

478 Tenth Street  
HANOVER, Ontario  
N4N 1R1

# HALPIN & McMEEKEN *Law Office*

MAY 4, 2007

SENT VIA FAX: 416-440-7656 and Regular Letter Mail

## ONTARIO ENERGY BOARD

Box 2319  
27<sup>th</sup> Floor  
2300 Yonge Street  
TORONTO, Ontario  
M4P 1E4

Attention: Kristen Walli (Board Secretary)

-AND TO-

## HYDRO ONE NETWORKS INC.

8<sup>th</sup> Floor, South Tower  
483 Bay Street  
TORONTO, Ontario  
M5G 2P5

Dear Sirs and Madams:

**RE: BRUCE to MILTON TRANSMISSION  
REINFORCEMENT APPLICATION (EB-2007-0050) and  
EARLY ACCESS APPLICATION (EB-2007-0051)**

## AFFECTED LANDOWNERS:

**CEDARWELL EXCAVATING LTD. and HERMAN/BERTA WELLER**

I am the solicitor for the above referenced property owners. Both of my clients are related and were served with the Applications related to the Bruce to Milton Transmission Reinforcement Project being sought for approval by Hydro One Networks. Cedarwell Excavating Ltd. owns and operates a licensed Gravel Pit from lands located at Concession 1 and 2 North of the Durham Road, All or Parts of Lots 19, 20, 21, 22 & 23. Meanwhile, Herman and Berta Weller own and operate a farming business from lands located at Concession 3 South of the Durham Road, Lots 52, 53, 54, 55 & 56. Both properties are located within the Municipality of

EB-2007-0050

OEB BOARD SECRETARY	
File No:	Sub File: 4
Panel	PN, CC, BR
Licensing	NH, KS, ZC, RC,
Other	DR N McKay
00/04	AB

PHONE: (519) 364-5505 FAX: 364-0165

E-mail: [kevin@hanoverlaw.ca](mailto:kevin@hanoverlaw.ca)

West Grey (formerly Township of Bentinck) in the County of Grey. Each of these properties has SIX (6) Transmission Towers located on the lands. Therefore, we assume that the proposed Transmission Reinforcement Project, if approved, will also result in a further SIX (6) Transmission Towers being installed at each property.

Please accept this letter as Official Notice that my clients wish to seek Intervener Status with respect to Application Number EB-2007-50. My clients would prefer that any Hearings relating to this Application would be held orally. They also wish to submit this correspondence as a Letter of Comment with respect to Application Number EB-2007-51.

My clients express concerns that I will assume are consistent with most other landowners that would be affected by the construction of the proposed Transmission Lines. I would assume that these issues would naturally be addressed as a consequence of the consideration and approval of the Application made by Hydro One Networks. I would also assume that a process has been established to determine what obligations Hydro One Networks will be subject to during the implementation of the proposed Transmission Project. Such obligations should include the manner in which the property owners are to be informed of ongoing access to their property, the manner in which an appropriate level of compensation shall be determined and the process of adjudication of any disputes that may arise between Hydro One Networks and affected property owners. However, for clarity, the general concerns raised by my client's are as follows:

**1) COMPENSATION**

- (a) Loss of Property Value;
- (b) Loss of Use of Lands for enjoyment and to earn revenues from business operations;
- (c) Inconvenience caused by need to work around Transmission Towers;
- (d) Damage caused by Hydro One Networks during access to lands and construction of Transmission Project;
- (e) Business Interruption during Early Access and Construction procedures); and
- (f) Share of Revenues received by Hydro One Networks through use of affected lands.

**2) ENVIRONMENTAL**

- (a) Weed Control beneath the base of the transmission towers.

**3) HEALTH and SAFETY**

- (a) Potential Healthy Risks from exposure to Electro-Magnetic Currents created by the High Voltage Power Lines;
- (b) Maintenance and Repair of Transmission Towers and Power Lines; and
- (c) Workers and Third Party Liability Insurance coverage (During Early Access and Construction procedures, as well as ongoing Liability that may occur after Construction and implementation of the Transmission Project).

Cedarwell Excavating Ltd. has also raised concern with respect to the financial and other negative impact that construction of the proposed Transmission Project will inflict upon their Gravel Pit business operation. These specific concerns are related to the following circumstances:

- 1) **LOSS OF AGGREGATE AVAILABILITY & REVENUES;**
- 2) **INCREASED EXPENSE or INABILITY TO REHABILITATE LANDS WHEN USE OF THE AGGREGATE PIT IS DISCONTINUED** (Rehabilitation is a condition of being granted an Aggregate Pit License);
- 3) **POTENTIAL LOSS OF LOCATION & REVENUES FROM PROPOSED WIND POWER GENERATION PROJECT;** and
- 4) **BUSINESS INTERRUPTION & ARRANGING FOR ACCESS & SUPERVISION TO AGGREGATE PIT LANDS DURING OR AFTER DAILY OPERATIONS.**

Cedarwell Excavating would like to make oral submissions, which shall include proposals to minimize the negative financial effects, relating to addressing the Loss of Aggregate Resources and Rehabilitation concerns that they anticipate will result from the construction of the proposed Transmission Project.

Cedarwell Excavating recognizes that working within an Aggregate Pit is dangerous. This danger is increased in circumstances where the representatives of Hydro One Networks may be accessing the property while on foot during normal business hours because they will be exposed to the operation of Heavy Machinery. The Aggregate Pit is also secured by locks in the evening because of potential theft and the inherent dangers that exist on property of this nature. As such, Cedarwell Excavating would propose that Hydro One Networks be required to make advance arrangements for the purposes of completing its Early Access investigations and during construction of the Transmission Project. Cedarwell Excavating would seek to be able to provide supervision for the representatives of Hydro One Networks during any access to the property. Cedarwell Excavating would also seek compensation for the cost of providing such supervision.

Cedarwell Excavating Ltd. has completed an Initial Feasibility Assessment for the installation of ONE (1) 200kW and TWO (2) 75 kW Wind Generating Turbines at the Gravel Pit property. I understand that the Electrical Generation Project Consultants (Freebreeze Energy Systems Ltd. of Waterloo Ontario) hired by Cedarwell Excavating have already filed the Initial Feasibility Assessment with Hydro One Networks and/or the Ontario Energy Board as Project ID Number 516. A copy of the Initial Feasibility Assessment is attached. I further understand that Laura Rexe (Generation Connections Co-coordinator) of Hydro One has been consulted with respect to the proposed Wind Generation Project. The proposed Transmission Project will be located at the highest point of the affected property owned by Cedarwell Excavating. This is also the most ideal location for the installation of the proposed Wind Generating Turbines. My client would like to make oral submissions to address the placement and financial impact that



Page 4

construction of the proposed Transmission Project will have upon its proposed Wind Generating Turbine Project.

Thank you for your kind consideration of the foregoing information and concerns. I look forward to receiving your response in due course.

Respectfully,

A handwritten signature in black ink, appearing to be 'K W McMecken', with a horizontal line extending to the right.

Kevin W. McMecken, LL.B.  
KMc/



483 Bay St., Toronto, Ontario M5G 2P5

COPY

## Initial Feasibility Assessment

[Cedarwell Energy]  
[Free Breeze Energy System Ltd.]  
[3.5] MW [Wind] Generation  
Project ID # 516

[March 5<sup>th</sup> 2007]

Generation Connections Department  
System Investment Division

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Prepared by: [John Thalouth]

## 1. Initial Feasibility Assessment

Some of the potential barriers and costs associated with the connection of the Embedded Generation Facility ("EG") were identified based on a very preliminary assessment of Hydro One's Distribution System. The results are not conclusive, and further study through the Connection Impact Assessment is required to determine the changes to the Distribution System needed to facilitate connection.

A. Project Type: Wind Turbine

B. EG Size: 3.5 MW

C. Connection Information:

1. Name of Hydro One supply station ("Station"): Hanover T.S. (115 / 44 kV)

2. Nominal voltage, kV: 44

3. Feeder: H1E

4. Distance from the Station to the EG connection point (tap point) on the feeder, km: Approx. 5 km

5. Distance from the feeder tap point to the EG disconnecting switch (at demarcation point): 0.4 km

D. Generator Data:

1. Generator size: 2000 kW, 750 kW, 750 kW

2. Number of generators: 3

D. Other Projects in the Queue:

[67] MW on [Hanover T.S.]

E. Key Results:

Conductor

The ampacity of the conductors is adequate.

Voltage Fluctuation

Voltage dip is acceptable 1.05% with the start-up of one 2.0 MW unit & assuming inrush current of 1.0 p.u. The generator is required to limit the voltage dip to less than 4% upon start-up.

Phase Shift

The maximum generation can be connected without exceeding 8 degrees of phase shifting is approximately 136 MW. (There could be other constraints that limit the generation to less than this figure.)

Transfer Trip

Transfer trip is required. Approximate Cost: \$250,000.

Other

## 2. Process

- Appendix F of the Distribution System Code ("DSC") outlines the process for connecting new generators to the Distribution System.
- The DSC and other codes can be found on the Ontario Energy Board's website: [http://www.ceb.gov.on.ca/html/en/industryrelations/rulesguidesandforms\\_regulatory.htm#electricity](http://www.ceb.gov.on.ca/html/en/industryrelations/rulesguidesandforms_regulatory.htm#electricity)
- If the Generator wishes to proceed with a project, it should enter the Connection Impact Assessment stage by completing Form B and submitting payment. A Study Agreement will be executed before Hydro One begins its work.
- There is a different process for RFP applicants. Please see website: [http://www.hydroonenetworks.com/en/electricity\\_updates/generation/pre\\_bid.asp](http://www.hydroonenetworks.com/en/electricity_updates/generation/pre_bid.asp)
- Some additional information about the connection process can be found in this brochure: [http://www.hydroonenetworks.com/en/customers/generators/generation\\_connections/Connecting\\_New\\_Generation\\_to\\_Hydro\\_One.pdf](http://www.hydroonenetworks.com/en/customers/generators/generation_connections/Connecting_New_Generation_to_Hydro_One.pdf) (The PDF file is 4.3 MB)

## 3. Metering and Settlement

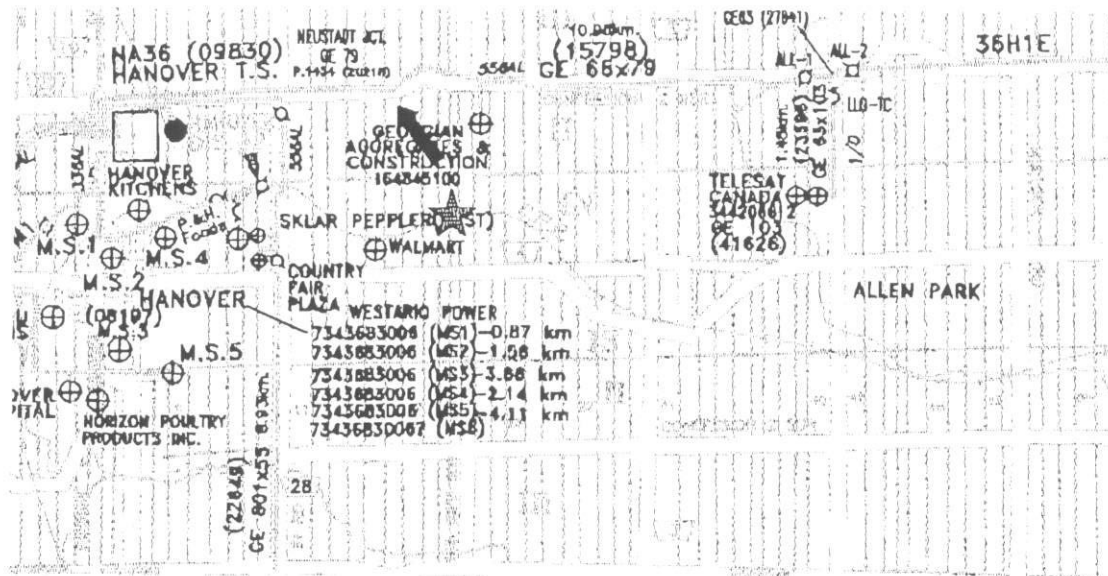
Generators are responsible for their own metering and can engage their own Meter Service Provider. Generators have to option of becoming either a Retail Generator or a Wholesale Generator.



- Embedded retail generator – Hydro One will purchase power at the hourly spot market price as per the Ontario Energy Board's Retail Settlement Code
- Embedded wholesale generator. – Registered market participants must meet the IESO's requirements. Please refer to the IESO website (www.ieso.ca) and their Market Rules.

#### 4. Other

- The *Technical Requirements for Generators Connecting to Hydro One's Distribution System* can be found at:  
[http://www.hydroonenetworks.com/en/electricity\\_updates/generation/RFP\\_External\\_Tech\\_Reqd.pdf](http://www.hydroonenetworks.com/en/electricity_updates/generation/RFP_External_Tech_Reqd.pdf)
- The generator is responsible for the cost of all modifications to the Distribution System required to facilitate their connection.
- Information about the *Generation Projects Queue Process for Hydro One Distribution* can be found at:  
[http://www.hydroonenetworks.com/en/customers/generators/generation\\_connections/distribution/queue\\_process/default.asp](http://www.hydroonenetworks.com/en/customers/generators/generation_connections/distribution/queue_process/default.asp)

### EG Location: Distribution Operating Map



 Proposed point of facility  
 Proposed point of common connection



## Appendix B EG Contact Information

This Initial Feasibility Assessment was issued to the following individual(s):

Name	[Ray Roth/John Hog]
Title	Project Developer
Organization	Free Breeze Energy System Ltd.
Mailing Address	8-745 Bridge Street, West Waterloo, ON N2V 2G6 Tel: 519-885-4311 fax: 519-885-3717
Email Address	e-mail: ray@freebreeze.com

Name	Ali
Title	Project Consultant
Organization	Wintek Engineering Ltd
Mailing Address	90 Rankin St. Unit 28 Waterloo, ON N2V 2B3 Tel: 519-884-7499 fax: 519-884-5333
Email Address	

## PROJECT NAME

THIS STUDY AGREEMENT made in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_ month, 2006 between Hydro One Networks Inc. ("Networks") INSERT CORPORATE NAME OF THE GENERATOR (the "Generator")

## WHEREAS:

A. the Generator intends to build a generating facility described as INSERT GENERAL DESCRIPTION OF PROJECT including location e.g. SITE LEGAL DESCRIPTION - LOT(S), CONCESSION, TOWNSHIP AND COUNTY.) (the "Generating Facility") that would be connected to Networks' distribution system through the Generator's electrical system (the "Proposed Project");

B. the Generator has requested and Networks has agreed to conduct the Work with respect to the Proposed Project.

NOW THEREFORE in consideration of the mutual covenants, agreements, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings.

"Actual Cost" means Networks' charge for equipment, labour and materials at Networks' standard rates plus Networks' standard overheads and interest thereon.

"Agreement" means this agreement together with Schedules "A", "B" and "C" attached hereto.

"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 requirement or decision or agreement with or by any governmental or governmental department, commission board, court authority or agency.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry 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 business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to optimum practice, method or act to the exclusion of all others, but rather to include all practices, methods or acts generally accepted in North America.

"Work" means the work to be conducted in accordance with the Scope of Work attached hereto as Schedule "A" and in accordance with the terms and conditions of this Agreement.

2. The recitals in this agreement are acknowledged as true and correct in substance and in fact and are hereby incorporated into and form part of this Agreement.

3. The Generator and Networks shall perform their respective obligations outlined in this Agreement in a manner consistent with Good Utility Practice and in compliance with all Applicable Laws.

4. In order for Networks to conduct the Work, the Generator, at its own cost and expense, shall provide Networks with the following information with respect to the Proposed Project:

- (a) site Location Map(s) with suitable details of the Generating Facility, line routing and the proposed connection to Network's distribution facilities;
- (b) the information listed in Schedule "B"; and
- (c) any other information as may be required and requested by Networks in order to conduct the Work.

5. Networks shall make reasonable commercial efforts to complete the Work within 60 calendar days and in any event, Networks shall Complete the Work by no later than 180 calendar days after the latter of: (a) the Generator executing this Agreement; (b) the Generator paying Hydro One the amount specified in Section 7; and (c) the Generator providing the information described in Section 4. Should the Generator make any changes to the information provided in accordance with Section 4 above after Networks has commenced the Work, and those changes result in an increase in the cost of or the time required for Networks performance of the terms of this Agreement or otherwise affect any other provision of this Agreement, Networks may make an equitable adjustment to Networks' compensation under Section 7 and any other provision of this Agreement which is thereby affected. The Generator agrees to pay Networks any amounts invoiced in accordance with this Section 7 by no later than 30 days following receipt of the invoice.

6. The Generator acknowledges and agrees that:

- a. should the Proposed Project proceed, an agreement must be executed by the Generator and Networks to address the terms and conditions (which may include capital contribution and revenue guarantee requirements) of Networks performing the work required in order to provide for the connection of the Generating Facility prior to Networks initiating any modifications to Networks' facilities or purchasing any equipment;

b. the Generator will be responsible for ensuring that the Generating Facility and the Proposed Project complies with all Applicable Laws;

c. all right, title and interest, including copyright ownership, to all information and material of any kind whatsoever (including, but not limited to the work product developed as part of the Work) that may be developed, conceived and/or produced by Networks during the performance of this Agreement is the property of Networks and the Generator shall not do any act that may compromise or diminish Networks' interest as aforesaid;

d. the Generator will be responsible to rectify at its expense, any negative impacts that the connection of the Generating Facility and operation of the Generating Facility following connection may have on Networks' distribution system (the "Distribution System") to the satisfaction of Networks;

The negative impacts can include, but is not limited to the impacts on safety, reliability, efficiency, power factor and power quality (voltage disturbances, voltage flicker, or objectionable harmonics on the Distribution System or on other distribution connected customers' electrical and communication systems).

e. the Generator will also be responsible to rectify at its own expense any negative impacts that the connection of the Generating Facility and operation of the Generating Facility following connection may have on the IESO-controlled grid (as that term is defined in the *Electricity Act, 1998 (Ontario)*;

f. that Networks will not normally change its feeder operating, protection and reclosing practice to accommodate the connection of the Generating Facility, since this would be detrimental to the existing customers connected to these feeders; and

g. Networks performs the Work based on the system conditions at the time the Work is performed, should there be any changes to system conditions between the time that Networks completes the Work and when the Generator proposes to connect the Proposed Project, the Work may have to be revised at the Generator's expense at that time; and

7(a). The Generator shall provide Networks the sum of \$5,000.00 (plus GST) for the Work upon the execution of this Agreement.

(b) Invoiced amounts are due 30 days after invoice issuance. All overdue amounts, including but not limited to, amounts that are not invoiced but required under the terms of this Agreement to be paid in a specified time period, shall bear interest at 1.5% per month compounded monthly (19.56 percent per year) for the time they remain unpaid.

8. Except as provided herein, Networks makes no representation or warranty, express, implied, statutory or otherwise, including, but not limited to, any representation or warranty as to the merchantability or fitness of the Work or any part thereof for a particular purpose.

9. Networks shall only be liable to the Generator for damages that arise directly out of the negligence or the willful misconduct of Networks in meeting its obligations under this Agreement.

Notwithstanding the foregoing, Networks shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

In any event, the total liability of Networks to the Generator for any claim for damages will not exceed the amounts paid by the Generator under the terms of this Agreement.

This Section 9 shall survive the termination of this Agreement.

10. Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of, and not a result of the fault or negligence of, the affected party ("Force Majeure") and includes, but is not limited to, strikes, lockouts and any other labour disturbances.

If a party is prevented or delayed in the performance of any such obligation by Force Majeure, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by the Force Majeure shall endeavour to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable, except that there shall be no obligation on the party so affected by the Force Majeure where the event of Force Majeure is a strike, lockout or other labour disturbance.

11. Each party agrees that no portion of this Agreement shall be interpreted less favourably to either party because that party or its counsel was primarily responsible for the drafting of that portion.

12. No amendment, modification or supplement to this Agreement or any waiver shall be valid or binding unless

set out in writing and executed by the parties with the same degree of formality as the execution of this Agreement.

13. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement.

14. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

15. Notwithstanding the terms of Schedule "C", the Generator acknowledges and agrees that Networks may publish on its web site for public viewing, the following information:

- Queue Position #;
- Date of Connection and Cost Recovery Agreement used for Queue Position or OPA contract date;
- Your Name
- Location (TS & Feeder) of the Proposed Project
- Proposed Size (MW)
- In-service Date (Q.Yr)
- Status of this Agreement or CCRA status (Active or complete)

[Intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

**HYDRO ONE NETWORKS INC.**

\_\_\_\_\_  
Bob Singh

Manager – Generator Connections  
I have the authority to bind the corporation

**INSERT CORPORATE NAME OF THE GENERATOR**

\_\_\_\_\_  
NAME:

TITLE:

I have the authority to bind the corporation

## PROJECT NAME

### SCHEDULE "A": Scope of Work

#### General Description:

Networks will prepare a Connection Impact Assessment for the connection of the proposed generation project and review the feasibility of the proposed connection arrangement.

#### Specific Requirements:

##### 1.0 Connection Impact Assessment

1.1 Networks will conduct and provide a Connection Impact Assessment to determine the feasibility of connecting the Generating Facility to Networks' distribution system. The Connection Impact Assessment will review the impact of the Proposed Project on Networks' Distribution facilities and Networks' Transmission System.

1.2 Networks will review the Generator's detailed Single Line Diagram (SLD) and provide comments with regard to interface connection items.

Note: The purpose of Networks review of the Generator's SLD and other information is to establish that the Generator's electrical interface design meets Networks' minimum requirements to permit the initial connection of the Generating Facility to Networks' distribution system. It is Generator's responsibility to ensure that its Generating Facility causes no negative impacts to Networks' distribution system or other customers of Networks.

1.3 Networks will advise the Generator of site specific requirements, for each of the alternative connections that are identified by the Connection Impact Assessment.

1.4 Networks will describe the necessary modifications to Networks' Transmission System and distribution facilities based on Networks' review of the Proposed Project in order to permit the connection of the Generating Facility to Networks' distribution system.



**SCHEDULE "B":**

**The Generator must complete Networks' information package (Form B or equivalent).**

The Generator must submit this information before Networks can begin the Connection Impact Assessment.

The completed **Networks' information package (Form B or equivalent)** must be signed by a Professional Engineer licensed in Ontario.

## SCHEDULE "C":

### CONFIDENTIALITY TERMS

1. For the purposes of this Schedule "C", the following definitions will apply:

- a) "Confidential Information" means all information whether transmitted orally, electronically or in written form, relating to the Proposed Project which a party or its Representatives may receive or have received in the course of the Work and which contain or otherwise disclose information which the other party reasonably claims as confidential or proprietary, including, but not limited to, Networks' distribution system or transmission system design and system specifications. For further clarity, all requests for information made by a party to the other party are Confidential Information.
- b) "Person" shall include individuals, trusts, partnerships, firms and corporation or any other legal entity.
- c) "Representative" means (i) a person controlling or controlled by or under common control of a party and each of the respective directors, officers, employees and independent contractors of a party and such party's Representative, (ii) any consultants, agents or legal, financial or professional advisors of a party or such party's Representative and (iii) in the case of Generator, any institution providing or considering providing financing for the Generating Facility, including such institutions directors, officers, employees and independent contractors or its consultants, agents or legal, financial or professional advisors.

#### 2. Disclosure of Confidential Information

Pursuant to the terms and conditions contained herein, a party may disclose Confidential Information to the other party solely for the purpose of the Proposed Project or the Work. Notwithstanding such disclosure the Confidential Information shall remain the sole and exclusive property of the disclosing party and as such shall be maintained in confidence by the receiving party using the same care and discretion to avoid disclosure as the receiving party uses with its own similar information that it does not wish to disclose. The receiving party may disclose Confidential Information to its Representatives pursuant to Section 4 below but may not use or disclose it to others without the disclosing party's prior written consent. Notwithstanding the generality of the foregoing, all intellectual property rights which may subsist in the Confidential Information shall remain with the disclosing party. The receiving party shall not use the confidential information for any purposes

other than the Proposed Project or the Work without the disclosing party's prior written consent.

#### 3. Information that is not Confidential

Confidential Information shall not include information which:

- (a) is previously known to or lawfully in the possession of the receiving party prior to the date of disclosure as evidenced by the receiving party's written record;
- (b) is independently known to or discovered by the receiving party, without any reference to the Confidential Information;
- (c) is obtained by the receiving party from an arm's length third party having a bona fide right to disclose same and who was not otherwise under an obligation of confidence or fiduciary duty to the disclosing party or its Representatives;
- (d) is or becomes publicly available through no fault or omission of, or breach of this Schedule "C" by, the receiving party or its Representatives;
- (e) is disclosed by the disclosing party to another entity without obligation of confidentiality;
- (f) is required to be disclosed by the disclosing party in order to comply with any legislative or regulatory requirements including but not limited to, the requirements of the Independent Electricity System Operator; or
- (g) is required to be disclosed on a non-confidential basis pursuant to a judicial or governmental order or other legal process as described in Section 6 or as set forth in Section 5.

#### 4. Disclosure to Representatives

Confidential Information shall only be disclosed to Representatives who need to know the Confidential Information for the purposes of the Proposed Project or the Work. Except in the case of officers, directors or employees, Confidential Information may only be disclosed to Representatives where the receiving party has an agreement in place with those Representatives sufficient to obligate them to treat the Confidential Information in accordance with the terms hereof. The receiving party hereby specifically acknowledges that it shall be solely responsible to ensure that its Representatives comply with the terms of this Schedule "C" and that the receiving party shall defend, indemnify and hold harmless the disclosing party from and against all suits, actions, damages, claims and costs arising out of any breach of this Schedule "C" by the receiving party or any of its Representatives.

#### 5. Compelled Disclosure

In the event that a receiving party, or anyone to whom a receiving party transmits Confidential Information pursuant to this Schedule "C" or otherwise, becomes legally compelled to disclose any Confidential

Information, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek injunctive relief or other appropriate remedies. In the event that both parties are unable to prevent the further transmission of the Confidential Information, the receiving party will, or will use reasonable efforts to cause such person to whom the receiving party transmitted the Confidential Information, which the receiving party is advised by written opinion of counsel is legally required to be furnished by the receiving party, to such person and exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to that portion of the Confidential Information so furnished.

#### 6. Records with respect to Confidential Information

The receiving party shall keep all written or electronic confidential information furnished to or created by it. All such Confidential Information, including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the receiving party or by its Representatives, is the disclosing party's property and will be returned immediately to the disclosing party or destroyed upon its request and the receiving party agrees not to retain any copies, extracts or other reproductions in whole or in part. If a receiving party does not receive a request to return Confidential Information to the disclosing party within six months of the last communication between the parties concerning the Proposed Project or the Work then the receiving party shall destroy any Confidential Information it holds.

Notwithstanding the foregoing and provided that the Proposed Project is connected to Networks' transmission system, Networks shall have the right to retain such electrical information concerning the Proposed Project that it has received from the Generator or its Representatives for the purpose of Networks making the required calculations and decisions related to the design, operation, and maintenance of Networks' facilities and those for any other person that may connect or is considering connecting to Networks' transmission system that could be impacted by the Proposed Project.

#### 7. Remedies

The receiving party agrees that the disclosing party would be irreparably injured by a breach of this Schedule "C" and that the disclosing party shall be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may be granted by a court to prevent breaches of this Schedule "C" and to enforce specifically the terms and provision hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the disclosing party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies

for a breach of this Schedule "C" but shall be in addition to all other remedies available at law or equity.

#### 8. Term

This Agreement shall be effective as of the date of this Agreement and shall remain in force and effect for a period of three (3) years thereafter, unless modified by further written agreement of the parties.