FORM OF CONNECTION AGREEMENT FOR A SMALL EMBEDDED GENERATION FACILITYY OR A MID-SIZED GENERATION FACILITY

This Connection Agreement is made this_____day of_____,_____.

BETWEEN

Welland Hydro Electric System Corp., (the "**Distributor**")

AND

_____ , (the "**Customer**")

(each a "**Party**" and collectively the "**Parties**")

RECITALS

WHEREAS the Distributor is the owner of the distribution system serving the service area described in electricity distribution licence number (the "Licence") issued by the Ontario Energy Board (the "Board") (the "Distributor's distribution system").

AND WHEREAS the Customer owns or operates an embedded generation facility that is located in the Distributor's licensed service area (the "Facility").

AND WHEREAS the Customer has connected or wishes to connect its Facility to the Distributor's distribution system and the Distributor has connected or has agreed to connect the Facility to the Distributor's distribution system.

AND WHEREAS the Distributor has previously reviewed and accepted the Customer's application to connect and related materials that were submitted to the Distributor in accordance with the process set out in the Distribution System Code (the "Code")

(altogether, the "Application") and the Distributor and the Customer have signed a connection cost agreement (both of which are attached to this Agreement as Schedule A).

AND WHEREAS in accordance with its Licence and the Code, the Distributor has agreed to offer, and the Customer 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 Connection Cost 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 – Contacts for Notice (section 12.1)

Schedule G – Dispute Resolution (section 16.1)

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.

2. Type of Facility and Customer

2.1 The Facility has a name-plate rated capacity of:
[Parties to check the applicable box below]

☐ more than 10 kW and:

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

(b) up to and including 1 MW, if the Facility is or will be connected to a 15 kV or greater line

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

☐ 10 MW or less and:

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

(b) more than 1 MW, if the Facility is or will be connected to a 15 kV 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 the Distributor's distribution system

☐ on the load customer side of a connection point to the Distributor's distribution system

☐ the load customer is the same as the Customer

☐ 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 Customer:

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

☐ intends to:

☐ sell output from the Facility to the IESO (Independent Electricity System Operator) and has entered into an agreement with the IESO for that purpose

☐ deliver and sell output from the Facility to the Distributor

(in which case the Customer is an "Embedded Retail Generator")

☐ does not intend to sell any of the output of the Facility to the IESO or the Distributor

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 The Distributor hereby agrees to be bound by and at all times to comply with the Code, and the Customer acknowledges and agrees that the Distributor 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 the Distributor and the Customer will be governed by the Distributor's Conditions of Service that are in effect at the relevant time. In the event of a conflict or an inconsistency between a provision of this Agreement and a provision of the Distributor's Conditions of Service, the provision of this Agreement shall govern.

3.4 The Distributor may require or may have already required the Customer 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 Customer 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, the Distributor's offer to connect, the requirements of the ESA, the connection cost 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 Customer agrees.

5. Charges, Settlement and Billing

5.1 The Customer shall pay the Distributor 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 Customer agrees to the following in relation to settlement for the output of the Facility:

[Parties to check the applicable box below]

☐ if the Customer is not an Embedded Retail Generator (see section 2.4) the Distributor will not pay the Customer for any excess generation that results in a net delivery to the Distributor between meter reads and there will be no carryover of excess generation from one billing period to the next unless the Customer is at the relevant time a net metered generator

☐ if the Customer is an Embedded Retail Generator (see section 2.4) the Distributor will settle all applicable payments and charges in accordance with the Retail Settlement Code

5.3 Billing and settlement activities will be conducted in accordance with the procedures set out in Schedule E.

6. Representations and Warranties

6.1 The Customer represents and warrants to the Distributor as follows, and acknowledges that the Distributor 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 Customer has been given warranty information and operation manuals for the Facility;
(e) the Customer has been adequately instructed in the operation and maintenance of the Facility and the Customer has developed and implemented an operation and maintenance plan based on those instructions;
(f) if the Customer is a corporation or other form of business entity, the Customer is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);

(g) the Customer 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 Customer, enforceable against the Customer in accordance with its terms;
(i) all permits, licences and other authorizations necessary to enable the ownership and operation of the Facility have been obtained; and
(j) any individual signing this Agreement on behalf of the Customer has been duly authorized by the Customer to sign this Agreement and has the full power and authority to bind the Customer.

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

(a) the Distributor is duly incorporated under the laws of Ontario;
(b) the Distributor 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 the Distributor, enforceable against the Distributor in accordance with its terms; and
(d) any individual signing this Agreement on behalf of the Distributor has been duly authorized by the Distributor to sign this Agreement and has the full power and authority to bind the Distributor.

7. Disconnection Device at the Point of Connection

7.1 The Customer 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 the Distributor's personnel, and shall be capable of being locked in the open position. The Customer shall follow the Distributor's procedures for switching, clearance, tagging, and locking.

8. Modifications to the Facility

8.1 The Customer 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 Customer shall give the Distributor no less than 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 Customer shall submit a new application for connection to the Distributor. The Distributor shall process that application for connection in accordance with the Code. The Customer shall not commence such modification until that process has been completed.

9. Insurance

9.1 Throughout the term of this Agreement, the Customer 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 Customer shall provide the Distributor with a valid certificate of insurance. The Customer shall provide the Distributor with prompt notice of any cancellation of the Customer'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 for 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 Customer shall give the Distributor 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 Customer shall give the Distributor the same notice in relation to the commissioning and testing of any material modification to the Customer's connection assets or Facility that occurs after connection.

11.2 The Distributor shall have the right to witness the commissioning and testing activities referred to in section 11.1.

12. Notice

12.1 A notice, demand, consent, request or other communication referred to in section12.1 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;
(c) 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
(d) 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 system 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 Customer shall permit and, if the land on which the Facility is located is not owned by Customer, cause such landowner to permit, the Distributor'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 the Distributor's Conditions of Service or as required to ensure the continued safe and satisfactory operation of the Facility, to ensure the accuracy of the Distributor'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 Customer from its obligation to operate and maintain the Facility and any related equipment in a safe and satisfactory operating condition and in accordance with this Agreement.

13.4 The Distributor shall have the right to witness any testing done by the Customer of the Facility and, to that end, the Customer shall provide the Distributor with at least fifteen working days advance notice of the testing.

13.5 Notwithstanding section 10.1, where the Distributor causes damage to the Customer's property as part of this access, the Distributor shall pay to the Customer the Customer'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 Customer has been given access to the Distributor's property, and if the Customer causes damage to the Distributor's property as part of that access, the Customer shall pay to the Distributor the Distributor's 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 Customer requests it, the Distributor will provide the Customer with reasonable notice of any planned equipment outages in the Distributor's distribution system that occur on or after the date of the Customer's request which will impact the Facility or its connection.

14.2 The Distributor 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 Customer.

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 respective Facility or system (as applicable) in accordance with the terms of this Agreement and good utility practice.

14.4 Where practical, the Customer shall notify the Distributor prior to temporarily isolating or disconnecting the Facility from the Distributor's distribution system.

15. Disconnection of Facility for Other Reasons

15.1 The Customer shall discontinue operation of the Facility and the Distributor may isolate or disconnect the Facility from the Distributor's distribution system, upon any of the following:

(a) termination of this Agreement in accordance with section 19;
(b) if the Customer's connection assets or the Facility are modified by the Customer 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 section 31, 31.1 or 40(5) of the Electricity Act, 1998, other applicable law, the Code, the Distributor's Licence or the Distributor'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), the Distributor shall reconnect, or permit the reconnection of, the Facility to the Distributor'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), the Distributor shall reconnect, or permit the reconnection of, the Facility to the Distributor's distribution system when the Distributor is reasonably satisfied that the reason for the disconnection no longer exists, the Customer agrees to pay all Board- approved reconnection costs charged by the Distributor, and the Distributor is reasonably satisfied of the following, where applicable:

(a) the Customer has taken all necessary steps to prevent the circumstances that caused the disconnection from recurring and has delivered binding undertakings to the Distributor that such circumstances shall not recur; and
(b) any decision or order of a court or arbitrator made 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 Customer shall continue to pay for distribution services provided up to the time of isolation or disconnection of its Facility.

15.7 The Customer shall pay all reasonable costs including, but not limited to, the costs of removing any of the Distributor's equipment from the Customer's site, that are directly attributable to the isolation or disconnection of the Facility and, where applicable, the subsequent decommissioning of the Facility. The Distributor shall not require the removal of the protection and control wiring on the Customer's site.

15.8 While the Facility is isolated or disconnected, the Distributor shall not be required to convey electricity to or from the Facility.

16. Dispute Resolution

16.1 Any dispute between the Customer and the Distributor arising under or in relation to this Agreement will be resolved in accordance with Schedule G and rules and regulations of Ontario. The Parties shall comply with the procedure set out in Ontario regulations 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 section 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 section 19.2 or 19.3.

19.2 The Customer may, if it is not then in default under this Agreement, terminate this Agreement at any time by giving the Distributor thirty days prior written notice setting out the termination date.

19.3 The Distributor may terminate this Agreement upon any material breach of this Agreement by the Customer (a "Default"), if the Customer 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 the Distributor.

19.4 The Customer shall cure a Default within the applicable cure period specified in the Code or the Distributor's Conditions of Service. If no such cure period is specified in relation to a given Default, the cure period shall be sixty 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 Customer'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 the Distributor'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 the Distributor 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 the Distributor'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 Customer, 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 The Customer shall not assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the Distributor, which consent shall not be unreasonably withheld or unduly delayed. The Distributor may withhold its consent to any proposed assignment until the proposed assignee assumes, in writing, all of the Customer's obligations contained in this Agreement.

21.2 The Distributor shall have the right to assign this Agreement in whole upon written notification to the Customer.

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.

Customer Signature	Date
Name (Print)	
Title	
Distributor Signature	Date
Name (Print)	
Title	

SCHEDULE A

Application and Connection Cost Agreement (Recitals)

See the attached Application and connection cost agreement.

[To be attached by the Parties]

SCHEDULE B

Single Line Diagram, Connection Point and Location of Facilities (section 2.3)

B.1 Single Line Diagram and Connection Point

[To be inserted by the Parties]

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

B.2.1 The following facilities of the Customer are located on the property of the Distributor:

[To be completed by the Parties]

B.2.2 The following facilities of the Distributor are located in the property of the Customer:

[To be completed by the Parties]

B.3 Metering Installation Diagram

[To be inserted by the Parties]

SCHEDULE C

List of Other Contracts (section 3.4)

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

[To be completed by the Parties]

SCHEDULE D

Technical and Operating Requirements (section 4.1(d))

The following technical and operating requirements apply to the Facility:

[To be completed by the Parties]

SCHEDULE E

Billing and Settlement Procedures (section 5.3)

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

[N/A]

SCHEDULE F

Contacts for Notice (section 12.1)

Embedded Generation Facility		Distributor
Facility Name:		
Facility Location:		
1	Contact Name:	Contact Name: Welland Hydro Control Room
	Position:	Position: 7:30AM to 3:30PM (day time)
	Telephone (days):	Telephone: 905-732-7773 Ext. 256
	Telephone secondary:	Telephone: 905-732-7774 Ext. 257
	Cell Phone:	Cell Phone: NA
	Fax:	N/A
	Email:	Email: controlroom@wellandhydro.com
2	Contact Name:	Contact Name: Welland Hydro Control Room
	Position:	Position: 3:30PM to 7:30AM (night time)
	Telephone (days):	Telephone: 905-732-7785
	Telephone (nights):	Telephone: 905-732-7772
	Cell Phone:	Cell Phone: NA
	Fax:	Fax: NA
	Email:	Email: controlroom@wellandhydro.com
3	Contact Name:	Contact Name:
	Position:	Position:
	Telephone (days):	Telephone:
	Telephone (nights):	Telephone:
	Cell Phone:	Cell Phone:
	Fax:	Fax: NA
	Email:	Email:
4	Contact Name:	Contact Name:
	Position:	Position:
	Telephone (days):	Telephone (days):
	Telephone (nights):	Telephone (nights):
	Cell Phone:	Cell Phone:
	Fax:	Fax:
	Email:	Email:
5	Contact Name:	Contact Name:
	Position:	Position:
	Telephone (days):	Telephone (days):
	Telephone (nights):	Telephone (nights):
	Cell Phone:	Cell Phone:
	Fax:	Fax:
	Email:	Email:

SCHEDULE G

Dispute Resolution (section 16.1)

G1. 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 days of receipt of such notice.

G2. 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 the Distributor upon request.

G3. 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.

G4. 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 working days of the date of the notice referred to in section G.3, each Party shall within five working days thereafter choose one arbitrator. The two arbitrators so chosen shall within fifteen working days select a third arbitrator.

G5. 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.

G6. 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.

G7. 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.

G8. The Arbitration Act, 1991 (Ontario) shall apply to an arbitration conducted under this Schedule G.

G9. 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.

G10. 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 the Distributor upon request.

G11. 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.

G12. 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.

G13. 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.

G14. 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).

G15. 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 the Distributor upon request.

G16. 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.

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