations (e.g., output dependency)
<p>3) We are working on several potential LT2 projects (Energy and Capacity) and one factor that we see adds risk for natural gas projects and will influence on</p>	<p>Currently, Section 11.3(f) of the LT2(e-1) and (c-1) Contract enables a Supplier to submit a claim for Force Majeure to the IESO in the event that it experiences delays or disruptions in fuel</p>

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<p>whether a proponent decides to bid or not is receiving confirmation of gas capacity from Enbridge.</p> <p>The feedback we have received from Enbridge on the projects we are developing, which are spread geographically across Ontario, is that confirmation of gas capacity (and associated costs) after the LT2 awards will depend on a multiple of factors, including what projects and size will be awarded, their location and the overall economic cycle we will be on.</p> <p>Therefore, despite our and Enbridge's best reasonable efforts, the work and estimate we are developing in this pre-bidding phase may be subject to changes outside of the Proponent (and also Enbridge) control.</p> <p>As part of the existing LT2 Contract IESO is already accepting that inability to secure grid capacity after LT2 awards is classified as Force Majeure. We would like to know if IESO will be accepting an additional language in section 11.3 of the Contract (Definition of Force Majeure) allowing successful Suppliers to claim Force Majeure in the event that, after the Award, a natural gas capacity contract can't be secured despite every Commercially Reasonable Efforts.</p> <p>We are proposing the following (in red) but open to a different language if the same intent is met:</p> <p>(i) any inability, despite the use of Commercially Reasonable Efforts, to obtain, or to secure the renewal or amendment of, any permit, certificate, impact assessment, licence or approval of any Governmental Authority,</p>	<p>supply. As this subsection is inclusive of inability to obtain natural gas supply from a utility on a commercially reasonable basis, the IESO will not be adding additional language to Article 11.3(i) of the LT2(e-1) or (c-1) Contract in relation to this subject.</p>

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<p>Transmitter or LDC or natural gas transmission and distribution capacity from a Utility required to perform or comply with any obligation under this Agreement, excluding, for certainty, inability to obtain a confirmation from any Municipality of its satisfaction with an AIA Component/Components Two and Three Requirement in accordance with Section 2.13, unless the revocation or modification of any such necessary permit, certificate, impact assessment, licence or approval was caused by the violation of the terms thereof or consented to by the Party invoking Force Majeure</p>	
<p>4) Under the LT2c contract, resources are required to be available to discharge for 16 hours per day. However, our deliverability testing assumes a 50% charging capability. If the resource needs to be fully charged to meet the 16-hour discharge requirement, doesn't this imply that it may have to charge at a rate higher than what's tested? How does this align with the deliverability assumptions?</p>	<p>Under the Must-Offer Obligation of the LT2(c) Contract, Suppliers are required to offer 100% of a Facility's available capacity into the IESO's Day-Ahead Market and are expected to fulfill any day-ahead schedule received in the real-time market. Current IESO Market Rule provisions allow for a Facility to: (i) submit offers into the Day Ahead Market during Qualifying Hours and meet their Must-Offer Obligation while not being at 100% state of charge, and (ii) use the Maximum Daily Energy Limit dispatch data parameter to account for expected charging capability between the Day Ahead and Real Time timeframes.</p>
<p>5) Are we currently allowed to bid hybrid solar and battery into the LT2 window 1 procurement (Energy or Capacity stream)? Any information on this would be appreciated.</p>	<p>Under Window 1 of the LT2 RFP, a Proponent is not eligible to submit a single Proposal for a hybrid solar and battery Facility. However, a Proponent would be eligible to submit two separate Proposals, where one Proposal would be for the Solar Facility under the LT2(e-1) RFP and the second Proposal would be for the Battery Facility under the LT2(c-1) RFP. Each of these Facilities would need to be separately metered, with their own Revenue Meter. Additionally, each Proposal would be evaluated independently by the IESO during the separate</p>

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	LT2(e-1) RFP and LT2(c-1) RFP Proposal Evaluation processes.
<p>6) I have a clarifying question for the LT2 Window 1 RFP.</p> <p>It understood that the “Prescribed Form: Evidence of Municipal Support (Energy)” is required to be submitted if the project is located in whole or in part on Municipal Project Lands. A requirement of the form (and the Pre-Engagement Notice Confirmation Notice Form) is to list all the PINs that are included in the Municipal Project Lands. Please confirm that if there are PINs that form part of the Project Site that are not Municipal Project Lands, but are instead within an Unincorporated Territory or Indigenous Lands, then they do not need to be listed in Section 1(d.) of the Prescribed Form: Evidence of Municipal Support (Energy) (or the Pre-Engagement Notice Confirmation Notice Form provided to the municipality).</p>	<p>Only PINs of lands included in the Municipal Project Lands are required. The PINs that form part of the Project Site within an Unincorporated Territory or that are on Indigenous Lands would need to be included in either the Prescribed Form: Confirmation of Unincorporated Territory or Prescribed Form: Evidence of Indigenous Support.</p>
<p>7) We have a Solar site in [Location Redacted] at [Location Redacted] that we are evaluating as part of our LT2 E submission. We would like to get some clarity on that; the details are as under:</p> <ol style="list-style-type: none"> 1. Technology: Solar PV [Location Redacted] 2. GPS: [Coordinates Redacted] 3. Currently: [Name Redacted] (zoned industrial - MA-1) 4. Prime Agricultural Area: the subject lands include lands designated as “Agriculture Reserve” which represents the Prime Agricultural Area in the County of [Name Redacted] Official Plan 5. The Municipality in question has a municipal approval process in question to get large scale solar on these lands per the official plan (site specific amendment to the Area Zoning By-Law) Would an Official Plan amendment be required prior to getting the MSR? More generally. we wanted to know if this site 	<p>As indicated in the November 26, 2024 IESO Response to Stakeholder Feedback, ground-mounted solar projects are only permitted on sites that are not designated as Prime Agricultural Areas through the Official Plan of the applicable Local Municipality(ies) as of the Proposal Submission Deadline. Obtaining an Official Plan amendment to re-classify a Prime Agricultural Area as an area other than a Prime Agricultural Area prior to obtaining a Municipal Support Resolution would enable a Proponent to site a ground-mounted solar project on a Project Site that was previously classified as a Prime Agricultural Area.</p>

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<p>would be eligible per the LT2 rules for solar projects and what is the path forward to do so.</p>	
<p>8) We would like to point out a potential issue in the LT-2 (e-1) Contract and confirm the intention for the Annual Imputed Production Factor formula. Per Exhibit B of the LT-2 (e-1) Contract, the Annual Average Imputed Production Factor that is used to calculate a resource's Annual Revenue Requirement is calculated as the simple average of the Monthly Imputed Production Factors. We would like to confirm that the intention here wasn't to make the Annual Average Imputed Production Factor a weighted average based on the hours in each month.</p> <p>In its current form, a resource that doesn't have a flat capacity factor in every month will have a Monthly Revenue Requirement that is slightly off because each month has a different number of hours. We've attached a sample file to show this.</p> <p>As a result, we suggest that it may be more appropriate to either (1) use a weighted average based on hours in each month to calculate the Annual Imputed Production Factor as outlined in the attached, or (2) allow for a Proponent to elect its Annual Imputed Production Factor separately.</p>	<p>The IESO will not be adjusting the Annual Average Imputed Production Factor to account for the difference in hours of each month (a weighted average).</p> <p>The IESO would be willing to explore this change in future LT2 RFP submission windows.</p>
<p>9) We are seeking clarity on the Crown Land Shapefile that is required for the RFP submission and Crown Land Site Report.</p> <p>For projects that are partially on crown land and partially on private land, should the map and shapefile submitted with the CLSR include just the crown land, or the entire Project Site boundary?</p>	<p>As indicated in Section 2.1 of the LT2 Crown Land Shapefile Guidelines, the map and shapefile submitted with the CLSR should include the outline of the boundary of the entire proposed Project Site.</p> <p>The Crown Land Shapefile submitted to the IESO for the LT2 RFP must be consistent in all material respects with the Project Site information included in the Proponent's Crown Land Site Report Form in respect of the Proposal. As indicated in Section 2.1 of the LT2</p>

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<p>Additionally, the Crown Land Site Report form is requesting a map that includes "potential locations for project infrastructure (for example, solar panels, wind power turbines, roads)" (CLSR page 4), while there is no requirement in the IESO RFP to provide any detailed information regarding the location of project infrastructure within the Project Site boundary. Please confirm that the Crown Land Shape File submitted to IESO for the RFP can omit potential locations for project infrastructure, since the location of project infrastructure is almost certain to be modified during the Renewable Energy Approval process.</p>	<p>Crown Land Shapefile Guidelines, Proponents are required to provide an attestation of this consistency.</p> <p>For clarity, the IESO would not consider "potential locations for project infrastructure" to be a material consideration at the time of Proposal Submission, and such information can be omitted from the Crown Land Shapefile submitted to the IESO as part of a Proposal.</p>
<p>10) Please find attached a letter from [Name Redacted] regarding the classification of Greenfield/Brownfield sites under the IESO's LT-2 framework.</p> <p>[Name Redacted] is currently evaluating a site in [Location Redacted]. As outlined in the attached submission, the project comprises two contiguous parcels with differing circumstances. We are seeking clarification on how the IESO intends to assess such sites, particularly when the overall scope constitutes a New Site Development but includes land with prior use.</p> <p>Given the implications for eligibility and bid competitiveness, we respectfully submit that the project be considered a Greenfield development under LT-2 criteria.</p>	<p>Repurposing land that was previously used for another purpose for a proposed Project Site (or a portion thereof) is acceptable under the LT2 RFP.</p> <p>As indicated in Section 1.2 of the LT2(c-1) RFP and LT2(e-1) RFP, the LT2 RFP is intended to acquire capacity services and annual energy supply to meet system needs from New Build facilities only, where New Build is defined under the LT2 RFP as the development and construction of a new Electricity generating or storage facility that is not an Upgrade or Redevelopment. For additional clarity, a New Build facility must not include any infrastructure or equipment associated with a previous facility.</p> <p>The IESO will consider eligibility for redevelopments of existing facilities in future windows of the LT2 RFP.</p>
<p>11) Why has IESO removed the municipal consultation requirements (process) that were part of procurements E-LT1 and LT1 from LT2?</p> <p>a. Can municipalities require proponents complete a community based</p>	<p>The IESO has removed the municipal consultation engagement requirements that existed as an IESO procurement requirement under the E-LT1 RFP and LT1 RFP following stakeholder feedback it received from Municipalities during Community Engagement</p>

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<p>consultation as a condition of receiving a Municipal Support Resolution?</p>	<p>sessions conducted for the LT2 RFP. Rather than prescribe minimum requirements for community engagement as part of the RFP requirements, the IESO recognizes that the nature and scope of community engagement activities are inherently specific to each project and Municipality's unique circumstances and needs. Accordingly, the form of Municipal Resolution in Support of Proposal Submission specifically states: "<i>The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.</i>" The IESO expects that detailed community engagement plans will be necessary in order for a Municipality to provide the applicable form of Municipal Support Confirmation, and that Proponents will engage early with their Local Municipality to determine the nature and scope of engagement activities that that Municipality will require before granting their support.</p>
<p>12) What should be included in the Pre-Engagement Confirmation Notice municipalities provided to municipalities?</p> <p>a. Are proponents only required to consult with municipal staff and / or council?</p> <p>b. Is there no duty to consult with the community if it's non-indigenous?</p>	<p>A Pre-Engagement Confirmation Notice means a written notice by way of e-mail or certified mail delivered to an applicable Local Body Administrator as described in the Prescribed Form: Evidence of Municipal Support or Prescribed Form: Evidence of Indigenous Support, as applicable, which, among other things, indicates that the Proponent intends to submit a Proposal under the LT2 RFP and seeks to confirm applicable land-use details in relation to the proposed Project Site (or portion thereof).</p> <p>a. The purpose of the Pre-Engagement Confirmation Notice is to begin the conversation with the Local Municipality on their potential support for the Project. A significant component of that conversation is expected to be on the nature and scope of community engagement that will be required before issuing a Municipal</p>

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	<p>Support Confirmation (see answer to question #11. Ultimately, all community engagement requirements for the LT2 RFP will be set by the Local Municipality, and the IESO encourages prospective Proponents to engage with municipal staff early and often to determine what those requirements will be.</p> <p>b. Please see the answer to part a (please also note that the term “duty to consult” is a separate concept; for more information, please see the Ministry of Energy and Mines’ LT2 Indigenous Consultation Information Package.</p>
<p>13) We would like to modify the Municipal Support Resolution to document the agreed upon project details, criteria, and assurances provided by the proponent that were critical / crucial for receiving municipal support.</p> <p>a. Could IESO explain how they are planning to ensure that awarded contracts for projects include the scope of work presented as part of Municipal Support Resolution process?</p> <p>b. Do municipalities have right to revoke previously granted Municipal Support Resolutions in cases of scope deviation?</p>	<p>As indicated in the Guidance for Municipalities Section in the Prescribed Form: Evidence of Municipal Support, a Local Municipality may develop its own resolution to include additional details that it deems critical. However, when developing their own resolution, the resolution must contain the items identified in subsections (A), (B) and (C) within the Guidance for Municipalities Section.</p> <p>a. It is up to Municipalities to ensure that the scope of work presented by a Proponent as part of the Municipal Support Resolution process is complied with. The IESO’s responsibility is to ensure that a Facility is constructed as per the Facility Description provided in Exhibit A of the LT2 Contract, pending any Facility Amendment requests made by the Supplier that have been approved by the IESO and, in all circumstances in accordance with Good Engineering and Operation Practices (which includes compliance with all applicable Laws and Regulations).</p> <p>b. A previously granted Municipal Resolution in Support of Proposal Submission does not impact the Municipality’s legal authority over land use provided under the <i>Planning Act</i>, or the application of any other Laws and Regulations. A previously issued Municipal Resolution in Support of Proposal Submission must not have</p>

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	been revoked as at the Proposal Submission Deadline.
<p>14) Could IESO please confirm if a Proponent is not required to combine the various documents that form parts of the Proposal into a single document; and that the separate documents can be submitted via email?</p>	<p>Yes, per section 3.7 (c)(i) of the LT2(e-1) and LT2(c-1) RFP, Proponents must submit all documents that are applicable to the Proposal, electronically to LT2.RFP@ieso.ca, prior to the Proposal Submission Deadline. Each Prescribed Form should be delivered as a separate document and Proponents are strongly encouraged to use the naming convention provided for each document under section 3.7 (c)(i).</p> <p>In addition to the electronically submitted documents identified in Section 3.7(c)(i), a Proponent must provide the Proposal Security as a hard copy submission to the IESO's address provided in Section 3.7(d)(ii) prior to the Proposal Submission Deadline.</p>
<p>15) Is information provided by the Proponent in the Registration Workbook Question 5 legally binding for the duration of the contract, even though this is discussed in more detail in the Proposal Workbook? For avoidance of doubt, this question refers to "Long-Term Energy Project's maximum Contract Capacity (MW) (value to 2 decimal places)". For many projects, the maximum size may change between the registration and the proposal submission dates.</p>	<p>No, the Long-Term Energy Project's maximum Contract Capacity provided in Item #5 of the LT2 Registration Workbook is not legally binding for the duration of the LT2 Contract. The IESO recognizes that the maximum Contract Capacity may change between the time of registration and Proposal Submission. Accordingly, Proposals will be evaluated using the Contract Capacity indicated by a Proponent in the Proposal Workbook and this value will be legally binding for the duration of the LT2 Contract.</p>
<p>16) Given that the information required for CLSR is submitted to MNR long ahead of the proposal submission, what parts of CLSR inputs are allowed to be updated prior to the bid submission?</p>	<p>CLSRs must be submitted to MNR a minimum 25 days prior to the Proposal Submission Deadline. No changes would be permitted to the CLSR after that date.</p>
<p>17) Is the bank information in the Proposal Workbook section 4 "Proponent Payment Account Information (information for Section 5.5 of the LT2(e-</p>	<p>The bank information in section 4 of the Proposal Workbook is not binding for the duration of the LT2 Contract. As indicated in Section 5.5 of the LT2 Contract, payment</p>

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<p>1) Contract)" binding for the duration of the contractor or can it be changed later? Can this bank account be of one of the SPV's controlling entities or affiliates or does it have to be the SPV's? It would not be practical to open bank accounts for each proponent in advance of the proposal submission date and award date.</p>	<p>account will be updated prior to execution of the LT2 Contract and may be changed from time to time by written notice to the other party in accordance with Section 15.6 of the LT2 (e-1) and (c-1) Contract.</p> <p>Proponents may provide any bank account by indicating the account name and other required fields indicated in section 4 of the Proposal Workbook, including a bank account of one of the Proponent's affiliates.</p>
<p>18) Is the information provided in Q117-119 [of Proposal Workbook: LT2(e-1) PF-PW100] binding for the duration of the contract? The exact location of interconnection tends to be a variable during the environmental investigation, public consultations, and detailed engineering, hence making it subject to change.</p>	<p>The Connection Point details included in the Proposal Workbook will be incorporated into Exhibit A of the LT2(e-1) or (c-1) Contract. Section 2.1(b) of the LT2(e-1) and (c-1) Contract provide for a Facility Amendment process for minor alterations of the Facility description in Exhibit A of the applicable contract.</p>
<p>19) For the various documents that require a signature of witness – does the witness have to be a notary public or could it be anyone?</p>	<p>For the various LT2 RFP documents that require signature from a witness, the witness may be any individual that has reached the age of majority within Canada.</p>
<p>20) In the Crown Land Shapefile guidelines document, the Crown Land Shapefile Template is slightly different from the description in the document: The Applicant of Record ID# attribute short name is "AOR_ID" in the PDF, whereas it's "AOR_ID_Num" in the SHP template. Which one should we use?</p>	<p>Proponents should use the description from the template; "AOR_ID_Num".</p>
<p>21) In Question 8 of the proposal workbook, is IESO requesting that the Proponent identifies all entities between the Proponent and the Ultimate Controlling Parent; or just the immediate controlling entity (i.e. the main shareholder of the Proponent) and the other entities controlled by that immediate controlling entity? In some cases, there might be dozens of entities between the</p>	<p>In Item 8 and Item 9 of the Proposal Workbook, Proponent's are expected to list all of the Proponent's Control Group Members and all of its Ultimate Controlling Parent(s).</p> <p>If the fields in Item 8 and Item 9 are not able to accommodate the number of characters needed to list all entities, a Proponent may submit a separate document in .xlsx format listing all entities in a comma separated list, or alternatively with each entity listed in a separate</p>

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<p>Proponent and the Ultimate Controlling Parent, and hundreds of entities controlled by the Ultimate Controlling Parent.</p>	<p>row, as part of their electronic submission and indicating the filename of such separate document in Item 8 and/or Item 9 of the Proposal Workbook.</p>
<p>22) We are seeking clarification about the definition of Common Corridor Circuits. In the case of 2 circuits that start and end at common transmission stations but are not parallel to one another and don't utilize the same or proximate land-based rights of way, should we consider those circuits as Common Corridor Circuits?</p>	<p>Yes, two circuits that start and end at common transmission stations would be considered Common Corridor Circuits.</p>
<p>23) 10. As outlined in Section 2.2(g)(ii) of the LT2(e-1) RFP, the amount of the Completion and Performance Security is to be reduced from \$35,000/MW to \$20,000/MW as of the Commercial Operation Date (COD). We would appreciate clarification on whether the IESO provides a formal process or documentation for this adjustment, in particular:</p> <ul style="list-style-type: none"> a. A template amendment or addendum to the original Standby Letter of Credit that can be used with our issuing bank; b. Any notification form or standard letter to be submitted to the IESO at COD to trigger the reduction; c. Specific timing requirements or procedural steps to be followed (notice periods, approvals, etc.). <p>As this step is contractually required but not detailed in the RFP documentation, having formal guidance or templates would help ensure alignment and compliance.</p>	<p>Requirements in relation to the Completion and Performance Security are outlined in Section 6.1 and 6.2 of the LT2 Contract as well as in Exhibit C – Form of Irrevocable Standby Letter of Credit in the LT2 Contract.</p> <p>Upon achieving COD, a Supplier may submit a new Form of Irrevocable Standby Letter of Credit, as found in Exhibit C of the LT2 Contract by referencing the reduced Completion and Performance Security of \$20,000/MW effective as of the Commercial Operation Date. Alternatively, a Supplier may amend the existing Form of Irrevocable Standby Letter of Credit being held by the IESO as of such time. Provided that the existing Letter of Credit from the period prior to COD remains intact as required, the Supplier may take additional time following COD to amend or replace its Completion and Performance Security to the lower amount.</p>
<p>24) Is it permissible to overbuild a contract facility to manage potential production shortfall risk? For example, if the interconnection nameplate capacity is 100 MW and the so the Contract</p>	<p>No, under the LT2(e-1) RFP, the installed capacity must match the Contract Capacity of the Facility.</p>

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Capacity is 100 MW, can the installed capacity of the facility be 110 MW?	
25) Can the IESO provide the rationale behind excluding TransCanada Energy (TCE) from the definition of "Gas Transmission System" in the recent addendum?	The IESO is not excluding TransCanada Energy (TCE)'s infrastructure from the definition of "Gas Transmission System". The use of the terms "network" and "transmission" in relation to natural gas infrastructure has not been consistent in decisions and orders issued by the OEB and the definition of "Gas Transmission System" in the LT2(c-1) Contract is intended to correspond to all such infrastructure, whether owned by Enbridge, any other gas distributor, or TCE, the upgrade costs of which may be captured in an OEB decision in relation to natural gas interconnection and rate recovery.
26) Did the IESO consider the broader industry and regulatory definition of gas transmission, which encompass both intra-provincial and interprovincial pipelines, including TCE?	Please see the response to question #25.
27) Is the IESO planning to issue another addendum or clarification to include TCE in the definition of the "Gas Transmission System" to reflect a more comprehensive view of Ontario's gas transmission infrastructure?	No, the IESO will not be issuing another Addendum regarding this issue as current Addendum does not exclude gas pipeline infrastructure owned by TCE from the definition of "Gas Transmission System".
28) Is the IESO aware of the different gas transmission services required by gas-fired generators across the province, especially in regions outside the Southwestern Ontario, where both Enbridge and TCE are needed to ensure firm deliverability?	Please see the response to question #25.
29) Given the geographic realities of Ontario's gas transmission network, does the IESO plan to amend the Addendum to allow proponents in these regions to recover gas transmission-related costs?	Please see the response to question #27.

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30) Can the IESO clarify how the 75% cost recovery threshold was determined?	The 75% cost recovery threshold is a decision made by the IESO in consultation with government that represents an actionable midpoint, that leaves sufficient incentive on the part of the Proponent to mitigate or avoid these costs to the extent possible.
31) Will the IESO revise the current cost recovery mechanism to allow gas proponents in regions outside the Southwestern Ontario area (where the current mechanism applies) to recover 75% of gas transmission-related costs, ensuring that all regions have access to this risk-mitigation tool?	Please see the response to question #25.
32) Has the IESO assessed alternative cost recovery mechanisms available to Enbridge and TCE, rather than relying solely on upfront capital contributions?	The Gas Transmission System Upgrade Cost Sharing mechanism is available where Gas Transmission Upgrade Costs are allocated to a Supplier in the form of either a CIAC or a Rate Ride (the 2 primary modes of recovering such costs in OEB decisions on this subject to date). Should other cost recovery mechanisms evolve, this can be considered for future procurement windows.
33) Would the IESO consider requiring project proponents to internalize full transmission upgrade costs in their bid prices, regardless of region, thereby enabling true price discovery and competitive neutrality?	Please see the response to question #25. The intention of this mechanism is to reduce the impact of the uncertainty of Gas Transmission Upgrade Costs on pricing for Proposals utilizing natural gas.
34) If the IESO's mandate is to increase generation in Northern Ontario to meet growing demand, how does the IESO plan to address the disadvantage that projects in Northern Ontario will face due to the inability to recover transmission expansion costs, compared to projects in Southwestern Ontario?	Please see the response to question #25.
35) Will the IESO consider a standardized cost recovery mechanism, such as a 50% recovery threshold for approved transmission charges, to ensure fairness	Please see the response to question #32.

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and mitigate cost uncertainty across all gas-fired projects	