



**CONNECTION AGREEMENT FOR A SMALL EMBEDDED  
GENERATION FACILITY OR A MID-SIZED GENERATION  
FACILITY**

This Connection Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Between**

**ELEXICON ENERGY INC.**

(“Elexicon”)

**and**

\_\_\_\_\_  
(the “Generator”)

(each a “Party” and collectively the “Parties”)

**RECITALS**

**WHEREAS** Elexicon is the owner of the distribution system serving the service area described in electricity distribution licence number ED-2019-0128 (the “Licence”) issued by the Ontario Energy Board (the “Board”) (“Elexicon’s distribution system”).

**AND WHEREAS** the Generator owns or operates an embedded generation facility that is located in Elexicon’s licensed service area (the “Facility”).

**AND WHEREAS** the Generator has connected or wishes to connect its Facility to Elexicon’s distribution system and Elexicon has connected or has agreed to connect the Facility to Elexicon’s distribution system.

**AND WHEREAS** Elexicon has previously reviewed and accepted the Generator’s application to connect and related materials that were submitted to Elexicon in accordance with the process set out in the Distribution System Code (the “Code”) (altogether, the “Application”) and Elexicon and the Generator have signed a cost connection agreement (both of which are attached to this Agreement as Schedule A).

**AND WHEREAS** in accordance with its Licence and the Code, Elexicon has agreed to offer, and the Generator has agreed to accept, distribution service in relation to the Facility.

**NOW THEREFORE** in consideration of the foregoing, and of the mutual covenants, agreements, terms and conditions herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**1. Definitions and Schedules**

1.1 Words and phrases contained in this Agreement (whether capitalized or not) that are not defined in this Agreement have the meanings given to them in the *Electricity Act, 1998*, the *Ontario Energy Board Act, 1998*, any regulations made under either of those Acts, or the Code.

1.2 The following schedules form part of this Agreement:

Schedule A – Application and Cost Connection Agreement (recitals)

Schedule B – Single Line Diagram, Connection Point and Location of Facilities (Section 2.3)

Schedule C – List of Other Contracts (Section 3.4)

Schedule D – Technical and Operating Requirements (Section 4.1(d))

Schedule E – Billing and Settlement Procedures (Section 5.3)

Schedule F – Contracts for Notice (Section 12.1)

Schedule G – Dispute Resolution (Section 16.1)

Schedule H – Provisions Applicable if Facility Financed by a Lender (Sections 19.3, 20.3, and 21.1)

Where a schedule is to be completed by the Parties, the Parties may not include in that schedule a provision that would be contrary to or inconsistent with the Code or the remainder of this Agreement.

1.3 Definition of the word “Host”: Property owner, \_\_\_\_\_, the customer to this address prior to the Generator’s facility.

**2. Type of Facility and Generator**

2.1 The Facility has a name-plate rated capacity of:

*[Parties to check the applicable box below]*

☐ more than 10kW and:

- (a) up to and including 500kW, if the Facility is or will be connected to a less than 15kV line; or
- (b) up to and including 1MW, if the Facility is or will be connected to a 15kV or greater line

(in which case the Facility is a “Small Embedded Generation Facility”)

☐ 10MW or less and;

- (a) more than 500kW, if the Facility is or will be connected to a less than 15kV line; or
- (b) more than 1MW, if the Facility is or will be connected to a 15kV or greater line

(in which case the Facility is a “Mid-sized Embedded Generation Facility”)

2.2 The Facility is or will be connected:

*[Parties to check the applicable box(es) below]*

- ☐ directly to Elexicon's distribution system
- ☐ on the load customer side of a connection point to Elexicon's distribution system
  - ☐ the load customer is the same as the Generator
  - ☐ the load customer is \_\_\_\_\_

2.3 Schedule B sets out the following:

- (a) a single line diagram of the Facility;
- (b) a list of the facilities of one Party that are on the property of the other Party; and
- (c) a diagram of the metering installations applicable to the Facility.

2.4 The Generator:

*[Parties to check the applicable box(es) below]*

- ☐ intends to:
  - ☐ sell output from the Facility to the Independent Electricity System Operator ("IESO") and has entered into an agreement with the Ontario Power Authority for that purpose
  - ☐ deliver and sell output from the Facility to Elexicon  
(in which case the Generator is an "Embedded Retail Generator")
- ☐ does not intend to sell any of the output of the Facility to the Independent Electricity System Operator ("IESO") or Elexicon.

**3. Incorporation of Code and Application of Conditions of Service and Other Contracts**

- 3.1 The Code, as it may be amended from time to time, is hereby incorporated in its entirety by reference into, and forms part of, this Agreement. Unless the context otherwise requires, all references to "this Agreement" include a reference to the Code.
- 3.2 Elexicon hereby agrees to be bound by and at all times to comply with the Code, and the Generator acknowledges and agrees that Elexicon is bound at all times to comply with the Code in addition to complying with the provisions of this Agreement.
- 3.3 In addition to this Agreement, the relationship between Elexicon and the Generator will be governed by Elexicon's Conditions of Service that are in effect at the relevant time. In the event of a conflict or any inconsistency between a provision of this Agreement and a provision of Elexicon's Conditions of Service, the provision of this Agreement shall govern.
- 3.4 Elexicon may require or may have already required the Generator to enter into one or more of the other contracts listed in Schedule C. In the event of a conflict or an inconsistency between a provision of the Code or this Agreement and a provision of such other contract, the provision of the Code or this Agreement shall govern.

#### **4. Facility Standards**

- 4.1 The Generator shall ensure that the Facility:
- (a) meets all applicable requirements of the Electrical Safety Authority (“ESA”);
  - (b) conforms to all applicable industry standards including, but not limited to, those of the Canadian Standards Association (“CSA”), the Institute of Electrical and Electronic Engineers, the American National Standards Institute and the International Electrotechnical Commission;
  - (c) is installed, constructed, operated and maintained in accordance with this Agreement, Elexicon’s Offer to Connect, the requirements of the ESA, the cost connection agreement, all applicable reliability standards and good utility practice; and
  - (d) meets the technical and operating requirements set out in Schedule D. These requirements shall not exceed any technical or operating requirements set out in the Code unless the Generator agrees.

#### **5. Charges, Settlement and Billing**

- 5.1 The Generator shall pay Elexicon such charges as may be approved by the Board in relation to the connection of, and the provision of distribution service to, the Facility.

- 5.2 The Generator agrees to the following in relation to settlement for the output of the Facility:

*[Parties to check the applicable box below]*

☐ if the Generator is not an Embedded Retail Generator (see Section 2.4)

Elexicon will not pay the Generator for any excess generation that results in a net delivery to Elexicon between meter reads and there will be no carryover of excess generation from one billing period to the next unless the Generator is at the relevant time a net metered generator

☐ if the Generator is an Embedded Retail Generator (see Section 2.4)

Elexicon will settle applicable payments and charges in accordance with the Retail Settlement Code

- 5.3 Billing and settlement procedures for generation projects will be applied. This may include gross load billing, stand-by charges or other such charges or settlement processes that may be applicable, as approved by the Board and accordance with the procedures set out in Schedule E.

#### **6. Representations and Warranties**

- 6.1 The Generator represents and warrants to Elexicon as follows, and acknowledges that Elexicon is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) the Facility is fully and accurately described in the Application;
- (b) all information in the Application is true and correct;
- (c) the Facility is in compliance with all applicable technical requirements and laws;
- (d) the Generator has been given warranty information and operation manuals for the Facility;
- (e) the Generator has been adequately instructed in the operation and maintenance of the Facility and the Generator has developed and implemented an operation and maintenance plan based on those instructions;

- (f) if the Generator is a corporation or other form of business entity, the Generator is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (g) the Generator has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (h) this Agreement constitutes a legal and binding obligation on the Generator, enforceable against the Generator in accordance with its terms;
- (i) the Generator holds all permits, licences and other authorizations that may be necessary to enable it to own and operate the Facility; and
- (j) any individual signing this Agreement on behalf of the Generator has been duly authorized by the Generator to sign this Agreement and has the full power and authority to bind the Generator.

6.2 Elexicon represents and warrants to the Generator as follows, and acknowledges that the Generator is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) Elexicon is duly incorporated under the laws of Ontario;
- (b) Elexicon has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) this Agreement constitutes a legal and binding obligation on Elexicon, enforceable against Elexicon in accordance with its terms;
- (d) any individual signing this Agreement on behalf of Elexicon has been duly authorized by Elexicon to sign this Agreement and has the full power and authority to bind Elexicon.

## **7. Disconnection Device at the Point of Connection**

7.1 The Generator shall furnish and install a disconnection switch at the point of connection for the Facility that opens, with a visual break, all ungrounded poles of the connection circuit. The disconnection switch at the point of connection shall be rated for the voltage and fault current requirements of the Facility, and shall meet all applicable CSA standards, ESA requirements, and all other applicable laws. The switch enclosure, if applicable, shall be properly grounded. The disconnection switch at the point of connection shall be accessible at all times, located for ease of access to Elexicon's personnel, and shall be capable of being locked in the open position. The Generator shall follow Elexicon's procedures for switching, clearance, tagging, and locking.

## **8. Modifications to the Facility**

8.1 The Generator shall not modify its connection assets or the Facility except in accordance with this section. Where the modification will not increase the maximum electrical output of the Facility, the Generator shall give Elexicon no less than fifteen (15) working days' notice prior to the date on which the modification will be completed. Where the modification will increase the maximum electrical output of the Facility, the Generator shall submit a new application for connection to Elexicon. Elexicon shall process that application for connection in accordance with the Code. The Generator shall not commence such modification until that process has been completed.

**9. Insurance**

- 9.1 Throughout the term of this Agreement, the Generator shall carry commercial general liability insurance for third party bodily injury, personal injury, and property damage in an amount as follows:

*[Parties to check the applicable box below]*

- ☐ if the Facility is a Small Embedded Generation Facility (see Section 2.1)  
not less than \$1,000,000 per occurrence and in the annual aggregate
- ☐ if the Facility is a Mid-sized Embedded Generation Facility (see Section 2.1)  
not less than \$2,000,000 per occurrence and in the annual aggregate

Prior to execution of this Agreement, the Generator shall provide Elexicon with a valid certificate of insurance. The Generator shall provide Elexicon with prompt notice of any cancellation of the Generator's insurance by the insurer.

**10. Liability and Force Majeure**

- 10.1 The liability provisions of Section 2.2 of the Code apply to this Agreement and are hereby incorporated by reference into, and form part of, this Agreement.
- 10.2 A Party shall have a duty to mitigate any losses relating to any claim or indemnification from the other Party that may be made in relation to that other Party. Nothing in this section shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.
- 10.3 A Party shall give prompt notice to the other Party of any claim with respect to which indemnification is being or may be sought under this Agreement.
- 10.4 The force majeure provisions of Section 2.3 of the Code apply to this Agreement and are hereby incorporated by reference into, and form part of, this Agreement.

**11. Facility Commissioning and Testing**

- 11.1 The Generator shall give Elexicon at least fifteen days advance written notice of the date(s) and time(s) on which the Facility will be commissioned and tested prior to connection. The Generator shall give Elexicon the same notice in relation to the commissioning and testing of any material modification to the Generator's connection assets or Facility that occurs after connection.
- 11.2 Elexicon shall have the right to witness the commissioning and testing activities referred to in Section 11.1.

**12. Notice**

- 12.1 Any notice, demand, consent, request or other communication required or permitted to be given or made under or in relation to this Agreement shall be given or made: by courier or other personal form of delivery; by registered mail; by facsimile; or by electronic mail. Notices shall be addressed to the applicable representative of the Party identified in Schedule F.
- 12.2 A notice, demand, consent, request or other communication referred to in Section 12.1 shall be deemed to have been made as follows:
- (a) where given or made by courier or other form of personal delivery, on the date of receipt;
- (b) where given or made by registered mail, on the sixth day following the date of mailing;  
where given or made by facsimile, on the day and at the time of transmission as indicated on the sender's facsimile transmission report; and

- (c) where given or made by electronic mail, on the day and at the time when the notice, demand, consent, request or other communication is recorded by the sender's electronic communications systems as having been received at the electronic mail destination.

### **13. Access to Facility**

- 13.1 Each Party shall ensure that its facilities are secured at all times.
- 13.2 The Generator shall permit, and if the land on which the Facility is located is not owned by the Generator, cause such landowner to permit, Elexicon's employees and agents to enter the property on which the Facility is located at any reasonable time. Such access shall be provided for the purposes of inspecting and/or testing the Facility as and when permitted by this Agreement, the Code or Elexicon's Conditions of Service or as required to ensure the continued safe and satisfactory operation of the Facility, to ensure the accuracy of Elexicon's meters, to establish work protection, or to perform work.
- 13.3 Any inspecting and/or testing referred to in Section 13.2 shall not relieve the Generator from its obligation to operate and maintain the Facility and any related equipment owned by the Generator in a safe and satisfactory operating condition and in accordance with this Agreement.
- 13.4 Elexicon shall have the right to witness any testing done by the Generator of the Facility and, to that end, the Generator shall provide Elexicon with at least fifteen (15) working days advance notice of the testing.
- 13.5 Notwithstanding Section 10.1, where Elexicon causes damage to the Generator's property as part of this access, Elexicon shall pay to the Generator the Generator's reasonable costs of repairing such property or, if such property cannot be repaired, replacing such property.
- 13.6 Notwithstanding Section 10.1, if the Generator has been given access to Elexicon's property, and if the Generator causes damage to Elexicon's property as part of that access, the Generator shall pay to Elexicon reasonable costs of repairing such property or, if such property cannot be repaired, replacing such property.

### **14. Disconnection of Facility to Permit Maintenance and Repairs**

- 14.1 If the Generator requests it, Elexicon will provide the Generator with reasonable notice of any planned equipment outages in Elexicon's distribution system that occur on or after the date of the Generator's request which will impact the Facility or its connection.
- 14.2 Elexicon will make reasonable efforts to ensure that the outages referred to in Section 14.1 will be of minimal duration and cause minimal inconvenience to the Generator.
- 14.3 In connection with any planned equipment outage, either Party may disconnect or isolate, or require the disconnection or isolation of, its Facility or system (as applicable) from the other Party's Facility or system (as applicable) so that the employees, contractors or agents of the Party may construct, maintain, repair, replace, remove, investigate or inspect its own Facility or system (as applicable) in accordance with the terms of this Agreement and good utility practice.
- 14.4 Where practical, the Generator shall notify Elexicon prior to temporarily isolating or disconnecting the Facility from Elexicon's distribution system.

### **15. Disconnection of Facility for Other Reasons**

- 15.1 The Generator shall discontinue operation of the Facility and Elexicon may isolate or disconnect the Facility from Elexicon's distribution system, upon any of the following:
  - (a) termination of this Agreement in accordance with Section 19;

- (b) if the Generator's connection assets or the Facility are modified by the Generator in a manner contrary to Section 8.1;
  - (c) during an emergency or where necessary to prevent or minimize the effects of an emergency;
  - (d) in accordance with Sections 31, 31.1 or 40(5) of the *Electricity Act, 1998*, other applicable law, the Code, Elexicon's Licence or Elexicon's Conditions of Service; or
  - (e) where required to comply with a decision or order of an arbitrator or court made or given under Schedule G.
- 15.2 In the event of disconnection under Section 15.1(b), the Facility shall remain isolated or disconnected from the Distributor's distribution system until the connection process referred to in section 8.1 has been completed.
- 15.3 In the event of disconnection under Section 15.1(c), Elexicon shall reconnect, or permit the reconnection of, the Facility to Elexicon's distribution system when it is reasonably satisfied that the emergency has ceased and that all other requirements of this Agreement are met.
- 15.4 In the event of disconnection under Section 15.1(d) or 15.1(e), Elexicon shall reconnect, or permit the reconnection of, the Facility to Elexicon's distribution system when Elexicon is reasonably satisfied that the reason for the disconnection no longer exists, the Generator agrees to pay all Board-approved reconnection costs charged by Elexicon, and Elexicon is reasonably satisfied of the following, where applicable:
  - (a) the Generator has taken all necessary steps to prevent the circumstances that caused the disconnection from recurring and has delivered binding undertakings to Elexicon that such circumstances shall not recur;  
and
  - (b) any decision or order of a court or arbitrator made or given under Schedule G that requires a Party to take action to ensure that such circumstances shall not recur has been implemented and/or assurances have been given to the satisfaction of the affected Party that such decision or order will be implemented.
- 15.5 Where the Facility has been isolated or disconnected, each Party shall be entitled to decommission and remove its assets associated with the connection. Each Party shall, for that purpose, ensure that the other Party has all necessary access to its site at all reasonable times.
- 15.6 The Generator shall continue to pay for distribution services provided up to the time of isolation or disconnection of its Facility.
- 15.7 The Generator shall pay all reasonable costs including, but not limited to, the costs of removing any of Elexicon's equipment from the Generator's site, that are directly attributable to the isolation or disconnection of the Facility and, where applicable, the subsequent decommissioning of the Facility. Elexicon shall not require the removal of the protection and control wiring on the Generator's site.
- 15.8 While the Facility is isolated or disconnected, Elexicon shall not be required to convey electricity to or from the Facility.



**16. Dispute Resolution**

- 16.1 Any dispute between the Generator and Elexicon arising under or in relation to this Agreement will be resolved in accordance with Schedule G. The Parties shall comply with the procedure set out in Schedule G before taking any civil or other proceeding in relation to the dispute, provided that nothing shall prevent a Party from seeking urgent or interlocutory relief from a court of competent jurisdiction in the Province of Ontario in relation to any dispute arising under or in relation to this Agreement.

**17. Amendments**

- 17.1 The Parties may not amend this Agreement without leave of the Board except where and to the extent permitted by this Agreement.
- 17.2 The Parties may by mutual agreement amend this Agreement to reflect changes that may from time to time be made to the Code during the term of this Agreement.
- 17.3 The Parties may by mutual agreement amend any portion of a schedule that was originally to be completed by the Parties.
- 17.4 No amendment made under Sections 17.2 or 17.3 shall be contrary to or inconsistent with the Code or the remainder of this Agreement.
- 17.5 The Parties shall amend this Agreement in such manner as may be required by the Board.
- 17.6 Any amendment to this Agreement shall be made in writing and duly executed by both Parties.

**18. Waiver**

- 18.1 A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance, whether of the same or any other nature.

**19. Term of Agreement and Termination**

- 19.1 This Agreement shall become effective upon execution by the Parties, and shall continue in effect until terminated in accordance with Sections 19.2 or 19.3.
- 19.2 The Generator may, if it is not then in default under this Agreement, terminate this Agreement at any time by giving Elexicon thirty (30) days prior written notice setting out the termination date.
- 19.3 Except as set out in Schedule H, Elexicon may terminate this Agreement upon any material breach of this Agreement by the Generator (a "Default"), if the Generator fails to remedy the Default within the applicable cure period referred to in Section 19.4 after receipt of written notice of the Default from Elexicon.
- 19.4 The Generator shall cure a Default within the applicable cure period specified in the Code or Elexicon's Conditions of Service. If no such cure period is specified in relation to a given Default, the cure period shall be sixty (60) working days.
- 19.5 Termination of this Agreement for any reason shall not affect:
- (a) the liabilities of either Party that were incurred or arose under this Agreement prior to the time of termination; or
  - (b) the provisions that expressly apply in relation to disconnection of the Generator's facilities following termination of this Agreement.

- 19.6 Termination of this Agreement for any reason shall be without prejudice to the right of the terminating Party to pursue all legal and equitable remedies that may be available to it including, but not limited to, injunctive relief.
- 19.7 The rights and remedies set out in this Agreement are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to a Party at law or in equity. Nothing in this Section 19.7 shall be interpreted as affecting the limitations of liability arising from Section 10.1 or the obligation of a Party to comply with Section 16 while this Agreement is in force.
- 19.8 Sections 19.5 to 19.7 shall survive termination of this Agreement.

**20. Exchange and Confidentiality of Information**

- 20.1 Confidential information in respect of a Party means (i) information disclosed by that Party to the other Party under this Agreement that is in its nature confidential, proprietary or commercially sensitive and (ii) information derived from the information referred to in (i), but excludes the following:

- (a) information that is in the public domain; or
- (b) information that is, at the time of the disclosure, in the possession of the receiving Party, provided that it was lawfully obtained from a person under no obligation of confidence in relation to the information.

- 20.2 Subject to Section 20.3, each Party shall treat all confidential information disclosed to it by the other Party as confidential and shall not, without the written consent of that other Party:

- (a) disclose that confidential information to any other person; or
- (b) use that confidential information for any purpose other than the purpose for which it was disclosed or another applicable purpose contemplated in this Agreement.

Where a Party, with the written consent of the other Party, discloses confidential information of that other Party to another person, the Party shall take such steps as may be required to ensure that the other person complies with the confidentiality provisions of this Agreement.

- 20.3 Nothing in Section 20.2 shall prevent the disclosure of confidential information:

- (a) where required or permitted under this Agreement, the Code, the Market Rules or Elexicon's licence;
- (b) where required by law or regulatory requirements;
- (c) where required by order of a government, government agency, regulatory body or regulatory agency having jurisdiction;
- (d) if required in connection with legal proceedings, arbitration or any expert determination relating to the subject matter of this Agreement, or for the purpose of advising a Party in relation thereto;
- (e) as may be required to enable Elexicon to fulfill its obligations to any reliability organization; or
- (f) as may be required during an emergency or to prevent or minimize the effects of an emergency.

- 20.4 Notwithstanding Section 10.1, a Party that breaches Section 20.2 shall be liable to the other Party for any and all losses of the other Party arising out of such breach.

- 20.5 The Parties agree that the exchange of information, including, but not limited to, confidential information, under this Agreement is necessary for maintaining the reliable operation of Elexicon's distribution system. The Parties further agree that all information, including, but not limited to, confidential information, exchanged between them shall be prepared, given and used in good faith and shall be provided in a timely and cooperative manner.
- 20.6 Each Party shall provide the other with such information as the other may reasonably require to enable it to perform its obligations under this Agreement.
- 20.7 Each Party shall, as soon as practicable, notify the other Party upon becoming aware of a material change or error in any information previously disclosed to the other Party under this Agreement and, in the case of the Generator, in any information contained in its Application. The Party shall provide updated or corrected information as required to ensure that information provided to the other Party is up to date and correct.

**21. Assignment, Successors and Assigns**

- 21.1 Except as set out in Schedule H, the Generator shall not assign its rights or obligations under this Agreement in whole or in part without the prior written consent of Elexicon, which consent shall not be unreasonably withheld or unduly delayed. Elexicon may withhold its consent to any proposed assignment until the proposed assignee assumes, in writing, all of the Generator's obligations contained in this Agreement.
- 21.2 Elexicon shall have the right to assign this Agreement in whole upon written notification to the Generator.
- 21.3 This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns.

**22. Governing Law**

- 22.1 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**23. Entire Agreement**

- 23.1 Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject-matter hereof and supersedes all prior oral or written representations and agreements of any kind whatsoever with respect to the subject-matter hereof.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

---

Signature

---

Print Name

---

Title

**ELEXICON ENERGY INC.**

---

Sam Sadeghi  
Vice President, Distribution Operations and Asset Management

## **SCHEDULE A**

### **Offer To Connect, CIA Application, and CIA Reports**

#### **Recitals**

See the attached Application and connection cost agreement.

[To be attached by the Parties]

**SCHEDULE B**

**Single Line Diagram, Point of Common Coupling (PCC)  
and Location of Facilities (Section 2.3)**

**B.1 Single Line Diagram and Point of Common Coupling (PCC)**

**B.1.1 Single Line Diagram (As Built)**

The single line drawing supply by the Generator is attached as Appendix B-1.

Note: Elexicon please refer to the latest revision of print on file for operating purposes.

Print Owner	Print Reference #
Elexicon:	Elexicon to Enter Drawing Name Here
Generator:	Generator to Enter Drawing Name Here

**B.1.2 Description of Facilities**

Generator to Enter Project Title Here is located at Generator to Enter Service Address Here and is a Generator to Enter Generator Type Here facility with Generator to Enter # of Generators Here generator(s) rated at Generator to Enter kW Here kW.

**B.1.3 Description of Point of Common Coupling (PCC)**

The above facility is connected to Hydro One's Generator to Enter TS Name Here, via Elexicon's Generator to Enter Elexicon's Feeder Here feeder at Generator to Enter Voltage Here kV. Disconnection is via Host-owned disconnect load break switch, Generator to Enter Switch Name Here located near the Point of Common Coupling (PCC); the demarcation point between Elexicon and Generator to Enter Entity Here.

**B.2 List of Facilities on the Property of the Other Party**

**B.2.1** The following facilities of the Generator are located on the property of Elexicon:

N/A.

**B.2.2** The following facilities of Elexicon, relating to the purpose of this Agreement, are located in the property of the Host:

Elexicon to Identify Facilities Here.

**APPENDIX B-1**

**SINGLE LINE DRAWING (AS BUILT)**

See attached Single Line Drawing – Generator to Enter Drawing Name Here

---

**APPENDIX B-2**

**METERING FACILITIES DIAGRAM**

See attached Metering Single Line Diagram – Elexicon to Enter Diagram Name Here

## **SCHEDULE C**

### **List of Other Contracts (Section 3.4)**

The following other contracts have been or will be entered into by the Parties:

- If applicable, Generator to specify if there's an agreement with Landowner
- Generator to list any other applicable agreements

## SCHEDULE D

### Technical and Operating Requirements

The following technical and operating requirements apply to the Facility:

#### **D.1 General Technical Requirements for Facilities**

Subject to Section 6.2.28 and 6.2.29 of the Distribution System Code, the Parties shall comply with the general technical requirements set out in the Distribution System Code.

#### **D.2 Facility Standards**

In addition to the requirements of Section 4 of the Agreement, the Generator shall ensure that the Facility and all equipment therein shall be installed, constructed, operated and maintained in accordance with the manufacturer's recommendations. Maintenance shall be conducted on a regular, planned basis. The Generator shall have a regular, scheduled maintenance plan to ensure that the Generator's connection devices, protection systems and control systems are maintained in good working order and shall provide Elexicon with a copy of such maintenance plan, at any time, upon Elexicon's request.

#### **D.3 Requirements for Operations and Maintenance**

##### **D.3.1 Ownership and Controlling Authority**

A Party may change its designated Controlling Authority set out below at any time during the term of the Agreement, subject to the following conditions:

- (a) Either Party shall notify the other in writing of any change in its designated Controlling Authority at least ten (10) working days before implementing a change.
- (b) Notification of any changes to the Controlling Authority shall be exchanged between Elexicon and Generator as follows:

ELEXICON	GENERATOR
<ul style="list-style-type: none"><li>• Elexicon's Contract Administrator (see Schedule F, Section F.1)</li><li>• All affected Controlling Authorities</li></ul>	<ul style="list-style-type: none"><li>• <b>Generator to Complete</b></li></ul>

##### **D.3.2 Ownership and Operating Control by Distribution System Substation**

Elexicon's Grid Operations Group is the Controlling Authority of the Elexicon Facilities and Equipment listed below, except where otherwise indicated. The Generator's Controlling Authority has control over all Generator Equipment except where otherwise indicated.



Equipment, relating to this generator, located at	
<b>Exlexicon owns the following:</b> <b>Note: * Indicates Controlling Authority belongs to Generator</b>	<b>Generator owns the following:</b> <b>Note: * Indicates Controlling Authority belongs to Exlexicon</b>
<b>Switches:</b> Exlexicon to Complete <b>Fuses:</b> Exlexicon to Complete <b>Loops:</b> Exlexicon to Complete	<b>Switches:</b> Generator to Complete <b>Fuses:</b> Generator to Complete <b>Loops:</b> Generator to Complete
<b>Feeders:</b> Exlexicon to Complete <b>Description of assets at demarcation point:</b> <b>Fused disconnect switches at pole #Number</b>	<b>Feeders:</b> <b>Description of assets at demarcation point:</b> Generator to Complete
<b>Telecommunications:</b> Exlexicon to Complete	<b>Telecommunications:</b> Generator to Complete
<b>Protection Systems:</b> Standard Feeder Protection	<b>Protection Systems:</b> DG system Disconnect Inverter protections in accordance with the requirements of CSA22.3 #9-2020, IEEE1547SA

**D.3.3 Includes a list of any Generator Equipment on Exlexicon's property and vice versa, not included in D.3.2 or D.3.3 above.**

The information below is from Schedule B, Sections B.2.1 & B.2.2	
<b>Generator Equipment on Exlexicon's Property</b> <b>Note: * Indicates Controlling Authority belongs to Generator</b>	<b>Exlexicon's Equipment on Host Property</b> <b>Note: * Indicates Controlling Authority belongs to Exlexicon</b>
<b>List Equipment</b>	<b>List Equipment</b>

**D.3.4 Communication between the Parties**

D.3.4.1 Communications shall be addressed to the applicable representative of the Party identified in Schedule F (Contacts for Notice) of this Agreement.

D.3.4.2 Upon planning any changes that could affect the reliability of Exlexicon's distribution system, the Generator shall promptly submit a written report to Exlexicon describing any and all changes in the information that it submitted as registered system planning data in the Connection application form, including, without limitation, changes to Generator Equipment, and associated protective relaying or protective relaying settings, or any other changes of any kind whatsoever that might affect the reliability of Exlexicon's distribution system. The portion of this protection that affects Exlexicon's distribution system must be designed, and installed in a manner that is acceptable to Exlexicon in order for the Generator to remain connected.

- D.3.4.3 All communications between the Parties about day-to-day operating and maintenance matters shall at all times go through the System Control Centre, or those other persons to whom the System Control Centre has delegated as the communication authority.
- D.3.4.4 Each Party shall provide the other with the name of a current 24 (twenty-four) hour contact to respond to operating and maintenance matters, which shall be listed in a schedule to the Agreement.
- D.3.4.5 Each Party shall provide the other with all necessary instructions for Emergency responses, including reporting procedures and the names of site Emergency Coordinators as and when necessary.
- D.3.4.6 Each Party shall provide the other with all required Work Protection documentation and written notices.
- D.3.4.7 Where one Party's work requires the other's participation or cooperation, or in the other's opinion could adversely affect normal operation of its facilities and equipment, the Parties shall establish procedures and cost sharing criteria for the work and adhere to them in performing the work unless they agree otherwise in writing.

### **D.3.5 Reporting Protocol**

- D.3.5.1 Elexicon shall promptly report to the Generator any changes in Elexicon Facilities and Equipment that could materially affect the connection service provided to the Generator.
- D.3.5.2 The Generator shall promptly report to Elexicon any changes in its Generator's Equipment that could materially affect the performance of Elexicon's distribution system.
- D.3.5.3 The Generator shall provide prompt notice to Elexicon in accordance with Sections 14 & 15 of the Main Body of this Agreement before connecting or disconnecting the Generator Equipment from Elexicon's distribution system.
- D.3.5.4 Upon Elexicon's request, the Generator shall promptly report to Elexicon any and all incidents involving the automatic operation of the Generator's protective relaying that could affect Elexicon Facilities and Equipment and/or potentially result in personal injury (including death).
- D.3.5.5 Upon the Generator's request, Elexicon shall promptly report to the Generator any and all incidents involving the automatic operation of Elexicon's protective relaying that could affect Generator Equipment and potentially result in personal injury (including death).

### **D.3.6 Work by Elexicon's Staff on the Generator's Site and Facilities**

- D.3.6.1 When Elexicon's staff, its contractors, or agents work at the Generator's site, such staff, contractors and agents shall observe the Generator's safety and environmental requirements.
- D.3.6.2 Notwithstanding D.3.6.1 above, when Elexicon can demonstrate to the Generator's satisfaction, acting reasonably that Elexicon's safety and environmental practices provide for an equivalent or better level of safety or environmental protection, the Generator shall permit Elexicon to use its safety and environmental practices. As a minimum, all applicable laws shall govern such work.

### **D.3.7 Work by the Generator's Staff on Elexicon's Site**

D.3.7.1 When the Generator's staff, its contractors, or agents work at Elexicon's site, Elexicon's safety and environmental requirements shall be observed by such staff, contractors and agents.

D.3.7.2 Notwithstanding D.3.7.1 above, when the Generator can demonstrate to Elexicon's satisfaction, that the Generator's safety and environmental practices provide for an equivalent or better level of safety or environmental protection, Elexicon shall permit the Generator to use its safety and environmental practices. As a minimum, all applicable laws shall govern such work.

### **D.3.8 Day to Day Operations & Maintenance**

D.3.8.1 Only Qualified persons shall perform operations and maintenance.

D.3.8.2 The Generator shall be responsible for operating and maintaining Generator Equipment in accordance with Good Utility Practice, all applicable laws, the Code and the Agreement.

D.3.8.3 Elexicon shall be responsible for operating and maintaining Elexicon Facilities and Equipment in accordance with Good Utility Practice, all applicable laws, the Code and the Agreement.

### **D.3.9 Normal Operations**

#### **Controlling Authority Quick Reference**

Elexicon Controlling Authority: System Control Centre (SCC)

Generator Operating Designation: Elexicon to enter project name

Generator Business: Commercial Generator

Generator Contact Information: refer to **Schedule F**

Generator Single Line Diagram: refer to **Schedule B**

Equipment Ownership & Operating Control: refer to **D.3.2**

Emergency DG Disconnect or Isolator Device: Elexicon to fill in switch we have control of for the project(**D.3.2, D.3.12.4**)

Transfer Trips to DG: Elexicon to fill in y/n

Normal Supply Configuration: Elexicon to fill in project feeder (**D3.9.3, D.3.9.4**)

Alternate Supply Configuration: Elexicon to complete (**D.3.9.3, D.3.9.4**)

Failure of Generator Interface Protections: DG must automatically disconnect (**D.3.9.6.1, D.7.7**)

Failure of Tele-metering: Controlling Authority may instruct DG to disconnect (**D.3.9.8, D.7.7**)

Maximum Permissible Active Power = Elexicon to fill in kW capacity (**D.8**)

If at any time the utility supply is lost, the Generator must verbally contact Elexicon's Controlling Authority as identified in Schedule F.1 and be granted permission before injecting electricity into Elexicon's distribution system.

If for any reason the Generator's normal or approved alternate supply is changed, Elexicon's Controlling Authority will immediately contact the Generator and the Generator shall promptly cease injecting electricity into Elexicon's distribution system. The Facility may stay connected as a load customer. Once Elexicon's distribution system is restored, Elexicon's Controlling Authority will contact the Generator to inform them they may reconnect their Facility for generation purposes.

#### D.3.9.1 Hold-off Procedures

A Hold-off is used to restrict the operation of a device to previously agreed limits, except with the Holder's consent.

Hold-offs are most commonly used to block the auto-reclosing and the manual re-energization of a line following an automatic trip.

Under no circumstances shall a Hold-off be used in place of a Work Protection.

If remote control is lost to devices under a Hold-off, the Controlling Authority must notify the Holder that the Hold-off is no longer in effect until the integrity of the Hold-off is confirmed.

When a Hold-off is in effect on a line or other apparatus, it shall not be re-energized following an automatic trip until communication is established with the holder and his/her consent is obtained. It is a basic requirement of Hold-off procedures that satisfactory communication be established and maintained between the Controlling Authority and the Holder of the Hold-off.

#### D.3.9.2 Switching

The Generator must comply with the Utility Work Protection Code when performing all switching operations.

D.3.9.2.1 A Party's Controlling Authority shall be responsible for establishing in writing for agreement by the other Party, the appropriate conditions for and the co-ordination of switching on the equipment under its control from time to time throughout the term of the Agreement.

D.3.9.2.2 When the Parties have so agreed in writing, one Party may appoint an employee of the other as its designate for switching-purposes.

D.3.9.2.3 The Generator shall comply with all switching instructions issued by Elexicon's Grid Operations department to maintain the security and reliability of Elexicon's distribution system. The two Controlling Authorities shall agree to procedures prior to undertaking any switching-operations.

#### D.3.9.3 Limitations of Distribution System

D.3.9.3.1 Due to design or protection limitations in Elexicon's distribution system, the following are the only supply configurations that can be used for the Facility's Connection:

Supply station(s): Elexicon to Complete  
Supply feeder(s): Elexicon to Complete  
Supply breaker(s): Elexicon to Complete  
Feeder reclosure time: [typically 0.5 to 2 seconds]

Normal feeder configuration must comply with Distributor's Operating Diagram Elexicon to Complete (diagram ref #), however other system configurations and the affect on the Generator may be assessed and approved by Elexicon.

D.3.9.3.2 Whenever Elexicon needs to make changes to Elexicon's distribution system from the allowed supply configuration outlined in D.3.9.3.1 above, the Facility must first be manually disconnected from Elexicon's distribution system. Abnormal system or equipment conditions and maintenance requirements are expected to be the primary reasons for requiring the Facility to be disconnected.

#### D.3.9.4 Additional Operating Restrictions

##### Administrative Control – Generator Reconnection with Elexicon Grid Supply Feeder

###### **Purpose:**

The purpose of the Administrative Control outlined below is to ensure that a Generator does not automatically reconnect a non-approved distribution grid supply feeder in the Elexicon electric distribution system.

In the event of an outage on the approved for connection grid supply feeder, the Elexicon SCC may switch to an alternate grid supply feeder that is not approved for generator energization. An Administrative Control is necessary at this time to ensure the Generator does not connect to the non-approved alternate grid supply feeder.

The Administrative Control outlined below will be replaced with an engineered control at a later date. The Generator will be required to take any necessary steps to comply with the engineered control requirements, as required by Elexicon, once available.

###### **Administrative Control Procedure:**

1. The Generator's generation equipment shall be configured such that it will not automatically reconnect to Elexicon's supply feeder in the event of loss of voltage on the feeder. The Generator's generation equipment shall be configured to require a manual re-set to reconnect Elexicon's supply feeder.
2. In the event the Generator's generation equipment automatically disconnects from Elexicon's supply feeder, the Generator shall contact the Elexicon SCC for permission to re-energize the supply feeder prior to manually reconnecting.
3. If the approved for connection grid supply feeder is the supply feeder at the time of the Generator request to reconnect, permission from the Elexicon SCC to reconnect will be granted. If an alternate, non-approved grid supply feeder is the supply feeder at the time of the Generator request to reconnect, permission to reconnect will be denied by the Elexicon SCC. Failure to comply with the above Administrative Control procedure will result in the immediate disconnection of the Generator from the Elexicon distribution system until such time as an engineered control is approved by Elexicon and implemented by the Generator. The Generator will be responsible for any damages or penalties, resulting from generator operation on an un-approved feeder.
4. The Elexicon SCC will grant approval to the Generator to reconnect to said line once the approved for connection grid supply feeder is restored.

Elexicon may request to witness the abovementioned hold-off functionality as per section D.6.

The requirements outlined in this Administrative Control are in addition to the requirements outlined in applicable standards related to generator connections with electric distribution systems.

D.3.9.5 Distributed (Embedded) Generation Interface Protection

D.3.9.5.1 The Generator's Interface Protection must comply with the requirements outlined in the Distribution System Code's Appendix F: Process and Technical Requirements for Connecting Embedded Generation Facilities. Furthermore, the Generator's Interface Protection must comply with HONI's "Distributed Generation Technical Interconnection Requirements Interconnections at Voltages 50KV and Below" latest edition for Generators Connecting to Elexicon's distribution system.

D.3.9.5.2 The Generator's Interface Protection must cause the Facility to be disconnected before reconnection to Elexicon's distribution system takes place

D.3.9.5.3 Section intentionally removed.

D.3.9.5.4 Islanding Protection

The Facility is restricted to parallel operation with the Distribution System. At no time shall the Facility supply Elexicon's distribution system load while Elexicon's distribution system load is separated from the Distribution System [i.e. islanding mode operation is not permitted]. The Generator Interface Protection (which is defined in D.3.9.5.5 below) includes under-frequency, and under-voltage elements. These elements can only be relied upon to quickly disconnect the Facility for an island condition when the maximum aggregate capacity of the Facility is much lower than the minimum distribution load.

D.3.9.5.5 Fault Protection

The Facility's protection system (the "Generator Interface Protection") shall be capable of automatically isolating the generator from Elexicon's distribution system for the following:

- internal faults within the Facility; and/or
- external faults on Elexicon's distribution system supply feeder(s) as outlined in D.3.9.3 above.

Typically fault protection is provided by over-current, unbalanced voltage, impedance or other fault detection elements.

D.3.9.5.6 Fault protection selectivity and sensitivity has to be maintained over the range of minimum to maximum fault currents with in-feed from the Facility.

D.3.9.5.7 The Generator will maintain the Generator's Interface Protection fault protection to provide adequate coverage over the complete lengths of the distribution feeder, and to provide clearance times and coordination of the phase and ground protections for the feeder configuration and fault levels, subject to Elexicon's distribution system supply configuration limitations outlined in D.3.9.3 above. The Generator Interface Protection must clear external faults on the supply feeder(s) at least 200ms prior to the re-closure of Elexicon's feeder breaker(s) at the supply station(s).

D.3.9.5.8 Elexicon will maintain Elexicon's protections to provide adequate coverage over the complete lengths of the distribution feeder, and provide adequate clearance times and coordination of the phase and ground protections for the feeder configuration and fault levels, subject to Elexicon's distribution system supply configuration limitations outlined in D.3.9.3 above.

## Connection Agreement for Small-Mid Embedded Generation Facility

D.3.9.5.9 Items D.3.9.5.7 and D.3.9.5.8 above will need to be reviewed and revised as required whenever there are material changes to Elexicon's distribution system or the Facility's capacities or equipment characteristics to maintain adequate protection coordination.

D.3.9.5.10 Any material increase to the Facility's generation equipment capacities or material change to equipment characteristics must be applied for and follow the process outlined in the Code, similar to what is done for a new installation. Some examples of material increase or change are:

- MW or MVAR capability of the facility
- Interface transformer size or winding configuration
- Protection & control of the facility, including breakers, relays, etc.
- Electrical single line diagram (SLD) of the facility
- Fuel type or turbine type
- Change in the Connection location

### D.3.9.6 Failure of Generator Protection

D.3.9.6.1 The Generator shall immediately disconnect the Facility from Elexicon's distribution system whenever the capability of the Generator Interface Protection outlined in section D.3.9.5 fails or becomes disabled. This would include failure or inoperability of Generator Interface Protection system or their associated breakers.

D.3.9.6.2 An alternate means of removing the Facility energy source from Elexicon's distribution system must be available to cover the situation when the associated breaker fails to open for Generator Interface Protection operation. This could include opening of the isolating switch at the PCC (Point of Common Coupling), disabling an inverter, or removing the prime mover and excitation system as appropriate.

D.3.9.6.3 Where the Facility is greater than or equal to 250 kW, an alarm signal shall be generated and transmitted to Elexicon whenever the condition described in D.3.9.6.1 occurs. Additional requirements as specified in HONI's "Distributed Generation Technical Interconnection Requirements Interconnections at Voltages 50KV and Below" document or the CIA may also apply.

### D.3.9.7 Provision of Connection Status and Tele-metered Analog Quantities

D.3.9.7.1 Section intentionally removed.

D.3.9.7.2 Section intentionally removed.

D.3.9.7.3 Section intentionally removed.

### D.3.9.8 Failure of Connection Status and Tele-metered Analog Quantities

### D.3.10 Isolation of Equipment

Upon the request of one Party's Controlling Authority, the other Party's Controlling Authority or its designate shall provide the required timely isolation of equipment as required for Emergency switching or to establish a Supporting Guarantee.

In any situation where the Generator-owned load break switch has been opened and locked by Elexicon, the Generator shall not unlock the switch without the express approval of the Controlling Authority of Elexicon's supply feeder.

#### D.3.10.1 Isolation of Generator Equipment or Elexicon Facilities and Equipment

- D.3.10.1.1 If the Generator requires isolation of its Generator Equipment or the Elexicon Facilities and Equipment, then the Generator's Controlling Authority shall deliver a written notice to Elexicon's Controlling Authority to ask for a Supporting Guarantee. The notice shall set out Elexicon assigned equipment operating designations if applicable. The Generator Equipment designations shall be set out in the notice whenever Elexicon's equipment operating designations have not been assigned.
- D.3.10.1.2 The Generator shall pay Elexicon's actual costs for isolating and reconnecting Generator Equipment.

#### D.3.10.2 Isolation of the Generator Equipment [for attended Facilities]

- D.3.10.2.1 If Elexicon requires isolation from Generator Equipment then Elexicon shall request the Generator's Controlling Authority to provide a Supporting Guarantee.
- D.3.10.2.2 The Supporting Guarantee shall identify the Generator's assigned designations for the operating equipment.

#### D.3.10.3 Alternative Method of Isolation [for unattended EG facilities]

- D.3.10.3.1 When establishing Work Protection on equipment under their control, either Party may include devices controlled by the other Party, rather than obtaining a Supporting Guarantee from the other Party. **Permission must first be obtained from the other Party's Controlling Authority.**
- D.3.10.3.2 The Generator will provide access to Elexicon to the Generator's Facilities and Equipment when required to establish the Work Protection.
- D.3.10.3.3 Establishing of any Work Protection shall be in accordance with and in compliance with the Utility Work Protection Code.
- D.3.10.3.4 The Generator shall maintain an external disconnect switch 89-AX-2. This device must be capable of interrupting the load current for maximum net generation conditions. Its location is illustrated in Appendix D-3 and shall not change without prior notification to Elexicon.
- D.3.10.3.5 In all cases the Generator shall comply with Ontario Electrical Safety Code (OESC). Section 84 (Interconnection of Electric Power Production Sources). Some excerpts from the abovementioned document are as follows:



Disconnecting means shall:

- Have contact operation verifiable by direct visible means
- Have provision for being locked in the open position
- Be capable of being operated at rated load
- Be readily accessible to Elexicon personnel
- Not be located in or beyond an area hazardous (defined by ESA) to Elexicon's personnel.
- A three phase load interrupter device
- Lockable
- Assessable to the supply authority
- The isolating device shall have a visual break when installed on system operating at more than 750 volts.

### **D.3.11 Planned Outages**

- D.3.11.1 The Generator shall schedule all planned work with Elexicon's Grid Operation's Group to co-ordinate Planned Outages that directly affect Elexicon Facilities and Equipment.
- D.3.11.2 At least ten (10) working days in advance of planned work, the Generator's Controlling Authority shall provide written requests to Elexicon's appropriate contact identified in Schedule F of this Agreement if the planned work involves:
- a. Any disconnection from Elexicon's distribution system e.g. Disconnection from a feeder breaker owned by Elexicon or by the Generator; or
  - b. Load changes, transfers or switching operations that directly affect Hydro One Facilities and Equipment.
- D.3.11.3 Elexicon's Controlling Authority shall notify the Generator's Controlling Authority at least two (2) working days in advance of any planned work that directly affects Generator Equipment, by contacting the Generator's appropriate contact identified in Schedule F.
- D.3.11.4 Either Party's Controlling Authority shall provide notice of a change in the date and time of pre-planned work, at least two (2) working days in advance of the planned date.
- D.3.11.5 If the change can be reasonably accommodated, both Parties shall establish a new date. If the Parties cannot agree, Elexicon will have the right to set the date of the Planned Outage upon providing the Generator with not less than two (2) working days prior notice.

### D.3.12 Emergency Operations

#### D.3.12.1 Forced Outage

When a Forced Outage by one Party adversely affects the other's equipment or facilities, the first Party's Controlling Authority shall give prompt notice to the Controlling Authority of the second Party. Each Party's Controlling Authority shall have sole authority to identify the need for and initiate a Forced Outage on equipment under its control.

#### D.3.12.2 Emergency Operations

Elexicon may be required from time to time to interrupt the provision of distribution services to the Generator during an Emergency to prevent imminent injury to persons, to protect the stability, reliability, and integrity of the Elexicon Facilities and Equipment, or to maintain its equipment availability. During an Emergency, either Party may take whatever immediate action it deems necessary and is Qualified to perform to safeguard public safety, life, and property without first notifying the other Party.

#### D.3.12.3 Conditions of Restoration

When a Distributor's distribution feeder has been automatically removed from service then:

- a) One attempt to energize the feeder by Elexicon shall be made after one (1) minute and if unsuccessful;
- b) Another attempt to energize the feeder by Elexicon can be made after two (2) minutes of the original trip; and if unsuccessful;
- c) Any further attempts to energize the feeder is at the discretion of Elexicon's Controlling Authority
- d) Should restoration attempts by Elexicon to the distribution system fail to re-establish stable voltages within fifteen minutes, automatic reconnection of the Facility interconnection system shall be disabled and all future reconnection requests after fifteen minutes shall be authorized by the Controlling Authority.

##### D.3.12.3.1 Reconnect as a Load

Following an automatic feeder removal, the Facility may automatically **reconnect as load only** once the distribution system voltages are stable within normal limits for continuous period of 15 – 30 seconds in order to restore power to their Station Service, DGIT and other critical loads.

##### D.3.12.3.2 Resynchronize Generators and Provide Energy to System

Once the Facility has successfully reconnected to the distribution system as a load following an automatic feeder removal, the Facility may resynchronize generation and provide energy to the distribution system (as per CSA Standard CAN3-C235-83) once voltage is stabilized to within 6% of nominal, frequency is between 59.5Hz and 60.5Hz, and any Administrative or Engineered controls (as mentioned in D.3.9.4) have been satisfied, and 5 minutes has passed since the final event.

All requests must be authorized by the controlling authority to allow for **manual** resynchronization.

#### D.3.12.4 Emergency Switching

This section would include Generator specific information during Emergency Operations.

Elexicon's personnel may request and obtain the permission of the Generator's Controlling Authority to act as the Issuing and Establishing Authority under the Utility Work Protection Code with respect to the ability to operate the Generator-owned disconnect switch# Elexicon to Complete during emergencies.

Elexicon shall have the capability to unlock, operate and lock switch Elexicon to Complete with Elexicon's lock using a single-lock arrangement. Until such time when Elexicon deems it safe for the generator to reconnect, Elexicon will open and lock the disconnect as described above.

When Elexicon deems it safe for the generator to reconnect, Elexicon will:

- ☐ (a) Remove Elexicon lock, leaving disconnect in OFF position.
- ☐ (b) Remove Elexicon lock, operate disconnect switch, leaving disconnect in ON position, and locking disconnect cabinet using a single-lock configuration.
- ☐ (c) Remove Elexicon lock, operate disconnect switch, leaving disconnect in ON position, and locking disconnect cabinet using a double-lock configuration.

By choosing either option (b) or (c) above, the Generator acknowledges that they will not be notified prior to Elexicon closing the abovementioned disconnect. The Generator accepts sole responsibility for all risks to personnel safety, and potential for equipment damage of any kind.

### D.4 Metering Requirements

#### D.4.1 Embedded Market Participant Generators

If the Generator has elected to be a Market Participant or has been assessed by the IESO to have impacts on system limits, the Generator will be responsible for the ownership, installation and maintenance of the meter and to contract the services of a registered MSP. The metering standards are as prescribed in the Market Rules.

#### D.4.2 Non-Market Participant Generators

Metering requirements for embedded non-Market Participant Generators are defined in the respective and then current Elexicon technical specifications. Said document may be amended or updated from time to time based upon new rules or regulations announced by the Minister of Energy and/or the Ontario Energy Board.

### D.5 Compliance, Inspection, Testing and Monitoring

**D.5.1** The Generator shall inspect, test and monitor its Generator Equipment connected to Elexicon's distribution system to ensure and maintain compliance with all applicable laws, the Conditions of Service, the Code and the Agreement.

**D.5.2** When requested by Elexicon, the Generator shall produce test certificates certifying that its Generator Equipment have passed the relevant tests and comply with all applicable laws before connection.

- D.5.3** The Generator shall provide Elexicon with the Generator's Confirmation Of Verification Evidence Report (COVER)
- D.5.4** Within thirty (30) working days of receiving the above documentation or as required by the Code, Elexicon shall notify the Generator that it:
- a. agrees with the proposed Connection commissioning program and test procedures; or
  - b. requires changes in the interest of safety or maintaining the reliability of Elexicon's distribution system, and that such request for changes shall be sent to the Generator promptly.
- D.5.5** Elexicon may inspect Generator Equipment and or request to witness or participate in any commissioning tests related to new or replacement equipment that could reasonably be expected to affect the performance of Elexicon's distribution system. The Generator shall pay Elexicon all actual costs associated with witnessing such tests. For those tests that require Elexicon's participation or witnessing, the Generator shall provide Elexicon with no less than fifteen (15) working days prior written notice. **Note: All tests must be coordinated and approved ahead of time through the normal outage and work management system planning processes**
- D.5.6** The Generator must submit proof that their Generator Equipment have been inspected and approved by ESA prior to Connection or start of commissioning (authorization to connect). Any future changes to Generator Equipment must also be approved by ESA (alternatively the Generator may provide proof of an exemption from ESA to Elexicon).
- D.5.7** At least three (3) weeks prior to Connection, the Generator shall have provided Elexicon with a Commissioning Report complete with Elexicon accepted Generator Interface Protection settings that summarize the results of the commissioning program and tests completed in accordance with the final plan as determined by Item D.5.4 above.
- D.5.8** Immediately following Connection the Generator will complete Final Potential and On-load Checks and will complete and submit Confirmation Of Verification Evidence Report (COVER) as per Instructions for Completing Step 6 of that form.

**D.6** **Re-Verification of Protection and Control Systems**

- D.6.1** The Generator shall re-verify its station protections and control systems that can impact on Elexicon's distribution system. Requirements will be equivalent to what Elexicon would require for re-verification of its own facilities that have similar potential impact to Elexicon's distribution system, normally every eight (8) years.
- D.6.2** Within three (3) months of Connection, the Generator shall provide Elexicon with the Generator's proposed protection and control re-verification program (including test procedures and schedules).

**D.6.3** Within thirty (30) working days of receiving the above documentation or as required by the Code, Elexicon shall notify the Generator that it:

- a. agrees with the proposed re-verification program and test procedures; or
- b. requires changes in the interest of safety or maintaining the reliability of Elexicon's distribution system, and that such request for changes shall be sent to the Generator promptly.

**D.6.4** For those tests that require Elexicon's participation or witnessing, the Generator shall provide Elexicon with no less than fifteen (15) working days notice. **Note: All tests must be coordinated and approved ahead of time through the normal outage and work management system planning processes, as described in Section 14 of the Main Body of this Agreement..**

**D.6.5** The Generator will complete the re-verification in accordance with D.6.3 above and submit complete documentation of the test results to Elexicon within one month of the completed tests.

## **D.7 Telemetry, Monitoring, and Telecommunications**

Elexicon shall advise Generators of the performance and details of required tele-metering facilities that serve them. Some requirements depend on the size and specific location of the Connection to Elexicon's distribution system. Elexicon shall determine the requirements for telemetry.

### **D.7.1 Telecommunication Medium**

Section intentionally removed.

### **D.7.2 Types of Telecommunication Channels**

Section intentionally removed.

### **D.7.3 Ownership of Telecommunication Terminal Equipment**

Section intentionally removed.

### **D.7.4 Responsibility for Work and Costs Associated with Breakdown and Routine Maintenance**

Section intentionally removed.

### **D.7.5 Re-verification Schedule**

Section intentionally removed.

### **D.7.6 Inventory of Communication Equipment**

Section intentionally removed.

### D.7.7 Failure of Communication Equipment

Section intentionally removed.

### D.7.8 Mean Time for Repairs

Section intentionally removed.

### D.7.9 Reporting Requirements for Generators

The Generator shall keep a written or electronic log. This log will record the date and time, along with a description of the incident. The incidents recorded, must include, but are not limited to those in the table below. The Generator must make the log, or a copy of the log, available for Elexicon's review upon request, within five (5) working days of that request.

The Generator will provide reports to Elexicon's Distribution Account Executive (See Schedule F, Contact List - Section 1) either on a requested basis, or for specific types of incidents that require reports as per the table within five (5) working days of the incident.

The report must include, but is not limited to:

- Facility and/or Generator Name and Account Number
- Supply Feeder
- Date and time of incident
- General description of the incident, including cause, if known
- Did the Facility equipment trip correctly
- Voltage (if available)
- Frequency (if available)
- Amps
- Active Power (kW or MW)
- Reactive Power (kVAR or MVAR)
- Any available oscillography or digital fault records (DFR) related to the above
- Generator connection status (individual units)
- Which relays operated (targets & description). Any available sequence of events records (SER) related to the above
- Corrective actions taken

These are the incident types to be recorded:

**Note:** Elexicon may modify the incidents to be logged or recorded in the table below, based on those relevant to Elexicon's distribution system specific to this Connection.

<u>Incident</u>	<u>Logged</u>	<u>Report Required</u>	<u>Real Time Communication</u>
Protection System Malfunction or Failure at the Facility (see D.3.9.6)	Yes	As requested	Day of
Trip from the Facility's Relay Operation	Yes	As requested	Within Hour
Electrical failure/incident at the Facility	Yes	As requested	As requested
Mechanical failure/incident at the Facility	Yes	As requested	As requested
Trip from Feeder incident	Yes	As requested	Within Hour

## **D.8     Active and Reactive Power Deliveries**

Maximum Allowed to Elexicon's distribution system (to complete where applicable)

Maximum Permissible Amount for Delivery (kW): Elexicon to Complete

Maximum Power Factor (lag): as required by Distribution System; up to 0.90 lag

Maximum Power Factor (lead): as required by Distribution System; up to 0.90 lead

The Generator shall operate the Facility at a Power Factor within the range specified by the Maximum kVAR (lag) and Maximum kVAR (lead), unless otherwise agreed by Elexicon. As Elexicon's distribution system conditions change from time to time, Elexicon shall have the right, at its sole discretion, to revise the specified Power Factor or other agreed to form of operation, for the Facility, from time to time on not less than thirty (30) days prior written notice to the Generator.

## **D.9     Generator Equipment Terms**

**D.9.1**   The Generator shall take reasonable steps to ensure that the operation or failure of any Generator Equipment does not cause a Distribution System outage or disturbance.

**D.9.2**   Any Generator condition that adversely affects the Distribution System shall be corrected immediately by the Generator at the Generator's cost.

**D.9.3**   Where directed by Elexicon, the Generator shall take corrective or preventative action on the Generator's electric system where there is a direct hazard to the public or the Generator is causing or could cause adverse effects to the reliability of Elexicon's distribution system. If the situation is not corrected, Elexicon may disconnect the Generator in accordance with its disconnection policy in its Conditions of Service.

**D.9.4**   Despite Section 2.2.1 of the Code, if damage to the Distribution System or increased operating costs result from the connection of the Facility, the Generator shall reimburse Elexicon for these costs.

**D.9.5**   Section intentionally removed.

## APPENDIX D-1

### Operating Instructions for Elexicon Energy Inc. Staff

Section intentionally removed.

## APPENDIX D-2

### Definitions

*In accordance with Section 1.1 of the Agreement words and phrases command in this Agreement (whether capitalized or not) that are not defined in this Agreement have the meanings given to them in the Electricity Act, 1998, the Ontario Energy Board Act, 1998 any regulations made under either of those Acts, or the Code. Throughout this Schedule "D", unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings:*

**"A"** means Ampere, unit of electrical current.

**"Agent"** means a qualified person duly authorized by a Generator to perform specific limited operations for the Controlling Authority.

**"applicable laws"**, means any and all applicable laws, including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, protocols, policies, by-laws, orders, injunctions, rulings, awards, judgments or decrees or any legal requirement or decision or agreement with or by any government or government department, commission, board, court authority or agency.

**"Business Day"** means a day other than a Saturday, a Sunday, a statutory holiday in Ontario or any other day on which the principal chartered banks located in the City of Toronto, are not open for business during normal banking hours.

**"Connect"** means to form a physical link to or through Elexicon's distribution facilities.

**"Controlling Authority"** means a person or officer responsible for performing, directing, or authorizing changes in the conditions or physical position of specific apparatus or devices.

**"COVER"** stands for Elexicon's "Confirmation of Verification Evidence Report".

**"CSA"** means Canadian Standards Association.

**"Generator Equipment"** means all electrical and mechanical equipment used by the Generator and does not include any Elexicon Facilities and Equipment.

**"Defined Point of Sale"** shall be the point on the boundary of the IESO-controlled grid at which settlement transactions are deemed to take place.

**"De-energized"** is a state in which the stored potential energy of an Isolated piece of equipment has been discharged. In an electrical apparatus, electrical energy is typically discharged through a Connection to an effective ground potential.

**"Demarcation Point"** has the same meaning as "ownership demarcation point" in the Distribution System Code.

**"Distributed Generation End Open" or "DGEO"** means a real time signal that is continuously sent from the Generator to Elexicon. It establishes the connection status of the generation equipment. The signal is derived from all breakers/circuit switchers at the interface between the Facility and the PCC necessary to establish DG connectivity. DGEO is required at Elexicon Energy's location to block closing when the Facility is connected. DGEO may also be required, to be sent, as real-time-operating data to the OGCC, so the Controlling Authorities of Elexicon's distribution system are aware of the connection status.

**"ESA"** means the Electrical Safety Authority.



**“Establishing Authority”** means a person or officer responsible for preparing, checking and establishing the conditions for a Work Permit or Supporting Guarantee.

**“Forced Outage”** means the automatic or manual limitation of service by a party's Controlling Authority, owing to de-rating or limitation of equipment, or the unavailability of equipment as a result of actual or potential failure of that equipment or equipment related to it.

**“Good Utility Practice”** means any of the practices, methods and acts engaged in or approved by significant portion of the electric utility in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America.

**“Hold off”** is used to restrict the operation of a device to previously agreed limits, except with the Holder's consent. Hold-off is most commonly used to block the auto reclosing and the manual re-energization of a line following an automatic trip.

**“Holder”** is the person who has **accepted** the Work Permit or Supporting Guarantee and therefore has attained working and/or testing rights for the work group. The Holder is assigned responsibilities for ensuring that everyone in the work group is protected from the viewpoint of the Code.

**“Elexicon Facilities and Equipment”** means Elexicon's meters, wires, poles, cables, transformers, any other structures, equipment, all other appliances and equipment or other things used for Distributing electricity.

**“Isolated”** means the state in which a piece of equipment has been disconnected from any

source of dynamic energy. Typically, apparatus is isolated by means of devices such as valves or electrical switches.

**“kVA”** Kilovolt-ampere, apparent power (1000 volt-amperes).

**“kVARh”** Kilovar-hour, (1000 volt-ampere reactive expended in one hour).

**“kW”** Kilowatt, practical unit of active power (1000 watts).

**“kWh”** Kilowatt-hour, practical unit of electric energy expended in one hour (1000 watt per hour with respect to time).

**“Licence”** means a licence issued by the OEB under Part V of the Ontario Energy Board Act.

**“Meter Service Provider”** or **“MSP”** means a person that provides, installs, commissions, registers, maintains, repairs, replaces, inspects and tests metering installations.

**“OEB”** means the Ontario Energy Board.

**“Planned Outage”** means an outage that results when a component is deliberately taken out of service at a pre-selected time, usually for the purpose of construction, preventive maintenance or repair.

**“Point of Common Coupling (PCC)”** has the same meaning as “Point of Supply” in the Distribution System Code and means the point where the Generator's Facilities are to connect to Elexicon's distribution system.

**“Power Factor”** means the ratio of active to apparent power.

**“Promptly”** means performed in an expeditious manner and without undue delay, using due diligence, and with the intent of completing a required act or task as quickly as practicable.

**“Qualified”** means assessed by a party as satisfactory in personal competency, familiarity with and knowledge of all applicable rules, regulations, guidelines, policies, codes, procedures, apparatus and equipment, and dangers of work and operation.

**“Rate Order”** means an order of the OEB that is in force at the relevant time which, among other

things, regulates distribution and distribution rates to be changed by a licensee.

**“SCADA”** means System Control and Data Acquisition, used to monitor and control Elexicon’s distribution system.

**“Settlement Hour”** means a period of one hour which corresponds to a particular dispatch hour for which metering data determined in accordance with Market Rules and physical market prices for services calculated pursuant to Market Rules that are to be used to calculate the settlement debits and credits of Market Participants.

**“Supporting Guarantee”** means a guarantee issued in support of a Work Protection guaranteeing isolation/de-energizing at switches, or other devices, under the Operating Control of the issuer.

**“Synchronize”** means the process of connecting two previously separated alternating current apparatuses or systems after matching frequency, voltage, phase angles, etc. (e.g., paralleling a generator to the electric system.)

**“Taxes”** means all property, municipal, sales, use, value added, goods and services, harmonized and any other non-recoverable taxes and other similar charges (other than taxes imposed upon income, payroll or capital).

**“Temporary overvoltage”** or **“TOV”** means the power-frequency voltage, on a sound phase, at a

selected location, during a line-to-ground fault affecting one or more phase.

**“Transfer Trip”** or **“TT”** means a protection trip signal that is sent from Elexicon source to the Distributed (Embedded) Generation(s) when Elexicon supply to the feeder is interrupted. Transfer Trip is intended to rapidly disconnect the Distributed Generation(s) for the purpose of minimizing fault duration, preventing island mode operation and to ensure the DG will be disconnected before Elexicon supply is restored.

**“Under Frequency Load Shedding”** means automatic “Load Shedding” by a protective relay, when frequency declines to preset levels on a time curve.

**“V”** means volt, a measure of electrical voltage.

**“VT”** means Voltage transformer, instrument transformer that is designed for the measurement of voltage.

**“Wholesale Metering”** means metering that complies with Chapter 6 of the Market Rules.

**“Work Protection”** means the provision of a safe environment for work. A guarantee that an Isolated, or Isolated and De-energized condition has been established for work and will continue to exist, except for approved tests; and

**“Wye”** means the electrical configuration that supports a system neutral.

**APPENDIX D-3**

**Location of External Disconnect**

See attached – Location of External Disconnect

## SCHEDULE E

### Billing and Settlement Procedures (Section 5.3)

The following provisions apply in relation to billing and settlement in relation to the Facility:

#### **E.1 Settlement Terms for Customers with an Embedded Generation Facility**

Arranging for Distribution Services: The Generator or its representative shall not have access to distribution services until it has met all the applicable requirements of the Code, Conditions of Service and the Agreement to Elexicon's satisfaction, including the installation of all equipment required to connect the Facility to the Distribution System and to meter the provision of the Distribution Service for the purpose of billing and settlement as per the relevant distribution Rate Orders approved by the OEB. All revenue meters and associated equipment required for billing and settlement shall meet the requirements of Elexicon and the Code.

The metering for the Facility shall conform to Measurement Canada standards and Elexicon's retail metering standards except for IESO registered meters. IESO registered meters must comply with Market Rules. The metering will be installed at the Point of Supply with respect to asset ownership. The Point of Supply for the Facility is the primary live line clamp or line switch that is installed on or at Elexicon's distribution line. The Point of Supply may also be referred as the point of common coupling (PCC).

If it is not practical to install the meter at the PCC, Elexicon shall apply site-specific loss adjustments for the Facility in order to calculate all relevant charges and generation payment in accordance with the relevant Rate Order, the Retail Settlement Code and the Distribution System Code. The site-specific loss adjustment supplied by the Generator is attached in Appendix E-2.

For purposes of worker protection, equipment protection, or contractual default by either the Generator or the Host, Elexicon reserves the right to physically disconnect, remotely disable (if applicable), or issue an order for the Generator to cease to energize utility lines. In such case, the Generator shall be responsible for all losses of revenue, power consumption, and applicable account fees.

Should the Generator, for whatever reason, default on this Agreement, and an external disconnect is not readily accessible to Elexicon, the Generator shall permit, and if the land on which the Facility is located is not owned by the Generator, cause such landowner to permit, Elexicon's employees and agents to enter the property on which the Facility is located at any reasonable time, for the purpose of a lock-off.

If any facilities on the Generator side of the Elexicon demarcation point with the grid, are owned by a party other than Elexicon or the Generator, the Generator accepts that their continuous connection to the grid is at the mercy of said third party. Should the third party, for whatever reason, default on their agreement with Elexicon, Elexicon will open load switch, for the purpose of a lock-off, thus, disconnecting both the third party and the Generator downstream. Elexicon will not be involved in such disputes, nor be responsible for any lost revenue or costs to the Generator.

Disputes between Elexicon and the Generator shall be dealt with in accordance with the dispute resolution process specified in Schedule G – Dispute Resolution.

### **E.1.1 Sale of Power by Elexicon**

E.1.1.1 The terms and conditions under which the Facility accepts Standard Supply Service from Elexicon are described in the Conditions of Service except for IESO registered generators. IESO registered generators must comply with the Market Rules for delivery charges for power withdrawn from the distribution system.

E.1.1.2 Application of Distribution Rates by Point of Supply: For applicable tariffs and charges per Point of Supply and connection points, please refer to the Retail Settlement Totalization Table that is available from Elexicon upon request.

The retail settlement totalization table will be updated by Elexicon from time to time as required to reflect changes in the Generator's connections.

### **E.1.2 Purchase of Power by Elexicon**

This section applies only to non-IESO registered generators.

E.1.2.1 Under no circumstances will Elexicon pay for electrical energy (kWh) supplied by the Facility to Elexicon at the Point of Supply that is in excess of the amount specified as the Maximum Permissible Amount for Delivery in Schedule "D", Section D.8 of this Agreement.

E.1.2.2 N/A

E.1.2.3 In the event settlement data received from the metering at the Facility is not a final value or is unavailable for whatever reason, Elexicon will estimate the payment and perform any necessary reconciliation and include the results in the subsequent payment or payments.

E.1.2.4 Settlement of power purchase payments for electrical energy delivered shall occur monthly. The first payment to the Generator will be made only after the first full calendar month of operation and according to the established settlement timeline. Such payments may be re-directed as per E.2.2.

E.1.2.5 Settlement payments shall be issued by Elexicon within twenty-one (21) business days after the end of a calendar month during which the Facility delivered electrical energy to Elexicon at the Point of Supply. Unless otherwise agreed to by the parties, any invoice is subject to adjustment for errors in arithmetic, computation, meter reading corrections and estimates. Any adjustments for errors will be made in the month following the month in which the error was first detected by Elexicon or first brought to the attention of Elexicon.

E.1.2.6 Each Party must notify the other of any billing statement errors within fifteen (15) Business Days of the date of issuance of payment otherwise the statement amount will be deemed to be correct.

E.1.2.7 All electronic payments made by Elexicon to the Generator shall be sent to the Generator's designated Canadian bank account with a statement to the Generator's address, by first class mail delivery or by facsimile to the Generator's facsimile number. The Generator may change the Canadian bank account to which payments are to be made or the address to which the generation statements are to be sent hereunder upon thirty (30) business days' written notice to Elexicon, unless the parties agree otherwise.

E.1.2.8 Unless expressly provided otherwise in this Section, the Parties agree that Elexicon's effective late payment charge rate shall be applied to any overdue settlement payments not issued by Elexicon within twenty one (21) Business Days after month end above. These payments shall accrue interest on the unpaid balance from the due date until payment is issued.

E.1.2.9 Elexicon shall have the right to deduct any amounts owing to Elexicon by the Generator, including, but not limited to charges for Standard Supply Service, from the power purchase payments payable by Elexicon to the Generator.

## **E.2 Method of Payment**

### **E.2.1 Electronic Funds Transfer**

Complete and return **AUTHORIZATION OF ELECTRONIC FUNDS TRANSFER** form (Available on Elexicon Website).

### **E.2.2 Cheque**

## **E.3 Meter Service Provider Information**

**(Note: If MSP is other than Elexicon, revise information below as required)**

The MSP referred to here is the ongoing operational provider not the design and installation provider.

Elexicon is the MSP *(only for non-market participants)*

## **E.4 Metering Information**

The latest meter information is available from Elexicon upon request.

The Generator hereby permits Elexicon to provide the IESO with access to the applicable LDC Portal or the IESO's MVPortal equivalent with respect to the facility on the behalf of the Generator.

## APPENDIX E-1

### Generator Connection Information

Identification	OEB Licence Number:	N/A (carry over from FIT)
	Generator Legal Name: Site Name:	Generator Enter Project Title Here
	GeneratorSite Location: Municipal Address (Street, City, Province, PC) Legal Property Description	Generator Enter Info
	GST Number: IESO Registration Number (if applicable): Debt Retirement Charge Exemption: If yes attach certificate Market Participant Identifier (if applicable): IESO Contract No. (if applicable)	N/A N/A N/A IESO Contract No.

## **APPENDIX E-2**

### **Site Specific Loss Adjustment (SSLA)**

[Elexicon to provide site specific loss adjustment]

[To be completed by Elexicon]

This is for net metering/solar.



## SCHEDULE F

### Contacts for Notice (Section 12.1)

#### Telephone Contacts

*Either Party has the right to change the position designations and telephone numbers listed below with immediate effect at any time by written notice. Any employee of a Party with apparent authority may deliver such a notice to the other Party.*

#### **F.1 Day-to-Day Operation**

For the Operation of **Elexicon Energy Inc. (Elexicon)** Distribution Network and **(Generator)** connection of the generation station known as .

ELEXICON		GENERATOR
<b>Operating Contacts (Real Time)</b>		
Position:	System Control Centre (SCC)	
Name:	Various	
Address:	55 Taunton Rd., E.	
City:	Ajax	
Province/Postal:	ON L1T 3V3	
Phone Number:	905-427-9870, Ext. 2210 or 1-888-445-2881	
Fax Number:	n/a	
Email Address:	n/a	
<b>*Emergency No.:</b>	<b>905-427-2756</b>	
<b>Outage Planning (Pre-event)</b>		
Position:	Connections Supervisor	
Name:	Chris Callaghan	
Address:	55 Taunton Rd., E.	
City:	Ajax	
Province/Postal:	ON L1T 3V3	
Phone Number:	+(1) 905-424-6570, Ext 4234	
Fax Number:	n/a	
Email Address:	<a href="mailto:ccallaghan@elexiconenergy.com">ccallaghan@elexiconenergy.com</a>	
<b>Operating Support (Post Event)</b>		
Position:	System Control Centre	
Name:	Various	
Address:	55 Taunton Rd., E.	
City:	Ajax	
Province/Postal:	ON L1T 3V3	
Phone Number:	905-427-9870, Ext. 2210	
Fax Number:	n/a	
Email Address:		

---

**Contract Administrator for Operating Service**

Position: Connections Supervisor

Name: Chris Callaghan  
Address: 55 Taunton Rd., E.

City: Ajax  
Province/Postal: ON L1T 3V3  
Phone Number: +(1) 905-424-6570, Ext 4234  
Fax Number: n/a  
Email Address: [ccallaghan@elexiconenergy.com](mailto:ccallaghan@elexiconenergy.com)

---

**F.2 Billing Contact Information**

	<b>ELEXICON</b>	<b>CUSTOMER</b>
Position:	Manager, Billing	
Name:	David Nortes	
Address:	55 Taunton Rd., E.	
City:	Ajax	
Province/Postal:	ON L1T 3V3	
Phone Number:	905-427-9870, Ext. 5329	
Fax Number:	n/a	
Email Address:	<a href="mailto:dnortes@elexiconenergy.com">dnortes@elexiconenergy.com</a>	

## **SCHEDULE G**

### **Dispute Resolution (Section 16.1)**

- G.1** The Party claiming a dispute will provide written notice to the other Party. The Parties will make reasonable efforts through or by their respective senior executives to resolve any dispute within sixty (60) days of receipt of such notice.
- G.2** If a dispute is settled by the senior executives of the Parties, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties. The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement. If a Party fails to comply with the terms of settlement, the other Party may submit the matter to arbitration under Section G.3. A copy of the minutes referred to in this section from which all confidential information has been expunged shall be made available to the public by Elexicon upon request.
- G.3** If the senior executives of the Parties cannot resolve the dispute within the time period set out in Section G.1 or such longer or shorter period as the Parties may agree, either Party may submit the dispute to binding arbitration under Sections G.4 to G.8 by notice to the other Party.
- G.4** The Parties shall use good faith efforts to appoint a single arbitrator for purposes of the arbitration of the dispute. If the Parties fail to agree upon a single arbitrator within ten (10) working days of the date of the notice referred to in Section G.3, each Party shall within five (5) working days thereafter choose one arbitrator. The two arbitrators so chosen shall within fifteen (15) working days select a third arbitrator.
- G.5** Where a Party has failed to choose an arbitrator under Section G.4 within the time allowed, the other Party may apply to a court to appoint a single arbitrator to resolve the dispute.
- G.6** A person may be appointed as an arbitrator if that person:
- (a) is independent of the Parties;
  - (b) has no current or past substantial business or financial relationship with either Party, except for prior arbitration; and
  - (c) is qualified by education or experience to resolve the dispute.
- G.7** The arbitrator(s) shall provide each of the Parties with an opportunity to be heard orally and/or in writing, as may be appropriate to the nature of the dispute.
- G.8** The *Arbitration Act, 1991* (Ontario) shall apply to an arbitration conducted under this Schedule G.
- G.9** The decision of the arbitrator(s) shall be final and binding on the Parties and may be enforced in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The Party against which the decision is enforced shall bear all costs and expenses reasonably incurred by the other Party in enforcing the decision.
- G.10** A copy of the decision of the arbitrator(s) from which any confidential information has been expunged shall be made available to the public by Elexicon upon request.

- G.11** Subject to Section G.12, each Party shall be responsible for its own costs and expenses incurred in the arbitration of a dispute and for the costs and expenses of the arbitrator(s) if appointed to resolve the dispute.
- G.12** The arbitrator(s) may, if the arbitrator(s) consider it just and reasonable to do so, make an award of costs against or in favour of a Party to the dispute. Such an award of costs may relate to either or both the costs and expenses of the arbitrator(s) and the costs and expenses of the Parties to the dispute.
- G.13** If a dispute is settled by the Parties during the course of an arbitration, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties, and either Party may request that the arbitrator(s) record the settlement in the form of an award under section 36 of the *Arbitration Act, 1991* (Ontario). The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- G.14** If a Party fails to comply with the terms of settlement referred to in Section G.13, the other Party may submit the matter to arbitration under Section G.3 if the settlement has not been recorded in the form of an award under Section 36 of the *Arbitration Act, 1991* (Ontario).
- G.15** A copy of the minutes referred to in Section G.13 from which all confidential information has been expunged shall be made available to the public by Elexicon upon request.
- G.16** The Parties may not, by means of the settlement of a dispute under Section G.2 or Section G.13, agree to terms or conditions that are inconsistent with or contrary to the Code or this Agreement.

## **SCHEDULE H**

### **Provisions Applicable if Facility Financed by a Lender (Sections 19.3, 20.3 and 21.1)**

- H.1** For the purposes of this Schedule, “lender” means a bank or other entity whose principal business is that of a financial institution and that is financing or refinancing the Facility.
- H.2** Where notice of a Default has been served on the Generator under Section 19.3, an agent or trustee for and on behalf of a lender (“Security Trustee”) or a receiver appointed by the Security Trustee (“Receiver”) shall upon notice to Elexicon be entitled (but not obligated) to exercise all of the rights and obligations of the Generator under this Agreement and shall be entitled to remedy the Default specified in the notice within the applicable cure period referred to in Section 19.4. Elexicon shall accept performance of the Generator’s obligations under this Agreement by the Security Trustee or Receiver in lieu of the Generator’s performance of such obligations, and will not exercise any right to terminate this Agreement under Section 19.3 due to a Default if the Security Trustee, its nominee or transferee, or the Receiver acknowledges its intention to be bound by the terms of this Agreement and such acknowledgement is received within thirty (30) days of the date of receipt by the Generator of the notice of Default.
- H.3** The Generator may, without the prior written consent of Elexicon, assign by way of security only all or any part of its rights or obligations under this Agreement to a lender. The Generator shall promptly notify Elexicon upon making any such assignment.
- H.4** The Generator may disclose confidential information of Elexicon to a lender or a prospective lender.