

Generation Facility Connection and Cost Recovery Agreement

among

Kerwood Wind, Inc., Jericho Wind, Inc. and Bornish Wind, LP

and

Hydro One Networks Inc.



for

CONNECTION OF MULTIPLE GENERATION FACILITIES VIA
CO-OWNED FACILITIES TO HYDRO ONE'S TRANSMISSION SYSTEM

This Generation Facility Connection and Cost Recovery Agreement made in duplicate as of the 2 day of ~~December, 2012~~ *January, 2013* *B.G. McF* *Jur*

WHEREAS:

- A. Kerwood Wind, Inc. is the proponent of a proposed 60 MW renewable energy generation facility located in Middlesex County, Ontario (the "Adelaide Wind Energy Centre");
- B. Jericho Wind, Inc. is the proponent of a proposed 150 MW renewable energy generation facility located in Lambton County, Ontario (the "Jericho Wind Energy Centre");
- C. Bornish Wind, LP is the proponent of a proposed 73.5 MW renewable energy generation facility located in Middlesex County, Ontario (the "Bornish Wind Energy Centre");
- D. Suncor Energy Products Inc. is the proponent of a proposed renewable energy generation facility of up to 100 MW located in Lambton County, Ontario (the "Cedar Point II Wind Power Project");
- E. Kerwood Wind Inc., Jericho Wind Inc. and Bornish Wind, LP propose to jointly develop, own and operate transmission facilities, including a substation known as Parkhill CTS, (the "Co-owned Facilities") that will be connected to the transmission system owned and operated by Hydro One Networks Inc., which system forms part of the IESO-controlled grid, at the proposed Evergreen Sectionalizing Station located approximately 36.5 km from Longwood TS on Hydro One Networks Inc.'s 500 kV circuit B562L (the "Connection Point"); and
- F. Kerwood Wind Inc., Jericho Wind Inc., Bornish Wind, LP and Hydro One Networks Inc. acknowledge that the connection of the Co-owned Facilities to Hydro One Networks Inc.'s transmission system at the Connection Point pursuant to this Generation Facility Connection and Cost Recovery Agreement, and pursuant to a Connection Agreement upon execution thereof, shall be for the purpose of conveying onto Hydro One Networks Inc.'s transmission system the electricity generated by each of the Adelaide Wind Energy Centre, the Jericho Wind Energy Centre, the Bornish Wind Energy Centre and the Cedar Point II Wind Power Project, and that the capacity of said connection, being at least 383.5 MW, will be sufficient to accommodate the total generation from each of these renewable energy generation facilities.

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, agree as follows:

I. Kerwood Wind, Inc. ("Party 1"), Jericho Wind, Inc. ("Party 2"), and Bornish Wind, LP ("Party 3"), jointly and severally the "Generator Customer", have requested and Hydro One Networks Inc. ("Hydro One") is agreeable to performing the work required to connect the Generation Facility to Hydro One's transmission system at the Connection Point on the terms and conditions set forth in this agreement, Schedules "A" – Scope of Work- Work Chargeable to Generator Customer, "B" – Scope of Work- Work Not Chargeable to Generator Customer, "C" – Generator Connection Work, "D" – Estimated Capital Contribution, Payment Schedule and Miscellaneous, "E" – Statement of Engineering and Construction Costs, "F" – Form of Grant of Easement in Gross, "G" – Form of Access Easement, "H" – Form of Early Access Agreement, "I" – Form of Agreement of Purchase and Sale and the Standard Terms and Conditions V2012-2 attached hereto (the "Standard Terms and Conditions" or "T&C") (collectively, the "Agreement").

II. Each of the Generator Customer parties represents and warrants to Hydro One, and Hydro One represents and warrants to each of the Generator Customer parties, that:

- (a) it is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);

- (b) it has all the necessary corporate power, authority and capacity to enter into the Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of the Agreement by it has been duly authorized by all necessary corporate and/or governmental and/or other organizational action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation, a breach or a default under or give rise to termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) its charter or by-law instruments; (ii) any contracts or instruments to which it is bound; or any laws applicable to it;
- (d) any individual executing this Agreement, and any document in connection herewith, on its behalf has been duly authorized by it to execute this Agreement and has the full power and authority to bind it;
- (e) the Agreement constitutes a legal and binding obligation on it, enforceable against it in accordance with its terms;
- (f) it is registered for purposes of Part IX of the *Excise Tax Act* (Canada). The HST registration number for Hydro One is 87086-5821 RT0001 and the HST registration number for the Generator Customer parties are [REDACTED]; and
- (g) no proceedings have been instituted by or against it with respect to bankruptcy, insolvency, liquidation or dissolution.

III. Hydro One shall use reasonable efforts to have:

- (i) that part of the Hydro One Work required such that the Generation Customer owned substation known as Parkhill CTS may be connected to Hydro One's transmission system at 500 kV circuit B562L through the proposed Evergreen Sectionalizing Station (the "SS") that would be constructed, owned and operated by Hydro One ready for energization to feed construction power radially to the Generation Customer's Facilities (the "Backfeed Work") by [REDACTED] (the "Backfeed Date"); and [REDACTED] *for M. B. Y.*
- (ii) that part of the Hydro One Work required to be constructed, installed, commissioned and energized in order for the Generator Customer to synchronize the Generator Customer's Facilities to Hydro One's transmission system (the "Synchronization Work") by [REDACTED] (the "Ready for Service Date");

provided that and subject to:

Any delays or inability of Hydro One to complete the Backfeed Work by the Backfeed Date or the Synchronization Work by the Ready for Service Date, on account of and subject to the conditions listed above, and any losses or damages suffered as a result of any delays associated with any of the forgoing are at the sole risk of the Generator Customer.

The Generator Customer acknowledges and agrees that the Backfeed Date and Ready for Service Date may be materially affected by delays in obtaining or the inability to obtain all necessary land rights and/or environmental approvals, permits or certificates.

The Generator Customer has notified Hydro One that its Parkhill TS will be sized to accommodate up to 100 MW of output from Suncor Energy Products Inc., being a third party generator that is developing the Cedar Point II Wind Power Project (the "**Cedar Point Project**"), that is proposed to be connected to the Generator Customer's Facilities in the future. Hydro One acknowledges that the Evergreen SS will also be sized to accommodate the output from the third party generator's Cedar Point Project. The Generator Customer acknowledges and agrees that any increase in incremental cost of the Hydro One Work for accommodating the future connection of the Cedar Point Project to the Generator Customer's Facilities will be borne by the Generator Customer and included in the Generator Customer's Capital Contribution. Hydro One shall provide the Generator Customer with an estimate of the incremental cost to connect the Cedar Point II Wind Power Project to the Evergreen SS by the Backfeed Date.

IV. Subject to Section 19 of the T&C, this Agreement shall be in full force and effect and binding on the parties as of the date first written above and shall expire on the In Service Date (the "**Term**"). The obligation to pay any amount due and payable under the terms of this Agreement shall survive the termination of the Agreement.

V. Any written notice required by this Agreement shall be deemed properly given only if either mailed or delivered to the Secretary, Hydro One Networks Inc., 483 Bay Street, North Tower, 15th Floor, Toronto, Ontario M5G 2P5, fax (416) 345-6240 on behalf of Hydro One, and Project Director, c/o NextEra Energy Canada, 390 Bay Street, Suite 1720, Toronto, Ontario, M5H 2Y2, fax (416) 364-2533, on behalf of the Generator Customer. A faxed

notice will be deemed to be received on the date of the fax if received before 4 p.m. or on the next Business Day if received after 4 p.m. Notices sent by courier or registered mail shall be deemed to have been received on the date indicated on the delivery receipt. The designation of the person to be so notified or the address of such person may be changed at any time by either party by written notice.

VI. Acknowledgements re. Appeal of Generator Customer's REA

INTENTIONALLY DELETED

VII. Acknowledgements re. Letter Agreement

Hydro One and the Generator Customer are parties to a Pre-CCRA Letter Agreement for Advance Payment of Engineering Design Work and Procurement of Certain Equipment Prior to Execution of a Generation Facility Connection and Cost Recovery Agreement for the Evergreen SS dated June 6, 2012 (the "**Letter Agreement**"):

- (i) pursuant to which the Generator Customer made payments totalling [REDACTED] (plus HST in the amount of [REDACTED] (the "**Advance Payment**") for performance of the Pre-CCRA Work (as that term is defined in the Letter Agreement) (hereinafter referred to as the "**Letter Agreement Pre-CCRA Work**");
- (ii) which required that the scope of the Letter Agreement Pre-CCRA Work to be performed by Hydro One would be included in the scope of work and the cost estimate under this Agreement;
- (iii) which required that the Advance Payment be credited against the amounts payable by the Generator Customer under the terms of this Agreement; and
- (iv) which provided that the Letter Agreement would be superseded by this Agreement.

VIII. This Agreement:

- (a) subject to Section 30 of the Standard Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement, including, but not limited to the Letter Agreement;
- (ii) 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
- (iii) 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.


[INTENTIONALLY LEFT BLANK]

IX. Obligations are Joint and Several


The obligations of the Generator Customer under this Agreement are joint and several.

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.

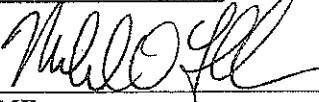
HYDRO ONE NETWORKS INC.


NAME: Bing Young
TITLE: Director, Transmission System Development
I have the authority to bind the Corporation.

KERWOOD WIND, INC.

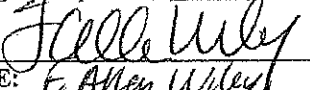

NAME: Michael O'Sullivan
TITLE: Senior Vice President
DATE:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

JERICO WIND, INC.


NAME: Michael O'Sullivan
TITLE: Senior Vice President
DATE:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

BORNISH WIND, LP

by its general partner, **BORNISH WIND GENERAL PARTNERSHIP**


NAME: F. Allen Wile
TITLE: Vice President
DATE: Dec. 21, 2012
I HAVE THE AUTHORITY TO BIND BORNISH WIND GENERAL PARTNERSHIP AND BORNISH WIND GENERAL PARTNERSHIP HAS THE AUTHORITY TO BIND THE LIMITED PARTNERSHIP.

Schedule "A": Scope of Work – Work Chargeable to Customer

Hydro One will provide project management, engineering, equipment and material, construction and commissioning of new and modified Hydro One facilities for all work pertaining to the Connection of the Generator Customer's Facilities to Hydro One's transmission system and described in this Schedule "A".

The scope of the work is based on the requirements from:

- the IESO's System Impact Assessment (SIA) Report dated December 21, 2011 (CAA ID #2011-441, #2011-443, #2011-446);
- the IESO's System Impact Assessment (SIA) Addendum Report dated June 6, 2012 (CAA ID #2011-441, #2011-443, #2011-446);
- Hydro One's Customer Impact Assessment (CIA) Report dated December 20, 2011; and
- Hydro One's Customer Impact Assessment (CIA) Addendum Report dated June 8, 2012.

Hydro One, or its agents, will supply and install all materials and equipment not specifically described herein that are required or may be necessary to complete the work for the purpose required.

Introduction:

The Generator Customer is developing 283.5 MW of wind energy generation from three separate wind energy projects. Party 1 is developing the 60 MW Adelaide Wind Energy Centre (WEC), Party 2 is developing the 73.5 MW Bornish WEC, and Party 3 is developing the 150 MW Jericho WEC. Party 1's and Party 2's 34.5 kV collection systems are located in Middlesex County, and Party 3's 34.5 kV collection system is located in Lambton County. The interconnection to Hydro One will also be located in Middlesex County, in the Municipality of North Middlesex. The Generator Customer is proposing to connect to Hydro One's transmission system through two new step-up transformers via a new 500 kV class switching station that will sectionalize circuit B562L, approximately 36.5 km from Longwood TS. The switching station will be called Evergreen SS. Evergreen SS will be located just west of and adjacent to Hydro One's B562/563L Right-Of-Way (ROW).

The Generator Customer will collect the output of all three WECs into a new 115 kV class Customer Switching Station (CSS) named Bornish CSS. Bornish CSS will be owned and operated by the Generator Customer. The station will consist of a four breaker ring bus and will be located in the Municipality of North Middlesex. From Bornish CSS an approximately 11.4 km, 115 kV nominal transmission line will transfer the generated power to the Generator Customer's Customer Transformer Station ("CTS") named Parkhill CTS. Parkhill CTS will be located in close

proximity (67 m) to Evergreen SS. At Parkhill CTS, the power will be transformed to 500 kV nominal via two 525/121/27.6 kV 135/180/225 MVA transformers. The 500 kV bus at Parkhill CTS will connect to the new Hydro One 500 kV bus Evergreen SS.

The Generator Customer has notified Hydro One that its Parkhill TS will be sized to accommodate up to 100 MW of output from Suncor Energy Products Inc., being a third party generator that is developing the Cedar Point II Wind Power Project, that is proposed to be connected to the Generator Customer's Facilities in the future. Hydro One acknowledges that the Evergreen SS will also be sized to accommodate the output from the third party generator's Cedar Point II Wind Power Project. The Generator Customer acknowledges and agrees that any increase in incremental cost of the Hydro One Work for accommodating the future connection of the Cedar Point II Wind Power Project to the Generator Customer's Facilities will be borne by the Generator Customer and included in the Generator Customer's Capital Contribution.

Part 1: Line Work

Hydro One will perform the following activities and/or provide the following deliverables associated with Lines Engineering work related to the construction of Evergreen SS, the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system: .

Evergreen SS – Connection to Transmission System:

Sectionalize existing circuit B562L Activities:

- Sectionalize circuit B562L into two new sections known as B562E and E564L as shown in Figure 1 below.

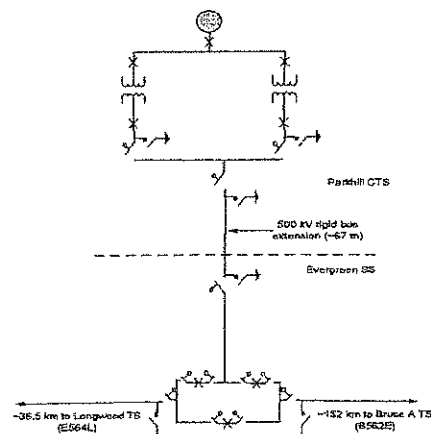


Figure 1 – Evergreen SS and Parkhill CTS

- Temporary move middle phase of circuit B562L on tower #562 towards tower shaft, reinforce middle arm to accommodate change as required
- Construct one (1) new dead-end tower similar to VIH-A (+10' ext) approximately 23 m (c/c) from existing tower #562, with additional arms to provide line drop and loop support
- After new dead-end tower is built, dead-end circuit B562L on the new tower; existing tower will carry circuit B563L only, transfer one sky wire to new dead-end tower
- Check the integrity of existing tower structures, making modifications where necessary
- Design and install foundations and structures

High Voltage Line Drops and Intermediate Tapping Structures:

For B562E section:

- Design and provide high voltage line drops into Evergreen SS by building three (3) new tapping structures
- String all three phases from one end of new dead-end tower structure to 3 new tapping structures and then on to the 500 kV ring bus.

For E564L section:

- Design and provide high voltage line drops into Evergreen SS by stringing all three phases from one end of new dead-end tower structure to the other and then on to 500 kV ring bus.
- Size the new 500 kV line tap conductors to be at least 4-bundle 585 kcmil, with skywire to be 7#5.
- Provide and install insulators and line hardware required for line tap work.

1.1 General

The specific line engineering work will cover the following activities /deliverables to be performed/provided by Hydro One:

- Design and prepare drawings for line layout for the 500 kV line taps into Evergreen SS
- Optimize line tap location, orientation and type of structures

- Design line tapping arrangement and produce line tapping drawings
- Provide sag and tension for conductor and ground wire
- Design and prepare drawings footings, structural, and electrical/hardware
- Where Hydro One deems necessary, install appropriate solutions to address public safety concerns regarding the facilities being constructed by Hydro One, which may include, but is not limited to, safety enclosures and signage.
- Update all existing drawings as required
- Provide bill of materials for engineered line components
- Provide final design documents including registration into SAP
- Provide technical support to construction
- Participate in project team meetings
- Prepare stringing charts as required

Assumptions/Notes:

- i. Ownership of required lands on commercially reasonable terms are obtained and easements where/ if required, are in place.
- ii. That normal, stable soil conditions exist and soil erosion and sediment controls will not be required at the new dead-end tower or tapping structures. Soil condition suitable for augered/spread footings,
- iii. That there is no pipeline at the new dead end or tapping tower structure locations
- iv. That there is no low voltage line interfering with the new structure designs
- v. If Mid-Span Opener's (MSO's) required, will be at locations that are easily accessible by line-repair or bucket truck
- vi. Outages are available when required.
- vii. Access to the site is available,
- viii. Build temporary access road if required,
- ix. Orientation of line entrance structures inside station fence suitable for line angle, and
- x. Hydro One does not have to perform a full class Environmental Assessment or an individual Environmental Assessment in respect of all or any portion of the Hydro One Work.

Evergreen SS – Connection to Parkhill CTS:

Assumptions/Notes:

- i. Hydro One will provide a 500 kV interface structure complete with under-hung bus work near the motorized line-disconnect switch in Evergreen SS for the connection to the Generator Customer Facility. The 500 kV rigid bus between the Generator Customer Facility switchyard, Parkhill CTS, and Hydro One's Evergreen SS will be supplied by the Generator Customer complete with insulation, foundations, support structures and ground grid.
- ii. There is approximately 67 m between Parkhill CTS and Evergreen SS.
- iii. The demarcation is to be at Evergreen SS property line. The Generator Customer will assume ownership of the interface 500 kV bus extension, as well as the land between Parkhill CTS and Evergreen SS.

Part 2: Station Engineering

Hydro One's Evergreen SS 500 kV switchyard will consist of three 500 kV circuit breakers that will sectionalize the Bruce x Longwood B562L circuit at tower #562 approximately 36.5km from Longwood TS into the following sections B562E and E564L, refer to Figure 1 and 2. Evergreen SS includes, but is not limited to, three 500 kV circuit breakers, motorized line disconnect switches, breaker disconnect switches, ground switches, permanent building housing protection, control and telecommunication ("PC&T") equipment, station service facilities, CVT's and 500 kV bus work.

Hydro One will perform the following activities and/or provide the following deliverables associated with Station Engineering work related to the construction of Evergreen SS, the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system:

2.1 500 kV class Station Work:

- Design, provide and install all 500 kV buswork (including 8" rigid bus and /or strain conductor) to 63 kA symmetrical short-circuit current, 1800 kV BIL and a continuous summer rating of 4000A;
- Provide and install three (3) 500 kV class circuit breakers rated up to 570 kV maximum continuous operating voltage, 2 cycles rated interrupting time, 4000A, and at least 50 kA symmetrical short circuit current;
- Provide and install six (6) 550 kV, three phase, motor operated breaker disconnect switches;

- Provide and install two (2) sets of 500 kV, three phase, motor operated line disconnect switches complete with motor operated ground switch on the jaw side of the main switch, as line disconnect switches for incoming 500 kV circuits.
- Provide and install six (6) single phase, 500 kV motor operated interrupter type ground switches, three for each incoming 500 kV circuit.
- Provide and install one (1) 500 kV three phase motor operated disconnect switch complete with an air break, motor operated ground switch on the jaw side of the main switch which isolates Evergreen SS from Parkhill CTS
- Design, provide and install the AC & DC station service sources and associated equipment, specifically two (2) 1000 kVA, 27.6 kV/600 V AC station service transformers
- Provide and install one (1) 500 kV permanent relay building with two (2) relay rooms, two DC SS rooms, two AC SS rooms, two battery rooms and one Office/P&C Documentation Room – only the shell c/w all required electrical, mechanical and sanitary services;
- Design, provide and install cable trench systems (for A and B P&C&T Systems).
- Design, provide and install lightning protection.
- Design, provide and install foundations and structures.
- Provide and install approximately 362 station post insulators rated at 500 kV and 1800 kV BIL.
- Provide and install nine (9) 500 kV CVT's
- Design, provide and install facilities for connection of a non-permanent Diesel generator as a third AC station service source.
- Provide Project Management throughout the project.

2.2 Evergreen SS Civil

2.2.1 General

- Design and prepare site for Evergreen SS substation construction including but not limited to grading (Hydro One to cooperate with County/Municipal requirements), drainage, culverts and chain link fence with gate.

- Provide land grading ensuring a level base for construction work for new substation
- Design and prepare drawings for station & relay building layouts, single line diagrams, grading of station, station drainage, foundations and structures etc.
- Prepare design packages, reports as built documentation etc. required to obtain construction approvals and operation permits
- Provide and install manholes, storm sewer, sub-drains and crushed stone.
- hydro-seed/sod station perimeter.
- Perform chemical analysis of soil samples on excavated soil to be disposed
- Review equipment manufacturers drawings
- Create bill of material and request purchasing of material
- Participate in commissioning of civil work

Assumptions/Notes/Risks:

- i. The unencumbered construction access road from Nairn Road to the Evergreen SS site property line as specified by Hydro One will be built by the Generator Customer by [REDACTED] to allow Hydro One to commence the Hydro One Work on [REDACTED]. This construction road will become the permanent access road for both Evergreen SS and Parkhill CTS after completion of construction. Generator Customer to pave road by end of construction period.
- ii. Although site for Evergreen SS was selected to accommodate the quantity of land requirements of the ultimate stage of the station, this estimate only deals with the design and installation of the initial stage of the station.
- iii. Estimate based on Generator Customer's topographic survey.
- iv. Estimate assumes the excavated soil is not contaminated and is subject to on-site storage. Soil chemical tests to be conducted to confirm soil chemical properties.
- v. Geotechnical study was unavailable at the time of the estimate preparation. Soil & groundwater conditions assumed normal (no soil reinforcement or de-watering is required). Subsoil assumed of medium permeability thus requiring sub-surface drainage. The Generator Customer's Geotechnical Study results and report will be provided to meet construction timelines
- vi. Depth of topsoil is assumed to be 0.3m.
- vii. No basement/crawling space, no washroom in the proposed relay building.

- viii. The type of relay building does not require on-site fire-prevention water supply.
- ix. Municipal (site) and MOE approvals are required. Municipality may also require review/permits by other regulatory authorities.
- x. Environmental Compliance Approval (ECA) for drainage is required.
- xi. Soil conditions at proposed location can support spread type footings or augered type footings.
- xii. Second source of AC station service to be provided by the Generator's via their 27.6 kV tertiary of one of their autotransformers at Parkhill CTS and brought to the edge of the Evergreen SS site.
- xiv. Alstom confirmed their 500 kV switches can operate continuously up to 570 kV, hence switchyard designed using all 500 kV rated disconnect switches.
- xv. Station designed to comply with the physical separation of "A" and "B" protection and control equipment and associated cabling.
- xvi. No underground facilities such as utility feeders or gas lines which would affect the proposed construction.
- xviii. That archaeological assessment will be completed by the Generator Customer for land area identified as Evergreen SS including land under the power lines at the connection to circuit B562L.
- xix. Risk: Assumed that the local municipality will not question the proximity of the proposed station to the water channel north of the site. Otherwise the station may have to be relocated further south.
- xx. Risk: The proposed station may appear within the flood plain. If so, station relocation, elevation of the station finish grade and flood protection measures may be required.
- xxi. Risk: The regulatory authorities may require an installation of water quality control structure at the drainage outlet since the site runoff will be discharged directly to the creek. This will add approximately \$100 k to the final cost, with no schedule impact.

2.2.2 Structural

- Design station main electrical equipment, physical layout plans, drawings, and design brief for civil and structural design specification documents
- Prepare civil and structural specifications for substation above-ground main electrical and ancillary equipment and facilities
- Prepare civil and structural specifications for substation below ground services and foundations
- Provide bus support structures, line terminating structure, CVT and foundations to accommodate the new equipment
- Carry out a Geotechnical study if the Generator Customer's Geotechnical Study Report unavailable or unsuitable, if required will impact project timeline

2.2.3 AC Service

- Provide a 3-phase, 27.6 kV rural feeder (5-8 km overhead extension) to Evergreen SS as an AC station service source.
- Supply and install cables for breaker's AC power supply in cable pan and/or prefabricated cable trench;
- Provide and install Automatic Transfer Switch (ATS) and associated enclosure;
- Provide relay settings for ATS;
- Supply and install AC Station Service Voltage Transformers (SSVT),
- Provide and install station service transformer, fuse, load break switch, AC distribution panel board as required for station service;
- Coordinate AC station service 3 phase, 27.6 kV with Generator Customer's Parkhill CTS and with Generator Customer and Hydro One Distribution as required, any feeder line easements required will be obtained by the Generator Customer in accordance Part 10 of Schedule C.
- Design, provide and install "A" and "B" protections for the line running between Evergreen SS and Parkhill CTS. Protection scheme to be a duplicated two-ended line current differential protection scheme. "A" group to use GE L90 and "B" group to use Schweitzer SEL-311L relay modules.
- Design, provide and install 500 kV breaker "A" and "B" protection relay modules for the three 500 kV breakers at Evergreen SS. Protections to include but not limited to: Breaker Failure protection, Reclose and Trip protection modules.
- Design, provide and install "A" and "B" Special Protection System (SPS) protection modules for logic and interface to the BSPS
- Design, provide and install "A" and "B" protection modules to generate trip signals to send to the Generator Customer's Parkhill CTS to trip either both their 500 kV and/or both 121 kV transformer breakers in the event Evergreen SS breakers exhibit breaker failure or are otherwise not able to clear a fault.

2.2.4 Grounding

- Design, provide and install ground grid to achieve safe GPR and step and touch potentials in compliance with the requirements of the Code, and
- Carry out grounding study and GPR study.

Part 3: Protection and Control Engineering

Hydro One will perform the following activities and/or provide the following deliverables associated with Protection Engineering work related to the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system:

3.1 Evergreen SS

- Design, provide and install "A" and "B" protections for the 500 kV circuit B562E.
- Design, provide and install "A" and "B" protections for the 500 kV circuit E564L.
- Design, provide and install OV/LEO protection for 500 kV circuit B562E
- Design, provide and install OV/LEO protection for 500 kV circuit E564L
- Design, provide and install "A" and "B" fuse & link racks for CT/CVT cabling inputs from CVTs and breaker bushing mounted CTs.
- Design, provide and install "A" and "B": groups DC station service systems.
- Design, provide and install "A" and "B" groups AC station service systems.
- Design, provide and install DC ground detection modules
- Design, provide and install DC Distribution & Monitoring, and Disturbance Fault Recorder (DFR) cabinets.
- Design, provide and install cable runs from the relay building to: 500 kV breakers, disconnect switches, ground switches and CVTs
- The Bruce Special Protection System (BSPS) (G/R) signals will pass through Evergreen SS to the Generator Customer's Parkhill CTS. Upon receiving the BSPS (G/R) signals the Generator customer must

trip both their 500 kV and 121 kV transformer breakers or as per IESO instruction.

3.2 Bruce A TS

- Modify B562L (B562E) “A” and “B” line distance protection relay modules to account for Evergreen SS.
- Modify B562L (B562E) LEO (Line End Open) line protection relay modules and associated breaker protections to account for Evergreen SS.

3.3 Bruce B SS

- Modify existing BSPS equipment to accommodate the addition of Evergreen SS.
- Modify “A” and “B” BSPS interfaces into the BSPS’s Bruce Local and Inter-area Stability (BLIS) scheme to account for Evergreen SS.
- Provide the capability to generate Generation Rejection (G/R) signals (A&B plus their duplicates) from the BSPS for rejection of Parkhill CTS and its associated wind farm connections.

3.4 Longwood TS

- Modify B562L (E564L) “A” and “B” line distance protection relay modules to account for Evergreen SS
- Modify B562L (E564L) LEO line protection relay modules and associated breaker protections to account for Evergreen SS.
- Design and provide a new “B” LEO/SPS protection relay modules for the 500 kV circuit E564L for LEO status into the BSPS/BLIS.

3.5 General

The specific Protection and Control Engineering work will cover the following activities/deliverables:

- Design and issue Elementary Wiring Diagrams (EWDs), Connection Wiring Diagrams (CWDs) and electrical arrangement (E/A) drawings for Bruce A TS, Evergreen SS, Longwood TS and Bruce B SS
- Revise existing drawings including reviewing drawings provided by the relay manufacturers
- Procure protection equipment
- Revise all single-line diagrams to show new protection changes

- Prepare and issue Protection Description document
- Issue new protection settings
- Revise control building E/A at Bruce A TS, Evergreen SS, Longwood TS and Bruce B SS to show new equipment arrangement
- Issue new cable lists
- Co-ordinate between relaying, control, metering, drafting, field P&C and construction
- Participate in project meetings and site visits
- Provide technical support to field P&C
- Mark and forward all FMPs to head office for final issue of ‘As Built’
- Perform COVER activities during commissioning
- Provide to the Generator Customer, all necessary information on Evergreen SS required by the Generator Customer’s engineers for preparation of relay settings, fault calculations and logic.
- Review documents and drawings of the Generator Customer’s protection equipment, single lines, Elementary Wiring Diagrams (EWD) drawings, relay settings and other interface documentation.

Assumptions/Notes:

- All protection work at Parkhill CTS and all other wind energy facilities within Adelaide WEC, Bornish WEC and Jericho WEC, is the responsibility of the Generator Customer. Hydro One may help coordinate commissioning of the line protections with the Generator Customer.
- The physically and geographically diverse fibre telecom links (A main, A alternate, B main and B alternate) will be available between Evergreen SS and the Generation Facility to facilitate the new differential protection. The Generator Customer to provide these telecom links.
- Hydro One will not perform protection design duties/activities for the Generator Customer or their designated consultant.
- Outages are available when required.
- Although Evergreen SS has been designated as essential to the power system by the IESO, as

currently assessed it has been found not to be part of the Bulk Power System (BPS) at this time. However Evergreen SS must participate in the Bruce Special Protection System "BSPS" and thus its protection system must comply with NPCC Directory #7 for special protection systems, protections must be redundant and physically and geographically diverse.

- vi. Existing Longwood TS, Bruce A TS and Bruce B SS stations are all NPCC BPS facilities; hence standard "A" and "B" protective relaying is to be provided at these stations with full duplication and separation for those existing facilities that are NPCC BPS in accordance with NPCC criteria for such facilities.

Part 4: Teleprotection Engineering

Hydro One will perform the following activities and/or provide the following deliverables associated with Teleprotection Engineering work related to the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system: :

4.1 Evergreen SS

- Design, provide and install teleprotection channels to facilitate Permissive/Transfer Trip (PT/TT), Line End Open (LEO) and Bruce Special Protection System Generation Rejection (BSPS G/R). Both A & B protection systems to use redundant (Main & Alternate) teleprotection and telecommunication paths.
- For B562E main path to Bruce A TS: design, provide and install RFL IMUX over digital microwave + existing SONET for connection through Longwood TS for connection to Bruce A TS
- For B562E alternate path to Bruce A TS: design, provide and install NSD570 technology over Power Line Carrier (PLC) for connections to Bruce A TS
- For E564L main path to Longwood TS: design, provide and install Contact Transfer Modules (CTM)/RFL IMUX over digital microwave for connection to Longwood TS
- For E564L alternate path to Longwood TS: design, provide and install NSD570 technology over PLC for connection to Longwood TS.

- For line differential protection: design, provide and install main and alternate paths to Parkhill CTS using dark fibre.
- For BSPS G/R signals to Parkhill CTS: design, provide and install CTM over the dark fibre

4.2 Bruce A TS

- Reconfigure all associated BSPS teleprotection outputs associated with B562L; decommission all teleprotection equipment/drawings/alarms associated with B562L.
- For B562E main path to Evergreen SS: design, provide and install on RFL IMUX over digital microwave + existing SONET for connection through Longwood TS for connection to Evergreen SS
- For B562E alternate path to Evergreen SS: design, and install NSD570 technology over PLC for connection to Evergreen SS

4.3 Longwood TS

- Reconfigure all associated BSPS teleprotection outputs associated with B562L; decommission all teleprotection equipment/drawings/alarms associated with B562L.
- For E564L main path to Evergreen SS: design, provide and install CTM/RFL IMUX over digital microwave for connection to Evergreen SS
- For E564L alternate path to Evergreen SS: design, provide and install NSD570 technology over PLC for connection to Evergreen SS.
- For B562E main path to Bruce A TS: design, provide and install RFL IMUX over digital microwave for connection from Evergreen SS through Longwood TS for connection to Bruce A TS

4.4 Bruce B SS (site of the BSPS)

- Reconfigure all associated BSPS teleprotection outputs associated with B562L.
- For BSPS G/R (A&B) signals main path to Parkhill CTS: design CTM over existing RFL IMUX over existing digital microwave & SONET to Longwood TS; then over digital microwave radio link to Evergreen SS; and then using

SEL-2595 CTM over the dark fibre to Parkhill CTS.

- For BSPS G/R (A&B) signals alternate path to Parkhill CTS: (re) design on existing RFL IMUX digital teleprotection channel to Bruce A TS; then NSD570 technology over PLC to Evergreen SS; and then using SEL-2595 CTM over the dark fibre to Parkhill CTS

4.5 General

The specific Teleprotection Engineering work will cover the following activities/deliverables:

- Provide overall system and specific site design
- Provide a complete design package as per applicable standards
- Provide connection to Telco
- Provide alarm points (SCADA) for Hydro One sites
- Produce associated P/Rs,
- Produce new drawings as required
- Revise/Approve site Drawings
- Review/approve any field design changes and process FMPs
- Prepare NOMS and change request tickets (as required) for HOT and Hydro One outages
- Provide information to Protection Engineering to complete protection EWD/CWDs
- Provide technical assistance to Field P&C and Station Construction with test and commissioning procedures
- Participate in project and coordination meetings;
- Attend site meetings as required; and
- Final commissioning and end to end testing of the teleprotection and G/R systems will be a joint effort of the Generator Customer's staff and Hydro One P&C personnel

Assumptions/Notes

- Estimate includes removals or modification of existing 937 tone and PLC carrier equipment.
- Assumes that there will no longer be direct PLC channels between Bruce A TS and Longwood TS

- Status of B562E and E564L must be modeled in the BSPS and thus Evergreen SS teleprotection channels are to be provided with full duplication and separation in accordance with NPCC criteria.
- Generator Customer must participate in the BSPS Generation Rejection scheme thus Parkhill CTS telecommunication and teleprotection interfacing with Hydro One to be provided with full duplication and separation in accordance with NPCC criteria.

Part 5: Control Work (SCADA)

Hydro One will perform the following activities and/or provide the following deliverables associated with Control Engineering work related to the connection of the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system:

5.1 Evergreen SS

- Design, provide and install new SCADA LAN infrastructure at the 'A' and 'B' PC&T rooms at Evergreen SS PC&T building to accommodate new status/measurement quantities/alarm

5.2 Bruce A TS

- Modify existing 500 kV Bulk Electricity System (BES) SCADA LAN infrastructure to accommodate modified "A" and "B" protections
- Modify existing station RTU to include hard-wired protection and new-protection status/alarm

5.3 Longwood TS

- Modify existing 500 kV Bulk Electricity System (BES) SCADA LAN infrastructure to accommodate modified "A" and "B" protections
- Modify existing station RTU to include hard-wired protection and new-protection status/alarm
- Modify the Transmission Network Management System (NMS) gateway configuration at Longwood TS for the incorporation of Evergreen SS and the Generator Customer SCADA data.

5.4 General

- Design and issue drawing production to reflect RTU changes – Electrical Arrangements (E/A), Elementary Wiring Diagram (EWD) and Connection Wiring Diagram (CWD).

- Preparation of telemetry tabulation of functions in conjunction with protection, telecom, electrical and other groups to determine point requirements for new and modified facilities at Evergreen SS, Bruce A TS and Longwood TS.
- RTU configuration and hardware expansion as required, on-site testing and commissioning in conjunction with field P&C, provision/facilities of SCADA master database changes.
- Modify/expand existing SCADA LAN infrastructure and other necessary SCADA equipment to support the Generator Customer activities such as SCADA point review/validation and NMS submission to Hydro One's OGCC in Barrie.
- Provide hubsite support and point verification testing.
- Meet IESO requirements related to new assets as required.
- Assist the Generator Customer to ensure all real-time telemetry facilities comply with Hydro One requirements.
- Prepare bill of materials for new equipment for use in material requisitions
- Participate in Project Meetings
- Prepare Documentation

Assumptions/Notes:

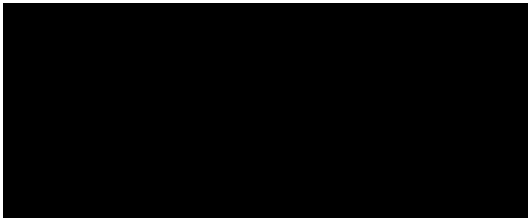
- i. SCADA data is provided by the Generator Customer in a timely manner.
- ii. At Parkhill CTS, "Communication Channel Failure" alarms shall annunciate to the control system of the Generation Facility. If both communication channels fail at the same time then the Generator Customer shall be required to disconnect from the transmission system (Evergreen SS).
- iii. Programmable Synchrocheck relays required at Evergreen SS for manual closing of breakers from OGCC.
- iv. The preferred method of SCADA connectivity would be a direct ICCP (Inter-Control Center Communications Protocol) connection from the Generation Facility to OGCC. However DNP to Longwood TS hub-site will be acceptable as an alternative option. Hydro One will provide notice to the Generator Customer when the hub-site facility is being decommissioned and the Generator Customer must migrate to ICCP.

- v. The Generator Customer shall arrange and pay for a Leased S4T4 circuit from Parkhill CTS to Longwood TS to transmit SCADA quantities to Hydro One. The Generator Customer is to procure, pay all costs and will be fully responsible for this circuit.

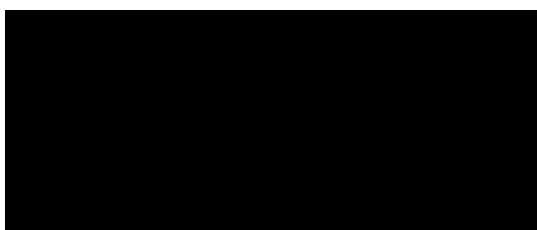
Part 6: Telecommunication Engineering

Hydro One will perform the following activities and/or provide the following deliverables associated with Telecommunication Engineering work related to the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system:

6.1 Evergreen SS

- Main telecom path for B562E (between Evergreen SS and Bruce A TS) to be digital microwave radio and Hydro One SONET via Longwood TS
- Alternate telecom path for B562E (between Evergreen SS and Bruce A TS) to be Power Line Carrier (PLC) on B562E
- Main telecom path for E564L (between Evergreen SS and Longwood TS) to be digital microwave radio
- Alternate telecom path for E564L (between Evergreen SS and Longwood TS) to be Power Line Carrier (PLC) on E564L
- Main telecom path to Parkhill CTS: Install one 48 fibre single mode cable from the 500 kV PC&T Building to the demarcation point for routing to the Generator Customer's Facilities (Notes i & ii);
- Alternate telecom path to Parkhill CTS: Install one 48 fibre single mode cable from the 500 kV PC&T Building to the demarcation point for routing to the Generator Customer's Facilities (Notes i & ii);
- 
- Install new digital PLC on E564L for Evergreen SS SCADA to Longwood TS hub-site as the alternate path for Evergreen's SCADA data.

- Install one 24 fibre multimode cable for Parkhill CTS SCADA and other real time data to Evergreen SS to use by Evergreen SS (Notes i & ii)
- Install a 50 pair Bell metallic cable entrance which will terminate in Opto-isolators located in the 500 kV PC&T building for a station voice circuit phone.
- Install a new communication (~70 m) tower at Evergreen SS to support the microwave radio link to Longwood TS (one licensed space diversity 7GHz link between Evergreen SS and Longwood TS). Microwave radio link to have 16 x DS1 capacity.



- Conduct a GPR study for Evergreen SS
- Physical security material to be provided and installed.

3.2 Longwood TS

- Install analog modem at Longwood TS that will connect to Parkhill CTS via S4T4 circuit for transmission of SCADA quantities

3.3 General:

- Prepare Fibre Design and Installation Packages (DIP) for cable routing, trenching, room layouts, and rack configurations. DIP will also contain the Fibre Patch Panel Access (FFPA) port assignments, splicing, labelling and fibre testing.
- Prepare a DIP for MW radio and associated waveguide, antenna, T1 multiplexers, Security Communication Equipment and SCADA circuitry.
- Prepare or revise Telecom circuit schematic drawings for Evergreen SS, Bruce A TS and Longwood TS
- Prepare and submit radio license requests to Industry Canada
- Prepare and submit microwave tower approvals to NAV Canada and Transport Canada.
- Conduct interference study with Frequency Coordination System Association (the "FCSA")

Assumptions/Notes:

- Demarcation points for telecom links between Parkhill CTS and Evergreen SS to be buried pull boxes located just outside Evergreen SS property. Hydro One to provide pull boxes.
- To avoid splicing the fibres, the Generator Customer to provide fibre plus slack for extension from the pull boxes into the Evergreen SS relay building. The Generator Customer to coil the slack at the demarcation point pull boxes for Hydro One to pull and terminate into Evergreen SS relay building. Note the pull boxes are able to hold a splice box if splicing is required. Demarcation sites to be confirmed/settled during execution phase.
- Demarcation of the metallic cable is the remote side of the optical isolator.
- The Generator Customer is responsible for procurement and monthly fees of the main and alternate communication circuits at Parkhill CTS site.
- The existing communication tower at Longwood TS is structurally capable of handling the load of new antennas. If not, structural reinforcement may be required.

Part 7: Revenue Metering

Hydro One will perform the following activities and/or provide the following deliverables associated with Revenue Metering work related to the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system:

- H1 Distribution will install their Retail standard metering (most likely on the last pole before entering the Evergreen SS station)
-

Part 8: Environmental Engineering

Hydro One will perform the following activities and/or provide the following deliverables associated with Environmental Engineering work related to the construction of Evergreen SS, the connection of the Generator Customer's Facilities to Evergreen SS and the connection of Evergreen SS to Hydro One's transmission system::

- For the transmission line tap and Evergreen SS only, Hydro One will provide all environmental engineering planning, design and construction stage services and ensure that all environmental aspects of this project are in, and remain in compliance with all applicable

federal, provincial and municipal legislation, and with all Hydro One's internal policies, procedures and HODS (Hydro One Document System) documents.

- For the transmission line tap and Evergreen SS only, Hydro One will perform the work required to obtain all environmental permits and approvals, including the full Class EA via the EA Screen-out process. Hydro One will not file its EA Screen-out Report until such time as the Ministry of Environment has issued the Generator Customer's REA .
- Provide construction support by advising on compliance with EA requirements/commitments, and responding to environmental issues, helping to minimize environmental effects and arrange for remedial action where appropriate.
- Review Generator Customer's environmental documents/specifications as required.
- Monitor environmental impact during construction
-
- Estimate includes 1 Public Information Centre plus additional tasks as required.
- Soil testing and laboratory assessment as required to identify any potential soil contamination.
- Graphics and photo simulations to support EA and PIC, supporting communications products for PIC such as panels, brochures, newspapers, advertisements and notification mail outs, if required.
- Perform Heritage Assessment, if required
- Provide landscape PIC graphics and simulations, if required
- Provide landscape design and drafting.
- Provide Station Emergency Response Plan (ESP)

Assumptions/Notes:

- i. If required, an Environmental Compliance Approval (ECA) for drainage will be obtained by Hydro One in accordance with required timeline;
- ii. Estimate prepared based on the site selected by the Generator Customer for their project
- iii. A building permit for the PC&T buildings is required and will be obtained by Hydro One in accordance with the required timeline.
- iv. Hydro One will not have to perform a full class Environmental Assessment or an individual Environmental Assessment;

- v. Hydro One is able to rely upon and use the Generator Customer's Environmental and Archaeological Studies, Provincial and Federal Agency Feedback, Notifications and Consultation Records for the purposes of Hydro One obtaining any environmental approvals, permits or certificates required in respect of all or any portion of the Hydro One Work;
- vi. That no federal or provincial land is involved triggering a Federal EA or the requirement for an MNR work permit respectively;
- vii. That there are good access roads for connection of the Generation Facility to Evergreen SS and that no water crossing will be needed; and
- viii. That the Generator Customer completed and that the Ministry of Culture accepted an archaeological assessment report (Stage I and Stage II and Stage III if required) for the access roads and tap connection location (Evergreen SS) submitted by the Generator Customer for this project, prior to the start of construction, which report will support the Class EA screen-out to be prepared by Hydro One for the connection facilities.
- ix. No significant natural environmental issues
- x. Work will not require Species at Risk permits
- xi. Estimates do not include funding to address Real Estate and First Nation issues that arise following execution.
- xii. No provision has been included for issues associated with specific property ownership concerns.
- xiii. Estimate assumes that Legal right to enter properties for survey purposes (legal, soil, biological and archaeological) will be obtained in a timely manner and in a voluntary entry bases.
- xiv. Estimate assumes that Hydro One OEB Section 92 approval is not required.
- xv. Additional studies/information requests by regulatory agencies are not included.
- xvi. Any requirements for archaeological assessments are not included in this estimate.
- xvii. Municipal, regional and MOE approvals will be obtained in a timely fashion.
- xviii. Recommendations stated in the Generator Customer's archaeological assessment will be accepted by the Ministry of Culture Tourism and Sport.
- xix. There is only one new relay building required.
- xx. No Municipal Site Plan Approval is required.
- xxi. No Storm Water Management Plans are required.
- xxii. Building Permit costs are estimates only and will vary depending on municipality and/or township.
- xxiii. Risk: Project schedule may change if the proponent requires a Stage 4 Archaeology Assessment.
- xxiv. Risk: Project delays if not given enough lead time for the environmental permits, license and approvals mentioned in this estimate.

7.2 Refer to Schedule C – paragraph 10 for Generator Customer REA requirements.

Part 8: Field Services

Hydro One will perform the following activities / provide the following deliverables associated with Field Services work:

8.1 Construction and Commissioning Services

- Construct and commission system in accordance with the approved design: "MOE Certificate of Approval-Industrial Sewage Works" and "Environmental Specification" where applicable
- Hold Commissioning and Transfer of Control meeting on-site with the Commissioning Team as per SP0364
- Complete and provide Grid Ops with the following as part of project commissioning:
 - Commissioning Meeting Report
 - Field Report of Placing Equipment in Service form
 - Transfer of Control of Equipment form
 - Update C of A system Operating and Maintenance Manual where applicable
- Update Station's Emergency Response Plan (including associated drainage sketch(s)) and/or Fire Safety Plan as appropriate
- Provide digital picture log of key system component construction/installation
- Define Outage Plan and arrange for appropriate outages
- Provide construction management including removal and installation of all materials and equipment on site, and
- Provide Health and Safety training to Construction Staff on site in accordance with Hydro One's Policies.

Assumptions/Notes:

- i. The O&M Manual must include a complete updated drawing package. If the revised drawings are not available at the time of the commissioning meeting, two (2) copies of field mark prints of systems and drainage works must be provided to Grid Ops at the commissioning meeting with the revised O&M Manual

drawings to be provided within 1 month of the commissioning meeting

- ii. The O&M manual must include original manufacturers' manuals, vendor contact and equipment-order information for all installed electrical/mechanical equipments such as pumps, nivotesters, relays, probes, floats, etc...
- iii. All nameplate data are to be documented and supplied as part of the O&M Manual package
- iv. Manuals for electrical equipments can be stand-alone documents however they are required to be referenced in the O&M Manual and issued to the Commissioning Team at the time of commissioning.

8.2 COVER

- Carry out witness verifications (COVER) at Generator Customer facilities in accordance with Hydro One COVER document

Notes:

- i. Commissioning will be based on typical commissioning procedures and standard feeder protections, i.e. no communications with remote ends
- ii. Hydro One will not be involved in line protection commissioning at the Generation Facility; and
- iii. Hydro One will test the Generator Customer's telecom equipment rack back-to-back with Hydro One equipment at Evergreen SS.
- iv. Hydro One may test the Generator Customer's telecom equipment rack back-to-back with Hydro One equipment at Longwood TS and Bruce A TS if required.

8.3 Quality Control

8.3.1 Applicable Standards, Codes, Guidelines

- Execute all work in accordance with the applicable standards as per the scope described in this Schedule A.

Note:

- i. Auditing and monitoring may occur on all projects by various parties, both internal and external, to ensure that work is being carried out as designed and as mandated by the design.

8.3.2 Health and Safety Requirements

- Use current versions of the following documents or procedures:

- i. Occupational Health and Safety Act (OHSA).
- ii. Hydro One Corporate Safety Rules & Regulations
- iii. Engineering Services Health & Safety Program.
- iv. All applicable Federal, Provincial, Municipal Statutes, By-laws and Codes
- v. Field Job Planning folders to be used for each site prior to commencement of work, and
- vi. Pre-job safety meetings prior to commencement of work to identify safety hazards.
- vii. Ensure that all personnel and visitors to construction site must wear the following personal protective clothing:
 - viii. Currently approved hard hat
 - ix. Safety shoes with green patch and dielectric rating
 - x. Safety glasses, and
 - xi. Other applicable protective equipment as required for specific tasks.

Note:

- i. All visitors to construction site and subcontractors working on site(s) must have completed the safety/site orientation training and must sign in on the Construction Visitor Board immediately upon arrival at the site.

8.4 Power Outages

- Assist Construction in defining the Outage Plan and arranging for outages required for line work.

8.5 Station Soil Condition

- Assume that rock excavation and trenching will not be required; and
- Assume that sheet piling and de-watering will not be required.

8.6 Spill Management

- Ensure spill risks and appropriate spill management measures are considered as part of this project in accordance with HODS SP0785.

8.7 Underground Facilities

- Assume that there are no other underground facilities such as utility feeders or gas pipelines which would affect the proposed construction.

8.8 Clarification

- Hydro One Work does not address and does not include any joint use of pole line facilities agreement and

associated land leases, road allowance occupation permits or easement arrangements that the Generator Customer and Hydro One may enter into before, during or after construction of Generator Customer's Facilities.

8.9 Real Estate

Hydro One will:

- Review and where necessary, be involved in the negotiation of, the agreements (including easements) and approvals to be obtained by the Generator Customer on behalf of Hydro One referenced in Section 10 of Schedule 'C' under the heading "Hydro One Easements and Other Land Agreements Required from Third Party for the Hydro One Work. Such easements shall be substantially in the form of Hydro One's standard form easement documents.
- provide the Generator Customer with the requisite information on the locations and dimensions of the lands associated with the easements, land acquisition and permits referenced in Section 10 of Schedule "C" in sufficient time to permit the Generator Customer to obtain said easements, reference plans, land and permits within the timeframes referenced in Part III of this Agreement.

**Schedule "B": Scope of Work – Work Not Chargeable
to Customer**

Not Applicable

Schedule "C": Generator Customer Connection Work
Part 1: General Project Requirements:

The Generator Customer will:

- (a) enter into a Connection Agreement with Hydro One or where applicable, amend its existing Connection Agreement with Hydro One at least 14 days prior to the first Connection;
- (b) ensure that project data is provided to Hydro One in accordance with Subsection 10(c) of the T&C;
- (c) install metering facilities in accordance with the Market Rules;
- (d) provide a dedicated communication circuit for remote access to the metering equipment in accordance with the Market Rules;
- (e) provide a dedicated telephone line for direct communication between Hydro One's Ontario Grid Control Centre ("Hydro One OGCC") operator and the Generation Facility control room operator (the real time contact to be listed in the Connection Agreement can be a toll free (1-800...) phone number which should go directly to the Generator Customer's real time contact and not an automated teleprompt/voice recording as it may require an immediate response from the Generator Customer) and will provide round-the-clock monitoring and control of the Generator Customer's facilities;
- (g) ensure that the work to be performed by the Generator Customer required for successful installation, testing and commissioning of protective, teleprotection, telecommunication and metering equipment is completed as required to enable Hydro One COVER verification to confirm satisfactory performance of such systems;
- (h) perform a geotechnical survey and soil testing on Hydro One's behalf in accordance with Hydro One's technical specifications of the tap location provided by Hydro One; and
- (g) satisfy all other requirements specific to the Connection.

Part 2: Line Work

None.

Part 3: Station Work

The Generator Customer's Parkhill CTS facility will be located to the North of Evergreen SS switchyard and the demarcation point will be 500 kV under-hung bus work located just inside Evergreen SS fence. Station. The 500 kV interface rigid bus between Evergreen SS and Parkhill CTS will be supplied and installed by the Generator Customer. The Generator Customer shall perform the following activities and/or provide the following deliverables associated with Station Engineering work:

- Provide the Parkhill CTS to Evergreen SS interface rigid bus complete with insulation, foundations, support structures and extended ground grid. Interface bus must be at adequate height, phase separation and ground clearances suitable for connection of 500 kV under-hung bus work at Evergreen SS
- Provide information on phase rotations at the supporting structures;
- Provide fencing of the 500 kV interface rigid bus extension from Parkhill CTS to Evergreen SS.
- Complete grounding, site preparation, fencing, imported fill, embankment, construction of ditches for storm drainage for Parkhill CTS and;
- Generator Customer to construct and permit an unencumbered construction access road from Nairn Road to the Evergreen SS site property line as specified by Hydro One by [REDACTED] to allow Hydro One to commence the Hydro One Work on [REDACTED]. This construction road will become the permanent access road for both Evergreen SS and Parkhill CTS after completion of construction. Generator Customer to pave road by end of construction period.
- Provide and install a 500 kV motor operated line disconnect switch at Parkhill CTS between the 500 kV bus at Parkhill CTS and incoming 500 kV connection to Evergreen SS.
- All 500 kV equipment at Parkhill TS is to be capable of operating continuously between 490kV and 561 kV in accordance with the Market Rules and SLA requirements for this project.
- Provide suitable boundary fence for the Generator Customer switchyard section that meet applicable safety standards;
- Coordinate site substation construction with Hydro One consisting of, but not limited to, survey, site preparation, land grading, grounding, imported fill, embankment and construction of ditches for storm drainage; and
- Coordinate Generator Customer's station electrical arrangement equipment (rigid bus, post insulators, associated hardware, terminating structures and foundations) with Hydro One.
- The Generator Customer shall design and construct the grounding system for the Generation Facility to meet the requirements of the Electrical Safety Code (Ontario), the Transmission System Code and the requirements set out in the Connection Agreement without relying on Hydro One's grounding system;

Assumptions/Notes:

- The point of demarcation between Hydro One Evergreen SS facilities and those of the Generator Customer Facilities at Parkhill CTS will be 500 kV under-hung bus work located just inside Evergreen SS.
- Hydro One is planning to build Evergreen SS grounding grid to meet a maximum fault level of 50kA.
- Generator Customer is responsible for future upgrades to Parkhill CTS ground grid in accordance with paragraph 24.3 of the Connection Agreement and the Transmission System Code.
- Generator Customer will provide a second source of AC station service to Evergreen SS via their 27.6 kV tertiary of one of their autotransformers at Parkhill CTS and brought to the edge of the Evergreen SS site.
- Generator Customer and Hydro One to coordinate AC station service 3 phase, 27.6 kV between Parkhill CTS and Evergreen SS as required, any feeder line easements required will be obtained by the Generator Customer in accordance with Part 10 of this Schedule C.

Part 4: Protection Engineering Work

The Generator Customer shall perform the following activities and/or provide the following deliverables associated with Protection work:

- Provide protection documentation relating to relay settings at the Generation Facility for proper coordination with Hydro One relay settings
- Coordinate with Hydro One for a current differential protection scheme for the 500 kV connection between Parkhill CTS and Evergreen SS. Protection schemes to be consistent/compatible with Hydro One protection scheme used at Evergreen SS.
- The Generation Facility 500 kV main output transformer breakers are not allowed to auto-reclose.
- Protective relaying must be set to ensure that equipment remains in-service for voltages between 94% of the minimum continuous value and 105% of the maximum continuous value in accordance with the Market Rules and SIA requirements for this project.
- Submit for Hydro One's review the following interface documents and drawings;

1. Operating single-line diagrams and schematic single-line diagrams, complete with measuring instrument ratings and relay devices;
 2. Protection tripping matrix, interlocking system and logic diagrams;
 3. Protection equipment technical documentation;
 4. Control and protection EWD drawings; and
 5. Relay settings and calculations;
- Coordinate between relaying, control, metering, drafting, field P&C and construction with Hydro One; and
 - Provide technical support to Hydro One's field P&C.
 - Participate in Hydro One COVER activities during commissioning.
 - Fully duplicated protection and telecommunication system must be installed as outlined in the Transmission System Code (TSC)
 - The Generation Facility is required to participate in the Bruce Special Protection System (BSPS). The BSPS is a Northeast Power Coordinating Council (NPCC) Type 1 special protection scheme; thus all installations must meet the requirements specified in the NPCC Directory #7.
 - Install protection trip modules that will ensure fault clearance if the Generator Customer exhibits breaker failure on either of its 500 kV breakers at Parkhill CTS. The trip signals from the Generation Facility is to be initiated from either of the 500 kV breaker failure protection of the 500 kV Parkhill CTS breakers. Trip signals to be sent to Evergreen SS.
 - Ensure that the Generation Facility receives trip signals from Evergreen SS to ensure fault clearance if an Evergreen SS breaker(s) exhibits breaker failure.
 - Install a Disturbance Recording device to record power swings on the wind farm facility in accordance with the specifications to be provided by Hydro One and/or the IESO.

Assumptions/Notes

- i. Hydro One will use fibre-based line current differential schemes between Evergreen SS & Parkhill CTS.
- ii. That outages are available when required; and
- iii. That Hydro One will not be engaged in the design, procurement and installation of protective relays or equipment for the Generator Customer or their designated consultant

- iv. Hydro One Protection/teleprotection scheme will use current differential relays, L90 and SEL-311L

Part 5: Teleprotection Engineering Work

Generator Customer will provide teleprotection for Parkhill CTS based on the following design consideration:

- Fully duplicated protection and telecommunication system must be installed as outlined in the Transmission System Code (TSC)
- The Generation Facility is required to participate in the Bruce Special Protection System (BSPS). The BSPS is a Northeast Power Coordinating Council (NPCC) Type 1 special protection scheme; thus all teleprotection installations must meet the requirements specified in the NPCC Directory #7.
- All teleprotection channels must support digital and/or analog communications
- Provide a complete design package complete with EWD/CWDs for interfacing with Hydro One teleprotection system;
- The Generator Customer is responsible for site GPR (Ground Potential Rise) study for Parkhill CTS

Part 6: SCADA RTU

The Generator Customer shall:

- Provide SCADA RTU functionality to meet Hydro One configuration and communications protocol and to comply with IESO technical and performance requirements.
- The Generator Customer shall arrange and pay for a Leased S4T4 circuit from Parkhill CTS to Longwood TS to transmit SCADA quantities to Hydro One. The Generator Customer is to procure, pay all costs and will be fully responsible for this circuit.
 - Provide a port and a modem to transmit to Hydro One (Longwood TS) the required telemetry quantities. The modem and protocol details will be to Hydro One's requirements.
- Provide SCADA data over a S4T4 connection between the Generation Facility and Longwood TS (Note iv);
- Provide status information of disconnect switches and circuit breakers at the Generation Facility including measured quantities such as, MW flow, Mvar flow and phase-to-phase voltage at 500 kV, 121 kV and

34.5kV buses to Hydro One OGCC as well as protection and communication failure alarms.

- Conform to Hydro One OGCC finalized alarms, status and telemetry table lists;
- Submit a complete telemetry list for all data originating the Generation Facility to OGCC NMS System;
- Coordinate Point Verification Testing of SCADA points;
- Provide technical assistance to Hydro One's Field P&C and Station Construction with test and commissioning procedures; and
- Participate in Hydro One COVER activities during commissioning.

Assumptions/Notes:

- i. Fulfilling IESO requirements for customer telemetry is the responsibility of the Generator Customer
- ii. The Generator Customer will ensure that they provide the IESO with a complete telemetry list for all data originating from their system.
- iii. At Parkhill CTS, "Communication Channel Failure" alarms shall annunciate to the control system of the Generator Customer Facility. If both communication channels fail at the same time then the Generator Customer shall be required to disconnect from the transmission system (Evergreen SS).
- iv. The preferred method of SCADA connectivity would be a direct ICCP (Inter-Control Centre Communications Protocol) connection from the Generator Facility to OGCC. However DNP to Longwood TS hub-site will be acceptable as an alternative option. Hydro One will provide notice to the Generator Customer when the hub-site facility is being decommissioned and the Generator Customer must migrate to ICCP.

Part 7: Telecommunication Engineering

The Generator Customer shall:

- Provide the Main telecom path from Parkhill CTS to Evergreen SS by installing one 48 fibre single mode cable from Parkhill CTS relay building(s) to the demarcation point, buried pull box just outside of Evergreen SS for routing into the Evergreen SS relay

building to facilitate the new differential protection (Notes i & ii);

- Provide the Alternate telecom path from Parkhill CTS to Evergreen SS by installing one 48 fibre single mode cable from Parkhill CTS relay building(s) to the demarcation point, buried pull box just outside of Evergreen SS for routing into the Evergreen SS relay building to facilitate the new differential protection (Notes i & ii)
- Main and alternate fibre paths to be physically and geographically diverse in accordance to NPCC Directory #7
- Provide communications cable entrance facility and cable protection at the Generation Facility (Parkhill CTS)
- Provide one 24 fibre multimode cable for the Generator Customer's Facilities SCADA and other real time data to Evergreen SS's telecom point of demarcation (buried pull box just outside Evergreen SS).

Assumptions/Notes:

- i. Demarcation points for telecommunication between Parkhill CTS and Evergreen SS to be buried pull boxes located just outside Evergreen SS property. Hydro One to provide buried pull boxes.
- ii. To avoid splicing the fibres, the Generator Customer to provide fibres plus slack for extension from the pull boxes into the Evergreen SS relay building. The Generator Customer to coil the slack at the demarcation point pull boxes for Hydro One to pull and terminate into Evergreen SS relay building. Note the pull boxes are able to hold a splice box if splicing is required. Demarcation sites to be confirmed/settled during execution phase.
- iii. The Generator Customer is responsible for all telecommunication links between Evergreen SS and Parkhill CTS up to the demarcation point.

Part 8: Revenue Metering

The Generator Customer shall:

- Provide a revenue metering system in accordance with the Market Rules.

Part 9: Requirements – Environmental, First Nations and Archaeological Studies, Provincial and Federal Agency Feedback, Notifications and Consultation Records

The Generator Customer shall:

- include the location of the connection facilities being built by Hydro One as part of the Hydro One Work (including any associated construction access and laydown areas) in the Environmental and Archaeological Studies, Notifications and Consultations;
provide Hydro One with copies of the Environmental and Archaeological Studies, Notifications and Consultation records and applicable correspondence;
- provide Hydro One with any relevant feedback from the provincial and federal government agencies such as Ministry of Tourism and Culture ("MTC"), Ministry of Environment ("MOE"), Ministry of Natural Resources ("MNR") and the Department of Fisheries and Oceans ("DFO"), including any applicable Ministry Sign-offs;
- provide Hydro One with any agreements, written or oral, with the Crown on Duty to Consult obligations.

Notes:

- Hydro One's facilities cannot be approved under the Generator Customer's REA but Hydro One does need to rely on the Generator Customer's Environmental and Archaeological Studies, Notifications and Consultations (including records of same) for the purposes of obtaining any environmental approvals, permits or certificates that it requires in respect of all or any part of the Hydro One Work in the interest of time.

Part 10: Real Estate

The Generator Customer shall obtain the land rights described in Section 3.8 of Schedule "D" on Hydro One's behalf in accordance with the requirements of this Agreement, including, but not limited to Section 17 of the T&C,

Part 11: Documentation

The Generator Customer shall have provided Hydro One with the following Connection Interface Documents for review by Hydro One in the Implementation Connection phase:

Group A:

- IESO application-for information only.
- Single-line drawings showing ratings of all electrical equipment, such as disconnect switches, bushing potential devices, CVTs, power transformers, grounding transformers, grounding resistors, breakers, etc.
- GPR study and associated station ground design.
- Entrance structure (electrical & structural)
- General arrangement of the Generation Facility

Group B:

- DC station service 1 line showing ratings of all electrical equipment such as batteries, chargers, etc.
- Information on switchgear fault ratings
- HV surge arrestor specification
- RTU configuration/communications protocol
- Teleprotection AC and DC EWD including information on proposed vendor equipment
- Line protection AC and DC EWD
- Transformer protection, AC and DC EWD
- Disconnect switch or HV breaker AC and DC EWD
- LV breaker (transformer & bus tie breakers) AC and DC EWD
- Breaker failure (transformer & bus tie breakers) AC and DC EWD
- HV equipment operating and protection philosophy

Group C:

- Power transformer and generator nameplate ratings
- Relay settings including relay logic diagrams, coordination studies and fault calculations.
- Commissioning procedure

Group D:

- Preliminary and final generator data, including but not limited to excitation system performance and power factor regulator, to ensure compliance with all applicable reliability standards required under the IESO Market Rules.
- Generator absorption / deliverance of VARs from/to Hydro One system to maintain the Generation Facility terminal voltage to a given set point.

Part 12: Technical Requirements for Wind Farm Operation and Control

As the Generation Facility is a wind farm greater than 10 MVA, the Generator Customer shall comply with the requirements given below and forming a part hereof.

12.1 Remote Controller

- The Generator Customer is not required to have a permanently manned Control Room, but may, for example, operate the Generation Facility from a Remote Controller using a computer link. The Remote Controller must be permanently manned 24 hours a day, seven days a week.
- If the Remote Controller is more than 2 km from the Generation Facility, secure communications shall be provided between the Remote Controller and the Generation Facility.

12.2 Operational Control

The Generator Customer is responsible for safe operation of the Generation Facility in accordance with the requirements of the Transmission System Code and the Market Rules.

a) Ride-Through Capabilities

To comply with Chapter 4, Appendix 4.2, Item 7 of the Market Rules, the Generator Customer is required to provide the ability to ride-through voltage, power swings and frequency events caused by power system disturbances outside of the Generation Facility. This is to ensure that generation does not trip for faults remote from Hydro One Facilities into which they feed. However it will trip for all faults on a radial connection to the Generation Facility without any attempt at reclosing.

b) Start-Up Sequences

The start-up sequence should be staggered with a separation of at least 1.5 seconds between start-ups, or limited to a maximum step-voltage change of 3% separated by at least 70 seconds from a similar step. For a minimum step-voltage change of 0.4 %, for instance, the time interval could be reduced to 1 second between steps.

The voltage step limit will apply in all cases except the disconnection of the Generation Facility as the result of a fault.

c) Shut-Down Sequences

With regards to shutting down the Generation Facility, except for electrical faults on the Hydro One Facilities or on the Generation Facility, or for no wind or high wind shut down, or for icing conditions shut down, or due to generation rejection, no more than 25% of the registered capacity of the Generation Facility may be tripped simultaneously.

d) Disconnection

If the wind speed increases above a pre-determined upper limit, the wind turbine generator will be disconnected and the turbine will stop with blades pitched to approximately 90 deg. The wind turbine controller usually waits until the wind speed has decreased below this limit and then starts up again.

In the event that the Generation Facility gets disconnected from the IESO-Controlled Grid, even momentarily, it is required that the return or reconnection of the Generation Facility to the IESO-Controlled Grid should not be made without prior approval from IESO/OGCC operator. This mode of operation applies whenever the Generation Facility is disconnected from the IESO-Controlled Grid.

12.3 Reactive Power

The Generator Customer shall install reactive compensation devices in accordance with the System Impact Assessment requirements to compensate for reactive power consumption on wind turbine generators, step-up transformers and distributed feeders and to react to sudden momentary dips in voltage commonly seen in gusty wind conditions which could add stress to Hydro One's transmission system.

- The Generator Customer shall install capacitor bank(s) at or as close as possible to the Connection Point
- Capacitor bank(s) shall be sized to ensure that voltage declines/rises at the Connection Point on switching operations will be less than the 4% limit specified in Reference 1 of Appendix 4.4 of the Market Rules, and
- Capacitor bank(s) dispatches are to be based on a pre-set voltage at the Connection Point under all generating conditions.

12.4 Frequency Control

The IESO-Controlled Grid operates at 60 Hz and is normally maintained within ± 0.5 Hz.

- The Generation Facility must be capable of continuously supplying its rated active power output (given sufficient wind speed) at the wind turbine generating unit terminals within the system frequency range of 59.5 Hz to 60.5 Hz. The Generator Customer shall set the frequency control in accordance with the requirements of NPCC document A-3, Table 1
- The Generation Facility is required to trip if the system frequency is outside the range of 57 Hz to 62 Hz to ensure that the New or Modified Generating Facility does not remain connected to an unstable island system. The Generation Facility should be tripped within 1 second; and
- Power should be reduced at a minimum rate of 2% of the Generation Facility output per 0.1 Hz deviation of system frequency above 60.4 Hz. No additional wind turbines may be started while the frequency is above 60.4 Hz.

12.5 Power Quality

The Generator Customer shall comply with industry standards and guidelines for power quality including, but not limited to, the following:

- Flicker limits are as defined in IEC 61000-3-7, "Assessment of Emission limits for Fluctuating Loads in MV and HV Power Systems", 1996
- Harmonic limits are as defined in IEEE Standard 519-1992, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems"
- Voltage unbalance is not to exceed 3% calculated using the following formula:

$$\text{Unbalance (\%)} = \frac{100 \times (\text{deviation from average})}{\text{Average}}$$

12.6 Dynamic Performance Tests

Joint IESO, Hydro One and Generator Customer dynamic performance tests shall be performed once all of the Generator Customer Facilities including all wind turbine generators are fully in service. The objectives of the joint tests are to demonstrate that the performance of a representative portion of the wind farm system installed meets IESO and Hydro One requirement confirming that the wind turbine data, simulation models, operating and protection philosophies provided by the Generator Customer to Hydro One and the IESO for studies and analyses are a true and accurate copy of the original generator data.

The following dynamic performance tests shall be carried out by IESO and Hydro One with participation from the Generator Customer and/or its consultants:

- tests to verify that the Generation Facility is capable of operating within the 0.90 lag to 0.95 lead power factor ranges;
- tests to verify that the speed of response of the Generation Facility's control system is capable of achieving 90% of its steady-state response within 1 sec following a step change in voltage;
- tests to verify the Generation Facility is capable of remaining synchronized to Hydro One's transmission system following voltage step changes due to capacitor, reactor and/or static Var compensator switching; and
- tests to verify that the voltage and current total harmonic distortions (THD) from measured waveform data comply with industry standards and guidelines for power quality.

appears to be a mistake as this is not technically feasible and to be discussed in January

*JW
B. J.
MS*

The dynamic performance tests shall be carried out by the IESO and Hydro One with participation from the Generator Customer and/or its consultants at a time mutually agreed upon.

In the event that all or any one or more of the results of the above-referenced tests show that the performance of the wind turbines or systems do not meet one or more of IESO or Hydro One's requirements, the Generator Customer acknowledges and agrees that it may have to update and/or upgrade its Generation Facility and/or its Generator Customer's Facilities at its own expense should IESO or Hydro One require same within a time period acceptable to IESO and Hydro One.

12.7 Connection Agreement Requirements

The terms in this Part 12 of this Schedule "C" shall also be terms of the Connection Agreement.

Part 13: Representation and Warrantee

The Generator Customer represents and warrants to Hydro One that no synchronizing capability is required for the 500 kV main output transformer breaker at the Generation Facility as the Generation Facility wind turbines sense for voltage and self-synchronize.

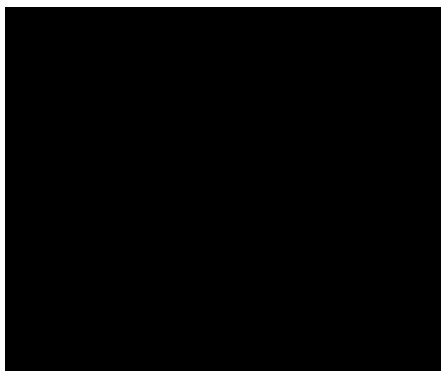
This representation and warrantee shall also be a term of the Connection Agreement.

Schedule "D": Estimated Capital Contribution, Payment Schedule and Miscellaneous**Description of Project:**

The project involves the Connection of the Generator Customer's Facilities to Hydro One's transmission system at the Connection Point, and includes any modifications to Network Facilities required for the said Connection.

Part 1: Estimated Capital Contribution

The Estimated Capital Contribution (excluding Taxes) is [REDACTED] (excluding applicable Taxes) and is summarized as follows:



(*) AFUDC = Allowance for Funds Used During Construction (if applicable) and is the term used in the OEB accounting procedures meaning interest during construction. Note this amount has been adjusted for the payments made by Generator Customer up to execution. Refer to notes at bottom of payment table in section 2.1 of Schedule D as applicable.

Notes:

1. Amount paid for the cost estimate of the Hydro One Work performed by Hydro One is not included in the Estimated Capital Contribution, but is included in the Cost Estimate Agreement dated April 30, 2012 made between the Generator Customer and Hydro One.
2. Overheads are included in the Estimated Capital Contribution.
3. The estimated amount for contingencies includes, but is not limited to amounts associated with any planned outage delays/cancellations and subsequent equipment commissioning as well as Generator Customer initiated scope changes. Any contingencies in excess of this amount will be recovered from the Generator Customer in accordance with the terms of the Agreement.
4. Capital interest is included in the Estimated Capital Contribution.
5. HST on materials is not included in the Estimated Capital Contribution,

6. Taxes are not included in the Estimated Capital Contribution.
7. The Estimated Capital Contribution does not include any amounts associated with the cost of land, easements, and other land rights to be obtained by Hydro One from third parties or from the Generator Customer for any part of the Work Chargeable to Generator Customer. The actual cost of obtaining the land and those easements and other land rights will be reflected in the actual Capital Contribution required for the Work Chargeable to Generator Customer and any Additional or Modified Work Chargeable to Generator Customer (plus applicable Taxes).
8. The Estimated Capital Contribution does not include the estimated cost of any equipment to be procured by the Generator Customer on Hydro One's behalf under the terms of this Agreement.
9. The Estimated Capital Contribution includes the estimated cost of the items set out in paragraphs 12.1(a) and 12.1(b) of the T&C, and it does not include the estimate of the Engineering and Construction Cost of any tests that may be performed under Section 4 of the T&C.

Part 2: Terms and Conditions**2.1 Manner of Payment of the Estimated Capital Contribution**

The Generator Customer shall pay the Estimated Capital Contribution by making the following payments (plus applicable Taxes) to Hydro One on or before the payment dates indicated below:

No.	Payment Date	Amount (\$)	Amount Paid (%)
1	[REDACTED]	[REDACTED] plus HST in the amount of [REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED] HST in the amount of [REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED] plus HST in the amount of [REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED] plus HST in the amount of [REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED] plus HST in the amount of [REDACTED]	[REDACTED]

Note: Hydro One acknowledges receipt of Payment No. 1 and Payment No. 2 under the terms of the Pre-CCRA Letter

Agreement together with the applicable HST. The [REDACTED] payment #5 that coincides with the planned construction date by Generator Customer on its Parkhill CTS facilities has been adjusted to reflect the payments made by the Generator Customer up to and including execution.

The Parties agree that the payment schedule above may be amended, from time to time and if mutually agreeable, to reflect the actual cash flow expended by Hydro One to reduce, as much as possible, the application of AFUDC by Hydro One.

2.2 Scope Change

See Section 2.1 of the Standard Terms and Conditions.

Part 3: Miscellaneous

3.1 Connection Point

The [Generator Customer's Facilities / Generation Facility] will be connected to Hydro One's 500 kV B562L circuit between Bruce A TS and Longwood TS through the proposed Evergreen SS located approximately 36.5 km from Longwood TS.

3.2 Generation Facility

The Generation Facility includes:

- Party 1's planned 60 MW wind energy generation facility located in Middlesex County, Ontario and consisting of 37 GE 1.6 MW Series Wind Turbines Generators (WTGs). Each WTG shall connect to a 34.5 kV collector feeder through 1800 KVA, 690 V/34.5 pad-mounted transformers. Party's 1 collector station will have a total of 3 – 34.5 kV collector feeders. The collector station will step the voltage up from 34.5 kV to 121 kV and will be connected to the 121 kV Bornish Customer Switching Station through an 11.5 km, 121 kV transmission line owned by Party 1;
- Party 2's planned 150 MW wind energy generation facility located in Lambton County, Ontario and consisting of 92 GE 1.6 MW Series WTGs. Each WTG shall connect to a 34.5 kV collector feeder through 1800 KVA, 690 V/34.5 pad-mounted transformers. Party's 2 collector station will have a total of 7 – 34.5 kV collector feeders. The collector station will step the voltage up from 34.5 kV to 121 kV and will be connected to the 121 kV Bornish Customer Switching Station through a 14.5 km, 121 kV transmission line owned by Party 2;
- Party 3's planned 73.5 MW planned wind energy generation facility located in Middlesex County, Ontario and consisting of 45 GE 1.6 MW Series

WTGs. Each WTG shall connect to a 34.5 kV collector feeder through 1800 KVA, 690 V/34.5 pad-mounted transformers. Party's 3 collector station will have a total of 4 – 34.5 kV collector feeders. The collector station will step the voltage up from 34.5 kV to 121 kV and will be connected to the 121 kV Bornish Customer Switching Station through buswork owned by Party 3;

- The 121 kV Bornish Customer Switching Station owned by the Generator Customer will be connected to the 500 kV/121 kV Parkhill Customer Transformer Station owned by the Generator Customer through an approximately 11.5 km long transmission line owned by the Generator Customer,
- The Generator Customer represents and warrants to Hydro One that:
 - the number of generating units in service at the Generation Facility will have a total generating capacity of up to 283.5 MW;
 - each generating unit will be able to provide reactive power in the range of 0.9 lagging to 0.95 leading power factor at its generator terminals for a constant set voltage at the Generation Facility;
 - the Generation Facility generators will trip only as required for contingencies within the generator zone of protection and will not trip for faults outside of the generator zone of protection;
 - where applicable, the special protection system facilities installed at the Generating Facility comply with the Northeast Power Coordinating Council (NPCC) Special Protection System Criteria (Document A-11) for Type 1 special protection systems.

The Generator Customer has notified Hydro One that it's Parkhill TS will be sized to accommodate up to 100 MW of output from Suncor Energy Products Inc., being a third party generator that is developing the Cedar Point Project, that is proposed to be connected to the Generator Customer's Facilities in the future. Hydro One acknowledges that the Evergreen SS will also be sized to accommodate the output from the third party generator's Cedar Point Project. The Generator Customer acknowledges and agrees that any increase in incremental cost of the Hydro One Work for accommodating the future connection of the Cedar Point Project to the Generator Customer's Facilities will be borne by the Generator Customer and included in the Generator Customer's Capital Contribution.

3.3 Generator Customer's Facilities

The Generator's Customer's Facilities commence at the 500 kV rigid bus extension that meets Hydro One's under-hung bus work within the proposed Evergreen SS that will be

located at the Connection Point and terminates at the Generation Facility.

The Generator's Customer's Facilities fibre cables will be buried within a conduit that will run from the Parkhill CTA PC&T building to buried pull boxes to located just outside the Evergreen SS property line. The demarcation pull box sites to be confirmed/settled during execution phase.

3.4 Hydro One's Assets:¹

All equipment and facilities installed by Hydro One as part of the Hydro One Work in, under, on, over, along, upon, through and crossing Hydro One's Property(ies).

3.5 Documentation Required:²

Documentation describing the as-built electrical characteristics of the Generator Customer's Facilities and the Generation Facility shall include, but is not limited to, a detailed single line drawing showing electrical parameters and characteristics of the Generator Customer's Facilities and the Generation Facility and step up transformer(s), AC and DC protection elementary diagrams, and relay types and setting sheets.

3.6 Miscellaneous:

Approval Date (III(ii) of Agreement): N/A

Exceptional Circumstances - Network Construction or Modifications:³ None

Capital Contribution Includes Cost of Capacity Not Required by Generator Customer:⁴ No

Event of Default:⁵

3.7 Security Requirements⁶

Security Requirements: Not required

Security Date: Not applicable

3.8 Easements and Other Land Rights⁷

All acquisitions of land by the Generator Customer shall be substantially in the forms attached hereto.

Easement(s) in Gross Required: TBD

Easement in Gross Lands: [REDACTED]

**MUNICIPALITY OF NORTH
MIDDLESEX/EAST WILLIAMS**

**Easement in Gross Term: In perpetuity Easement in
Gross Date: On or before**
[REDACTED]

Access Easement(s) Required: Yes

Access Easement Lands: [REDACTED]

**MUNICIPALITY OF NORTH
MIDDLESEX/EAST WILLIAMS**

**Access Easement Term: In perpetuity and subject to
Municipal Consent**

Access Easement Date: [REDACTED]

**Easement Required for an Access Road for a Term
Beyond 21 Years: Yes, must have applicable affidavit
under Section 42 of the Electricity Act**

Early Access Agreement(s) Required: Yes

Early Access Lands: [REDACTED]

**MUNICIPALITY OF NORTH
MIDDLESEX/EAST WILLIAMS(see attached sketch)**

Early Access Execution Date: on or before
[REDACTED]

Title to Lands Required: Yes

**Lands to be Acquired for Hydro One: Evergreen SS
lands - Insert land Description**

Closing Date: on or before [REDACTED]

**Work Chargeable to Customer on Crown (MNR) Lands:
Date Work Permit/Letter of Consent Required:**

**Pipeline and/or Railway Company Approvals Required:
TBD**

**Affected Pipeline/Railway Companies: List Companies
Railway/Pipeline Approval Date: TBD**

**Consultations with Third Party Encumbrancers
Required: TBD**

Unopened Road Allowance: N/A

Unopened Road Allowance Lands: N/A

Municipal Confirmation Date: N/A

¹ Cross-reference Section 8 of T&C

² Cross-reference Sub-section 11(d) of T&C

³ Cross-reference Section 12.3 of T&C

⁴ Cross-reference Section 12.4 of T&C

⁵ Cross-reference Section 18 of T&C

⁶ Cross-reference Section 16 of T&C

⁷ Cross-reference Section 17 of T&C

Schedule "E": Statement of Engineering and Construction Costs

Project Investment No.				
Ready for service date				
Project Title				
Project Description				
Material	\$ (see Note 1)			
Construction	\$			
Engineering	\$			
Overhead/ Interest	\$			
Total Cost K\$	\$			

Note 1:

This Statement of Engineering and Construction Costs will be provided to the Generator Customer with the final invoice or credit memorandum delivered in accordance with Section 12.1 of the Standard Terms and Conditions.

Schedule "F" – Form of Grant of Easement in Gross

GRANT OF EASEMENT IN GROSS

A. [NOTE – INSERT FULL LEGAL NAME OF TRANSFEROR] (the "**Transferor**") is the owner in fee simple and in possession of • (the "**Lands**").

B. Hydro One Networks Inc. (the "**Transferee**") has erected, or is about to erect, certain Works (as more particularly described in paragraph 1(a) in, through, under, over, across, and along and upon the Lands.

IN CONSIDERATION of the payment of • DOLLARS (\$•.) paid by the Transferee to the Transferor, mutual covenants hereinafter set forth and other good and valuable consideration, the Transferor and Transferee hereto agree as follows:

1 The Transferor hereby grants and conveys to the Transferee, its successors and assigns the rights and easement, free from all encumbrances and restrictions, the following unobstructed and exclusive rights, easements, rights-of-way, covenants, agreements and privileges for a term of twenty-one (21) years less one (1) day from and including the date of registration of this Grant of Easement (the "**Term**") (the "**Rights**") in, through, under, over across, along and upon that portion of the Lands of the Transferor being Part of Lot •, Concession •, shown as Parts • & •, on Reference Plan •R-•••• (the "**Strip**") for the following purposes:

- (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain at all times in, through, under, over, across, along and upon the Strip and electrical transmission system and telecommunications system consisting in both instances of pole structures, steel towers, anchors, guys and braces and all such aboveground or underground lines, wires, cables, telecommunications cables, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by either such system (all or any of which are herein individually or collectively called the ("**Works**") as in the opinion of the Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time, or a related business venture.
- (b) To enter on and selectively cut or prune, and to clear and keep clear, and remove all trees (subject to compensation to Owners for merchantable wood values), branches, bush and shrubs and other obstructions and materials, over or upon the Strip, and without limitation, to cut and remove all leaning or decayed trees located on the Lands whose proximity to the Works renders them liable to fall and come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.
- (c) To conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Strip as the Transferee in its discretion considers requisite.
- (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Strip as the Transferee may from time to time consider necessary.

- (e) Except for fences and permitted paragraph 2(a) installations, to clear the Strip and keep it clear of all buildings, structures, erections, installations, or other obstructions of any nature (hereinafter collectively called the “**obstruction**” whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Transferee, endanger its Works or any person or property or which may be likely to become a hazard to any Works of the Transferee or to any person or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.
- (f) To enter on and exit by the Transferor’s access routes and to pass and repass at all times in, over, along, upon and across the Strip and so much of the Lands as is reasonably required, for Transferee, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of this easement subject to compensation afterwards for any crop or other physical damage only to the Lands or permitted structures sustained by the Transferor caused by the exercise of this right of entry and passageway.
- (g) To remove, relocate and reconstruct the line on or under the Strip.

2 The Transferor agrees that:

- (a) It will not interfere with any Works established on or in the Strip and shall not, without the Transferee’s consent in writing erect or cause to be erected or permit in, under or upon the strip any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein. The Transferor agrees it shall not, without the Transferee’s consent in writing, change or permit the existing configuration, grade or elevation of the Strip to be changed and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee, provided however, that the Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of the Transferee, there is no danger or likelihood of danger to the Works of the Transferee or to any persons or property and the safe or serviceable operation of this easement by the Transferee is not interfered with, the Transferor may at its expense and with the prior written approval of the Transferee, construct and maintain roads, lanes walks, drains, sewers water pipes, oil and gas pipelines, fences (not to exceed 2 metres in height) and service cables on or under the Strip (the “**Installation**”) or any portion thereof; provided that prior to commencing such Installation, the transferor shall give to the Transferee thirty (30) days notice in writing thereof to enable the Transferee to have a representative present to inspect the proposed Installation during the performance of such work, and provided further that Transferor comply with all instructions given by such representative and that all such work shall be done to the reasonable satisfaction of such representative. In the event of any unauthorised interference aforesaid or contravention of this paragraph, or if any authorised interference, obstruction or Installation is not maintained in accordance with the Transferee’s instructions or in the Transferee’s reasonable opinion, may subsequently interfere with the Rights granted herein, the Transferee may at the Transferor’s expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, Installation or contravention complained of from the Strip, without being liable for any damages cause thereby.
- (b) Notwithstanding any rule of law or equity, the Works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such Works are or may become annexed or affixed to the Strip and shall at anytime and from time to time be removable in whole or in part by Transferee.

- (c) No other easement or permission will be transferred or granted and no encumbrances will be created over or in respect to the Strip, prior to the registration of a Transfer of this grant of Rights.
- (d) The Transferor will execute such further assurances of the Rights in respect of this grant of easement as may be requisite.
- (e) The Rights hereby granted:
 - (i) shall be of the same force and effect to all intents and purposes as a covenant running with the Strip; and
 - (ii) is declared hereby to be appurtenant to and for the benefit of the Works and undertaking of the Transferee described in paragraph 1(a).
- 3. The Transferee covenants and agrees to obtain at its sole cost and expense all necessary postponements and subordinations (in registrable form) from all current and future prior encumbrancers, postponing their respective rights, title and interest to the transfer of Easement herein so as to place such Rights and easement in first priority on title to the Lands.
- 4. Unless the Transferee advises the Transferor upon 60 days' prior written notice, the Term shall be automatically renewed for an additional term of twenty-one (21) years less one (1) day upon the same terms and conditions save for the right of renewal.
- 5. There are no representations, covenants agreements, warranties and conditions in any way relating to the subject matter of this grant of Rights whether expressed or implied, collateral or otherwise except those set forth herein.
- 6. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- 7. The burden and benefit of this transfer of Rights shall run with the Strip and the Works and undertaking of the Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 8. The Transferee declares, pursuant to Section 50(3)(d) of the *Planning Act*, R.S.O. 1990 c. P.13 that the Rights are being acquired, for the purpose of an electricity distribution line or an electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15, Sched. B.

[NOTE -- IF TRANSFEROR ARE INDIVIDUALS ADD THE FOLLOWING CLAUSE AS #9

- 9. The Transferor represents that, except to the extent such consent has been obtained, spousal consent to this transaction is not necessary and upon registration of this Grant of Easement will not be necessary under the provisions of the *Family Law Act*, R.S.O. 1990 c.F.3

IN WITNESS WHEREOF the parties hereto have executed this Grant of Easement.

Signed by the Transferee this

day of , 2012.

HYDRO ONE NETWORKS INC.

Per: _____
Name: _____
Position: _____

I have authority to bind the Corporation.

Signed by the Transferor this _____ day of _____, 2012.

**[NOTE – INSERT FULL LEGAL NAME OF
TRANSFEROR]**

Per: _____
Name: _____
Position: _____

Per: _____
Name: _____
Position: _____

We/I have authority to bind the Corporation

[OR IF TRANSFEROR IS INDIVIDUAL]

SIGNED, SEALED AND DELIVERED

In the presence of _____)

)

)

)

_____))
Signature of Witness)

_____) (seal)
Transferor's Signature

)

)

_____))
Signature of Witness)

_____) (seal)
Transferor's Signature

)

SIGNED, SEALED AND DELIVERED

In the presence of _____)

)

)

)

Consent Signature & Release of
Transferor's Spouse, if non-owner.

_____) _____ (seal)
Signature of Witness

CHARGEES

THE CHARGEES of land described in a Charge/Mortgage of Land dated _____

Between _____ and _____

and registered as Instrument Number _____ on _____ does

hereby consent to this Easement and releases and discharges the rights and easement herein from the said

Charge/Mortgage of Land.

Name:	Signature(s)	Date of Signatures
		Y M D

Per: _____

Per: _____

I/We have authority to bind the Corporation

GRANT OF EASEMENT

A. [NOTE – INSERT FULL LEGAL NAME OF TRANSFEROR] (the "Transferor") is the owner in fee simple and in possession of • (the "Lands").

IN CONSIDERATION of the payment of • DOLLARS (\$•.) paid by Hydro One Networks Inc. (the "Transferee") to the Transferor, mutual covenants hereinafter set forth and other good and valuable consideration, the Transferor and Transferee hereto agree as follows:

1. The Transferor hereby grants and conveys unto Hydro One Networks Inc. (the "Transferee"), and its agents, servants and workmen, for a term of twenty-one (21) years less one (1) day from and including the date of registration of this Grant of Easement (the "Term") a, free and uninterrupted right-of-way, in common with the Transferor and all others entitled thereto, for persons, animals, plant, machinery, material, supplies, vehicles and equipment, in, over, along and upon that portion of the lands of the Transferor being Part of Lot X, Concession X, shown as Parts X & X on Plan XR-XXXX, in the Geographic Township of X, now in the City of X, subject to the following terms and conditions which the Transferee covenants and agrees to observe and be bound by:

2. Notwithstanding the rights herein granted, the Transferor may use the lands over which the said right-of-way is hereby granted for any and all purposes of its undertaking, and if at any time or times the presence or use of the right-of-way interferes with the Transferor's use or intended use of the lands, the Transferor may give the Transferees notice to cease using the right-of-way provided that the Transferor will grant an alternative right-of-way on its adjacent lands subject to the same terms and conditions as are herein contained.

3. The rights granted herein shall be subject to all leases, licenses, or any rights of use or occupation existing at the date of this indenture, and the Transferor may from time to time renew or extend them or make new ones, so long as they do not interfere unreasonably with the rights herein granted.

4. Unless the Transferee advises the Transferor upon 60 days' prior written notice, the Term shall be automatically renewed for an additional term of twenty-one (21) years less one (1) day upon the same terms and conditions save for the right of renewal.

5. The lands to be benefitted by this Transfer of Right-of-Way are as set out in Instrument No. XXXX (XXXX Transformer Station)

[NOTE – IF TRANSFEROR ARE INDIVIDUALS ADD THE FOLLOWING CLAUSE AS #6

6. The Transferor represents that, except to the extent such consent has been obtained, spousal consent to this transaction is not necessary and upon registration of this Grant of Easement will not be necessary under the provisions of the *Family Law Act*, R.S.O. 1990 c.F.3

7.

IN WITNESS WHEREOF the parties hereto have executed this Grant of Easement.

Signed by the Transferee this _____ day of _____, 2012.

HYDRO ONE NETWORKS INC.

Per: _____

Name:

Position:

I have authority to bind the Corporation.

Signed by the Transferor this _____ day of _____, 2012.

**[NOTE – INSERT FULL LEGAL NAME OF
TRANSFEROR]**

Per: _____

Name:

Position:

Per: _____

Name:

Position:

We/I have authority to bind the Corporation

[OR IF TRANSFEROR IS INDIVIDUAL]

SIGNED, SEALED AND DELIVERED

In the presence of)

)

)

)

Signature of Witness)

)

)

)

Signature of Witness)

)

)

Transferor's Signature

(seal)

Transferor's Signature

(seal)

Generator Customer Connection and Cost Recovery Agreement CPA V2012-1

SIGNED, SEALED AND DELIVERED)

In the presence of

Consent Signature & Release of

Transferor's Spouse, if non-owner.

)
)
)

)

Signature of Witness

_____(seal)

Schedule "H": Form of Early Access Agreement

**FORM 1 – USED FOR ACCESS TO STATION LANDS, ACCESS EASEMENT LANDS +
CONNECTION TAP EASEMENT LANDS**

THIS AGREEMENT made in duplicate day of 20XX
the

BETWEEN:

HYDRO ONE NETWORKS (hereinafter called "HONI")
INC. OF THE FIRST PART

and

(hereinafter collectively
called the "Owner")
OF THE SECOND PART

WHEREAS:

1. The Owner is the registered owner of lands legally described as **INSERT LEGAL DESCRIPTION** (the "Lands").
2. HONI will be constructing new electrical transmission facilities (the "Transmission Facilities") on a portion of the Lands more particularly described as Part • in Plan 18R-•••• attached as Schedule "A" and a new transmission station (the "Transmission Station") on a portion of the Lands more particularly described as Part • in Plan 18R-•••• attached as Schedule "B" (the "Station Lands") together with an access road (the "Access Road") to the Transmission Station on a portion of Lands more particularly shown as Parts •,• in Plan 18R-•••• attached as Schedule "C", all which is collectively referred to as the "Works".
3. The Owner has entered into an Agreement of Purchase and Sale with **INSERT NAME OF PROPONENT** with respect to the Station Lands.
4. **INSERT NAME OF PROPONENT** in turn will be transferring the Station Lands to HONI in fee simple once its purchase transaction with the Owner is complete.
5. The Owner is agreeable in allowing HONI to enter onto the Lands in order to commence construction of its Works subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the lump sum of **Five Dollars (\$5.00)** now paid by HONI to the Owner, and the respective covenants and agreements of the parties hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. HONI agrees that it will enter into, with the Owner (i) an easement agreement with respect to the Access Road and (ii) an easement with respect to the Transmission Facilities (collectively the "Easements") with respect to the portion of the Lands referenced in Schedule "A" and Schedule "C". Such Easements shall be substantially in the form of HONI's standard form easement documents.

2. The Owner hereby grants to HONI, as of the date this Agreement, (i) the right to commence construction of the Transmission Facilities, the Access Road, and Transmission Station on the Lands, as shown in Schedules "A" "B" & "C" attached hereto; and (ii) the right to enter upon and exit from, and to pass and repass at any and all times in, over, along, upon, across, through and under the Lands as may be reasonably necessary, at all reasonable times, for HONI and its respective officers, employees, workers, permittees, servants, agents, contractors and subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for the purpose of commencing construction of the Transmission Facilities, Access Road and Transmission Station,
3. HONI agrees that it shall take all reasonable care in its construction practices.
4. All agents, representatives, officers, directors, employees and contractors and property of HONI located at any time on the Lands shall be at the sole risk of HONI and the Owner shall not be liable for any loss or damage or injury (including loss of life) to them or it however occurring except and to the extent to which such loss, damage or injury is caused by the negligence or willful misconduct of the Owner.
5. HONI agrees that it shall indemnify and save harmless the Owner from and against all claims, demands, costs, damages, expenses and liabilities (collectively the "Costs") whatsoever arising out of HONI's presence on the Lands or of its activities on or in connection with the Lands arising out of the permission granted herein except to the extent any of such Costs arise out of the negligence or willful misconduct of the Owner.
6. This Agreement and the permission granted herein shall automatically terminate upon the closing of the transactions contemplated by the Easements.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereto submit themselves to the exclusive jurisdiction of the Courts of the Province of Ontario.
8. Any amendments, modification or supplement to this Agreement or any part thereof shall not be valid or binding unless set out in writing and executed by the parties with same degree of formality as the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their duly authorized signing officers in that regard.

WITNESS:

INSERT NAME(S) OR COMPANY

Signature: _____

Print Name of Witness

Per: _____

Name: _____

Title: _____

I have authority to bind the Corporation

WITNESS:

INSERT NAME(S) OR COMPANY

Signature: _____

Print Name of Witness

Per: _____

Name: _____

Title: _____

I have authority to bind the Corporation

HYDRO ONE NETWORKS INC.

Per: _____

Name: _____

Title: _____

I have authority to bind the Corporation

Schedule "A"

INSERT SKETCH OR PLAN

Schedule "B"

INSERT SKETCH OR PLAN

Schedule "C"

INSERT SKETCH OR PLAN

Schedule "H": Form of Early Access Agreement

FORM 2 – USED FOR ACCESS EASEMENT LANDS + CONNECTION TAP EASEMENT LANDS

THIS AGREEMENT made in duplicate the _____ day of _____ 20XX

BETWEEN:

HYDRO ONE NETWORKS INC (hereinafter called the "HONI")
OF THE FIRST PART

and

INSERT NAME (hereinafter called the
"Owner") OF THE SECOND
PART

WHEREAS:

1. The Owner is the registered owner of lands legally described as
(the "Lands").
2. HONI will be constructing new Electrical Transmission Facilities on a portion of the Lands shown highlighted in red on Schedule "A" & "B" attached hereto.
3. The Owner is agreeable in allowing HONI to enter onto the Lands to construct its facilities in accordance with the Drawing subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the lump sum of FIVE Dollars (\$5.00) now paid by each party to the other and the respective covenants and agreements of the parties hereinafter contained (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. HONI agrees that it will enter into, with the Owner, (i) an easement agreement, on HONI's standard form, with respect to the Works located on the portion of the Lands as shown hatched and highlighted in red on the attached Schedule "A" and Schedule "B" Drawings (the "Easement"); and (ii) an access easement for HONI to access the Works over a portion of the Lands shown cross-hatched and highlighted in green on the attached Schedule "A" and Schedule "B" Drawings ("Access Easement") within a reasonable period of time following execution by the parties of this Agreement.
2. The Owner hereby grants to HONI the right to enter upon the Lands for the purpose of commencing construction of the works, as of the date this Agreement is executed by both parties.
3. HONI agrees that it shall take all reasonable care in its construction practices.
4. All agents, representatives, officers, directors, employees and contractors and property of HONI located at any time on the Lands shall be at the sole risk of HONI and the Owner shall not be liable for any loss or damage or injury (including loss of life) to them or it however occurring except and to the extent to which such loss, damage or injury is caused by the negligence or willful misconduct of the Owner.
5. HONI agrees that it shall indemnify and save harmless the Owner from and against all claims, demands, costs, damages, expenses and liabilities (collectively the "Costs") whatsoever arising out of HONI's presence on the Lands or of its activities on or in connection with the Lands arising out of the permission granted herein except to the extent any of such Costs arise out of the negligence or willful misconduct of the Owner.
7. This Agreement and the permission granted herein shall automatically terminate upon the registration of the Easement.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereto submit themselves to the exclusive jurisdiction of the Courts of the Province of Ontario.

Generator Customer Connection and Cost Recovery Agreement CPA V2012-1

9. Any amendments, modification or supplement to this Agreement or any part thereof shall not be valid or binding unless set out in writing and executed by the parties with same degree of formality as the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their duly authorized signing officers in that regard.

Dated this Day of , 20XX

WITNESS:

Per:

Signature: _____

Name: _____

Name: _____

I have authority to bind the Company

WITNESS:

Per:

Signature: _____

Name: _____

Name: _____

I have authority to bind the Company

HYDRO ONE NETWORKS INC.

Per: _____

Name: _____

Title: _____

I have authority to bind the Company

Schedule "A"

INSERT SKETCH

Schedule "B"

INSERT SKETCH

Schedule "H": Form of Early Access Agreement

FORM 3 – USED FOR CONNECTION TAP EASEMENT LANDS

THIS AGREEMENT made in duplicate the _____ day of _____ 20XX

BETWEEN:

HYDRO ONE NETWORKS INC (hereinafter called the "HONI")
OF THE FIRST PART

and

INSERT NAME (hereinafter called the
"Owner") OF THE SECOND
PART

WHEREAS:

1. The Owner is the registered owner of lands legally described as
(the "Lands").
2. HONI will be constructing new Electrical Transmission Facilities on a portion of the Lands shown highlighted in red on Schedule "A" attached hereto.
3. The Owner is agreeable in allowing HONI to enter onto the Lands to construct its facilities in accordance with the Drawing subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the lump sum of FIVE Dollars (\$5.00) now paid by each party to the other and the respective covenants and agreements of the parties hereinafter contained (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. HONI agrees that it will enter into, with the Owner, (i) an easement agreement, on HONI's standard form, with respect to the Works located on the portion of the Lands as shown hatched and highlighted in red on the attached Schedule "A" (the "Easement") within a reasonable period of time following execution by the parties of this Agreement.
2. The Owner hereby grants to HONI the right to enter upon the Lands for the purpose of commencing construction of the works, as of the date this Agreement is executed by both parties.
3. HONI agrees that it shall take all reasonable care in its construction practices.
4. All agents, representatives, officers, directors, employees and contractors and property of HONI located at any time on the Lands shall be at the sole risk of HONI and the Owner shall not be liable for any loss or damage or injury (including loss of life) to them or it however occurring except and to the extent to which such loss, damage or injury is caused by the negligence or willful misconduct of the Owner.
5. HONI agrees that it shall indemnify and save harmless the Owner from and against all claims, demands, costs, damages, expenses and liabilities (collectively the "Costs") whatsoever arising out of HONI's presence on the Lands or of its activities on or in connection with the Lands arising out of the permission granted herein except to the extent any of such Costs arise out of the negligence or willful misconduct of the Owner.
6. This Agreement and the permission granted herein shall automatically terminate upon the registration of the Easement.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereto submit themselves to the exclusive jurisdiction of the Courts of the Province of Ontario.

Generator Customer Connection and Cost Recovery Agreement CPA V2012-1

8. Any amendments, modification or supplement to this Agreement or any part thereof shall not be valid or binding unless set out in writing and executed by the parties with same degree of formality as the execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their duly authorized signing officers in that regard.

Dated this Day of , 20XX

WITNESS:

Per: _____

Signature: _____

Name: _____

Name: _____

I have authority to bind the Company

WITNESS:

Per: _____

Signature: _____

Name: _____

Name: _____

I have authority to bind the Company

HYDRO ONE NETWORKS INC.

Per: _____

Name: _____

Title: _____

I have authority to bind the Company

Schedule "A"

INSERT SKETCH

Schedule "I": Form of Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made and entered into as of this ____ day of _____, 2012.

BETWEEN:

INSERT NAME OR COMPANY

(the "**Vendor**")
OF THE FIRST PART

AND:

HYDRO ONE NETWORKS INC.

(the "**Purchaser**")
OF THE SECOND PART

WITNESSETH THAT in consideration of the mutual covenants, agreements and payments herein provided, the parties hereto covenant and agree as follows:

1.0 OFFER

- 1.1 The Vendor, being the owner of the lands and premises legally described in Schedule "A" (the "Lands") hereby agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, on the terms and conditions set out in this Agreement, a portion of the Lands shown crosshatched and bolded in red on Schedule "A-1" attached hereto and being approximately ____ acres (the "Property"), upon and subject to the terms and conditions hereinafter set forth.
- 1.2 The Vendor acknowledges and understands that upon execution of this Agreement by the Vendor and the Purchaser there shall be a binding agreement of Purchase and Sale between the Purchaser and the Vendor.
- 1.3 Included in the Purchase Price is the purchase of all of the Vendor's interest in all fixtures, improvements, and appurtenances located on the Property except those listed below which are expressly excluded: NIL

2.0 PURCHASE PRICE

- 2.1 The purchase price to be paid by the Purchaser to the Vendor for the Property shall be the sum of INSERT AMOUNT (\$____.____) (the "**Purchase Price**") payable as follows;
 - (a) **INSERT AMOUNT (\$____.____)** to be submitted by the Purchaser upon the execution of this Agreement by all parties by uncertified cheque payable to the Purchaser's solicitor as a deposit to be held in trust by the Purchaser's solicitor in a non-interest bearing account pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on completion (the "**Deposit**").
 - (b) The balance of the Purchase Price by uncertified cheque at the time of closing in accordance with section 3.2 (b) of this Agreement.

- 2.2 The parties acknowledge that the Purchase Price is based on \$ _____ per acre for _____ acres of unimproved lands and the actual area of the Property shall be confirmed by a survey prepared by the Purchaser and Purchase Price shall be adjusted accordingly to the actual acreage.

3.0 CLOSING

- 3.1 The closing of this transaction shall take place at 2:00pm on the ____th day of _____, 20__ or such earlier time or later time and at such place as shall be agreed in writing by the parties hereto (the "Closing").
- 3.2 On Closing,
- (a) Vacant possession of the Property shall be given to the Purchaser.
 - (b) Purchaser shall pay the balance of the Purchase Price to the Vendor in accordance with section 2.1 of this Agreement;
 - (c) Rents, realty taxes, local improvement charges, water and unmetered utility charges and the cost of fuel as applicable shall be apportioned and allowed to the date of completion (the day itself to be apportioned to the Purchaser).
 - (d) In conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended ("the Act"), Hydro One Networks Inc. shall report and pay to the Receiver General, the Harmonized Sales Tax ("HST") applicable to the purchase and sale of the Property. For the purposes of this clause 3.2(d), Hydro One Networks Inc. warrants that it is a HST registrant in good standing under the Act, that its HST registration number is 870865821RT0001, and that it is acquiring the Property for use primarily in the course of its commercial activities.

4.0 REPRESENTATIONS AND WARRANTIES OF VENDOR

- 4.1 The Purchaser shall until 4:00 pm on the ____th day of _____, 20__ (the "Inspection Period") to satisfy itself with respect to all matters respecting the Property and the Purchaser's proposed use of the Property, including but not limited to its present state of repair and condition and any structures thereon, all encumbrances and all regulations and by-laws governing the Property, and the Vendor grants to the Purchaser the right to enter upon the Property and to conduct such inspections, surveys and tests, including but not limited to soil, ground-water, environmental or other inspections, tests, measurements or surveys, as the Purchaser, acting reasonably, deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such inspections, surveys and tests and restores the Property to its prior condition so far as reasonably possible following such inspections and tests. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against all claims, demands, costs, damages, expenses and liabilities whatsoever arising out of its presence on the Property or of its activities on or in connection with the Property during the Inspection Period.
- 4.2 If for any reason, the Purchaser, acting reasonably, is not satisfied with respect to such matters arising from its activities in Section 4.1, it may deliver a notice (the "Notice of Termination") to the Vendor prior to the expiry of the Inspection Period indicating that it is not satisfied with respect to such matters and desires to terminate this Agreement and release the Vendor from any further obligations. Upon delivery by the Purchaser of a Notice of Termination to the Vendor, and this Agreement shall be at an end and the Vendor shall return the Deposit to the Purchaser without deduction and neither Party shall have any further obligation to the other respecting the Agreement.

5.0 TITLE SEARCH PERIOD

- 5.1 The Purchaser shall be allowed until 4:00pm on the ___th day of _____, 20__ to investigate title to the Property at its own expense (the "Title Search Period"), to satisfy itself that there are no outstanding encumbrances, or liens save and except those listed in Schedule "B" attached hereto and until the earlier of: (i) thirty (30) days from the later of the last date of the title search period or the date or which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five (5) days prior to completion, to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property. Vendor hereby consents to the Municipality or other governmental agencies releasing to the Purchaser details of all outstanding work orders affecting the Property and the Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
- 5.2 Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except those listed in Schedule "B" attached hereto, if within the Title Search Period, any valid objection to title is made by the Purchaser in writing to the Vendor thereof, and which the Vendor shall be unwilling or unable to remove and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the Deposit shall be returned to the Purchaser, without deduction, and the Vendor shall not be liable for any costs or damages and the Vendor and the Purchaser shall be released from all obligations hereunder, and the Vendor shall also be released from all obligations under this Agreement, save and except those covenants of the Purchaser expressly stated to survive Closing or other termination of this Agreement. Save as to any valid objection to title made in accordance with this Agreement and within the Title Search Period, and except for any objection going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
- 5.3 The Vendor and Purchaser agree that there is no condition, express, or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.
- 5.4 The Purchaser shall, at its expense, arrange for the preparation of the reference plan for the Property. In the event that the reference plan has not been registered against title to the Property by Closing, then the date for Closing shall be extended.

6.0 REPRESENTATIONS AND WARRANTIES OF PURCHASER

- 6.1 Purchaser shall, at its own cost, forthwith make such investigation as the Purchaser deems appropriate of the Property and Vendor's title as provided for in this Agreement and shall notify the Vendor of any objection to title, together with a complete copy of any documents and other material information related thereto prior to the expiry of the Inspection Period and Title Search Period.

7.0 INSURANCE

- 7.1 Until the completion of the sale, all buildings on the property shall be and remain at the risk of the Vendor and the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear. In the event of substantial damage, the Purchaser may either (a) terminate this Agreement on written notice to the Vendor, at the earlier of five (5) business days of receiving notification of such damage, or prior to Closing, and the Deposit and accrued interest shall be returned to the Purchaser without deduction; or (b) take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on Closing.

8.0 RESTRICTIONS AND LIMITATIONS

- 8.1 This Agreement shall be effective to create an interest in the Property only if the applicable subdivision control provisions of the *Planning Act*, R.S.O. 1990, as amended, are complied with by the Vendor prior to Closing. The Vendor shall forthwith make any application to the local Committee of Adjustment or Land Division Committee for any consent that may be required pursuant to the *Planning Act*. In the event that any such application for consent is denied, or any condition imposed by such body is unacceptable to the Vendor, this Agreement shall be terminated and the Deposit and accrued interest returned to the Purchaser without deduction.

9.0 **ADDITIONAL PROVISIONS**

- 9.1 The Transfer/Deed of Land (the "**Transfer**"), save for Land Transfer Tax Affidavits, shall be prepared in registrable form by the Vendor, and the Purchaser covenants at its cost to register the Transfer on Closing. If requested by Purchaser, Vendor covenants that the Transfer Deed to be delivered on completion shall contain the statements contemplated by s. 50(22) of the *Planning Act*, R.S.O. 1990. If requested by Purchaser, the Vendor covenants that the Transfer Deed to be delivered on completion shall contain the statements contemplated by s. 50(22) of the *Planning Act*, R.S.O. 1990.
- 9.2 Except as otherwise provided herein, each Party shall be responsible to pay its own taxes, legal costs, and the cost of preparation and registration of its own documents
- 9.3 Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors who are specifically authorized in that regard.
- 9.4 Any tender of documents or money hereunder may be made upon the Parties or their respective solicitors on the Closing day. Money may be tendered by bank draft or uncertified cheque.
- 9.5 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, or by pre-paid registered post or by facsimile, by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below:

To: Vendor INSERT NAME OR COMPANY
 ADDRESS

Phone:

To: Purchaser

Hydro One Networks Inc.
Real Estate Services
1800 Main Street East
Milton, ON
L9T 7S3

Courier Address: 1800 Main Street East
Milton, Ontario
L9T 2X8

Facsimile No: 905-878-8356
Phone: 416-420-4830
Attention: Rob Thomson

Such notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and, where given by registered post, on the third business day following the posting thereof, and if sent by facsimile, the date of delivery shall be deemed to be the date of transmission if transmission occurs prior to

4:00 p.m. (Toronto time) on a business day and on the business day next following the date of transmission in any other case. It is understood that in the event of a threatened or actual postal disruption in the postal service in the postal area through which such notice must be sent, notice must be given personally as aforesaid or by facsimile, in which case notice shall be deemed to have been given as set out above.

- 9.6 The Parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement and all Schedules hereto constitute the entire agreement between the parties and may not be modified except as expressly agreed between the Vendor and Purchaser in writing.
- 9.7 Should any provision or provisions of this agreement be declared illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
- 9.8 No act or omission or delay in exercising any right or enforcing any term, covenant or agreement to be performed under this Agreement shall impair such right or be construed as to be a waiver of any default or acquiescence in such failure to perform, unless such waiver shall be given or acknowledged in writing.
- 9.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 9.10 This Agreement shall constitute the entire Agreement between the Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.
- 9.11 This Agreement and everything herein contained shall operate to the benefit of, and be binding upon, the respective heirs, successors, permitted assigns and other legal representatives, as the case may be, of each of the Parties hereto.
- 9.12 The Vendor warrants that spousal consent is not necessary to this transaction under the provision of the *Family Law Act*, R.S.O. 1990 unless the Vendor's spouse has executed the consent hereinafter provided.
- 9.13 The Vendor represents that he is not a non-resident for the purposes of section 116 of the *Income Tax Act*, Canada.
- 9.14 Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement and where the transaction contemplated herein will be completed by electronic registration pursuant to Part 111 of the *Land Registration Reform Act*, R.S.O. 1990, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion; (a) not occur contemporaneously with the registration of the Transfer/Deed of Land (and other registrable) documentation), and (b) be subject to conditions whereby the solicitor receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the solicitors.
- 9.15 The Purchaser agrees that it shall pay the Vendor's reasonable legal costs with respect to the Closing contemplated in this Agreement of Purchase and Sale, up to a maximum of \$1,500.00 including disbursements and HST.

Generator Customer Connection and Cost Recovery Agreement CPA V2012-1

9.16 This Agreement and any right or interest transferred hereby may be registered on title to the Property.

9.17 The provisions of the attached Schedules "A", "A-1" and "B" shall form part of this Agreement as if set out herein.

9.18 The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Vendor acknowledges that this Agreement and any information or documents that are provided to the Purchaser may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals to this Agreement of Purchase and Sale.

SIGNED, SEALED AND DELIVERED
In the presence of

Print Name of Witness

) INSERT COMPANY NAME (if applicable)
)
)
)
)

NAME (print): (seal)
TITLE (if applicable):

If company, insert "I have authority to bind the Corporation"

SIGNED, SEALED AND DELIVERED
In the presence of

Print Name of Witness

) Consent Signature & Release of
) Vendor's Spouse, if non-owner.
)
)
)

Name: (seal)

HYDRO ONE NETWORKS INC.

Per: _____
Name: Rob Thomson
Title: Acquisition and Special Projects Supervisor
I have authority to bind the Corporation

SCHEDULE "A" (LEGAL DESCRIPTION OF LANDS)
INSERT LEGAL DESCRIPTION

SCHEDULE "A-1" (SKETCH OF PROPERTY)
INSERT SKETCH OR PLAN

SCHEDULE "B" (List of Permitted Encumbrances)
NIL