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April 14, 2021

Delivered by Email & RESS

Ms. Christine Long, Registrar
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, ON
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Dear Ms. Long:

**Re: EB-2020-0249/EB-2018-0219 – PUC Distribution Inc. (“PUC Distribution”)
SSG ICM Application
Updated Evidence Clarification**

On April 1, 2021, PUC Distribution filed updated evidence in this ICM proceeding consisting of updated documents from Natural Resources Canada (“NRCan”) relating to the Contribution Agreement between NRCan and PUC Distribution.

There are four documents relating to the Contribution Agreement on record in this proceeding:

1. The original Contribution Agreement (the “Agreement”);¹
2. The first amendment to the Contribution Agreement (the “1st Amendment”);²
3. The second amendment to the Contribution Agreement (the “2nd Amendment”);³ and
4. Letter from NRCan re: Extension of date for approval from the OEB dated March 31, 2021 (the “NRCan Letter”).⁴

The importance of the Contribution Agreement in this proceeding is outlined in paragraph 6 of PUC Distribution’s argument-in-chief.

By way of letter dated April 7, 2021, the Ontario Energy Board (“OEB”) directed PUC Distribution to file a summary and comparison table indicating the changes to each section of the Contribution Agreement and include explanations of how the amendments impact the current proceeding.

PUC Distribution has prepared this table and it is attached at Appendix A to this letter.

¹ EB-2018-0219 – PUC Interrogatory Response – Appendix 1 – Copy of Contribution Agreement, dated May 31, 2019.

² EB-2018-0219 / EB-2020-0249 – PUC Amended ICM Application – Appendix AA4-2 – Contribution Agreement (amended) dated October 28, 2020.

³ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Amendments No. 2 to Contribution Agreement, dated April 1, 2021.

⁴ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Letter from NRCan re Extension of date for approval from OEB, March 31, 2021, dated April 1, 2021.

The main changes made to the Contribution Agreement fall into the following four categories and the relevant changes and impacts have been summarized below (more detail can be found in Appendix A):

1. Extension of dates relating to eligible expenditures, project costs and claims to March 31, 2023

In the Amended Application filed October 28, 2020, at page 10 PUC Distribution explained:

“Subsequently, on September 17, 2020, NRCan informed the Smart Grid Deployment Program recipients (including PUC Distribution) that, inter alia, the eligible expense end date has been extended 1 year and is now March 31, 2023. A copy of this correspondence is filed with this Amended Application at Appendix AA4-4. PUC Distribution is working with NRCan on a further amending agreement to update the details of the contribution agreement as a result of this extension. A copy of this amending agreement will be filed with the OEB once it is available.”

In this context, after various revisions to the definitions of “Eligible Expenditure Period” and “Total Project Costs” as well as revisions to the wording of the key project completion covenant found in Section 4.2 – the ultimate effect of these amendments is to extend eligible NRCan funding out to March 31, 2023.

In addition, the date to submit a final claim for payment under Section 6.3 was extended out to June 30, 2023. And corresponding extensions were made to the dates to complete specific Project Tasks in Schedule A to reflect the updated schedule.

The new materials filed April 1, 2021 confirms the evidence that was given in the Amended Application.

2. Extension to deadline to receive OEB approval to May 31, 2021

During the Technical Conference held on February 17, 2021, Ms. Vlahos on behalf of OEB Staff questioned the PUC Distribution witness about the deadline in Section 3.3 of the Contribution Agreement requiring OEB approval by date certain.⁵ At the time Ms. Vlahos asked the question the deadline was March 31, 2021.⁶ In response Mr. Bell stated on behalf of PUC Distribution that:

“Yes, we have kept NRCan informed of the status of the application and the dates. This aspect specifically was brought to discussion between PUC and NRCan staff and they indicated they don't see this as an issue. They are prepared to adjust the date -- basically, they asked what we wanted, so we weren't sure when we should pick April or May. But they don't see this date as impacting the contribution agreement.”

Since this deadline is likely a material concern to the Commissioners considering this case, subsequent to this exchange PUC Distribution reached out to NRCan to request a formal adjustment to the deadline.

The NRCan Letter received March 31, 2021 was filed by PUC Distribution on April 1, 2021 and had the effect of extending the deadline to receive OEB approval to May 31, 2021.

3. Amendments to reflect the change in project finance structure from a Public-Private Partnership (P3) model to a traditional EPC approach.

A key feature of the Amended Application involved the decision to move away from the previous P3 project finance model and to adopt a more traditional utility owned project.

⁵ Transcript dated February 17, 2021 at page 9, lines 18-28.

⁶ There appears to be a typo on the date in the transcript, but the correct date is noted in response to Staff-18.

In this context various changes were made to the Project Description and Project Tasks in Schedule A to remove reference to the previous P3 financing model and to better reflect the new approach reflected in the Amended Application.

This included an update to a new maximum contribution amount in Section 6.3 and Schedule B of \$10,626,500 to reflect the lower total project cost estimate arising from the change in project finance structure. It was also revised to reflect the fact that the anticipated source of provincial funding (originally \$500k) ultimately did not materialize.

4. Other ancillary changes

There are also numerous other ancillary changes that were made to the drafting in the Contribution Agreement (such as updates to definitions, wording clarifications, updates relating to internal NRCan processes, etc.) that ultimately had no material impact on PUC Distribution or the proposed SSG Project.

In conclusion, and taken as a whole, the changes to the Contribution Agreement evidence NRCan's continued, patient and persistent support for the SSG Project. PUC Distribution is incredibly grateful to NRCan for the support it has shown and continues to show for the SSG Project.

Yours very truly,

BORDEN LADNER GERVAIS LLP

Per:



John Vellone

/Encl.

cc: Intervenor of record in EB-2020-0249/2018-0219

APPENDIX A

SUMMARY OF CHANGES TO THE NATURAL RESOURCES CANADA (“NRCAN”) CONTRIBUTION AGREEMENT

BETWEEN PUC DISTRIBUTION INC. (“PUC DISTRIBUTION” OR THE “PROPONENT”) AND NRCAN

NOTE: To assist the Ontario Energy Board in better understanding the changes between the Original Contribution Agreement the subsequent amendments, ERHDC has attempted to manually indicate the changes in the table below to the best of their ability.

	Original Contribution Agreement, December 19, 2018 (the “Agreement”)¹	First Amendment to Contribution Agreement, December 18, 2019 (1st Amendment)²	Second Amendment to Contribution Agreement, February 21, 2021 (2nd Amendment)³	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021⁴	Impacts on the Amended Application
<u>HIGHLIGHTS OF SIGNIFICANT CHANGES</u>					
1.	"Eligible Expenditure Period" means the period of September 5, 2018 to March 31, 2021	Definition of “Eligible Expenditure Period” of the Agreement is revoked and replaced by: “Eligible Expenditure Period” means the period of September 5, 2018 to March 31, 2021 <u>2022</u> .	Definition of “Eligible Expenditure Period” of the Agreement is revoked and replaced by: “Eligible Expenditure Period” means the period of September 5, 2018 to March 31, 2022 <u>2023</u> .		A sequence of amendments extending the Eligible Expenditure Period out to March 31, 2023. Consistent with the evidence in the Amended Application.
2.	"Total Project Costs" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from June 13, 2018 to March 31, 2022		Definition of “Total Project Costs” of the Agreement is revoked and replaced by: “Total Project Costs” means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly		Amendment extending the Total Project Costs period out to March 31, 2023. Consistent with the evidence in the Amended Application.

¹ EB-2018-0219 – PUC Interrogatory Response – Appendix 1 – Copy of Contribution Agreement, dated May 31, 2019.

² EB-2018-0219 / EB-2020-0249 – PUC Amended ICM Application – Appendix AA4-2 – Contribution Agreement (amended) dated October 28, 2020.

³ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Amendments No. 2 to Contribution Agreement, dated April 1, 2021.

⁴ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Letter from NRCAN re Extension of date for approval from OEB, March 31, 2021, dated April 1, 2021.

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
			attributable to the Project from June 13, 2018 to March 31, 2022 2023.		
3.	3.3 The Proponent undertakes to receive approval from the Ontario Energy Board for the required Rate Adjustment by March 31, 2019.	Paragraph 3.3 of the Agreement is revoked and replaced by: 3.3 Ontario Energy Board Approval The Proponent undertakes to receive approval from the Ontario Energy Board and for the Required Rate Adjustment by March 31, 2019 2020.	3.3 Ontario Energy Board Approval The Proponent undertakes to receive approval from the Ontario Energy Board for the required Rate Adjustment by March 31, 2020 2021.	Paragraph 3.3 of the Agreement is revoked and replaced by: 3.3 The Proponent undertakes to receive approval from the Ontario Energy Board for the required Rate Adjustment by March May 31, 2021.	A sequence of amendments extending the deadline to achieve OEB approval out to May 31, 2023. Consistent with the evidence in the response to Staff-18 and during the Technical Conference.
4.	4.2 The Proponent shall complete the Project by March 31, 2021 unless terminated earlier pursuant to the provisions of this Agreement.	Paragraph 4.2 of the Agreement is revoked and replaced by: 4.2 TheProject Schedule Subject to Paragraph 3.3, the Proponent shall complete the Project by March 31, 2021 2022, unless terminated earlier pursuant to the provisions of this Agreement.	Paragraph 4.2 of the Agreement is revoked and replaced by: 4.2 Project Schedule Subject to Paragraph 3.3, the The Proponent shall complete the Project by March 31, 2022 ,2023 unless terminated earlier pursuant to the provisions of this Agreement.		A sequence of amendments extending the project completion date out to March 31, 2023. Consistent with the evidence in the Amended Application.
5.	6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:	Paragraph 6.1 of the Agreement is revoked and replaced by: 6.1Contribution			An amendment to reflect the reduction in maximum contribution amount, reflecting a reduction in project costs arising as a result in

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
	<p>a) Twenty Five percent (25%) of Total Project Costs incurred; or</p> <p>b) Eleven Million Eight Hundred Seven Thousand Dollars (\$11,807,000).</p>	<p>Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:</p> <p>a) Twenty Five percent (25%) of Total Project Costs incurred; or</p> <p>b) b) —Eleven <u>Ten</u> Million EightSix <u>Six</u> Hundred SevenTwenty <u>Six</u> Thousand Five Hundred <u>Five Hundred</u> Dollars (\$11,807,000) <u>10,626,500</u>:-</p>			<p>the change in financing structure from a P3 project to a standard utility financed project.</p> <p>Consistent with the evidence in the Amended Application.</p>
6.	6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before June 30, 2021.	<p>Paragraph 6.3 of the Agreement is revoked and replaced by:</p> <p>6.3 <u>Final Claim of the Contribution</u> In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before June 30, 2021 <u>2022</u>.</p>	<p>Paragraph 6.3 of the Agreement is revoked and replaced by:</p> <p>6.3 Final Claim of the Contribution In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before June 30, 2022 <u>2023</u>.</p>		<p>A sequence of amendments extending the deadline to submit a final claim for NRCan funding out to June 30, 2023.</p> <p>Consistent with the evidence in the Amended Application.</p>
7.	6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible	<p>Paragraph 6.6 of the Agreement is revoked and replaced by:</p> <p>6.6 <u>Total Government Funding</u></p>			<p>An amendment to reflect the reduction in maximum contribution amount, reflecting a reduction in project costs arising as a result in the change in financing structure</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
	<p>Expenditures), has been or will be provided in respect of the Total Project Costs incurred:</p> <p>Canada (NRCan): Eleven Million Eight Hundred Seven Thousand Dollars (\$11,807,000) Other Federal: No Dollars (\$0)</p> <p>Provincial: Five Hundred Thousand Dollars (\$500,000)</p> <p>Territorial: No Dollars (\$0)</p> <p>Municipal: No Dollars (\$0)</p> <p>Total Government Funding: Twelve Million Three Hundred Thousand Dollars (\$12,307,000)</p>	<p>The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:</p> <p>Canada (NRCan): Eleven<u>Ten</u> Million Eight<u>Six</u> Hundred Seven<u>Twenty Six</u> Thousand Five Hundred Dollars (\$11,807,000) <u>(\$10,626,500)</u></p> <p>Other Federal: No<u>Zero</u> Dollars (\$0)</p> <p>Provincial: Five Hundred Thousand<u>Zero</u> Dollars (\$500,000)</p> <p>Territorial: No<u>Zero</u> Dollars (\$0)</p> <p>Municipal: No<u>Zero</u> Dollars (\$0)</p> <p>Total Government Funding: Twelve<u>Ten</u> Million Three<u>Six</u> Hundred Twenty Six Thousand Five Hundred Dollars (\$12,307,000) <u>10,626,500</u></p>			<p>from a P3 project to a standard utility financed project.</p> <p>Also amended to reflect that the anticipated source of Provincial funding (originally \$500k) did not materialize. PUC also required to notify NRCan of any changes in government funding going forward.</p> <p>Consistent with the evidence in the Amended Application.</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
		<p>The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.</p>			
8.	<p>7.3 The Minister shall withhold twenty five (25%) from each payment until the Proponent has:</p> <ul style="list-style-type: none"> a) completed the Project to the satisfaction of the Minister; b) submitted a final report documenting the completion of the Project as set out in Schedule C (Reports) have been received and approved by the Minister and the Minister has approved said report; c) certified, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the Proponent has Incurred and Paid all claims for the payment of Eligible Expenditures of the Project; d) submitted and the Minister has received and approved a final 		<p>Paragraph 7.3 of the Agreement is revoked and replaced by:</p> <p>7.3 The Minister shall withhold twenty five<u>fifteen percent (15%)</u> from each payment until the Proponent has:</p> <ul style="list-style-type: none"> a) completed the Project to the satisfaction of the Minister; b) submitted a final report documenting the completion of the Project as set out in Schedule C (Reports) have been received and approved by the Minister and the Minister has approved said report; c) certified, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the Proponent has Incurred and Paid all claims for the payment of Eligible Expenditures of the Project; d) submitted and the Minister has received and approved a final statement of Eligible 		<p>An amendment to reduce the total holdback percentage from 25% to 15% to reflect the relatively low risk associated with an LDC led project.</p> <p>This change serves to support the SSG Project.</p> <p>Various other wording changes, with no substantive impact on PUC Distribution's obligations.</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
	statement of Eligible Expenditures Incurred and Paid in respect of the Project; and, e) submitted a technical performance report, completed to the satisfaction of the Minister as set out in Schedule C (Reports).		Expenditures Incurred and Paid in respect of the Project; and, e) submitted <u>completed</u> a technical performance report, completed to the satisfaction of the Minister as set out in Schedule C (Reports)- <u>and the Minister has approved said report.</u>		
<u>SCHEDULE A</u>					
9.	Project Objective: The objective of this Project is to deploy a community-scale smart grid (Sault Smart Grid) in Sault Ste. Marie, Ontario. Using a public private partnership model, the Project will modernize the utility's distribution system infrastructure and deliver customer and community benefits improve the reliability, efficiency, and resiliency of the local grid; provide a platform for renewable energy applications; and reduce greenhouse gas emissions. This Project is intended to cover 100% of the PUC service area while remaining bill neutral for customers.	Project Objective: The objective of this Project is to deploy a community-scale smart grid (Sault Smart Grid) in Sault Ste. Marie, Ontario. Using a public private partnership model, the <u>The</u> Project will modernize the utility's distribution system infrastructure and deliver customer and community benefits improve the reliability, efficiency, and resiliency of the local grid; provide a platform for renewable energy applications; and reduce greenhouse gas emissions. This Project is intended to cover 100% of the PUC service area while remaining bill neutral for customers.			An amendment to reflect the change in financing structure from a P3 project to a standard utility financed project. Consistent with the evidence in the Amended Application.
10.	Project Description:	Project Description:	Project Description:		A series of amendments to reflect the change in financing structure

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
	<p>The Project will be financed as a Public-Private-Partnership (P3) contract in order to minimize risk and lower cost to the Proponent. The North American Grid Modernization Fund (one of the sources of funds) will flow through a Special Purpose Vehicle named Sault Smart Grid Inc. (SSG Inc), with financial contributions from Stonepeak Infrastructure Partners (SPIP) and project development from Infrastructure Energy.</p> <p>As is common under P3 arrangements, upon completion and commissioning of the Project, the asset title will be transferred to the Proponent from SSG Inc. Repayment to SSG Inc. will be monthly payments over a 25-year term through a purchase agreement between the Proponent and SSG Inc.</p>	<p>The Project will be financed as a Public-Private-Partnership (P3) contract in order to minimize risk and lower cost to the Proponent. The North American Grid Modernization Fund (one of the sources of funds) will flow through a Special Purpose Vehicle named Sault Smart Grid Inc. (SSG Inc), with financial contributions from Stonepeak Infrastructure Partners (SPIP) and project development from Infrastructure Energy.</p> <p>As is common under P3 arrangements, upon completion and commissioning of the Project, the asset title will be transferred to the Proponent from SSG Inc. Repayment to SSG Inc. will be monthly payments over a 25-year term through a purchase agreement between the Proponent and SSG Inc.</p>	<p><u>Although initially envisioned to be financed as a Public-Private-Partnership (P3) contract in order to minimize risk and lower cost to the Proponent regulatory input has lead to the Proponent electing to utilize a traditional Engineer, Procure Construct (EPC) through a request for proposal (RFP) approach.</u></p>		<p>from a P3 project to a standard utility financed project.</p> <p>Consistent with the evidence in the Amended Application.</p>
11.	<p>Project Task 1: Engineering and design (Complete by Dec. 2019)</p> <p>Project Task 2: Procurement (Complete by Dec. 2020)</p>	<p>Project Task 1: Engineering and design (Complete by Dec. 2019<u>2020</u>)</p> <p>Project Task 2: Procurement (Complete by Dec. 2020<u>2021</u>)</p>	<p>Project Task 1: Engineering and design (Complete by Dec, 2020 <u>Sept. 2021</u>)</p> <p>Project Task 2: Procurement (Complete by Dec. <u>Sept.</u> 2021)</p>		<p>A series of amendment to reflect the change in financing structure from a P3 project to a standard utility financed project as well as extension of dates out to March 2023.</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
	<p>Project Task 3: Construction & installation (Complete by March, 2021)</p> <p>Project Task 4: Project Management (Complete by March, 2021)</p> <ul style="list-style-type: none"> - Project management and oversight provided by PUC Services, including general project management, change orders and relationships between EPC and vendors - IE to manage project, select vendors, ensure cash flow, manage closing costs, and manage lifecycle costs - PUC and IE to ensure project coordination between PUC and IE 	<p>Project Task 3: Construction & installation (Complete by March, 2021 <u>2022</u>)</p> <p>Project Task 4: Project Management (Complete by March, 2021 <u>2022</u>)</p> <ul style="list-style-type: none"> - Project management and oversight provided by PUC Services, including general project management, change orders and relationships between EPC and vendors — IE to manage project, select vendors, ensure cash flow, manage closing costs, and manage lifecycle costs — PUC and IE to ensure project coordination between PUC and IE - <u>PUC to ensure project coordination between PUC Distribution system operations and EPC contractor.</u> 	<p>Project Task 3: Construction & installation (Complete by March, 2022 <u>2023</u>)</p> <p>Project Task 4: Project Management (Complete by March, 2022 <u>2023</u>)</p> <ul style="list-style-type: none"> - Project management and oversight provided by PUC Services, including general project management, change orders and relationships between EPC and vendors - PUC to ensure project coordination between PUC Distribution system operations and EPC contractor. 		Consistent with the evidence in the Amended Application.

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ¹	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ²	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ³	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁴	Impacts on the Amended Application
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SCHEDULE B

12.	Budget and Eligible Expenditures Table: <ul style="list-style-type: none"> - Approved budget from 2018 to 2021 - NRCAN Contribution total \$11,807,000 - Breakdown by year from 2018 to 2021 - Total by Fiscal Year from 2018 to 2021 - Total Eligible Expenditures: \$47,614,000 - Ineligible Expenditures: \$300,000 - Total: \$47,914,000 <ul style="list-style-type: none"> o NRCAN - \$11,807,000 (25%) o The Proponent - \$35,607,000 (74%) o Other Canadian Governments - \$500,000 (1%) 	Budget and Eligible Expenditures Table: <ul style="list-style-type: none"> - Approved budget from 2018 to 2021 <u>2022</u> - NRCAN Contribution total \$11,807,000 <u>\$10,626,500</u> - Breakdown by year from 2018 to 2021 <u>2022</u> - Total by Fiscal Year from 2018 to 2021 <u>2022</u> - Total Eligible Expenditures: \$47,614,000 <u>\$42,506,000</u> - Ineligible Expenditures: \$300,000 - Total: \$47,914,000 <u>\$42,806,000</u> <ul style="list-style-type: none"> o NRCAN - \$11,807,000 <u>\$10,626,500</u> (25%) o The Proponent - \$35,607,000 <u>\$32,179,500</u> (74.5%) o Other Canadian Governments - \$500,000 (1%) 	Budget and Eligible Expenditures Table: Removed rows: <ul style="list-style-type: none"> — Salaries and Benefits — Overhead — Travelling, including Meals and Accommodations — Equipment and Products - Other Expenses <ul style="list-style-type: none"> - Approved Budget from 2018 to 2022 <u>2023</u> - Breakdown by year from 2018 to 2022 <u>2023</u> - Total by Fiscal Year from 2018 to 2022 <u>2023</u> 		A series of amendment to reflect the change in financing structure from a P3 project to a standard utility financed project as well as extension of dates out to March 2023. Consistent with the evidence in the Amended Application. Also revised/simplified to remove from the list of eligible expenditures rows that had no \$ amounts associated with them.
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SCHEDULE D

	Original Contribution Agreement, December 19, 2018 (the “Agreement”)¹	First Amendment to Contribution Agreement, December 18, 2019 (1st Amendment)²	Second Amendment to Contribution Agreement, February 21, 2021 (2nd Amendment)³	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021⁴	Impacts on the Amended Application
13.	Pursuant to the Method of Payment Article of this Agreement, the Proponent must submit, no later than June 30, 2021, the following certification in writing on company letterhead and signed by the duly authorized officer as follows.	Pursuant to the Method of Payment Article of this Agreement, the Proponent must submit, no later than June 30, 2021 <u>2022</u> , the following certification in writing on company letterhead and signed by the duly authorized officer as follows.	Pursuant to the Method of Payment Article of this Agreement, the Proponent must submit, no later than June 30, 2022 <u>2023</u> , the following certification in writing on company letterhead and signed by the duly authorized officer as follows.		A sequence of amendments extending the deadline to submit a final claim for NRCan funding out to June 30, 2023. Consistent with the evidence in the Amended Application.

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ⁵	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ⁶	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ⁷	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁸	Impacts on the Amended Application
<u>OTHER ANCILLARY CHANGES TO CONTRIBUTION AGREEMENT</u>					
14.	"Agreement" means this Agreement and the attached Schedules A, B, C, D, and E.	Definition of "Agreement" of the Agreement is revoked and replaced by: "Agreement" means this Agreement and the attached Schedule A, B, C, and D and E .	Definition of "Agreement" of the Agreement is revoked and replaced by: "Agreement" means this Agreement and the attached Schedule A, B, C, D <u>and E</u> .		Original definition of "Proposal" incorporated the Proposal by reference into the definition, therefore Schedule "E" was not technically required. Subsequent revision to the definition of "Proposal" instead pointed to Schedule E and the proposal was re-incorporated directly into that schedule. This is not a substantial change and has no material impact on the SSG Project or the Amended Application.
15.	"Claim Period" means the period to which each advance payment or payment claim pertains as set out in Schedule C (Reports), Section 1		Definition of "Claim Period" of the Agreement is revoked and replaced by: "Claim Period" means the period to which each advance payment or payment claim pertains as set out in Schedule C (Reports) Section 1		2 nd Amendment removed "advance payment" in original definition in the Agreement as it is not applicable.

⁵ EB-2018-0219 – PUC Interrogatory Response – Appendix 1 – Copy of Contribution Agreement, dated May 31, 2019.

⁶ EB-2018-0219 / EB-2020-0249 – PUC Amended ICM Application – Appendix AA4-2 – Contribution Agreement (amended) dated October 28, 2020.

⁷ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Amendments No. 2 to Contribution Agreement, dated April 1, 2021.

⁸ EB-2018-0219 / EB-2020-0249 – PUC Evidence Update – Appendix A – Letter from NRCan re Extension of date for approval from OEB, March 31, 2021, dated April 1, 2021.

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ⁵	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ⁶	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ⁷	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁸	Impacts on the Amended Application
					This is not a substantial change and has no material impact on the SSG Project or the Amended Application.
16.	"Incurred and Paid" means, in relation to an Eligible Expenditure, that the Proponent has paid for the said Eligible Expenditure		<p>Definition of "Incurred and Paid" of the Agreement is revoked and replaced by:</p> <p>"Incurred and Paid" means, in relation to an Eligible Expenditure, that the Proponent has paid for the said <u>an</u> Eligible Expenditure that the Proponent has paid for</p>		<p>Wording clarification by NRCAN to convey that "Incurred and Paid".</p> <p>This is not a substantial change and has no material impact on the SSG Project or the Amended Application.</p>
17.	"Project" means the Project described in Schedule A (Statement of Work)		<p>Definition of "Project" of the Agreement is revoked and replaced by:</p> <p>"Project" means the Project described in Schedule A (Statement of Work <u>Description of the Project</u>)</p>		<p>Title to Schedule A changed from "Statement of Work" in the Agreement to "Description of the Project."</p> <p>Definition of Project was amended to reflect this change.</p> <p>This is not a substantial change and has no material impact on the SSG Project or the Amended Application.</p>
18.	"Proposal" means a written Proposal signed by the Proponent on March 3, 2018, as amended from time to time by mutual consent of the Parties, including at least a background,		<p>Definition of "Proposal" of the Agreement is revoked and replaced by:</p> <p>"Proposal" means a written Proposal signed by the Proponent on March 3, 2018, as amended from time</p>		Update to make reference to proposal attached at Schedule E rather than incorporating it by reference.

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	purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project		to time by mutual consent of the Parties , including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project, <u>and attached as Schedule E (Proposal)</u>		This is not a substantial change and has no material impact on the SSG Project or the Amended Application.
19.			<p>Additional Definitions to the Agreement:</p> <p><u>"COVID-19 Emergency Period" means the period starting from March 16, 2020 and ending on the day immediately following when all the provinces and territories lift the COVID-19 related emergency measures;</u></p> <p><u>"Electronic Signature" means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic version of this Agreement.</u></p>		<p>This new addition in the 2nd Amendment is made to reflect new concepts – COVID-19 and Electronic Signature.</p> <p>These concepts are used in Article 33 – Counterpart Signature, which describes that electronic signatures may be used during the COVID-19 Emergency Period.</p> <p>This is not a substantial change and has no material impact on the SSG Project or the Amended Application.</p>
20.	<p>1.2 The following schedules are attached to and made part of this Agreement:</p> <p>a) Schedule A (Statement of Work); b) Schedule B (Budget and Eligible Expenditures); c) Schedule C (Reports); d) Schedule D (Certification of Eligible Expenditures Incurred and Paid); and,</p>	<p>Paragraph 1.2 of the Agreement is revoked and replaced by:</p> <p>1.2 Schedules</p> <p>The following schedules are attached to and made part of this Agreement:</p> <p>a) a) Schedule A (Statement of Work);</p>	<p>Paragraph 1.2 of the Agreement is revoked and replaced by:</p> <p>1.2 Schedules The following schedules are attached to and made part of this Agreement:</p> <p>f) Schedule A (Statement<u>Description</u> of Work<u>the Project</u>); g) b) Schedule B (Budget and Eligible Expenditures); h) Schedule C (Reports); and</p>		<p>Update to make reference to proposal attached at Schedule E rather than incorporating it by reference, and to reflect change in title of Schedule A.</p> <p>This is not a substantial change and has no material impact on the SSG Project or the Amended Application.</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ⁵	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ⁶	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ⁷	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁸	Impacts on the Amended Application
	e) Schedule E (Proposal).	b) b) Schedule B (Budget and Eligible Expenditures); c) Schedule C (Reports); <u>and</u> d) d) Schedule D (Certification of Eligible Expenditures Incurred and Paid); and ; e) e) <u>Schedule E (Proposal)</u> .	i) Schedule D (Certification of Eligible Expenditures Incurred and Paid); <u>and</u> j) <u>Schedule E (Proposal)</u> .		
21.	<p>3. COMING INTO FORCE</p> <p>3.1 This Agreement comes into force when signed by the Parties.</p> <p>3.2 Except as otherwise provided in the articles below, this Agreement will terminate on the later of:</p> <p>a) the date the Proponent has met, to the satisfaction of the Minister, all the obligations to repay the Contribution as described in the Repayment of Contribution Article of this Agreement; or,</p> <p>b) the date on which the Proponent paid to the Minister all amounts due under this Agreement.</p>	<p>Paragraph 3.5 of the Agreement is revoked and replaced by:</p> <p>3.5 <u>Survival</u></p> <p>The following clauses shall survive the termination of this Agreement for an additional <u>three (3)</u> years:</p> <p>a) Repayment of Contribution Article;</p> <p>a) b) Accounts and Audits Article;</p> <p>b) c) Intellectual Property Article;</p> <p>c) d) Indemnity Article;</p> <p>d) e) Default Article; <u>and</u></p> <p>e) f) Reports Article;</p> <p>f) <u>Confidentiality Article</u>; <u>and</u></p> <p>g) g) Dispute Resolution Article.</p>	<p>Article 3 – COMING INTO FORCE of the Agreement is revoked and replaced by:</p> <p>3.1 This Agreement comes into force when signed by the Parties.</p> <p>3.2 Except as otherwise provided in the articles below, this Agreement will terminate<u>expire</u> on the later<u>latest</u> of:</p> <p>a) the date the Proponent has met, to the satisfaction of the Minister, all the <u>repayment</u> obligations to repay the Contribution as described in the Repayment of Contribution Article of <u>under</u> this Agreement; or,</p> <p>b) the date on which the Proponent paid to the Minister all amounts due owed by one Party to the other Party <u>under this Agreement have been paid in full</u>.</p> <p>3.4 Notwithstanding Article 12 (Default) of this Agreement, Canada reserves the right to terminate</p>		<p>Paragraph 3.2</p> <ul style="list-style-type: none"> - Change of wording from "terminate" to "expire" in reference to the Agreement. - Clarification of wording regarding payment obligations with respect to the expiry of the agreement. <p>Paragraph 3.5</p> <p>Revised to reduce the survival period from 5 years to 3 years. Also removed reference to "Repayment of Contribution Article" which by its own terms survives for 5 years and thus does not need to be listed in 3.5.</p> <p>Added the Confidentiality Article to the survival clause, which was likely inadvertently missed in the original agreement.</p>

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	<p>3.4 Notwithstanding Article 12 (Default) of this Agreement, Canada reserves the right to terminate this Agreement upon thirty (30) days' written notice to the Proponent in the event that the Proponent has not complied with paragraph 3.3 above. Upon thirty (30) days of this Agreement's termination, in accordance with this paragraph, the Proponent shall reimburse the Minister the amount of the Contribution disbursed. Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.</p> <p>3.5 The following clauses shall survive the termination of this Agreement for an additional 5 years:</p> <ul style="list-style-type: none"> a) Repayment of Contribution Article; b) Accounts and Audits Article; c) Intellectual Property Article; d) Indemnity Article; e) Default Article; f) Reports Article; and g) Dispute Resolution Article 		<p>this Agreement upon thirty (30) days' written notice to the Proponent in the event that the Proponent has not complied with paragraph 3.3 above. Upon thirty (30) days of this Agreement's termination, in accordance with this paragraph, the proponent shall reimburse the Minister the amount of the Contribution disbursed. Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.</p> <p>3.5 Survival The following clauses shall survive the termination<u>expiration</u> of this Agreement for an additional three (3):</p> <ul style="list-style-type: none"> a) Accounts and Audits Article; b) Intellectual Property Article; c) Indemnity Article; d) Default Article; e) Reports Article; f) Confidentiality Article; and g) Dispute Resolution Article. 		<p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ⁵	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ⁶	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ⁷	NRCan Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁸	Impacts on the Amended Application
22.	<p>5. ENVIRONMENT</p> <p>5.1 The Proponent represents and warrants that the Project is not a designated project under the <i>Canadian Environmental Assessment Act, 2012</i> and that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings, including those arising out of the <i>Canadian Environmental Assessment Act, 2012</i> which could or would prevent compliance with this Agreement and undertakes to advise the Minister forthwith of any such occurrence during the term of this Agreement.</p> <p>5.2 Notwithstanding any other provision of this Agreement, if during the Eligible Expenditure Period, a change that would trigger a reassessment of the Project under the <i>Canadian Environmental Assessment Act, 2012</i> is proposed for, or made to the Project, the Parties agree that Canada's obligation under this</p>	<p>Article 5 of the Agreement is revoked and replaced by:</p> <p>5. ENVIRONMENT</p> <p>5.1 The Proponent represents and warrants that the Project is not a designated project under the <i>Canadian Environmental Impact Assessment Act, 2012</i> and that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings, including those arising out of the <i>Canadian Environmental Impact Assessment Act, 2012</i> which could or would prevent compliance with this Agreement and undertakes to advise the Minister forthwith of any such occurrence during the term of this Agreement.</p> <p>5.2 Notwithstanding any other provision of this Agreement, if during the Eligible Expenditure Period, a change that would trigger a reassessment of the Project under the <i>Canadian Environmental Impact Assessment Act, 2012</i> is proposed for, or made to the Project, the Parties agree that Canada's obligation under this</p>	<p>Article 5 –ENVIRONMENT of the Agreement is revoked and replaced by:</p> <p>5. ENVIRONEMNTIMPACT ASSESSMENT</p> <p>5.1 The Proponent represents and warrants that the Project is not a "designated project" <u>nor a "project" according to the <i>Canadian Environmental Assessment Act, 2012</i> or the <i>Impact Assessment Act</i>.</u> and that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings, including those arising out of <i>Impact Assessment Act</i> which could or would prevent compliance with this Agreement and undertakes to advise the Minister forthwith of any such occurrence during the term of this Agreement.</p> <p>5.2 Notwithstanding any other provision of this Agreement, if during <u>If, within</u> the Eligible Expenditure Period, a change that would trigger a reassessment of the Project under the <i>Impact Assessment Act</i> is proposed for, or made <u>becomes a "designated project" or a "project" carried out on federal land or outside of Canada according to the <i>Project Impact Assessment Act</i></u>, the Parties agree that Canada's obligation <u>obligations</u> under this Agreement shall <u>will</u> be suspended until an environmental effects evaluation is completed and Canada determines that the Project as modified is unlikely to result in any</p>		<p>The 1st Amendment replaced the "Canadian Environmental Assessment Act, 2012" with the "Impact Assessment Act" and the 2nd Amendment reintroduced the Canadian Environmental Assessment Act, 2012 to coincide with the Impact Assessment Act provisions.</p> <p>In the 2nd Amendment PUC Distribution confirms that it is not a "designated project" or "project" as defined by the <i>Canadian Environmental Assessment Act, 2012</i> or the <i>Impact Assessment Act</i>.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application – in large part because the SSG Project is not a "designated project" or a "project" under the applicable legislation.</p>

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	<p>Agreement shall be suspended until an environmental effects evaluation is completed and Canada determines that the Project as modified is unlikely to result in any significant adverse environmental effects.</p> <p>5.3 The Proponent shall provide any information requested by Canada to satisfy Canada's obligation under the <i>Canadian Environmental Assessment Act, 2012</i> as a result of the Project.</p> <p>5.4 The Proponent shall comply with all conditions arising out of an environmental effects evaluation in respect of the Project in accordance with the provisions of the <i>Canadian Environmental Assessment Act, 2012</i> including any such conditions requiring the implementation of mitigation measures and any follow up program.</p>	<p>Agreement shall be suspended until an environmental effects evaluation is completed and Canada determines that the Project as modified is unlikely to result in any significant adverse environmental effects.</p> <p>5.3 The Proponent shall provide any information requested by Canada to satisfy Canada's obligation under the <i>Canadian Environmental Impact Assessment Act, 2012</i> as a result of the Project.</p> <p>5.4 The Proponent shall comply with all conditions arising out of an environmental effects evaluation in respect of the Project in accordance with the provisions of the <i>Canadian Environmental Impact Assessment Act, 2012</i> including any such conditions requiring the implementation of mitigation measures and any follow up program.</p>	<p><u>a) In the case of a "designated project":</u></p> <p><u>i) the Impact Assessment Agency of Canada makes a decision that no assessment of the "designated project" is required and posts that decision; or</u></p> <p><u>ii) the decision statement with respect to the "designated project" that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.</u></p> <p><u>b) In the case of a "project":</u></p> <p><u>i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects.</u></p> <p>5.3 The Proponent shall provide any information requested by Canada to satisfy Canada's obligation under the <i>Impact Assessment Act</i>, as a result of the Project.</p> <p>5.4 The Proponent shall comply with all conditions arising out of an environmental effects evaluation in respect of the Project in accordance with the</p>		

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			<p>provisions of <u>by the Minister or another authority referred in the Impact Assessment Act; or Assessment Act including any such conditions requiring the implementation of mitigation measures and any follow up program.</u></p> <p><u>ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.</u></p> <p><u>5.3 It is understood that, in the event that the Project becomes a "designated project" or a "project" as defined in Paragraph 5.1 above, the Minister has no obligation to request a decision by the Governor in Council, and may, by giving notice in writing to the Proponent, terminate this Agreement with immediate effect. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.</u></p> <p><u>5.4 Canada shall withhold a portion of the Eligible Expenditures Incurred as from any period during which the granting of any environmental permit required for the continuation of any Project activities</u></p>		

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			outlined in the Proposal is pending to when the Proponent has provided Canada with evidence that appropriate provincial authorities have granted the required permit.		
23.	<p>6.2 The Fiscal Year allocations for the Contribution are as follows:</p> <p>2018-2019 Six Million Six Hundred Fifty Three Thousand Dollars (\$6,653,000)</p> <p>2019-2020 Three Million Eight Hundred Sixty Five Thousand Six Hundred Ten Dollars (\$3,865,610)</p> <p>2020-2021 One Million Two Hundred Eighty Eight Thousand Three Hundred Ninety Dollars (\$1,288,390)</p> <p>Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.</p>	<p>Paragraph 6.2 of the Agreement is revoked and replaced by:</p> <p>6.2 Fiscal Year Allocations</p> <p>The Fiscal Year allocations for the Contribution are as follows:</p> <p>2018-2019 Six Million Six Hundred Fifty Three Thousand Dollars (\$6,653,000)</p> <p>2019-2020 Three<u>One</u> Million Eight Hundred Sixty Five Thousand Six Hundred Ten Dollars (\$3,865,610<u>1,000,000</u>)</p> <p>2020-2021 One Million Two Hundred Eighty Eight<u>Fifty</u> Thousand Dollars (\$1,288,390<u>250,000</u>)</p> <p><u>2021-2022 Two Million Seven Hundred Twenty Three Thousand Five Hundred Ninety</u> Dollars (<u>\$2,723,500</u>)</p> <p>(\$1,288,390)</p>	<p>Paragraph 6.2 of the Agreement is revoked and replaced by:</p> <p>6.2 The Fiscal Year allocations for the Contribution are as follows:</p> <p>2018-2019 Six Million Six Hundred Fifty Three Thousand Dollars (\$6,653,000)</p> <p>2019-2020 One Million Dollars (\$1,000,000)</p> <p>2020-2021 Two<u>Five</u> Hundred Fifty Thousand Dollars (\$250,000<u>500,000</u>)</p> <p>2021-2022 Two<u>One</u> Million Seven Hundred Twenty<u>Seventy</u> Three Thousand Five Hundred Dollars (\$2,723,500<u>1,773,500</u>)</p> <p>Total: Ten Million Six Hundred Twenty Six Thousand Five Hundred Dollars (\$10,626,500<u>700,000</u>)</p>		<p>The 1st Amendment updated the fiscal year allocations to reflect the extended time from 2021 to 2022 and the new maximum contribution in Paragraph 6.1.</p> <p>The 2nd Amendment updated the fiscal year allocations to reflect the extended time from 2022 to 2023 and the new maximum contribution in Paragraph 6.1.</p> <p>This reflects an internal allocation for federal government.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

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		<p>Total: Ten Million Six Hundred Twenty Six Thousand Five Hundred Dollars (\$10,626,500)</p> <p>Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.</p>			
24.	7.5 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment, as set out in Schedule C (Reports). All claims must be submitted no later than thirty (30) days after the end of each quarter, except the claim for the final payment.	<p>Paragraph 7.5 of the Agreement is revoked and replaced by:</p> <p>7.5 Claims for Payment In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment, as set out in Schedule C (Reports). All claims must be submitted no later than thirtysixty (3060) days after the end of each quarter, except the claim for the final payment.</p>			<p>The 1st Amendment extended the timeframe for submitting claims from no later than 30 days to no later than 60 days after the end of each quarter.</p> <p>This is not a substantial change and it has no material impact on the SSG Project or the Amended Application.</p>
25.	9.1 Prior to the Completion Date of the Project and for five (5) years after the termination of this Agreement, as described in the Coming Into Force Article, the Proponent shall, at its own expense:	<p>Paragraph 9.1 of the Agreement is revoked and replaced by:</p> <p>9.1 Books and Records Prior to the Completion Date of the Project and for fivethree (53) years after the termination of this Agreement, as</p>	<p>Paragraph 9.1 of the Agreement is revoked and replaced by:</p> <p>9.1 Books and Records Prior to the Completion Date and for three (3) years after the termination of this Agreement, as described in the Coming Into ForceDuration of the Agreement Article, the Proponent shall, at its own expense:</p>		<p>The 1st Amendment updated the time period for which PUC Distribution shall keep proper books and records from five years after the termination of the Agreement to three years after the termination of the Agreement.</p>

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	<ul style="list-style-type: none"> a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto; b) keep proper and accurate records relating to the environmental impact (if any) of the Project; c) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project; d) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents; 	<p>described in the <i>Coming Into Force Article</i>, the Proponent shall, at its own expense:</p> <ul style="list-style-type: none"> a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto; b) keep proper and accurate records relating to the environmental impact (if any) of the Project; c) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project; d) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents; 	<ul style="list-style-type: none"> a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto; b) keep proper and accurate records relating to the environmental impact (if any) of the Project; c) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project; d) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents; e) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Statement Description of Work the Project) were implemented in accordance with this Agreement; and; f) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to 		<p>This reduces the books and records keeping requirement for PUC Distribution as it is now a shorter period of time.</p> <p>In the 2nd Amendment, "Coming Into Force Article" is replaced with "Duration of the Agreement Article" to reflect the changes in the names of the Article.</p> <p>Schedule A's title is also updated in the 2nd Amendment.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

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	<p>e) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Statement of Work) were implemented in accordance with this Agreement; and</p> <p>f) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Schedule C (Reports).</p>	<p>e) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Statement of Work) were implemented in accordance with this Agreement; and,</p> <p>f) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Schedule C (Reports).</p>	<p>verify the accuracy of reports submitted under Schedule C (Reports).</p>		
26.	<p>12.1 The Minister may declare that an event of default has occurred if:</p> <p>a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;</p> <p>b) an order is made which is not being contested or appealed by the Proponent or a resolution is</p>		<p>Paragraph 12.1 of the Agreement is revoked and replaced by:</p> <p>12.1 The Minister may declare that an event of<u>for</u> default has occurred if:</p> <p>a) the Proponent becomes insolvent or is adjudged<u>adjusted</u> or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;</p>		<p>The 2nd Amendment updates wording to reflect the title for Article 5 changing from "Environmental Article" to "Impact Assessment Article".</p> <p>The 2nd Amendment also removed reference to "Method of Payment" article (Article 7) as a compliance requirement by the Proponent (PUC Distribution) as the Method of Payment article is actually applicable to obligations of NRCAN.</p>

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	<p>passed for the winding up of the Proponent or it is dissolved;</p> <p>c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under the Representations and Warranties Article;</p> <p>d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;</p> <p>e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in the Conduct of Project Article, the Environment Article or Method of Payment Article, and any such defect has not been cured by or remedied by the Proponent within thirty (30) days of written notice of such defect having been provided to the Proponent; or,</p>		<p>b) an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;</p> <p>c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under the Representations and Warranties ArticleArticles;</p> <p>d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;</p> <p>e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in the Conduct of Project Article,or the Environment Article or Method of PaymentImpact Assessment Article, and any such defect has not been cured by or remedied by the Proponent within thirty (30) days of written notice of such defect having been provided to the Proponent; or,</p> <p>f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.</p> <p>For greater clarity, all above remedies are cumulative.</p>		<p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

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	f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.				
27.	<p>13. ACCESS</p> <p>13.1 The Proponent shall provide the Minister or Minister's representatives, during the Eligible Expenditure Period and for a period of five (5) years after the Completion Date, reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.</p>		<p>Article 13 – ACCESS of the Agreement is revoked and replaced by:</p> <p>13. ACCESS 13.1 The Proponent shall provide the Minister or Minister's representatives, during the Eligible Expenditure Period and for a period of five (5) years after <u>of</u> the Completion Date, reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof. subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.</p>		<p>The 2nd Amendment removes the reasonable notice and safety requirements for assessing the Project. This is likely removed to reduce process issues when accessing the premise of the SSG Project.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>
28.	<p>15. DISPOSITION OF ASSETS</p> <p>15.1 If, prior to the Completion Date of the Project and for five (5) years thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed</p>		<p>Article 15 DISPOSITION OF ASSETS of the Agreement is revoked and replaced by:</p> <p>15. DISPOSITION OF ASSETS 15.1 If, prior to the Completion Date of the Project and for five (5) years thereafter, sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease</p>		<p>The 2nd Amendment cleans up the language as "Completion Date" is a defined term that means the date which PUC Distribution completes the Project, it is not necessary to include "of the Project" after it.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

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	<p>under this Agreement and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.</p>		<p>or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.</p>		
29.	<p>33. COUNTERPART SIGNATURE 33.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.</p>		<p>Article 33 - COUNTERPART SIGNATURE of the Agreement is revoked and replaced by the following:</p> <p>33. COUNTERPART SIGNATURE 33.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument; <u>and during the COVID-19 Emergency Period, an Electronic Signature. For greater clarity, the Electronic Signature occurring during the COVID-19 Emergency Period, shall be reputed, to constitute, much like wet ink, the</u></p>		<p>The 2nd Amendment changes reflect the new concept of electronic signatures being acceptable during COVID-19.</p> <p>This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.</p>

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			best evidence available of consent of the Parties to the terms of this Agreement.		
<u>SCHEDULE A</u>					
30.	Title: Statement of Work		Title: Statement of Work Description of the Project		<p>The 2nd Amendment updates the title of Schedule A from "Statement of Work" to "Description of the Project".</p> <p>This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.</p>
<u>SCHEDULE B</u>					
31.	Travel expenditures, including meals and accommodations are to be based on National Joint Council Rates.	Travel expenditures, including meals and accommodations are to be based on National Joint Council Rates.			<p>The 1st Amendment removed travel expenditures and explanation because there is no claim for travel expenditures.</p> <p>This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.</p>

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32.	"Other expenses" include the following: a. Field supplies and materials; b. Printing services and translation c. Data collection services, including processing, analysis and management; d. Facility expenses for seminars, conference room rentals_ etc. (excluding hospitality); e. License fees and permits; and f. Field testing services.	"Other expenses" include the following: a. Field supplies and materials; b. Printing services and translation c. Data collection services, including processing, analysis and management; d. Facility expenses for seminars, conference room rentals_ etc. (excluding hospitality); e. License fees and permits; and f. Field testing services.			The 1 st Amendment removed "Other expenses" because there is no claim for other expenses. This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.
33.	Overhead is limited to 15% of total Eligible Expenditures, up to a maximum of \$1,000,000.	Overhead is <u>expenditures, directly related to the conduct of the Project, are</u> limited to <u>fifteen percent</u> (15%) of total Eligible Expenditures, up to a maximum of \$1,000,000.	Overhead expenditures, directly related to the conduct of the Project, are limited to fifteen percent (15%) of total Eligible Expenditures, up to a maximum of \$1,000,000.		The 1 st Amendment updated the definition for overhead expenditures to those that are directly related to the conduct of the Project. The 2 nd Amendment removed overhead expenditures because there is no claim for overhead expenditures. This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.
34.		Added: <u>Ineligible costs, such as the reimbursable portion of Federal and Provincial Taxes, and expenditures incurred before or after</u>			The 1 st Amendment added the concept and definition of Ineligible costs, such as expenditures incurred before or after the Eligible

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		<p>the Eligible Expenditure Period, are considered towards Total Project Costs; however, they are not eligible for reimbursement.</p>			<p>Expenditure Period, are not eligible for reimbursement but are considered towards Total Project Costs.</p> <p>This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.</p>
35.			<p>Added:</p> <p>d) Non-permissible costs, which cannot count toward Total Project Costs under the Program, include:</p> <p>a. Costs incurred before or after the Total Project Costs period;</p> <p>b. Land acquisition costs and associated real estate fees;</p> <p>c. Cost of leasing land, building and other facilities;</p> <p>d. Financing charges and interest payments on Project loans;</p> <p>e. Legal fees;</p> <p>f. Project Proposal preparation costs;</p> <p>g. Costs associated with the protection of Intellectual Property;</p> <p>h. General repair and maintenance of existing Project and related structures; and</p> <p>i. Salary benefits and incentives unrelated to the Project, like employee bonuses.</p>		<p>The 2nd Amendment added the concept and description of non-permissible costs, which do not count towards the Total Project Costs.</p> <p>This is to clarify what type of costs are not to be included in the Total Project Costs, which was not previously explicitly provided.</p> <p>This is not a substantial changes and it has no material impact on the SSG Project or the Amended Application.</p>

SCHEDULE C

	Original Contribution Agreement, December 19, 2018 (the "Agreement") ⁵	First Amendment to Contribution Agreement, December 18, 2019 (1 st Amendment) ⁶	Second Amendment to Contribution Agreement, February 21, 2021 (2 nd Amendment) ⁷	NRCAN Letter re: Extension of date for approval from the OEB, March 31, 2021 ⁸	Impacts on the Amended Application
36.	<p>The Proponent shall provide the following documentation when submitting each claim for payment no later than thirty (30) days after the end of each quarter (the "Claim Period"), as set out in the Method of Payment Article:</p> <p>i) a financial report signed by the Chief Financial Officer or Duly Authorized Officer of the organization which outlines Eligible Expenditures Incurred;</p> <p>ii) an updated Project budget forecast for the upcoming quarter; and</p> <p>iii) a brief update on Project activities over the quarter</p>	<p>The Proponent shall provide the following documentation when submitting each claim for payment no later than thirtysixty (3060) days after the end of each quarter (the "Claim Period"); as set out in the Method of Payment Article:</p> <p>i) a financial report signed by the Chief Financial Officer or Duly Authorized Officer<u>duly authorized officer</u> of the organization which outlines Eligible Expenditures Incurred;</p> <p>ii) an updated Project budget forecast for the upcoming quarter; and</p> <p>iii) a brief update on Project activities over the quarter.</p>	<p>The Proponent shall provide the following documentation when submitting each claim for payment no later than sixty (60) days after the end of each quarter (the "Claim Period") as set out in the Method of Payment Article:</p> <p>i) a financial report signed by the Chief Financial Officer or duly authorized officer of the organization which outlines Eligible Expenditures Incurred;</p> <p>ii) an updated Project<u>a</u> budget forecast for the upcoming quarter; and</p> <p>iii) a brief<u>an</u> update on Project activities over<u>tasks that includes tasks completed and expected in the next quarter, and information about any Project related issues and how they are being addressed.</u></p>		<p>The 1st Amendment extended the date for submission of claim for payment from no later than 30 days after the end of each quarter to no later than 60 days. This allows more time for PUC Distribution to file its claims for payment.</p> <p>The 2nd Amendment includes updates to wording for clarity by change an "updated Project budget forecast" to a "budget".</p> <p>The 2nd Amendment includes a description of what is to be included in the update on Project activities. This provides more clarify as to what is expected from PUC Distribution when submitting the updates.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>
37.	On-going Progress/Technical Reports:	On-going Progress/Technical Reports: The Proponent shall submit on an annual basis, at the end of each fiscal year, a	On-going <u>Annual</u> Progress/ Technical Reports:		The 2 nd Amendment updated the title from "On-going Progress/Technical Reports" to

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	<p>The Proponent shall submit on an annual basis, at the end of each fiscal year, a brief update on the project activities performed to date. The report must be provided with the fourth quarter invoice, no later than thirty (30) days after the end of the fourth quarter.</p>	<p>brief update on the project<u>Fiscal Year, a report summarizing Project activities during the Fiscal Year together with key performance outputs to indicate how the activities performed to date</u><u>Project has been contributing to the overall Program objectives.</u></p> <p>The report must be provided with the fourth quarter invoice<u>claim for payment</u>, no later than thirty sixty (3060) days after the end of the fourth quarter. <u>The Program will provide the Proponent with a template for this report.</u></p>	<p>The Proponent shall submit on an annual basis, at the end of each Fiscal Year, a report summarizing Project activities during the Fiscal Year together with key performance outputs to, <u>as outlined in Schedule A (Description of the Project)</u>, that indicate how the Project has been contributing to the overall Program objectives.</p> <p>The report must be provided with the fourth quarter claim for payment, no later than sixty (60) days after the end of the fourth quarter. The Program<u>Claim Period. Canada</u> will provide the Proponent with a template for this report.</p>		<p>"Annual Progress Reports" and the description is also updated to reflect that the report is annual.</p> <p>The 1st Amendment added a description of what is to be included in the report and extended the time to provide the report from no later than 30 days after the end of fourth quarter to no later than 60 days.</p> <p>The 2nd Amendment adds to this description by specifying that the key performances are outlined in Schedule A (Description of the Project).</p> <p>The 1st Amendment added "the Program" will provide a template for the report. The 2nd Amendment revised that to "Canada" will provide a template, as previously the definition of "Program" was unclear.</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>

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38.	<p>Final Reports (Financial and Progress/Technical): The Proponent shall submit, no later than June 30, 2022:</p> <p>i) a financial report that shall demonstrate how the Contribution was spent, including the receipt of goods and/or services being funded by Canada;</p> <p>ii) a final narrative report to describe how its activities have contributed to the achievement of the objectives, the benefits, and the key performance measures of the Project as described in Schedule A (Statement of Work), including the results of the Project in comparison to the original outputs and work plan; and</p> <p>iii) a certification, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent.</p>		<p>Final Reports (Financial and Progress/Technical)Project Completion): The Proponent shall submit, no later than June 30, 20222023:</p> <p>i) a financial report that shall demonstrate how the Contribution was spent, including the receipt of a financial declaration as to whether the Proponent received contributions (including in-kind) or payments in respect of the Project in addition to, or from sources other than, those set out in Schedule B (Budget and Eligible Expenditures); goods and/or services being funded by Canada;</p> <p>ii) a final narrative report to describe how its activities have contributed to the achievement of the objectives, the benefits, and the key performance measuresindicators of the Project as described in Schedule A (StatementDescription of Workthe Project), including the results of the Project in comparison to the original outputs and work plan, with a variance analysis; and</p> <p>iii) a certification, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent.</p>		<p>The 2nd Amendment updated the submission date of Final Report from June 20, 2022 to June 30, 2023.</p> <p>This allows more time for PUC Distribution to submit the final report, consistent with the updated project schedule and extended NRCan program dates.</p> <p>The 2nd Amendment updated the description of what is to included in financial report to provide clarify and refers to Schedule B.</p> <p>For the final narrative report, the 2nd Amendment adds that there needs to be a variance analysis included.</p> <p>The 2nd Amendment incorporated the requirement for a financial declaration as to whether or not PUC Distribution received contributions or payments into the requirement for submitting a financial report.</p> <p>These are not a substantial changes and they have no material impact on</p>

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	iv) a financial declaration as to whether the Proponent received contributions or payments in respect of the Project in addition to, or from sources other than, those named in the Proposal.		iv) a financial declaration as to whether the Proponent received contributions or payments in respect of the Project in addition to, or from sources other than, those named in the Proposal.		the SSG Project or the Amended Application.
39.	Technical Performance Report/Holdback Performance Audit: Six months following the Project Completion date, or the date which the Project is deemed operational, the Proponent shall provide an invoice for the hold-back release along with a technical performance report. The report will provide the results of the three performance indicators identified in the Proposal, including the greenhouse gas emissions reductions, and an explanation on the methodology for calculating each of those indicators.		Technical Performance Report/ (Holdback Performance Audit: Release): Six months <u>No more than two (2) years</u> following the Project Completion date, or the date which the Project is deemed operational, the Proponent shall provide an invoice <u>a request</u> for the hold-back release along with a technical performance report. The report will provide the results of the three performance indicators identified in <u>Schedule A (Description of the Proposal, Project)</u> including the greenhouse gas emissions reductions, and an explanation on the methodology for calculating each of those indicators.		The 2 nd Amendment updated the date for submission of invoice by PUC Distribution for hold-back release and technical performance report from 6 months following the Project Completion Date or the date which the Project is deemed operational, to no more than two years following the Project Completion date or the date which the Project is deemed operational. This allows more time for PUC Distribution to submit the invoice for hold-back release and technical performance report, if needed. The 2 nd Amendment also specifies that the report will provide three performance indicators as identified in Schedule A.

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					These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.
40.	<p>Revenue reporting For five (5) years following the completion of the Project, the Proponent must submit a report indicating the revenues received as a result of the Project. Where no revenue has been received, a nil report is required. The Program will provide the Proponent with a template for the revenue report. The Proponent shall provide this report no later than 30 days following the anniversary of the Project Completion date.</p>		<p>Post-completion Revenue reporting Reporting: For five (5) years following the completion of the Project Completion Date, the Proponent must shall submit <u>annually</u> a report indicating the revenues received as a result of the Project. Where no revenue has been received, a nil report is <u>still</u> required. The Program Canada will provide the Proponent with a template for the revenue report. The Proponent shall provide this report no later than 30 <u>ninety (90)</u> days following the anniversary of the Project Completion date <u>Date</u>.</p>		<p>The 2nd Amendment updated the description of revenue reporting – updated the heading from “Revenue Reporting” to “Post-completion Revenue Reporting”.</p> <p>It also updates the description of the report as being annual. “The Program” has been replaced with “Canada” and “The Program” was not previously defined.</p> <p>There is an extension of time to submit the report from no later than 30 days following the anniversary of the Project Completion Date to no later than 90 days following the anniversary of the Project Completion Date.</p> <p>This change provides more clarity to PUC Distribution as to the requirements of the report and extends the time to allow more time for preparation for the report.</p>

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					These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.
<u>SCHEDULE E</u>					
41.	Proposal Dated March 3, 2018	Schedule E Removed	Proposal Dated March 3, 2018		<p>Schedule E was removed in the 1st Amendment but was re-incorporated back in the 2nd Amendment. Consistent with changes to the definition of "Proposal."</p> <p>These are not a substantial changes and they have no material impact on the SSG Project or the Amended Application.</p>