

December 16, 2022

RESS & EMAIL

Ontario Energy Board
P.O. Box 2319
27th Floor, 2300 Yonge Street
Toronto, ON M4P 1E4

Attention: Ms. Nancy Marconi, Registrar

Dear Ms. Marconi:

Re: Wataynikaneyap Power LP - Application for Approval of Modifications to OEB's Form of Transmission Connection Agreement for Load Customers, Amendments to Transmission Licence and Transmission Connection Procedures

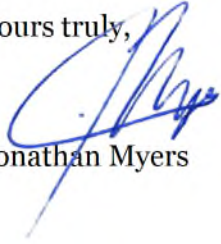
We are legal counsel to Wataynikaneyap Power LP, a licensed Ontario electricity transmitter. Wataynikaneyap Power LP, by its general partner Wataynikaneyap Power GP Inc. (together, "WPLP"), is pleased to submit its application to the Ontario Energy Board (OEB) for:

- (a) approval on a final basis to use certain terms and conditions in its connection agreement with Hydro One Remote Communities Inc. ("Hydro One Remotes") other than those set forth in the OEB's form of connection agreement for load customers provided in Appendix 1 (Version A) of the *Transmission System Code* (the "Code"), pursuant to 70.1(3) of the *Ontario Energy Board Act* (the "Act") and s. 4.1.2 of the Code;
- (b) amendments to Schedule 2 of WPLP's electricity transmission licence (ET-2015-0264) (the "Transmission Licence") to (i) extend certain Code exemptions and effective dates and (ii) provide an exemption from s. 6.2 of the Code, each pursuant to section 74 of the Act; and
- (c) approval of WPLP's Transmission Connection Procedures, in accordance with Section 2(b) of WPLP's Transmission Licence and the requirements set out in Sections 6.1.3 to 6.1.6 of the Code.

For the purpose of regulatory efficiency, and considering that these requests are to an extent interrelated and have similar timing requirements under WPLP's Transmission Licence, WPLP requests that the OEB consider each of the above elements concurrently as a single, consolidated application. In addition, please note that WPLP is requesting that the OEB proceed without a hearing pursuant to ss. 6(4) of the Act.

If you have any questions, please do not hesitate to contact me at the number shown above.

Yours truly,



Jonathan Myers

cc: Mr. Duane Fecteau, WPLP
Mr. Greg Beharriell, WPLP
Ms. Brianne Paulin, Torys LLP

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, C.S.O. 1998, c.15 (Sched. B) (the “Act”);

AND IN THE MATTER OF an application by Wataynikaneyap Power GP Inc. on behalf of Wataynikaneyap Power LP (together, “WPLP”) for an Order or Orders made pursuant to section 70.1(3) of the Act and section 4.1.2 of the *Transmission System Code*, approving on a final basis the use of certain terms and conditions in a connection agreement other than those set forth in the form of connection agreement for load customers provided in Appendix 1 (Version A) of the *Transmission System Code*;

AND IN THE MATTER OF an application by WPLP for an Order or Orders made pursuant to section 74 of the Act, amending Schedule 2 of WPLP’s electricity transmission licence (ET-2015-0264) to extend certain exemptions and effective dates and provide an exemption from section 6.2 of the Code (the “Transmission Licence”);

AND IN THE MATTER OF an application by WPLP for an Order or Orders made in accordance with Section 2(b) of WPLP’s Transmission Licence and the requirements set out in Sections 6.1.3 to 6.1.6 of the *Transmission System Code*, approving its Transmission Connection Procedures.

APPLICATION

1. Wataynikaneyap Power GP Inc. (“Wataynikaneyap GP”) is an Ontario corporation and the general partner of Wataynikaneyap Power LP (“Wataynikaneyap LP”), an Ontario limited partnership. Wataynikaneyap GP on behalf of Wataynikaneyap LP (“WPLP” or the “Applicant”) holds an electricity transmission licence (ET-2015-0264) (the “Transmission Licence”) from the Ontario Energy Board (the “Board”).
2. As further discussed in the sections below, WPLP hereby requests:
 - a. approval on a final basis to use certain terms and conditions in a connection agreement with Hydro One Remote Communities Inc. (“HORCI”) other than those set forth in the form of connection agreement for load customers provided in Appendix 1 (Version A)

of the *Transmission System Code*, pursuant to subsection 70.1(3) of the *Ontario Energy Board Act* (the “Act”) and section 4.1.2 of the *Transmission System Code* (the “Code”);

- b. amendments to Schedule 2 of WPLP’s Transmission Licence to (i) extend certain Code exemptions and effective dates and (ii) provide an exemption from s. 6.2 of the Code, each pursuant to section 74 of the Act; and
- c. approval of WPLP’s Transmission Connection Procedures in accordance with Section 2(b) of WPLP’s Transmission Licence and the requirements set out in Sections 6.1.3 to 6.1.6 of the Code.

A. Modifications to Form of Transmission Connection Agreement for Load Customers

- 3. WPLP was established for the purposes of developing, constructing, owning and operating a new electricity transmission system, approximately 1744 km in total length, in northwestern Ontario (the “Transmission System”). On completion, the Transmission System will reinforce supply to Pickle Lake through a portion of the system referred to as the “Line to Pickle Lake”, and enable connection to the provincial electricity grid for 16 remote First Nation communities through portions of the system referred to as the “Remote Connection Lines” north of Pickle Lake and north of Red Lake.¹
- 4. The Transmission System is currently under construction and is being brought into service in stages over the 2022 to 2024 period. When completed in 2024, the Remote Connection Lines will supply service to 25 kV distribution systems that are or will be owned and operated by HORCI in each of the connecting First Nation communities. HORCI’s distribution systems in two of the connecting First Nation communities – North Caribou Lake and Kingfisher Lake – were connected to WPLP’s Transmission System in 2022.
- 5. The connection of WPLP’s Transmission System to HORCI’s distribution system in a third connecting community – Pikangikum First Nation – was previously scheduled to occur in August 2022. Due to complications in certain testing and commissioning activities between

¹ The Transmission Project is designed to permit the potential future connection of a 17th community, McDowell Lake First Nation.

WPLP's Red Lake SS and Hydro One's Ear Falls TS, which were beyond WPLP's control, the connection of HORCI's distribution system to WPLP's Transmission System in Pikangikum First Nation is now expected in May 2023.²

6. WPLP is required by section 4.1.1 of the Code to enter into a connection agreement with HORCI in the form set out for load customers in Appendix 1 (Version A) of the Code (the "Standard Connection Agreement"). Pursuant to section 4.1.2 of the Code, WPLP may not enter into a connection agreement with a customer on terms and conditions other than those set out in the Standard Connection Agreement except as expressly contemplated in the Standard Connection Agreement or with the prior approval of the Board.
7. Due to certain unique aspects of WPLP's Transmission System, WPLP required modifications to several of the terms and conditions in the Standard Connection Agreement in the agreement it entered into with HORCI. None of those modifications fell within the scope of the amendments that the parties were permitted to make by mutual agreement under section 9 of the Standard Connection Agreement. As such, the Board's prior approval was required before WPLP could finalize and execute a connection agreement with HORCI.
8. In anticipation of the previously scheduled connection date for Pikangikum First Nation, WPLP requested approval from the OEB on June 30, 2022, for modifications to Section 3, Section 14, Schedule B and Schedule J of the Standard Connection Agreement (EB-2022-0199). WPLP requested that the OEB approve such requests on an interim basis to (a) allow WPLP and HORCI to give further consideration to the modified terms that should apply in place of Schedule J of the Standard Connection Agreement, and (b) to allow WPLP to further consider the approach to such modified terms in relation to WPLP's Transmission Connection Procedures, which were under development at that time.
9. In the Decision and Order of the OEB in EB-2022-0199, dated August 5, 2022, the OEB granted WPLP's requested modifications to Section 3, Schedule B and Schedule J of the Standard Connection Agreement for its connection agreement with HORCI, on an interim

² See EB-2022-0244.

basis. The OEB required WPLP to file a final version of the modified connection agreement, including in particular the further modifications required for Schedule J, by December 31, 2022. These requirements were also included in paragraph 4 of Schedule 2 of WPLP's Transmission Licence.

10. WPLP and HORCI have now developed appropriate modified terms for Schedule J. No changes to the modifications previously approved on an interim basis in respect of Section 3 or Schedule B are required.
11. WPLP is therefore requesting, by way of this application, approval from the Board on a final basis for the further modifications to Schedule J and for the modifications previously approved on an interim basis in EB-2022-0199 in respect of Section 3 and Schedule B. WPLP's requested further modifications to Schedule J of the Standard Connection Agreement are set out in **Appendix 'A'**. These modifications will only apply to the connection agreement that WPLP enters into with HORCI in respect of the remote First Nation communities.
12. The specific modifications to Schedule J of the Standard Connection Agreement, as requested by WPLP, consist of:
 - a. removing specific provisions related to bypass compensation because WPLP's transmission connection facilities have been developed, designed and constructed to meet the capacity requirements of the connecting First Nation communities for the foreseeable future, under a unique funding and rate recovery framework. Since there may be circumstances in which bypassing connection facilities may be warranted in the future, the replacement language would preserve HORCI's ability to notify WPLP of an intent to bypass connection facilities, and would obligate the parties to address bypass compensation in such scenarios in consideration of both the standard framework under the Code, and WPLP's unique funding and rate-setting circumstances;
 - b. acknowledging that the connection of HORCI's distribution systems to WPLP's Transmission System is not subject to the economic evaluation framework under the

Code and removing or modifying provisions related to contracted capacity and true-ups for clarity; and

- c. replacing references to sections of the Code from which WPLP is exempt with references to WPLP's Transmission Connection Procedures (for which it seeks OEB approval as part of this application) in order to ensure that WPLP's Transmission Connection Agreement with HORCI is consistent with its Transmission Licence and Transmission Connection Procedures.
13. The further modifications to Schedule J of the Standard Connection Agreement as requested herein are made with the concurrence of HORCI. A letter from HORCI confirming its support for these further modifications is attached hereto at **Appendix 'B'**.
14. Consistent with the approach taken in the Decision and Order of the OEB dated August 5, 2022 (EB-2022-0199), WPLP requests that Section 4 of Schedule 2 of its Transmission Licence be amended in the manner shown in **Appendix 'C'** to reflect the OEB's approval of the modifications to the Standard Connection Agreement requested in this application and set out above, on a final basis.

B. Amendments to Transmission Licence to Extend Code Exemptions

15. WPLP is requesting that the OEB amend Schedule 2 of its Transmission Licence (ET-2015-0264) by changing the expiration dates of certain Code exemptions set out in Sections 2(a) and 3, and the effective date for WPLP's Transmission Connection Procedures set out in Section 2(b). The specific amendments requested by WPLP are set out in **Appendix 'C'**. Descriptions of these amendments and the associated rationale are described below.
16. As set out in Schedule 2 of its Transmission Licence, WPLP is currently exempt from certain sections of the Code and the OEB's Electricity Reporting and Record Keeping Requirements based on the following conditions:
- a. Section 2(a) of Schedule 2 of the Transmission Licence exempts WPLP from the application of the sections of the Code set out in Section 1 of that Schedule until the earlier of the date on which all facilities listed in Schedule 1 of the Transmission

- Licence are placed in service and December 31, 2023. Section 1 provides that, in relation to the Remote Connection Lines extending north from Red Lake and north from Pickle Lake (but not in relation to the Line to Pickle Lake), WPLP is exempted from all sections of the Code relating to connection procedures, including but not limited to 6.1.8, 6.2 and 6.4, as well as all sections relating to customer capital contributions for connection facilities and cost responsibility, including but not limited to 6.1.2, 6.3.1, 6.5.2 and 6.9.
- b. Section 2(b) of Schedule 2 of the Transmission Licence provides that WPLP must file Transmission Connection Procedures with the OEB by December 31, 2022 and that the Transmission Connection Procedures will be effective as of the date on which all of the facilities listed in Schedule 1 of the licence are placed in service, or January 1, 2024, whichever is earlier.
- c. Section 3 of Schedule 2 of the Transmission Licence exempts WPLP from Sections 3.1.1 through 3.1.4, inclusive, of the OEB's Electricity Reporting and Record Keeping Requirements for the 2019 to 2023 reporting periods, therefore requiring WPLP to commence reporting under such sections in 2025 in respect of the 2024 reporting period.
17. WPLP's schedule for connecting the remote First Nation communities to its transmission system has been extended into 2024 as a result of construction delays due to factors that include the COVID-19 pandemic, forest fires and access issues. The current schedule is as follows:

First Nation	Connection Date
<i>Currently Connected</i>	
Pikangikum First Nation (44 kV Distribution)	December 2018
North Caribou Lake First Nation	October 2022
Kingfisher Lake First Nation	November 2022
<i>2023 Forecast Connections</i>	
Pikangikum First Nation (44 kV to 115 kV Conversion)	May 2023
Wunnumin Lake First Nation	May 2023
Muskrat Dam First Nation	June 2023
Bearskin Lake First Nation	July 2023

Wawakapewin First Nation	July 2023
Kasabonika Lake First Nation	August 2023
2024 Forecast Connections	
Poplar Hill First Nation	April 2024
Kitchnuhmaykoosib Inninuwig	April 2024
Wapekeka First Nation	April 2024
Sachigo Lake First Nation	May 2024
Deer Lake First Nation	May 2024
Sandy Lake First Nation	June 2024
North Spirit Lake First Nation	July 2024
Keewaywin First Nation	August 2024

18. Due to WPLP's extended project construction and in-service schedule, the exemptions under Sections 2(a), 2(b) and 3 of Schedule 2 of WPLP's Transmission Licence are no longer aligned with the construction period as originally anticipated. To maintain the intended effect of these exemptions while reflecting the current construction and in-service schedule for the project, WPLP is therefore requesting that:

- a. the exemptions set out in Section 2(a) of Schedule 2 of its Transmission Licence be extended from December 31, 2023 to December 31, 2024;
- b. the effective date for the Transmission Connection Procedures referred to in Section 2(b) of Schedule 2 of its Transmission Licence (which WPLP is filing under Part C of the current application) be amended to the later of September 1, 2024 and the date all facilities are placed into service; and
- c. the exemptions set out in Section 3 of Schedule 2 of its Transmission Licence be extended so that WPLP would not be required to comply with the relevant reporting and record keeping requirements for the 2019 to 2024 reporting periods and would therefore commence reporting in 2026 in respect of the 2025 reporting period.

C. Approval of Transmission Connection Procedures and Amendments to Transmission Licence for Code Exemption

19. Pursuant to Sections 6.1.3 to 6.1.6 of the Code, WPLP, as an electricity transmitter, is required to file Transmission Connection Procedures with the OEB for processing requests

to connect to its Transmission System or to modify connections to its Transmission System. WPLP's Transmission Licence requires that WPLP file its Transmission Connection Procedures for the OEB's approval by December 31, 2022.

20. WPLP therefore requests that the OEB approve WPLP's Transmission Connection Procedures, a copy of which is provided in **Appendix 'D'**.
21. Pursuant to Section 6.2 of the Code, WPLP, as an electricity transmitter, is required to establish an available capacity procedure in its Transmission Connection Procedures and meet the requirements set out in that section in respect of assigning available capacity to load customers.
22. In developing its Transmission Connection Procedures, WPLP identified that assigning available capacity to HORCI for connecting First Nations should be prioritized over other load customer connections and that such prioritization should include assigning available capacity based on load forecasts as opposed to historical demand. WPLP determined that this is required to ensure it is able to meet its requirement to provide reliable power, with the capacity available, to meet the needs of the connecting First Nations. These procedures are set out in Procedure P2, Section 2.2 of WPLP's Transmission Connection Procedures.
23. WPLP therefore requests that its Transmission Licence be amended in the manner shown in **Appendix 'C'** to provide a permanent exemption from Section 6.2 of the Code to allow WPLP to:
 - a. assign available capacity to HORCI in respect of connecting First Nations on a priority basis over other load customer connections; and
 - b. assign available capacity to HORCI in respect of connecting First Nations based on load forecasts rather than historical demand.

D. Requested Timing and Service

24. WPLP requests that the Board approve (a) the modifications to the Standard Connection Agreement, (b) the amendments to its Transmission Licence, and (c) the Transmission Connection Procedures, by April 30, 2023.

25. WPLP requests that copies of all documents filed with or issued by the OEB in connection with this Application be served on the Applicant and its counsel as follows:

Applicant:

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Vice President – Finance and CFO
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Applicant's Counsel:

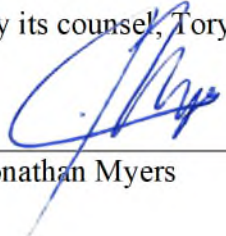
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26. WPLP requests that the Board proceed without a hearing, pursuant to Section 6(4) of the Act.

Dated at Toronto, Ontario, this 16th day of December, 2022.

**WATAYNIKANEYAP POWER GP INC.
on behalf of WATAYNIKANEYAP POWER LP**

By its counsel, Torys LLP



Jonathan Myers

Appendix 'A'

Further Modifications to Connection Agreement with HORCI

Schedule J

[Delete existing section J.2 and onward, and replace with the following:]

J.2 BYPASS

- J.2.1. The Customer shall give the Transmitter no less than one years' notice of the Customer's intention to bypass the connection facilities of the Transmitter.
- J.2.2. In the event that the Customer notifies the Transmitter of an intent to bypass the connection facilities of the Transmitter in accordance with section J.2.1, the Parties shall co-operate in developing an appropriate bypass compensation framework, having regard to the bypass compensation provisions of the Code, adapted as required to consider the unique funding and rate-setting framework associated with the Transmitter's transmission facilities. If the Parties are unable to agree on an appropriate bypass compensation framework, any unsettled issues shall be submitted to the Board for resolution.

J.3 LOAD FORECAST AND CHANGES IN LOAD

- J.3.1 The Customer and the Transmitter acknowledge that load forecasts have been exchanged between the Parties prior to the execution of this Agreement and that such load forecasts do not form part of an economic evaluation in relation to the connection of the Customer's facilities.
- J.3.2 The Customer shall, no later than October 1st of each year, notify the Transmitter of any anticipated material increase or decrease in:
- (a) the Customer's load in relation to each connection point during the following year; and
 - (b) the Customer's summer peak demand or winter peak demand for each Delivery Point (as defined in Schedule B).
- J.3.3 Where the Customer provides a load forecast for any purpose under this Agreement, the Customer shall ensure that the load forecast is as accurate as possible and reflects, where applicable, reductions in load that are reasonably expected to result from embedded renewable generation (determined in accordance with section 11.1 of the Code), energy conservation, energy efficiency or load management.

J.4 ASSIGNED CAPACITY

- J.4.1 The Customer's assigned capacity on each applicable connection facility shall be determined in accordance with the Transmitter's Board-approved connection procedures referred to in section 6.1.4 of the Code and shall be recorded by the Parties

in Attachment J2. The Parties shall update that table from time to time as may be required, and may do so by having the Transmitter post updated versions of the table on a website dedicated to the Customer.

- J.4.2 The Parties agree that the contracted capacity provisions in Section 6.2.3 of the Code are not applicable to the connection of the Customer's facilities to the Transmitter's transmission facilities.
- J.4.3 Where, after the date of coming into force of this Agreement, the Customer requires capacity on the Transmitter's connection facility to serve load that is new load as determined in accordance with section 3.0.3 of the Code, it shall so notify the Transmitter. Provided that there is available capacity on the applicable connection facility and subject to section J.4.4, the Transmitter shall assign the required capacity to the Customer.
- J.4.4 Where the Customer's request for additional capacity on the Transmitter's connection facility under section J.4.3 triggers the implementation of the Transmitter's Board-approved available capacity procedure referred to in section 6.2.11 of the Code, any assignment of available capacity to the Customer shall be determined in accordance with that procedure.
- J.4.5 Subject to section J.4.6, where the Transmitter has assigned capacity on a connection facility to the Customer under section J.4.3 and the Customer has not taken up that additional capacity within one year of the assignment, the Transmitter shall cancel that assignment.
- J.4.6 Where the circumstances warrant, the Customer may request an extension of the one-year period referred to in section J.4.5, and the Transmitter shall not unreasonably deny such request. Any dispute arising between the Parties in relation to the extension of such one-year period shall be submitted to the Board for resolution.
- J.4.7 Capacity on a connection facility that has been assigned to the Customer shall not be reassigned:
- (a) by the Transmitter without the consent of the Customer except in accordance with the Code; or
 - (b) by the Customer except in connection with a change in ownership of the Customer's facilities.

The Transmitter shall, at the request of the Customer, reassign the Customer's assigned capacity on a connection facility to reflect a change in ownership of the Customer's facilities.

- J.4.8 Capacity on a connection facility that has been assigned to the Customer shall not be cancelled by the Transmitter without the consent of the Customer except in accordance

with section J.4.5.

- J.4.9 The Customer shall provide such information and assistance as the Transmitter may reasonably require in relation to the conduct by the Transmitter of an expansion study under section 6.2.14 of the Code.

J.5 TRUE-UPS

- J.5.1 The Parties agree that the true-up provisions in Section 6.5 of the Code are not applicable to the connection of the Customer's facilities to the Transmitter's transmission facilities.

Attachment J1

Customer's Assigned Capacity (as required by section J.4.1 of Schedule J)

J1.1.1. The Parties shall record the Customer's assigned capacity from time to time as required using the following table or using such other table as the Parties may agree.

Tariff Delivery Point	Supply Voltage (kV)	Tx Connection Point Number	Tx Connection Point	Customer's Assigned Capacity (MW)	Effective Assignment Date	Requested Change in Capacity (MW)	Reservation Dates

[For ease of review, WPLP has included a track changes version of the modifications made to Schedule J of the Standard Connection Agreement.]

J.2 BYPASS

~~J.2.1. Where the Customer disconnects its facilities from the Transmitter's connection facilities in the circumstances described in section 11.2.1 of the Code, the Customer shall pay bypass compensation to the Transmitter, determined in accordance with section 11.2.1 of the Code.~~

~~J.2.2. The Customer may:~~

- ~~(a) disconnect its facilities from the Transmitter's connection facilities for the purpose of subsequently connecting its facilities to its own connection facilities or to connection facilities owned by a person other than the Transmitter; or~~
- ~~(b) transfer load from the Transmitter's connection facilities to its own connection facilities or to connection facilities owned by a person other than the Transmitter.~~

~~In such a case and unless section J.2.3 or section 6.7.8 of the Code applies, the Customer shall pay bypass compensation to the Transmitter, determined in accordance with section 6.7.7 of the Code.~~

~~J.2.3. The Customer shall not be required to pay bypass compensation under section J.2.2 in relation to any load that is transferred by the Customer to its own connection facilities or to connection facilities owned by a person other than the Transmitter that:~~

- ~~(a) would, if it remained on the Transmitter's connection facilities, overload those facilities beyond their normal supply capacity as determined in accordance with the Board-approved procedure referred to in section 6.2.7 of the Code or, in the absence of such Board-approved procedure, in accordance with section 6.1.8 of the Code; or~~
- ~~(b) is new load, determined in accordance with section 3.0.3 of the Code.~~

~~J.2.4. Notwithstanding any other provision of this Schedule J, in no event shall the Transmitter require the Customer to pay any bypass compensation for any reduction in the Customer's load served by the Transmitter's connection facilities that the Customer has demonstrated to the reasonable satisfaction of the Transmitter (such as by means of an energy study or audit) has resulted from embedded renewable generation (determined in accordance with section 11.1 of the Code), energy conservation, energy efficiency or load management.~~

J.2.1. ~~J.2.5.~~ The Customer shall give the Transmitter no less than one years' notice of the Customer's intention to bypass the connection facilities of the Transmitter.

J.2.2. In the event that the Customer notifies the Transmitter of an intent to bypass the connection facilities of the Transmitter in accordance with section J.2.1, the Parties shall co-operate in developing an appropriate bypass compensation framework, having regard to the bypass compensation provisions of the Code, adapted as required to consider the unique funding and rate-setting framework associated with the Transmitter's transmission facilities. If the Parties are unable to agree on an appropriate bypass compensation framework, any unsettled issues shall be submitted to the Board for resolution.

J.3 LOAD FORECAST AND CHANGES IN LOAD

J.3.1 ~~Where~~The Customer and the Transmitter acknowledge that load forecasts have been exchanged between the Parties prior to the execution of this Agreement and that such load forecasts do not form part of an economic evaluation ~~was conducted~~ in relation to the connection of the Customer's facilities, ~~the following shall be set out in Attachment J1:~~

~~(a) the load forecast provided by the Customer that was used for the purposes of that economic evaluation; and~~

~~(b) the Customer's load shape provided by the Customer, in such detail as to enable the Transmitter to appropriately assess the Customer's system requirements.~~

- J.3.2 The Customer shall, no later than October 1st of each year, notify the Transmitter of any anticipated material increase or decrease in:
- (a) the Customer's load in relation to each connection point during the following year; and
 - (b) the Customer's summer peak demand or winter peak demand for each Delivery Point (as defined in Schedule B).

~~This obligation applies regardless of whether section J.3.1 applies in respect of the Customer. Where this section applies by virtue of the application of section 3.0.7 of the Code, the Customer shall not be required to comply with this obligation until October 1st of the calendar year that commences after the Code revision date.~~

- J.3.3 Where the Customer provides a load forecast for any purpose under this Agreement, the Customer shall ensure that the load forecast is as accurate as possible and reflects, where applicable, reductions in load that are reasonably expected to result from embedded renewable generation (determined in accordance with section 11.1 of the Code), energy conservation, energy efficiency or load management.

J.4 ASSIGNED CAPACITY

- J.4.1 The Customer's assigned capacity on each applicable connection facility shall be determined in accordance with the Transmitter's Board-approved connection procedures referred to in section ~~6.2.2~~6.1.4 of the Code and shall be recorded by the Parties in Attachment J2. The Parties shall update that table from time to time as may be required, and may do so by having the Transmitter post updated versions of the table on a website dedicated to the Customer.

- J.4.2 The ~~Customer's~~Parties agree that the contracted capacity ~~on each~~provisions in Section 6.2.3 of the Code are not applicable to the connection ~~facility shall be determined in accordance with section 6.2.3 of the Code~~of the Customer's facilities to the Transmitter's transmission facilities.

- J.4.3 Where, after the date of coming into force of this Agreement, the Customer requires capacity on the Transmitter's connection facility to serve load that is new load as determined in accordance with section 3.0.3 of the Code, it shall so notify the Transmitter. Provided that there is available capacity on the applicable connection facility and subject to section J.4.4, the Transmitter shall assign the required capacity to the Customer.

J.4.4 Where the Customer's request for additional capacity on the Transmitter's connection facility under section J.4.3 triggers the implementation of the Transmitter's Board-approved available capacity procedure referred to in section 6.2.11 of the Code, any assignment of available capacity to the Customer shall be determined in accordance with that procedure ~~or, in the absence of such Board-approved procedure, in accordance with section 6.1.8 of the Code.~~

J.4.5 Subject to section J.4.6, where the Transmitter has assigned capacity on a connection facility to the Customer under section J.4.3 and the Customer has not taken up that additional capacity within one year of the assignment, the Transmitter shall cancel that assignment.

J.4.6 Where the circumstances warrant, the Customer may request an extension of the one- year period referred to in section J.4.5, and the Transmitter shall not unreasonably deny such request. Any dispute arising between the Parties in relation to the extension of such one-year period shall be submitted to the Board for resolution.

J.4.7 Capacity on a connection facility that has been assigned to the Customer shall not be reassigned:

- (a) by the Transmitter without the consent of the Customer except in accordance with the Code; or
- (b) by the Customer except in connection with a change in ownership of the Customer's facilities.

The Transmitter shall, at the request of the Customer, reassign the Customer's assigned capacity on a connection facility to reflect a change in ownership of the Customer's facilities.

J.4.8 Capacity on a connection facility that has been assigned to the Customer shall not be cancelled by the Transmitter without the consent of the Customer except in accordance with section J.4.5.

J.4.9 The Customer shall provide such information and assistance as the Transmitter may reasonably require in relation to the conduct by the Transmitter of an expansion study under section 6.2.14 of the Code.

J.5 TRUE-UPS

~~J.5.1 The Transmitter shall carry out true-up calculations in accordance with section 6.5 of the Code.~~

- ~~J.5.2~~ For the purposes of enabling the Transmitter to carry out a true-up calculation referred to in section J.5.1, the Customer shall provide the Transmitter with an updated load forecast. The Parties shall amend Attachment J1 to reflect that updated load forecast.
- ~~J.5.3~~ Where the Customer voluntarily and permanently disconnects any facilities from the Transmitter's facilities prior to the last applicable true-up point determined in accordance with section 6.5.3 of the Code, the transmitter shall at the time of disconnection carry out a final true-up calculation as required by section 6.5.11 of the Code.
- ~~J.5.4~~ Where the Transmitter has carried out a true-up calculation under section J.5.1 or J.5.3:
- J.5.1 (a) the Customer shall make a payment to the Transmitter where the results of the true-up calculation so require as set out in section 6.5.6 or 6.5.11 The Parties agree that the true-up provisions in Section 6.5 of the Code; or
- (b) ~~the Transmitter shall credit or rebate an amount to the Customer where the results of the true-up calculation so require as set out in section 6.5.7 or 6.5.11 of the Code~~ are not applicable to the connection of the Customer's facilities to the Transmitter's transmission facilities.

Attachment J1

~~Customer's Load Forecast and Load Shape~~ (as required by section J.3.1 of Schedule J)

~~{To be completed by the Parties}~~

~~Attachment J2~~

Customer's Assigned Capacity (as required by section J.4.1 of Schedule J)

~~J2.1.1~~ J1.1.1 The Parties shall record the Customer's assigned capacity from time to time as-required using the following table or using such other table as the Parties may agree.

[illegible]

Appendix 'B'

Letter of Support from HORCI



**Hydro One
Remote Communities Inc.**
680 Beaverhall Place
Thunder Bay, ON P7E 6G9



Partners in Powerful Communities

BY EMAIL

December 16, 2022

Wataynikaneyap Power PM Inc.
c/o Fortis Ontario Inc.
PO Box 1218, 1130 Bertie Street
Fort Erie, Ontario L2A 5Y2

Attention: Mr. Greg Beharriell
Director, Operations and Engineering

Re: Application by Wataynikaneyap Power LP for Approval to Use Modified Terms and Conditions in its Connection Agreement with Hydro One Remote Communities Inc.

Dear Mr. Beharriell:

As you are aware, Hydro One Remote Communities Inc. (“**Hydro One Remotes**”) is committed to working with Wataynikaneyap Power LP (“**WPLP**”) and other stakeholders in support of WPLP’s transmission project. During this process, both parties identified and considered the need for modifications to certain of the standard terms and conditions in the Board’s form of transmission connection agreement for load customers (Appendix 1, Version A of the Transmission System Code) (the “**TCA**”). As per our June 30, 2022 letter of support, Hydro One Remotes has reviewed and provided input into WPLP’s proposed modifications to Schedule J of the TCA and agrees with Watay’s proposed modifications.

As always, we are also committed to working in a co-operative manner and continuing to work with WPLP on this exciting project. Should you have any further questions or concerns, please do not hesitate to reach out.

Sincerely,

Kevin Mann
Director
Hydro One Remote Communities Inc.

cc Naomi Martin, Hydro One

Appendix 'C'

Amendments to WPLP's Transmission Licence

Section 2(a) of Schedule 2

[Amend existing Section 2(a), as follows:]

- a) The exemptions expire on the date on which all of the facilities listed in Schedule 1 are placed in service, or December 31, ~~2024~~2023, whichever is earlier;

Section 2(b) of Schedule 2

[Amend existing Section 2(b), as follows:]

- b) The Licensee shall file Customer Connection Procedures with the OEB by December 31, 2022. These Procedures shall be effective on the ~~later of September 1, 2024 and~~ the date on which all of the facilities listed in Schedule 1 are placed in service, ~~or January 1, 2024, whichever is earlier;~~

Section 3 of Schedule 2

[Amend existing Section 3, as follows:]

3. The Licensee is exempt from Sections 3.1.1 through 3.1.4, inclusive, of the Electricity Reporting and Record Keeping Requirements. This exemption applies in respect of the 2019 to ~~2024~~2023 reporting periods. The Licensee shall commence reporting under Sections 3.1.1 through 3.1.4 of the Electricity Reporting and Record Keeping Requirements in ~~2026~~2025 in respect of the ~~2025~~2024 reporting period.

Section 4 of Schedule 2

[Amend existing Section 4, as follows:]

4. ~~Pending final approval of the Board, the~~ **The** Licensee may, for the purpose of entering a connection agreement with Hydro One Remote Communities Inc., modify the standard form of connection agreement for load customers set out in Appendix 1 (Version A) of the Transmission System Code in the manner approved on ~~a final an~~ **a final** ~~interim~~ basis in the Decision and Order of the Board dated *[insert dated of OEB's approval]* (*[insert OEB file number]*). ~~The Licensee shall apply to the Board for final approval of its proposed modifications to the standard form of connection agreement by December 31, 2022.~~

Section 5 of Schedule 2

[Include new Section 5, as follows:]

5. **The Licensee is exempt from Section 6.2 of the Transmission System Code, but only to the extent required to:**

- a) assign available capacity to Hydro One Remote Communities Inc. in respect of connecting First Nations on a priority basis over other load customer connections; and
- b) assign available capacity to Hydro One Remote Communities Inc. in respect of connecting First Nations based on load forecasts rather than historical demand.

Appendix 'D'

WPLP's Transmission Connection Procedures

Wataynikaneyap Power LP

Transmission Connection Procedures

[■, 2024]¹

Wataynikaneyap Power LP, by its general partner Wataynikaneyap Power GP Inc. (together, "WPLP"), advises that this document reflects the Transmission System Code as amended by the Ontario Energy Board up to and including on December 18, 2018; however, the provisions contained herein are subject to change and may be revised to reflect any applicable decision or order rendered by the Ontario Energy Board, including any further amendments that may be made to the Transmission System Code.

¹ NTD: Per ET-2015-0264, Schedule 2, Section 2(b), the TCP shall be effective on the date on which all of the facilities listed in Schedule 1 of that licence are placed in service, or January 1, 2024, whichever is earlier. Subject to approval of WPLP's application to amend the transmission licence (including this effective date), filed concurrently with the TCP, the TCP would be effective on the date that is the later of September 1, 2024 and the date all facilities are placed into service.

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Introduction

About the transmitter

As an OEB licensed transmitter (licence ET-2015-0264), WPLP was established for the purposes of developing, constructing, owning and operating a new electricity transmission system in northwestern Ontario to reinforce the transmission system in that region and enable connections of remote First Nation communities to the provincial electricity grid (the “Transmission Project”).

WPLP is a limited partnership between First Nation LP, whose partnership interests are held directly by 24 participating First Nations in equal shares, and Fortis (WP) LP, whose partnership interests are held by Fortis Inc. and indirectly by Algonquin Power & Utilities Corp. Of the 24 participating First Nations, 16 **[have been]** connected to WPLP's transmission system between 2022 and 2024.² These 16 First Nations are listed in Schedule 1 of WPLP's Electricity Transmission Licence ET-2015-0264 (“Remote First Nations”).

The participating First Nations have been instrumental in the development of WPLP's transmission system, and are uniquely qualified to support the ongoing engagement, communication and Indigenous participation activities that are necessary to ensure successful project execution, construction and ongoing operation of the transmission system. WPLP aims to provide reliable and accessible power to residents, businesses, and industry in the region, while realizing opportunities for First Nations.

In developing its transmission system, WPLP is guided by the following principles:

- Respect for the First Nations' lands, rights and principles, way of life on the land and as part of the land, and land sharing protocols;
- Minimizing adverse environmental impacts, including impacts and disturbances to: the First Nation lands; hunting, trapping, fishing and harvesting activities thereon; and any sacred sites, gathering sites and harvesting sites;
- Respecting confidentiality and complying with any conditions of use for any Traditional Land and Resource Use information provided by the communities, including intellectual property; and
- Maintaining decision-making and ownership, as well as receipt of benefits from the transmission system, by the First Nation communities.

² WPLP's transmission system is designed to connect a 17th First Nation (McDowell Lake First Nation) at a future date.

Purpose & structure of TCP

WPLP's Transmission Connection Procedures ("TCP") have been developed to meet the requirements of the Ontario Energy Board's (the "Board" or the "OEB") Transmission System Code (the "Code"), last revised December 18, 2018, which requirements are outlined in Section 6 (Customer Connections) of the Code.

This TCP document applies to the processing of requests from customers (the "Connection Applicants") for a new connection or for a modification to an existing connection to WPLP's transmission system. In particular, the TCP describes WPLP's customer connection process and addresses the requirements listed in Section 6.1.4 of the Code. Those requirements specify that a transmitter's connection procedures shall include:

- (a) a Total Normal Supply Capacity Procedure;
- (b) an Available Capacity Procedure;
- (c) a Security Deposit Procedure;
- (d) a Customer Impact Assessment Procedure;
- (e) an Economic Evaluation Procedure;
- (f) a Contestability Procedure;
- (g) a Reconnection Procedure;
- (h) a Dispute Resolution Procedure;
- (i) an obligation on the transmitter to provide a customer with the most recent version of the Regional Infrastructure Plan or Integrated Regional Resource Plan referred to in Section 3C of the Code, if any, that covers the applicable portion of its transmission system;
- (j) a schedule of all charges and fees that may be charged by the transmitter and that are not covered by the transmitter's Rate Order; and
- (k) reasonable timelines within which activities covered by the procedures referred to in paragraphs (a) to (g) and (i) must be completed by the transmitter or the customer, as applicable, including typical construction time for facilities.

In addition, these procedures are consistent with and complementary to the IESO's Market Rules and market procedures as they relate to transmission connections.

The IESO's Customer Assessment and Approval ("CAA") process is documented in its Market Manual 1: Part 1.4: Connection Assessment and Approval, which can be found on the IESO website at www.ieso.ca. The IESO's CAA process is a separate process from WPLP's TCP; however, WPLP works closely with the IESO on customer connections. Although the IESO process is briefly noted below in Process Step 2, it is for information only and Connection Applicants should refer to the IESO's current CAA process documentation.

The Connection Applicant must apply directly to the IESO and the IESO will generally involve the transmitter in the CAA process. However, **it is important for the Connection Applicant to register with WPLP by completing a Customer Connection Application** in order to ensure compliance with the Market Rules and the Code, to estimate the transmitter's cost and to schedule the transmitter resources needed to complete the connection to WPLP's transmission system.

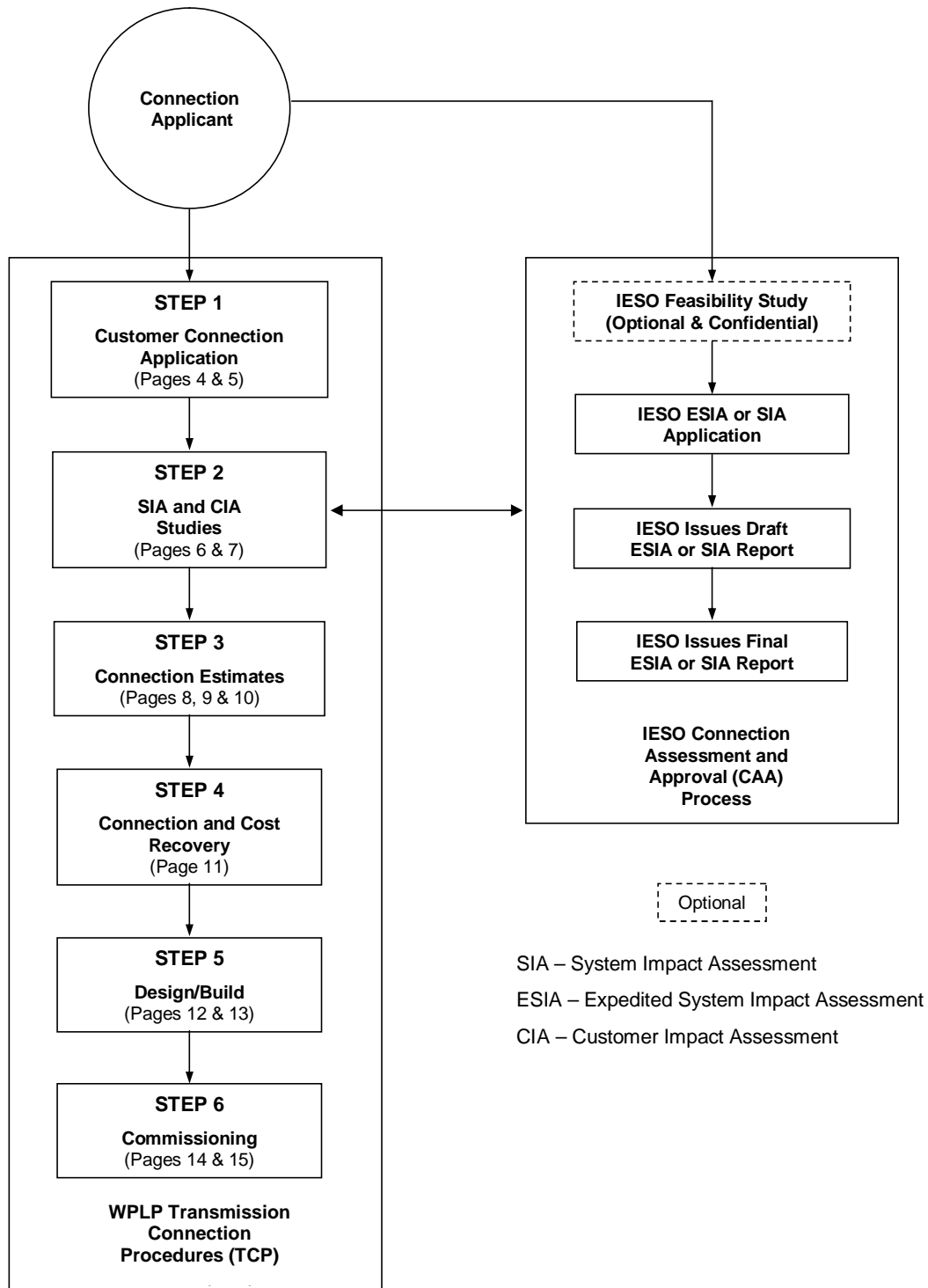
WPLP – Transmission Connection Procedures

Each Connection Applicant is solely responsible for engaging with First Nations in respect of their proposed connection project, including to determine and follow the applicable protocols for information sharing and meaningful community engagement. Such engagement processes are beyond the scope of this TCP document and are separate and distinct from the Connection Applicant's interaction with WPLP under the TCP. WPLP shall at no time be obligated to carry out engagement with First Nations on the Connection Applicant's behalf or perform any activities beyond the scope contemplated by this TCP document and applicable regulatory requirements.

WPLP's customer connection process is outlined in Flowchart 1 on the next page. This TCP document, upon approval by the OEB, will be available on WPLP's website at <https://www.wataypower.ca>.

Capitalized terms in this document that are not defined herein shall have the meaning ascribed to them in the Code or the IESO's Market Rules or Market Manuals, as applicable.

FLOWCHART 1 – WPLP’s CUSTOMER CONNECTION PROCESS



1 Step 1 – Customer Connection Application

1.1 Introduction

The Connection Applicant will complete WPLP's Customer Connection Application Form to initiate the transmission connection process with WPLP. A single consultation meeting between WPLP and the Connection Applicant, at no cost to the Connection Applicant, will occur to clarify the scope of the project and to provide the Connection Applicant with relevant information including the following:

- a single line diagram illustrating the transmission facilities in the area;
- equipment ratings and their available capacity to incorporate the proposed connection (taking into account the need to maintain adequate transmission capacity for the connection and future load growth of the Remote Communities, as described below in TCP – Procedure P2);
- information on approved transmission projects in the area that may impact the connection;
- an assessment of whether the proposed connection materially impacts WPLP's transmission system based on IESO criteria for an Expedited System Impact Assessment; and
- an overview of WPLP's TCP.

At or following the consultation meeting, WPLP will not provide any opinion or information on:

- site assessment;
- detailed cost estimates;
- commitment on constructability; or
- commitment to cost or in-service date.

1.2 Customer Connection Application Procedure

- 1.2.1 The Connection Applicant may request a new or modified connection to WPLP's transmission system by carrying out the procedure herein. The Customer Connection Application Form can be downloaded from WPLP's website <https://www.wataypower.ca>.
- 1.2.2 The Connection Applicant will complete the Customer Connection Application to provide WPLP with initial information about their requested new or modified facilities prior to the consultation meeting.
- 1.2.3 WPLP and the Connection Applicant will meet to discuss the Customer Connection Application as outlined in section 1.1 above. WPLP will be prepared to discuss the transmission system in the vicinity of the proposed connection, to identify any issues related to the Connection Applicant's proposal and to provide the Connection Applicant with information on any pertinent transmission projects in the area. In addition, further to its obligation under section 6.1.4(i) of the Code, WPLP will provide the Connection Applicant with the most recent version of the Regional Infrastructure Plan or Integrated Regional Resource Plan referred to in section 3C of the Code, if any, that covers the applicable portion of the transmission system.

WPLP – Transmission Connection Procedures

- 1.2.4 The Connection Applicant shall provide missing information or clarification of submitted information to WPLP upon request. If specific information cannot be provided, WPLP may propose suitable typical values to be used in WPLP's TCP – Procedure P4 – Customer Impact Assessment. It is the responsibility of the Connection Applicant to ensure that its facility is designed and constructed in accordance with values that are acceptable to the transmitter and the IESO.
- 1.2.5 Following the consultation meeting, the Connection Applicant must inform WPLP in writing if the Connection Applicant wishes to proceed with WPLP's TCP – Step 2 – SIA and CIA Studies, or to modify or withdraw the Customer Connection Application.

2 Step 2 – SIA and CIA Studies

2.1 Introduction

The IESO's System Impact Assessment ("SIA") and WPLP's Customer Impact Assessment ("CIA") are linked in this step of WPLP's TCP. Some of the work WPLP performs is common to both assessments and the results of the SIA are an important input to the CIA process.

2.2 IESO System Impact Assessment ("SIA")

The Connection Applicant must apply to the IESO as described in the IESO's CAA process documented in the IESO's Market Manual 1: Part 1.4: Connection Assessment and Approval. This can be found on the IESO website at <https://www.ieso.ca/>.

The process consists of an optional (confidential) Feasibility Study and an Expedited System Impact Assessment ("ESIA") or an SIA. WPLP is involved in both the ESIA and SIA.

2.3 WPLP Customer Impact Assessment ("CIA")

Section 6.4 of the Code requires WPLP to carry out a CIA for any proposed new or modified connection:

- i. which is subject to the IESO's CAA process and requires an SIA; or
- ii. where WPLP determines that the proposed connection or modification may have an impact on existing customers.

If the IESO determines an ESIA (no formal study) is sufficient, then a CIA is not required unless WPLP determines there is a negative impact on the transmission system serving existing transmission customers. If a CIA is not performed, WPLP will be required to notify all customers in the vicinity of the connection, advising them of the proposed connection work and the fact that it has no negative impact on the transmission system, and that no specific CIA study will be completed.

The Connection Applicant is required to sign an SIA/CIA Agreement with WPLP before the SIA is conducted by the IESO. The SIA/CIA Agreement will cover WPLP's work associated with the IESO ESIA/SIA and the WPLP CIA, which will include determining the impact on short circuit levels, facility ratings, neighbouring customers and adequacy of the transmission system facilities at the connection point and in the vicinity.

WPLP will consult with the Connection Applicant regarding the timing for the CIA work. Generally, it is not advisable to proceed with the actual CIA work until after the final SIA report is issued by the IESO. In some cases, the Connection Applicant may request the CIA to be conducted after the IESO issues the draft SIA report. However, if the CIA needs to be revised because of revisions made in the final SIA report, WPLP will require additional time to revise the CIA report at the Connection Applicant's expense.

[Notwithstanding any other provision of this TCP and the Code, WPLP shall not be required to conduct CIAs in respect of the connection of any of the Remote Communities as contemplated in

WPLP – Transmission Connection Procedures

the Leave-to-Construct application (EB-2018-0190) and the IESO's scope report for the Transmission Project, given that CIA and SIA studies were previously completed by Hydro One Networks Inc. ("Hydro One") and the IESO, respectively, for the Transmission Project and the connection of the Remote Communities.][NTD: This language is needed only if not all remote communities are connected by the time these TCPs come into force, and will be deleted if the OEB approves WPLP's request to amend the effective date for these TCPs to be the later of September 1, 2024 and the date on which all of the facilities listed in Schedule 1 are placed in service.]

2.4 SIA and CIA Procedure

- 2.4.1 The Connection Applicant applies to the IESO as per the IESO CAA process and may request a confidential IESO Feasibility Study, an ESIA or an SIA. If a confidential Feasibility Study is requested, the IESO issues it to the Connection Applicant without involving WPLP.
- 2.4.2 The Connection Applicant requests WPLP to prepare an SIA/CIA Agreement which will allow WPLP to recover its costs associated with supporting the IESO's preparation of the SIA and WPLP's preparation of the CIA. WPLP will not invoice the IESO for any amounts attributable to WPLP carrying out studies related to the SIA as it relates to this section 2.4.2 and section 2.4.3.
- 2.4.3 WPLP and the Connection Applicant will execute an SIA/CIA Agreement to cover the following:
 - i. the SIA and CIA study scopes including schedule and reporting format;
 - ii. the provision of additional data that was not supplied with the Customer Connection Application submitted in Step 1;
 - iii. the SIA and CIA study estimated cost, deposit, invoicing and payment schedule and method;
 - iv. the deposit and payment of the study cost based on the payment schedule in the SIA/CIA Agreement; and
 - v. confidentiality and information sharing.
- 2.4.4 Connection Applicant proceeds with an IESO SIA or ESIA.
- 2.4.5 The IESO will issue a draft SIA report to the Connection Applicant with a copy to WPLP for review prior to finalizing the report.
- 2.4.6 The IESO issues a final ESIA or SIA report.
- 2.4.7 The Connection Applicant requests in writing that WPLP conduct the CIA as described in TCP – Procedure P4 – Customer Impact Assessment (CIA) Procedure and based on WPLP confirming the connection requires a CIA study.
- 2.4.8 The final SIA/CIA Agreement invoice is sent to the Connection Applicant. Connection Applicant remits final payment to the transmitter for completion of services.

3 Step 3 – Connection Estimates

3.1 Introduction

The Connection Estimates step provides the Connection Applicant with initial estimates (typically at +/- 20%) of the cost of WPLP's facilities required for connection, including an economic evaluation of the financial contribution requirements or cost sharing arrangement for the proposed incorporation of facilities as per section 3.2 below for Load Connections or as per section 3.3 below for Generator Connections. The transmission system requirements identified in the IESO SIA and WPLP CIA will be included in the estimate scope.

3.2 Load Connections

When a Load Connection Applicant requests a connection in writing from WPLP, WPLP shall provide (at no cost to the Connection Applicant) if required, a description of the work that is contestable and the work that is uncontestable as per TCP – Procedure P6 – Contestability Procedure (Load Customers), initial estimates of capital costs as per the Code section 6.6.2 (b) and the calculation of any capital contribution as per TCP – Procedure P5 – Economic Evaluation Procedure (Load Customers). Estimate preparation costs will be charged to Load Customers for preparation of subsequent estimates or to increase the estimate accuracy level from the initial estimate.

3.3 Generator Connections

When a Generator Connection Applicant requests a connection in writing from WPLP, WPLP will provide, at cost to the Connection Applicant, estimates of the capital cost of the new or modified connection to WPLP's transmitter-owned connection facilities. The Generator will pay for the fully allocated cost of the minimum design required to meet the Connection Applicant's needs as per the Code section 6.5.1 if the Connection Applicant proceeds with the connection.

Where WPLP constructs an enabler facility (as defined in section 2.0.28A of the Code), the cost to be attributed to generator customers (under the Code section 6.3.14A) shall be the fully allocated cost of the enabler facility, in accordance with the requirements of the Code section 6.5.1A.

3.4 Attribution of Costs to Network Pool

Where one or more customers triggers the need for a new or modified connection facility (whether a Load Connection Applicant or a Generator Connection Applicant) and the IESO undertakes an assessment at the request of WPLP that confirms the new or modified connection facility will also address a broader network system need, WPLP shall determine the proportional benefit and the related attribution of costs between the triggering customer(s), collectively, and the network pool. WPLP shall then attribute the collective triggering customer costs to each triggering customer(s). When this applies, WPLP shall apply to the Board for approval of the attribution of costs between the triggering customer(s) and the network pool. Where the Board approves a different attribution of costs, WPLP shall recalculate the capital contribution to be made by the triggering customer(s). (Code sections 6.3.18 and 6.3.18A)

3.5 Connection Estimate Procedure

- 3.5.1 The Connection Applicant may request in writing to WPLP that connection estimates be prepared and, for Load Connection Applicants, that the TCP – Procedure P5 – Economic Evaluation Procedure (Load Customer) be completed to determine the Capital Contribution required by the Connection Applicant.

In the written request, the Load Connection Applicant must indicate specifically what it is requesting to be estimated based on the following:

- i. WPLP will provide an estimate of costs to modify its existing connection facilities based on the Connection Applicant designing (based on WPLP specifications), constructing and owning the new or modified connection assets external to WPLP's existing facilities,

and/or
 - ii. WPLP will provide an estimate of costs based on WPLP designing, constructing and owning the connection assets with the Connection Applicant maintaining the right to do the detailed design and construction of all the contestable work if it so chooses and transferring the connection assets to WPLP.
- 3.5.2 WPLP will implement the TCP – Procedure P6 – Contestability Procedure (Load Customers) if the Load Connection Applicant requests estimates based on section 3.5.1 ii above to determine which work is contestable and which is uncontestable.
- 3.5.3 WPLP identifies the Connection Applicant information required to initiate preparation of connection estimates. The required information is identified below:
- i. connection requirements that describe proposed connection interface:
 - general arrangement and site plan;
 - single line diagram showing all equipment specifications, proposed connection to WPLP's system, protection elements and main isolating devices;
 - equipment, protection and operating philosophy and tripping matrix;
 - ii. estimate Scope of Work information requirements;
 - iii. estimate accuracy requirements – Note: Initial estimate accuracy is typically +/- 20%;
and
 - iv. high level project schedule indicating target in-service date.
- 3.5.4 A "Scope" meeting with the Connection Applicant is held to review / clarify the connection requirements, estimate scope of work, estimate accuracy level and to draft a Connection Estimate Agreement ("CEA") (developed based on the TCP Agreement Template). The Connection Applicant will provide an electronic copy of the electrical package / connection requirements identified in section 3.5.3 above at least five working days ahead of the "Scope" meeting.

WPLP – Transmission Connection Procedures

- 3.5.5 WPLP will review the Connection Applicant's submitted electrical package / connections requirements for the connection interface. If there are changes required to the connection interface, WPLP will convey the changes to the Connection Applicant who will make the changes and submit the revised electrical package / connection requirements.
- 3.5.6 WPLP will prepare the final CEA for signatures and submit it to the Connection Applicant for approval. This agreement describes scope of work, estimate accuracy and schedule of preparing the estimates plus any costs to be recovered from the Connection Applicant if applicable.
- 3.5.7 The Connection Applicant will return a signed copy of the final CEA to WPLP by the execution date and remit any required deposit in accordance with the final CEA. WPLP will then execute the final CEA by signing the agreement. Once executed, WPLP will undertake the work described in section 3.5.8.
- 3.5.8 WPLP will prepare the estimates for the cost of connection and network facilities associated with the new or modified connection. These estimates will be based on a planning specification developed by WPLP after review of the Customer's electrical design package, SIA and CIA.
- 3.5.9 WPLP will determine the cost responsibility for the new or modified connection facilities based on the applicable requirements of the Code section 6.3 for a Generator Connection Applicant, and based on the Code section 6.3 along with the TCP – Procedure P5 – Economic Evaluation Procedure (Load Customers) for a Load Connection Applicant.
- 3.5.10 WPLP submits to the Load Connection Applicant the connection estimate and/or capital contribution calculation – plus, if requested by a Load Connection Applicant, a description of what work is contestable and uncontestable to the Connection Applicant.
- 3.5.11 The Connection Applicant reviews the connection estimates and decides whether to proceed with the proposed connection project or whether additional project work or information is required. WPLP will provide any project revisions and additional information at the Connection Applicant's expense with the process starting again at section 3.5.1 in this step.
- 3.5.12 Subject to section 3.5.10 above, before proceeding with Step 4 of this TCP, a Load Connection Applicant must select one of the following three options (if not already selected) regarding the construction and ownership of the contestable elements of the new or modified connection facilities. Refer to TCP – Procedure P6 – Contestability Procedure (Load Customers) for responsibilities for technical design and construction requirements.
- i. WPLP built and owned (pool funded)
 - ii. Connection Applicant built and transferred to WPLP (pool funded)
 - iii. Connection Applicant built and owned (not pool funded)
- 3.5.13 The Load Connection Applicant indicates to WPLP in writing the option it selected in section 3.5.12 above. WPLP will then use the appropriate estimates as inputs to the TCP – Procedure P5 – Economic Evaluation Procedure (Load Customers) for determining the Load Connection Applicant's capital contribution.

WPLP – Transmission Connection Procedures

- 3.5.14 For a Generator Connection Applicant (other than in the circumstances of an enabler facility), the estimates will be used to calculate the fully allocated cost of the minimum design required to meet the Connection Applicant's needs as per the Code section 6.5.1, which the Generator Connection Applicant is required to pay. Where WPLP constructs an enabler facility (as defined in section 2.0.28A of the Code), the fully allocated cost of the enabler facility shall be attributed to generator customers (under the Code section 6.3.14A), in accordance with the requirements of the Code section 6.5.1A.
- 3.5.15 WPLP prepares and submits the final CEA invoice to the Connection Applicant where applicable. The Connection Applicant receives the final invoice and remits the final payment.

4 Step 4 – Connection and Cost Recovery

4.1 Introduction

This step involves negotiating a Connection and Cost Recovery Agreement (“CCRA”) to provide for the performance of and payment for connection work negotiating a Connection Agreement required under the Code and obtaining the necessary OEB, IESO, Environmental Assessment (“EA”), Ontario Electrical Safety Authority (“OESA”) and other authorities' approvals required for connection. Prior to proceeding with the CCRA procedures outlined in section 4.2 below, the following two pre-requisites must be satisfied:

- i. Conditional approval received from the IESO for the new or modified connection; and
- ii. Completion of Steps 1, 2 and 3 as outlined in Sections 1, 2 and 3 above.

4.2 CCRA Procedure:

- 4.2.1 The Connection Applicant requests to proceed with the new connection to the IESO-controlled grid or modification to an existing connection. The request shall be in writing including a statement from the Load Connection Applicant that confirms their choice as per Step 3 – Connection Estimates, Section 3.4.13.
- 4.2.2 Based on the agreed scope of work and costs, a CCRA is negotiated based on WPLP’s CCRA Template for Load Connection Applicants or for Generator Connection Applicants, as applicable. The CCRA documents the security deposit that is required based on the TCP – Procedure P3 – Security Deposit Procedure. The CCRA will also form the basis for amending an existing Connection Agreement or developing a new Connection Agreement with the Connection Applicant.
- 4.2.3 The Connection Applicant returns a signed copy of the CCRA to WPLP by the execution date including forwarding the security deposit to WPLP as specified in the CCRA. WPLP will then countersign the CCRA and return a fully executed copy to the Connection Applicant. Full execution of the CCRA, and the provision of any payments or deposits required thereunder, will allow WPLP to proceed with detailed design, ordering long lead time equipment and seeking necessary approvals, rights, permits and licences.
- 4.2.4 In accordance with the terms of the CCRA, the Connection Applicant and WPLP each acquire the necessary regulatory approvals and other permits and rights required for construction. These approvals, permits and rights may include, but are not limited to, EA approvals from the Ministry of the Environment, leave to construct approval from the OEB if required, ESA plan approvals, and easements/property rights.³
- 4.2.5 Modifications to the connection proposal that result from any regulatory permits or approvals or easements/property rights must be reviewed by the IESO and WPLP to assess

³ Required property rights may include land use approvals from impacted First Nations and Indigenous land users, pursuant to protocols identified by the First Nations.

whether the SIA requires an addendum, whether the CIA requires revision and/or whether the Connection Estimates require updating.

- 4.2.6 The Connection Agreement and associated schedules that must be completed are provided in the Code in Appendix 1 Version A – Form of Connection Agreement for Load Connection Applicants or Version B – Form of Connection Agreement for Generator Connection Applicants. It is noted that the Connection Agreement must be fully executed before the customer's facilities are commissioned and placed in-service.

5 Step 5 – Design & Build

5.1 Introduction

This is typically the longest stage in WPLP's TCP with its duration depending on the complexity of the project. Major activities include review/approval of Connection Applicant/WPLP connection design, drawings and work plan, acquisition of equipment, easements/property and actual design/build of Connection Applicant facilities, WPLP connection facilities and, if required, WPLP network facilities.

WPLP will normally contract the detailed design and construction of new or modified facilities through a competitive tendering process, although this stage may be undertaken by WPLP directly if the work on WPLP facilities does not entail significant work and/or the installation of significant new equipment.

5.2 Design & Build Procedure:

5.2.1 The Connection Applicant and WPLP award their respective work to their applicable contractors.

5.2.2 The details of the connection requirements, standards, milestones and deliverables are confirmed between the Connection Applicant and WPLP based on the CCRA. The connection interface requirements are especially critical, and agreement should be obtained on the detailed design, as soon as practical, on the following aspects:

- i. Interfaces (detailed specifications required)
 - line tap to station entrance structures
 - switchyard modifications including breaker upgrades, if required
 - protection changes to Transmitter' terminal stations and others
 - teleprotection
 - SCADA functionality and telemetry quantities
 - telecommunications
 - outage and other operations requirements
- ii. Interface Milestone Schedule
 - Establish milestones for agreed project interface activities and designate responsibilities. These milestones are to be incorporated into the overall project schedule and the CCRA dates should be confirmed or if necessary updated.

5.2.3 The Connection Applicant and WPLP proceed to the detailed design phase. The Connection Applicant prepares and submits the Connection Interface Documents in packages as described in detail in the CCRA. The Connection Applicant must ensure that all required documents for each package is provided in a complete and timely manner or the CCRA scheduled dates may have to be changed, as WPLP's review usually cannot begin until the receipt of all documents within a given package. Requests for review of documents provided by the Connection Applicant in partial packages will increase the Connection Applicant's costs for WPLP's design review. WPLP's target is to provide

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comments from the design review to the Connection Applicant within two weeks of receiving each complete document package.

- 5.2.4 Based on the comments from WPLP's design review, the Connection Applicant revises the affected Connection Interface Documents and submits revised documents to WPLP for final review before commissioning starts. The later in the project the revised documents are sent for WPLP's final review, the more likely changes will be required during the construction of the facilities as a result of any further WPLP comments.
- 5.2.5 The applicable contractors for the Connection Applicant and for WPLP procure the necessary equipment and materials, obtain the necessary easements/property and receive the necessary construction approvals and permits.
- 5.2.6 The applicable contractors for the Connection Applicant and for WPLP proceed to construct the required customer connection facilities as proposed in the CCRA including modification or additions to WPLP's network facilities.
- 5.2.7 The applicable contractors for the Connection Applicant and for WPLP will develop an integrated outage plan which lists all outages that will directly affect WPLP's transmission system. WPLP will arrange to inform directly affected customers about the outage plan to ensure existing customers are informed of the impacts of outages related to the new connection and have an opportunity to provide input to the outage plan.
- 5.2.8 The Connection Applicant and WPLP complete the IESO Facility Registration process for their respective new or modified facilities. The Connection Applicant's IESO Facility Registration forms are also used as part of the Connection Agreement to be negotiated between the Connection Applicant and WPLP.
- 5.2.9 The Connection Applicant and WPLP negotiate the Connection Agreement in the form set out in the Code Appendix 1 including the Connection Applicant providing WPLP with all the information required for the Connection Agreement schedules.
- 5.2.10 The Connection Applicant and WPLP sign the Connection Agreement prior to commissioning. The Connection Applicant sends a copy of the signed Connection Agreement to the IESO.

6 Step 6 – Commissioning

6.1 Introduction

New or modified customer connections require thorough inspection, testing and commissioning to mitigate the potential for new and modified facilities to adversely affect the performance of WPLP's transmission system. Inspection, testing and commissioning are carried out on both the customer's and WPLP's new or modified facilities.

WPLP reserves the right to be a participant in the inspection, testing and witnessing of commissioning of the customer built facilities and to recover WPLP's costs from the customer for these activities as per the Code section 4.3.3.

6.2 Commissioning Procedure:

- 6.2.1 The Connection Applicant and its commissioning agent develop a commissioning plan (that includes inspection, testing and commissioning activities) for all customer built facilities that is to be reviewed and commented on by WPLP. A list of potential inspection, testing and commissioning requirements that may be used to guide the customer commissioning agent will be provided by WPLP on request. The commissioning plan must be submitted to WPLP for review no later than 30 business days (Code Appendix 1 Schedule E section 1.7.4) prior to beginning commissioning tests. Failure to comply with this timeline could delay the project's in-service date.
- 6.2.2 Based on the commissioning plan, WPLP will inform the Connection Applicant and its commissioning agent regarding which parts of the commissioning plan that WPLP will participate in by having WPLP's staff present at the Connection Applicant's facilities to witness the commissioning.
- 6.2.3 The Connection Applicant and its commissioning agent perform and complete all commissioning activities on the Connection Applicant-owned facilities. At completion of these activities, the Connection Applicant's commissioning agent completes and signs the appropriate Confirmation of Verification Evidence Report ("COVER") Form provided by WPLP. Failure to comply with the connection requirements or to pass the required commissioning and verification checks will result in non-connection of the facilities until after any outstanding issues are resolved. These documents are to be forwarded to WPLP prior to the in-service of the Connection Applicant's facilities.
- 6.2.4 The Connection Applicant must provide copies of all commissioning reports for all the new or modified equipment being placed in-service and listed in the Connection Agreement.
- 6.2.5 Transfer of Connection Applicant built facilities to WPLP based on a Load Connection Applicant's election in Step 3 – Connection Estimates section 3.4.13. The transfer price is to be the lesser of the Connection Applicant's actual cost or WPLP's reasonable cost to do the same work as per the Code Section 6.6.2 (g).
- 6.2.6 WPLP facilities are commissioned. WPLP's commissioning coordinator/agent completes a Field Report of Equipment In-Service ("REIS") Form(s) for WPLP's facilities including

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any transferred facilities documented in section 6.2.5 above. The completed form(s) are to be forwarded to WPLP.

- 6.2.7 WPLP contractor(s) for the WPLP constructed facilities will complete the Transfer of Control Form(s) and the Connection Applicant's contractor(s) for facilities transferred in section 6.2.5 above will complete a Transfer of Control Form(s) provided by WPLP. The completed form(s) are to be forwarded to WPLP.
- 6.2.8 The Connection Applicant will forward a copy of the IESO's New Facility Notification Form which indicates the customer facilities are approved for connection by the IESO to WPLP.
- 6.2.9 WPLP will inform the IESO the equipment is ready for service based on the documents provided in sections 6.2.2, 6.2.3, 6.2.6, 6.2.7 and 6.2.8 in this procedure plus a Report for Connecting Customer Equipment ("RCCE") completed by WPLP's commissioning coordinator/agent.
- 6.2.10 When all the documentation has been provided to WPLP, WPLP's facilities and the Connection Applicant's facilities can be placed in-service and the witness on potential checks and on load checks can be completed. The Connection Applicant's commissioning agent completes and signs the appropriate COVER provided by WPLP. The completed form(s) are to be forwarded to WPLP.
- 6.2.11 For a Load Connection Applicant, WPLP will update the economic evaluation based on the actual capital costs of the work completed and owned by WPLP. WPLP will provide the Load Connection Applicant with the revised economic evaluation including an invoice to the Load Connection Applicant or refund depending on the revised capital contribution required as per the Code section 6.5.2, or potentially Code sections 6.3.18 and 6.3.18A if multiple customers triggered work.
- 6.2.12 WPLP will provide a Generator Connection Applicant with a final invoice or credit based on the actual capital costs.
- 6.2.13 The Connection Applicant will submit to WPLP the final as built Interface Connection Documents as per the CCRA.
- 6.2.14 The CCRA and Connection Agreement are administered throughout their respective terms. With respect to the CCRA, this includes monitoring the factors that are used to manage "true-up" payments for Load Connection Applicants as per the Code sections 6.5.3 to 6.5.11 and the terms of the CCRA, as well as for providing refunds to connecting customers if capacity is assigned to another customer within fifteen years of the date on which the connection facility comes into service, except in the case of an enabler facility (Code section 6.3.17) and as per the CCRA.

Procedure P1

**Total Normal Supply Capacity Procedure
(Load Customers)**

P1 – Total Normal Supply Capacity Procedure (Load Customers)

1 Introduction

This Procedure P1 has been prepared based on the intent of the Code, section 6.2.7. It outlines the procedure WPLP will use for establishing the total normal supply capacity (“TNSC”) of existing transformation or line connection assets for use in calculating Available Capacity as outlined in TCP – Procedure P2 – Available Capacity Procedure (Load Customers).

2 TNSC – Line Connection Assets

Individual Line Connection Asset – Normal Supply Capacity (“NSC”)
Summer Rating – MW capacity assuming a 90% power factor and based on the actual continuous design rating for the line. IESO equipment registration process documents generally define summer ratings as the ratings when ambient temperature is 35 degrees C (south of Barrie) or 30 degrees C (north of Barrie).
Winter Rating – MW capacity assuming a 90% power factor and based on the actual continuous design rating for the line. IESO equipment registration process documents generally define winter ratings as the rating when the ambient temperature is 10 degrees C.

Where a connection element is not normally operated in parallel, the TNSC will be the NSC of the individual element.

Once the individual NSC of all the line connection elements is identified, the TNSC will be based on the following where there are lines normally operated in parallel:

Number of line elements (n) in parallel minus one (1) multiplied by the line rating with the lowest NSC.

$$(n-1) \times \text{lowest NSC} = \text{TNSC}$$

This is based on the principle of allowing for the loss of one element without exceeding NSC rating on the remaining line connection element(s) that are normally operated in parallel.

The exception to the above is where the maximum load that can be supplied while meeting acceptable voltage levels as established by WPLP for a single line element or for n-1 elements for lines operated in parallel is less than the TNSC calculated as above.

3 TNSC – Transformation Connection Assets

Individual Transformation Connection Asset – Normal Supply Capacity (NSC)
Summer Rating – Nameplate Rating with full cooling. In addition to NSC some transformers will also have a 10 day limited time rating (10day-LTR) calculated. IESO equipment registration process documents generally define summer ratings as the ratings when ambient temperature is 35 degrees C (south of Barrie) or 30 degrees C (north of Barrie).
Winter Rating – Nameplate Rating with full cooling. In addition to NSC some transformers will also have a 10 day limited time rating (10day-LTR) calculated. IESO equipment registration process documents generally define winter ratings as the rating when the ambient temperature is 10 degrees C.

Where a transformation connection element is not normally operated in parallel, the TNSC will be the NSC of the individual transformer not the 10day-LTR.

Once the individual NSC of all the transformation connection elements is identified, the TNSC will be based on the following where there are transformers normally operated in parallel:

Number of transformer elements (n) in parallel minus one (1) multiplied by the lowest 10day-LTR if the transformers have LTR ratings otherwise the lowest NSC.

$$(n-1) \times \text{lowest 10day-LTR (or lowest NSC)} = \text{TNSC}$$

This is based on the principle of allowing for the loss of one element without exceeding the 10day-LTR (or NSC) rating on the remaining transformer(s) that are normally operated in parallel.

4 TNSC – Information to Customers

WPLP will provide applicable TNSC information to load customers as part of the TCP – Procedure P2 – Available Capacity Procedure (Load Customers).

5 TNSC – Maintaining Data

WPLP will update the TNSC for connection facilities as required due to changes, additions and removal of facilities. The updated values will be reviewed to see if there is a need to trigger the TCP – Procedure P2 – Available Capacity Procedure (Load Customers). WPLP reserves the right to change the TSNc value of a connection facility where new information impacting that value becomes known.

Procedure P2

**Available Capacity Procedure
(Load Customers)**

P2 – Available Capacity Procedure (Load Customers)

1 Introduction

This Procedure P2 has been prepared based on the intent of the Code, section 6.2 (Available Capacity), which outlines for transmitters how to calculate available capacity and how to assign available capacity. It applies to line and transformation connection facilities as defined in the Code sections 2.0.39 and 2.0.60.

WPLP will not assign available capacity on any of its network facilities as defined in the Code section 2.0.45. WPLP will not assign available capacity on its connection facilities as defined in the Code section 2.0.13, for back-up purposes (Code section 6.2.1).

Given WPLP's primary mandate is to connect and serve the Remote Communities through the Transmission Project, in determining the available capacity for connections that are not requested in relation to the load demand of the Remote Communities by Hydro One Remotes Communities Inc. ("HORCI"), WPLP will account for and ensure adequate capacity for the connection and forecast load growth of the Remote Communities, as further discussed below.

2 Implementation – Available Capacity Procedure

2.1 WPLP shall implement this Available Capacity Procedure when: (Code sections 6.2.11 or 6.2.26).

- (a) the available capacity on a connection facility is reduced to 25% or less of the TNSC of that connection facility; or
- (b) a load customer requests supply capacity on a connection facility that would reduce the available capacity on that connection facility to 25% or less of the TNSC of that connection facility; or
- (c) a load customer requests the available capacity on a connection facility.

2.2 Where there is more than one application for available capacity on the applicable connection facility based on demonstrated need (refer to section 4 below in this procedure), WPLP shall:

- (a) assign the available capacity to any connections requested or required by HORCI to serve the Remote Communities in proportion to the needs associated with each such connection; and
- (b) to the extent there is available capacity remaining after the assignment in paragraph (a) above, assign the remaining available capacity to the other load customers making such applications in proportion to their respective needs (Code section 6.2.12 (e) **[NTD: Permanent TSC exemption needed to enable priority treatment of HORCI connections serving the remote communities.]**).

3 Implementation – Expansion Study

- 3.1 WPLP shall ensure that there is sufficient available capacity on its connection facility to satisfy: (Code section 6.2.5)
- (a) the capacity entitlement of each load customer on that connection facility, determined in accordance with the Code section 6.2.4; and
 - (b) the assigned capacity and the contracted capacity of all load customers in relation to that connection facility at the relevant time.
- 3.2 WPLP shall conduct an Expansion Study when WPLP considers it necessary to ensure that there is sufficient available capacity on WPLP's facility to meet the obligations in section 3.1. The Expansion Study will include reviewing if provision of new supply capacity is best accomplished by means of an increase in capacity of an existing connection facility or the construction of a new connection facility.
- 3.3 When WPLP proposes to conduct an Expansion Study, WPLP shall notify, in writing, all load customers served, or that WPLP knows are expected to be served, by the existing or new connection facility. (Code section 6.2.14). Where a new connection facility is proposed under the Code section 6.2.14, WPLP shall use best efforts to notify all load customers served by existing connection facilities adjacent to the proposed new connection facility. (Code section 6.2.15) The WPLP notice to such load customers shall contain the information documented in sections 9.7.2 to 9.7.6 in this procedure plus the following additional information:
- 3.3.1 the reason WPLP is conducting the Expansion Study at this time and the time table for completion of the Expansion Study;
 - 3.3.2 the right of load customers served by existing adjacent connection facilities to apply to reconfigure their respective load as described in the Code section 6.2.15; and
 - 3.3.3 the load customer is to indicate if they are proposing to reconfigure load including the details of the reconfiguration.
- 3.4 WPLP shall post on its website a notice of its proposal to carry out an expansion study and of the right of load customers served by existing adjacent connection facilities to apply to reconfigure their respective load as described in the Code section 6.15.
- 3.5 WPLP will initiate the following steps of section 9 in this procedure so the TNSC (section 9.3), individual customer assigned capacity (section 9.4), total assigned capacity (section 9.4) and available capacity (section 9.5) can all be re-calculated based on any load customer(s) requests for additional assigned capacity and/or requests for load reconfiguration.
- 3.6 If a load customer applies to WPLP to reconfigure load to the proposed new connection facility, WPLP shall negotiate in good faith with the customer to determine the terms and conditions that will govern the reconfiguration. Where WPLP receives applications from

load customers in circumstances where the applications cannot all be accommodated by WPLP, WPLP shall nonetheless negotiate in good faith with all such customers to determine the terms and conditions that will govern the reconfiguration, and shall then reconfigure the load of each load customer with whom it has successfully negotiated such terms and conditions in proportion to its assigned capacity or contracted capacity. (Code section 6.2.15)

- 3.7 WPLP will update the available capacity on the connection facilities and assigned capacity for each customer taking into consideration any reconfigured customer load and the steps set out in sections 2.2 and 9.4 of this Procedure P2.
- 3.8 WPLP will determine the timing of any need to undertake further work on the Expansion Study with the affected customers due to insufficient available capacity on existing facilities after completing section 3.6 in this procedure.
- 3.9 Upon completion of an Expansion Study, WPLP shall advise all affected load customers of the available capacity on all relevant existing and new connection facilities before and after the expansion (Code section 6.2.16) while respecting the confidentiality provisions of the Code sections 6.2.27 and 4.7.1 and the steps set out in sections 2.2 and 9.4 of this Procedure P2. Before disclosing the available capacity on a connection facility that serves only one customer, WPLP must first obtain the consent of that customer. Where such consent cannot be obtained, WPLP must request guidance from the Board. (Code section 6.2.27)

4 Demonstrated Customer Need for Assigned Capacity

- 4.1 Subject to section 2.2 in this procedure (including, for clarity, the priority that WPLP shall give to any HORCI connections serving the Remote Communities), WPLP shall assign available capacity on a connection facility to load customers on a first-come first-served basis. WPLP shall not assign capacity to a load customer unless the customer has demonstrated its need for available capacity in accordance with the requirements of WPLP listed below as required by the Code section 6.2.12 (d): (Code section 6.2.10)
 - 4.1.1 the customer shall provide all the data in its written request for available and/or assigned capacity as detailed in section 9.2 of this Procedure P2;
 - 4.1.2 the customer's five-year forecast must be in line with their historical usage, otherwise additional information must be provided regarding specific expansion plans (such as a business plan);
 - 4.1.3 the customer shall provide supporting documentation for their load forecast under a cover letter signed by an officer of the customer;
 - 4.1.4 the customer's expansion plan is in line with their historical performance, sector performance and the general economic outlook for the Province of Ontario; and
 - 4.1.5 the customer must identify all government and regulatory issues related to its request for available capacity or assigned capacity.

- 4.2 These obligations shall apply whether or not implementation of the available capacity procedure is required by section 2.1 of this procedure. (Code section 6.2.10)

5 Determination of Customer Assigned Capacity

5.1 Load Customer's Assigned Capacity

The load customer's assigned capacity in relation to a connection facility shall be equal to the aggregate of: (Code section 6.2.2)

- (a) the customer's highest rolling three-month average peak load under normal operating conditions in the most recent five years; and
- (b) any available capacity that has been assigned to the customer and that has not yet been taken up by the customer nor cancelled by the transmitter under section 7 in this procedure.

If a load customer's facility has been connected to the connection facility for a period of less than five years, for purposes of determining the customer's assigned capacity WPLP shall use the customer's highest rolling three-month average peak load in the year or years during which the customer's facility has been connected to the connection facility. Where WPLP reasonably believes that a customer is manipulating its load for the purpose of the determination of its assigned capacity, WPLP may request that the Board review and re-determine that assigned capacity.

5.2 Load Customer's Contracted Capacity

Where an economic evaluation, including an economic evaluation referred to in the Code section 6.3.9 or 6.3.17A, was conducted by WPLP for a load customer in relation to a connection facility on the basis of a load forecast, that customer's contracted capacity shall, during the economic evaluation period to which the economic evaluation relates, be equal to the load identified in that load forecast or in any subsequent forecast used for purposes of giving effect to the true-up provisions of the Code section 6.5. (Code Section 6.2.3)

A load customer with contracted capacity on a connection facility shall, in any year, be entitled to capacity in an amount that is equal to: (Code section 6.2.4)

- (a) the amount of capacity for that year as specified in the applicable load forecast referred to in the paragraph above; or
- (b) the customer's assigned capacity for that year,

whichever is greater.

6 Assignment of Capacity by WPLP

- 6.1 Where a load customer requests an assignment of capacity on a connection facility, WPLP shall determine the available capacity of that connection facility (Code section 6.2.8).

- 6.2 Where WPLP assigns capacity on a connection facility to itself (in its capacity as a customer) or to a load customer that is an affiliate of WPLP, WPLP shall give notice of such assignment to all other customers served by the connection facility regardless of whether such assignment triggers implementation of this available capacity procedure (Code section 6.2.13).
- 6.3 Where available capacity is assigned to a load customer in relation to a connection facility and the customer has a connection agreement, the contracted capacity and load shape shall be specified in the connection agreement (Code section 6.2.17).
- 6.4 Subject to section 7.1 in this procedure, available capacity that has been assigned to a load customer in relation to a connection facility may not, without the consent of the customer, be reassigned by WPLP nor be reassigned by the customer except, in connection with a change in ownership of the facilities to which the assigned capacity relates. WPLP shall, upon request, reassign assigned capacity as required to reflect such change in ownership (Code section 6.2.18).
- 6.5 Upon request, WPLP shall assign available capacity on a WPLP-owned connection facility to serve an existing load customer's load unless WPLP can demonstrate that the available capacity (taking into account the priority of HORCI connections serving the Remote Communities and their forecast load growth, in accordance with sections 2.2 and 9.4 of this Procedure P2) will not meet the customer's needs. (Code section 6.2.22)
- 6.6 When a load customer provides its own connection facilities to serve new load, WPLP shall not assign capacity on the relevant WPLP-owned connection facilities to that customer in relation to that new load (Code section 6.2.23).
- 6.7 Similar to the TNSC, available capacity and assigned capacity will be specified in units of MW assuming a power factor of 90% unless otherwise noted.

7 Cancellation of Assigned Capacity by WPLP

- 7.1 Subject to section 7.2 below, where available capacity on a connection facility has been assigned to a load customer by WPLP, and that capacity has not been taken up by the customer within one year of the assignment (except where that capacity is included in a load forecast referred to in the Code section 6.2.3 or section 9.4 of this Procedure P2), WPLP shall: (Code section 6.2.19)
- (a) cancel the assignment;
 - (b) treat such capacity as available capacity; and
 - (c) notify all other load customers whose facilities are served by that connection facility of the cancellation of the assignment.

The one-year period continues to run regardless of any change in the ownership of the facility to which the assigned capacity relates or of any reassignment of the assigned capacity as a result of that change in ownership.

- 7.2 A load customer may request that WPLP extend the one-year period referred to in section 7.1 above where circumstances warrant, such as where the customer is constructing new facilities that require more than one year to come into service. WPLP shall not unreasonably deny such a request. Where WPLP denies such a request, the customer may apply to the Board for an order requiring WPLP to extend the one-year period. (Code section 6.2.20)
- 7.3 Where WPLP extends the one-year period referred to in section 7.1 above in relation to itself (in its capacity as a customer) or a load customer that is an affiliate of WPLP, WPLP shall give notice of such extension to all other load customers served by the applicable connection facility. (Code section 6.2.21)

8 Monitoring of WPLP Connection Facilities for Available Capacity

- 8.1 WPLP shall from time to time as required monitor the available capacity on its connection facilities (Code section 6.2.9) which may involve determining the total assigned capacity on a connection facility (Code section 6.2.6) and determining available capacity on a connection facility (Code section 6.2.7).
- 8.2 On an ongoing basis WPLP will monitor the actual loading on its connection facilities by analyzing available data which will indicate the loading on each connection facility. When a peak load reading on a connection facility is greater than 75% of the TNSC of the connection facility/facilities, WPLP will implement this Available Capacity Procedure as per section 2 in this procedure.
- 8.3 WPLP will maintain a listing of all WPLP connection facilities including the present TNSC of the connection facilities and the peak load each year on the connection facilities. When the Available Capacity Procedure is implemented and completed, WPLP will maintain the report which documents individual customer assigned capacity including supporting data, TNSC of the connection facilities involved and available capacity of the connection facilities.

9 Available Capacity Procedure

- 9.1 The Available Capacity Procedure is initiated (refer to section 2 in this procedure) either by a load customer requesting supply capacity or available capacity on a connection facility or by WPLP when the available capacity is reduced to 25% or less. (Code section 6.2.11) Where WPLP initiates the Available Capacity Procedure the process will start at section 9.3 below.
- 9.2 The load customer(s) shall request assigned capacity on a connection facility or request available capacity on a connection facility in writing to WPLP. The load customer's written request shall be signed by an officer of the customer. The Customer Connection Application Form shall also be completed when requesting supply capacity for new load. As part of the written request the customer will also provide:
 - 9.2.1 the load customer's load forecast for the next 5 years in a format as specified in WPLP's Load Forecast Form; and
 - 9.2.2 amount of assigned capacity requested.
- 9.3 WPLP will review the TNSC as per the TCP – Procedure P1 – Total Normal Supply Capacity Procedure (Load Customers) and confirm the present TNSC of the facilities to be studied.
- 9.4 WPLP will calculate the total assigned capacity on the connection facility including if applicable any additional capacity applied for in section 9.2. The total assigned capacity shall be the aggregate of: (i) the assigned capacity (as per section 5.1 or 5.2 in this

procedure) of each load customer whose facilities are then served by the connection facility, and (ii) where the Available Capacity Procedure is initiated due to a connection request that is not made by HORCI in relation to the Remote Communities, any capacity that WPLP reasonably determines (in its sole discretion) is necessary to be reserved on the connection facility to accommodate the connection and forecast load demand of any Remote Communities over the next five (5) years. In making this determination, WPLP shall take into account the normal size and shape of the load of each load customer served by the connection facility, excluding anomalous situations such as reconfigurations that may be required by the IESO, temporary load transfers, or emergencies. (Code section 6.2.6)

- 9.5 WPLP will calculate the available capacity on the connection facility. The available capacity shall be determined by subtracting the total assigned capacity of the connection facility, determined in accordance with section 9.4 above, from the TNSC for that connection facility as per section 9 in this procedure. (Code section 6.2.7)
- 9.6 If WPLP determines that less than 75% of the TNSC will be assigned including application(s) for new capacity and any capacity that WPLP determines (pursuant to section 9.4(ii) above) is necessary to be reserved on the connection facility, then WPLP will proceed to inform the Connection Applicant in writing of its assigned capacity and this Available Capacity Procedure ends.
- 9.7 If WPLP determines that greater than 75% of the TNSC will be assigned including the application(s) for new capacity and any capacity that WPLP determines (pursuant to section 9.4(ii) above) is necessary to be reserved on the connection facility, then WPLP will notify, in writing, all load customers whose load affects the transformation or line connection facilities under study including the Connection Applicant. The notice shall contain the following information:
 - 9.7.1 the reason WPLP is conducting an Available Capacity Procedure and the timetable for completion of the Available Capacity Procedure;
 - 9.7.2 information describing the transformation and/or line connection facilities involved including the available capacity of the facilities;
 - 9.7.3 the load customer shall be requested to provide a load forecast for the next 5 years in a format as specified in WPLP's Load Forecast Form and the requirement as per section 4.1.3 in this procedure;
 - 9.7.4 indicate the load customer may apply for additional available capacity which will require it to follow section 9.2 in this procedure;
 - 9.7.5 indicate the load customers have 20 business days to provide the necessary information to WPLP; and
 - 9.7.6 indicate that requests for available capacity received after 4:00 pm on the 20th business day will be assessed after the current Available Capacity Procedure study is complete.

- 9.8 WPLP will re-calculate the available capacity of the connection facilities by determining each customer's assigned capacity based on section 9.4 in this procedure including any additional assigned capacity applied for by customers and any capacity that WPLP determines (pursuant to section 9.4(ii) above) is necessary to be reserved on the connection facility. If there is insufficient available capacity, the additional assigned capacity will be assigned based on section 2.2 in this procedure.
- 9.9 WPLP will determine if the available capacity on the connection facility will require modification to existing or new connection facilities and therefore trigger an Expansion Study as per section 3 of this procedure.
- 9.10 WPLP will inform all affected load customers and the Connection Applicant(s) in writing of the available capacity procedure results while respecting the confidentiality provisions of the Code sections 6.2.27 and 4.7.1. Before disclosing the available capacity on a connection facility that serves only one customer, WPLP must first obtain the consent of that customer. Where such consent cannot be obtained, WPLP must request guidance from the Board. (Code section 6.2.27).

Procedure P3

Security Deposit Procedure

P3 – Security Deposit Procedure

1 Introduction

This Security Deposit Procedure was developed based on the requirements in the Code section 6.3.11. The purpose of this Security Deposit Procedure is to mitigate risk during the construction phase of a connection. This Security Deposit Procedure does not limit WPLP's rights in regard to security required to mitigate risk related to non-construction phases of connection.

2 Form of Security Deposit

The Connection Applicant may choose to provide a security deposit in the form of cash, letter of credit, surety bond as may be selected by the Connection Applicant or such other form as the Connection Applicant and WPLP may agree. (Code section 6.3.11 (a)) If the Connection Applicant has an affiliate with a good credit rating and the affiliate is willing to provide a guarantee towards the Connection Applicant's indebtedness, WPLP may consent to the use the affiliate's guarantee as the security deposit for the Connection Applicant.

3 Amount of Security Deposit

3.1 Load Customers:

A deposit is required for a signed CCRA for connection of a load customer's new or modified facilities to WPLP's transmission system. The Connection Applicant shall provide a security deposit equal to:

- i) the total connection and network facility cost estimated by WPLP to be incurred by WPLP,
- ii) plus the cost estimated by WPLP to remove any connection and network facilities that would no longer be required if the Connection Applicant fails to connect to WPLP's transmission system, including the cost of rehabilitating any rights of way associated with such facilities,
- iii) minus, if applicable, the estimated cost of any contestable work the customer has elected to carry out and the Connection Applicant's capital contribution which the Connection Applicant has agreed to pay as documented in the CCRA which is described in the TCP – Step 4 – Connection and Cost Recovery.

3.2 Generation Customers:

A deposit is required for a signed CCRA for connection of a generator's new or modified facilities to WPLP's transmission system. The Connection Applicant shall provide a security deposit equal to:

- i) the total connection and network facility cost estimated by WPLP to be incurred by WPLP,

- ii) plus the cost estimated by WPLP to remove any connection and network facilities that would no longer be required if the Connection Applicant fails to connect to WPLP's transmission system, including the cost of rehabilitating any rights of way associated with such facilities,
- iii) minus the Connection Applicant's progress payments for connection facility costs which the Connection Applicant has agreed to pay as documented in the CCRA which is described in the TCP – Step 4 – Connection and Cost Recovery.

Notwithstanding the foregoing, WPLP shall not require a security deposit in relation to the construction of an enabler facility (as defined in section 2.0.28A of the Code). (Code section 6.3.10A)

4 Interest

Interest to be paid by WPLP upon returning a security deposit that is in the form of cash will be paid at the following rates: (Code 6.3.11 (b))

- i) for the period between the date on which the security deposit was provided by the Connection Applicant and the date on which the security deposit is required to be returned by WPLP, at the average over the period of the prime lending rate set by the Bank of Canada less two percent; and
- ii) for the period after the date on which the security deposit is required to be returned by WPLP, at the prime lending rate set by the Bank of Canada plus two percent.

5 Retention of All or Part of the Security Deposit

WPLP shall be entitled to keep, draw down, redeem etc., as the case may be, all or a part of a security deposit that has been given in relation to the construction or modification of connection or network facilities where the Connection Applicant subsequently fails to connect its facilities to WPLP's new or modified facilities. (Code section 6.3.11 (c))

WPLP shall not otherwise retain a security deposit given in relation to the construction or modification of network facilities unless the Board has first determined under the Code section 6.3.5 that exceptional circumstances exist so as to reasonably require the Connection Applicant to make a capital contribution for the construction or modification of network facilities. (Code section 6.3.11 (c))

6 Return of Security Deposit

Where the security deposit is in the form of cash, WPLP shall return the security deposit to the Connection Applicant, together with interest at the rate referred to in section 4 in this procedure, less the amount of any capital contribution owed by the Connection Applicant, once the Connection Applicant's facilities are connected to WPLP's transmission facilities. Where the security deposit is in a form other than cash, WPLP shall return the security deposit to the

Connection Applicant once the Connection Applicant's facilities are connected to WPLP's transmission facilities and any capital contribution has been paid. (Code section 6.3.10)

For the purposes of the above paragraph the term 'capital contribution' shall mean the capital contribution for a Load Connection Applicant that is required to be paid to WPLP and/or the fully allocated cost of connection facilities that the Generator Connection Applicant is required to pay to WPLP.

7 Alternative Security

Where an affiliate guarantee has been furnished as security, if the Connection Applicant or an affiliate of the Connection Applicant, experiences a "material change in financial risk", the Connection Applicant must advise WPLP within five (5) business days of the change, and WPLP shall have the right to require- security in a different form. The Connection Applicant will have five (5) business days to comply with WPLP's request.

For the purposes of the preceding paragraph, a "material change in financial risk" – consistent with the definitions in the Ontario *Securities Act* (R.S.O. 1990, c. S.5) as amended from time to time – means a "material change" or "material fact" as defined below:

"Material change" means:

- (i) a change in the business, operations or capital of the connecting customer or its corporate parent (where a parental guarantee is being provided) that would reasonably be expected to have a significant effect on the market price or value of any of the securities of the connecting customer or its corporate parent, or that would be considered important by a reasonable investor; or
- (ii) a decision to implement a change referred to in subclause (i) made by the board of directors or other persons acting in a similar capacity or by senior management of the connecting customer or its corporate parent who believe that confirmation of the decision by the board of directors or such other persons acting in a similar capacity is probable.

"Material fact", when used in relation to a connecting customer or its corporate parent, means a fact that would reasonably be expected to have a significant effect on the market price or value of any of its securities.

8 Customer Requiring Capacity in the Future

Where WPLP is, at the time of constructing a connection facility for a customer, aware of another future customer that will need capacity within five years of the construction of the connection facility, WPLP shall add that capacity to the connection facility at the time of construction, provided that it obtains a security deposit in a form referred to in the code section 6.3.11 from that future customer to cover the cost of that additional capacity. The amount of the capital contribution to be obtained from the current customer and the amount or value of the security deposit to be collected from the future customer shall be determined using the economic evaluation methodology set out in the Code section 6.5, the load forecasts of both customers and the methodology for attributing that capital contribution as described in the Code section 6.3.14, 6.3.14A, 6.3.15 or 6.3.16. At the time of connection of the future customer's facilities, WPLP shall

where required redo the original economic evaluation using the same inputs except for any revised load forecast provided by the future customer. This will determine the amount of capital contribution to be collected from the future customer. Where the security deposit is in the form of cash, WPLP shall return the security deposit to the future customer at the time of connection of its facilities to the connection facility, together with interest at the rate referred to in section 4 of this procedure, less the amount of the future customer's capital contribution. Where the security deposit is in a form other than cash, the transmitter shall return the security deposit to the future customer upon receipt of the customer's capital contribution. (Code section 6.3.9)

9 Security Deposit Procedure

- 9.1 WPLP will calculate the security deposit the Connection Applicant is required to provide WPLP as per section 3 in this procedure
- 9.2 The Connection Applicant will inform WPLP in writing regarding the form of the security deposit based on section 2 in this procedure.
- 9.3 WPLP will review the form of the security deposit to determine if it is acceptable to WPLP. If it is not acceptable, WPLP will inform the Connection Applicant of any additional requirements.
- 9.4 WPLP and the Connection Applicant will finalize the form and amount of the security deposit and document both in the CCRA which is described in the TCP – Step 4 – Connection and Cost Recovery. WPLP may require each Connection Applicant to provide the security deposit at or before the time of executing a CCRA, and in accordance with the terms of the CCRA WPLP may require the payment of additional security deposit amounts if the estimated costs change.
- 9.5 As required, WPLP will request an additional security deposit as per section 7 in this procedure, retain all or part of the security deposit as per section 5 in this procedure and/or return of the security deposit as per section 6 in this procedure including interest if applicable as per section 4 in this procedure.

Procedure P4

Customer Impact Assessment (CIA) Procedure

P4 – Customer Impact Assessment (CIA) Procedure

1 Introduction

The CIA is required to determine the impact of new or modified connections on existing transmission customers as per the Code section 6.4 (Customer Impact Assessments). WPLP as the transmitter is required to conduct CIA studies. [Notwithstanding the foregoing and any other provision of this TCP and the Code, WPLP shall not be required to conduct CIAs in respect of the connection of any of the Remote Communities as contemplated in the Leave-to-Construct application (EB-2018-0190) and the IESO's scope report for the Transmission Project, given that CIA and SIA studies were previously completed by Hydro One Networks Inc. ("Hydro One") and the IESO, respectively, for the Transmission Project and the connection of the Remote Communities.][NTD: This language is needed only if not all remote communities are connected by the time these TCPs come into force (i.e., Jan 1, 2024, or as may be extended with OEB's approval).]

- 1.1 The CIA study is limited to assessing the impact of the new or modified connection on the supply at the transmission connection/delivery points to other transmission customers. It is the responsibility of each transmission customer to determine the impact and modifications to their electrical facilities and to advise WPLP through the CIA process. WPLP will issue a draft of the CIA report to customers who may be potentially impacted by the connection and those customers are required to provide feedback. WPLP will include the unedited version of this feedback in the final CIA report and WPLP will not take responsibility for the contents of the transmission customer's feedback. A copy of the final CIA report will be sent to the IESO, to each customer whose facilities are located in the study area and the OESA as per the Code section 6.4.5.
- 1.2 The decision on the level of modifications at a customer's facility that can be attributed to the new or modified connection, as well as the assignment of cost responsibilities for the identified enhancements/modifications, are outside WPLP's accountabilities. Affected customers should refer to the Code section 6.4.4 regarding cost responsibilities. (Code section 6.4.3)

2 Requirements for a CIA Study

A CIA is required for all new or modified connections which are subjected to the IESO's (CCA process and require a SIA. If the IESO determines an ESIA (no formal study) is sufficient, then a CIA is not required unless WPLP determines there is an impact on the existing transmission customers. If a CIA is not performed, WPLP will be required to notify all customers in the vicinity of the connection, advising them of the proposed connection work and the fact that it has no negative impact and that no specific CIA study will be done.

The scope of the CIA study and report will be project specific, depending on the complexity of the connection project and the extent of its impact on other transmission customers.

3 Responsibilities of Each Party**3.1 Responsibilities of Connection Applicant**

- 3.1.1 Execute an SIA/CIA Agreement with WPLP. The Agreement will allow WPLP to provide the final CIA report to the IESO, each customer whose facilities are located in the study area and the OESA.
- 3.1.2 Provide information and data as required by WPLP to conduct the CIA.
- 3.1.3 Pay the cost of the CIA study as per the SIA/CIA Agreement

3.2 Responsibilities of WPLP

- 3.2.1 Conduct a CIA for all new or modified connections to the IESO-controlled grid when required by the Code and as determined by WPLP.
- 3.2.2 Execute an SIA/CIA agreement with the Connection Applicant. The Agreement will allow WPLP to provide the final CIA report to the IESO, each customer whose facilities are located in the study area and the OESA.
- 3.2.3 Prepare a draft CIA report attached to a covering letter to customers in the vicinity of the new or modified connection that references the responsibility of the transmission customers:
 - to identify modification on their facilities that are triggered by the proposed new or modified connection;
 - to upgrade its facilities in accordance with section 24.3 of its Connection Agreement;
 - to carry out those modifications two weeks prior to the Connection Applicant's proposed initial in-service date; and
 - to provide the transmitter with OESA approval (where required) and a detailed description of the upgrades that were undertaken.

The report should reference the IESO's SIA study and report.

- 3.2.4 Include the unedited feedback from customers in the vicinity of the new project in the final CIA report.
- 3.2.5 Provide the final report of the CIA results to the IESO, the Connection Applicant, each customer whose facilities are located in the study area and the OESA.
- 3.2.6 Provide an invoice of the cost of the CIA study to the Connection Applicant based on WPLP's approved fee schedule and as per the SIA/CIA Agreement.

3.3 Responsibilities of Other Transmission Customers

- 3.3.1 Provide a preliminary assessment of expected impacts and modifications on its own electrical facilities to WPLP which will become an unedited part of the final CIA Reports.
- 3.3.2 Confirm the modifications that are required on its facilities with WPLP together with the required lead-time for such changes.
- 3.3.3 Upgrade the facilities affected by the new connection in accordance with section 24.3 of its Connection Agreement.
- 3.3.4 Provide documented proof to WPLP that all modifications on its own facilities are in place two weeks prior to the planned initial in-service date for the new or modified connection facilities. The documentation shall include OESA approval (where required) and a detailed description of the upgrades that were undertaken.

3.4 Responsibilities of the IESO

- 3.4.1 Advise Connection Applicants to submit an application to WPLP.
- 3.4.2 Advise WPLP of all Connection Applicants registering for the IESO's CAA process.
- 3.4.3 Advise WPLP if an SIA will be conducted by the IESO so WPLP can assess if a CIA is required.
- 3.4.4 Ensure that the SIA report references WPLP's CIA report.

4 CIA Study and Report

WPLP's CIA study will be initiated upon the execution of an SIA/CIA Agreement with the Connection Applicant and the IESO has issued its final SIA report and the Connection Applicant requests in writing instructing WPLP to proceed with the CIA study. However, while it is not advisable to proceed with the CIA work until after the final SIA report is issued by the IESO, in some cases the Connection Applicant may request the CIA to be conducted after the IESO issues the draft SIA report.

WPLP will conduct the CIA to determine the expected technical impact on its existing customers on the following as appropriate:

- a. short circuit levels at the customer connection/delivery point;
- b. supply voltage levels at the customer connection/delivery point;
- c. adequacy/capacity of supply facilities at the customer connection/delivery point; and
- d. reliability of the supply at the customer connection/delivery point.

Information from the IESO SIA will be used to complete the CIA Report.

A transmitter shall use the results of a CIA to provide each customer affected by a proposed new or modified connection with a new available fault current level in order to allow each customer to take, at its own expense, action to upgrade its facilities as may be required to accommodate the

new available fault current level up to the maximum allowable fault levels set out in the Code Appendix 2. (Code section 6.4.4)

5 CIA Procedure

- 5.1 WPLP will prepare a draft CIA report to outline the CIA study results, typically within 15 to 30 business days (depending on the complexity of the connection application), of the Connection Applicant requesting in writing that the CIA proceed and the issuing of the IESO's final SIA report.
- 5.2 WPLP will issue the draft CIA report to the IESO, Connection Applicant and transmission customers in the vicinity of the new or modified connection.
- 5.3 Transmission customers in the vicinity of the new or modified connection will have 30 business days to provide their feedback from the issuance of the draft CIA report.
- 5.4 A final CIA report with customer feedback will be completed within 15 business days of the last date the customers in the vicinity of the new or modified connection are required to provide their feedback.
- 5.5 The final CIA report will be distributed to the IESO, Connection Applicant, OESA and transmission customer in the vicinity of the new or modified connection. The report may also be provided to the OEB by the IESO or the Connection Applicant.

Notes:

If the Connection Applicant makes material changes to the proposed connection after the final CIA report is issued, then WPLP will review the CIA to determine if there is a need to revise the final report, send it to the impacted transmission customers for additional feedback and issue an addendum to the final CIA report. The Connection Applicant will be accountable for the additional costs. If a new IESO SIA is required, then a new SIA/CIA Agreement must be executed and a new CIA conducted.

Procedure P5

**Economic Evaluation Procedure
(Load Customers)**

P5 – Economic Evaluation Procedure (Load Customers)**1 Introduction**

This procedure applies to Load Connection Applicants who have proposed a new or modified connection, where WPLP is required to fund the construction of new facilities and/or WPLP has to modify its existing facilities, the costs of which will be repaid over time by the Load Connection Applicant. The repayment will take the form of a capital contribution plus periodic true-ups. For clarity, and notwithstanding any provision of this procedure or the Code, such Load Connection Applicants (including the “triggering customers” referenced in section 5.3 of this procedure) shall exclude, and this procedure shall not apply to, HORCI insofar as any new or modified HORCI connections to WPLP’s transmission system are needed to serve the Remote Communities, the costs of which shall be subject to the funding framework approved by the Board in WPLP’s Leave-to-Construct application (EB-2018-0190), the Board-approved Rate Order for WPLP in effect at the time, and/or applicable provisions of the transmission connection agreement between HORCI and WPLP in effect at the time.

This procedure has been prepared based on the requirements of the Code section 6.1.4 (e) and to comply with the Code sections 6.5.2 and 6.5.3. WPLP will carry out this economic evaluation of a proposed new or modified connection to determine what capital contribution is to be made by the Load Connection Applicant.

2 Initiating the Economic Evaluation Procedure

- 2.1 The Load Connection Applicant initiates TCP – Step 3 – Connection Estimates section 3.4.1 by informing WPLP in writing that it wants to proceed with the connection and is requesting estimates of the connection costs.
- 2.2 WPLP will use the results of the TCP – Step 3 – Connection Estimates Procedure and, if required, Procedure P6 – Contestability Procedure, as inputs to this Economic Evaluation Procedure.

3 Determining the Financial Risk and Economic Evaluation Period**3.1 Load Connection Applicant’s Financial Risk**

Based on the information provided and the methodology outlined below, WPLP will assign the Load Connection Applicant a financial risk (Code Appendix 4) as one of the following:

- a) High Risk
- b) Medium High Risk
- c) Medium Low Risk
- d) Low Risk

This risk will determine the time period over which the costs of connection will be recovered from the Load Connection Applicant.

3.2 Load Connection Applicant's Economic Evaluation Period

WPLP will identify the Economic Evaluation Period based on the following: (Code section 6.5.2 (b))

- i. 5 years for a high risk connection;
- ii. 10 years for a medium high risk connection;
- iii. 15 years for a medium low risk connection; and
- iv. 25 years for a low risk connection.

When a connection is for a project having a finite life, the economic evaluation period will be based on the life of the project or the economic evaluation period, whichever is less.

3.3 Methodology – Financial Risk

The following is the methodology that will be used by WPLP in determining the financial risk associated with a proposed connection of the Load Connection Applicant. WPLP's methodology shall meet the requirements of and be consistent with the Code Appendix 4. (Code section 6.5.2 (a))

3.3.1 Project Financed Connections

For a new or modified connection that is being financed by the Load Connection Applicant on a "project financing" basis, the Load Connection Applicant's financial risk classification will be determined by the type and amount of security provided. Ordinarily a parental guarantee from an entity with an acceptable credit rating will be required. With an acceptable parental guarantee, the risk classification of the project will be based on the risk of the parent, subject to the exception noted above for finite-life projects in section 3.2 in this procedure.

When acceptable security is not provided, the Load Connection Applicant will be assigned a high-risk classification.

3.3.2 Connections that are not Project Financed

For a new or modified connection that is not being financed by the Load Connection Applicant on a "project financing basis", WPLP will determine the financial risk of the Load Connection Applicant associated with the proposed connection based on the following:

Load Connection Applicant with Bond Rating

WPLP will establish a Load Connection Applicant's risk classification based upon the customer's bond rating, as provided from a known bond-rating agency. [e.g.: Dominion Bond Rating Service ("DBRS")]

Load Connection Applicant Without Bond Rating

Should a Load Connection Applicant not have a bond rating, the risk profile shall be based on the customer's Altman Z-Score for Public Industrial Companies, Private Industrial Companies or Private Non-Industrial Companies; as appropriate.

Where audited financial statements (refer to section 8.2 in this procedure) are not available from the Load Connection Applicant, WPLP may, at its option, use unaudited financial statements or other similar information.

Where the customer has not provided WPLP with some or all of the information necessary to determine a risk classification, WPLP may use estimates based on information provided by similar customers. Where no such comparable information is available or where WPLP considers that the customer's circumstances are such as to render the comparisons inappropriate, WPLP may deem the risk classification as high risk.

Altman Z Model

The entity that published the Altman Z score Models included in this procedure was:

Predicting Financial Distress of Companies:
Revisiting the Z Score and Zeta Models
Edward I. Altman
July 2000

The Altman Z-Score is calculated as follows:

Public Industrial Companies

$$Z = 1.2 \times X_1 + 1.4 \times X_2 + 3.3 \times X_3 + 0.6 \times X_4 + 0.999 \times X_5$$

Private Industrial Companies:

$$Z = 0.717 \times X_1 + 0.847 \times X_2 + 3.107 \times X_3 + 0.420 \times X_4 (*) + 0.998 \times X_5$$

Private Non-Industrial Companies

$$Z = 6.56 \times X_1 + 3.26 \times X_2 + 6.72 \times X_3 + 1.05 \times X_4 (*)$$

Where:

- X₁ = working capital/total assets
- X₂ = retained earnings/total assets
- X₃ = earnings before interest and taxes (EBIT)/total assets
- X₄ = market value of equity/book value of total liabilities
- X₄ (*) = book value of equity/book value of total liabilities
- X₅ = sales/total assets

The Load Connection Applicant's Risk Classification and Economic Evaluation Period will be based on the following table:

Altman Z Table

Bond Rating*	Altman Z-Score**			Risk Classification	Economic Evaluation Period
	Public Industrial	Private Industrial	Private Non-Industrial		
CCC and below	<1.81	<1.23	<1.10	High Risk	5 years
B-BB	1.81 - 2.67	1.23 - 2.59	1.10 - 2.32	Medium Risk High	10 years
Industrial BBB-AAA Non industrial – BBB	2.68 – 2.99	2.60 – 2.90	2.33 – 2.60	Medium Risk Low	15 years
Non Industrial A-AAA	>2.99	>2.90	>2.60	Low Risk	25 years

* Based on DBRS rating scale. Investment grade credits qualify for risk ratings of 15 years and above. Non-investment grade credits qualify for risk ratings of less than 15 years. Equivalent ratings from the rating agencies would apply if deemed suitable to WPLP.

** The apportionments were made based on scaling the intermediate cutoff points used in the CPA Journal Online as referred to above and as calculated by Hydro One.

Public non-industrial companies or other entities that do not fall within the compass of one of the 3 Altman Z scores will be assessed using an appropriate methodology, at WPLP's discretion.

If the Altman Z score appear anomalous, WPLP will use at its sole discretion the Kaplan-Urwitz model as a secondary methodology.

Kaplan-Urwitz Model

The term (– 2.56 X2) is included in the formal model as indicated in the paper “Risk Assessment Methodology Options, PHB Hagler Bailly, Management and Economic Consultants, 03/30/00; page 6 footnote 3. It is not clear if it was included in the model which, according to Ref. (c)/ page 6/ foot note 3, was published in April, 1979. There is no information to indicate that the model was revised by the authors or any other entity.

The Kaplan-Urwitz Score is calculated as follows:

$$KU = 4.41 + 0.0012 \times X_1 - 2.56 \times X_2 - 2.72 \times X_3 + 6.40 \times X_4 - 0.53 \times X_5 + 0.006 \times X_6$$

Where:

X_1 =total assets (\$000)

X_2 = if debt is subordinated, 1; otherwise 0

X_3 =long term debt/total assets

X_4 =net income over total assets

X_5 =coefficient of variation in net income over 5 years

X_6 =interest coverage (EBIT/interest expense)

The Load Connection Applicant's Risk Classification and Economic Evaluation Period will be based on the following table:

Kaplan Urwitz Table

Bond Rating*	Kaplan Urwitz-Score***	Risk Classification	Economic Evaluation Period
CCC and below	<0**	High Risk	5 years
B-BB	<0**	Medium High Risk	10 years
Industrial BBB-AAA	>1.57		
Non industrial – BBB	1.57 – 3.28	Medium Low Risk	15 years
Non Industrial A-AAA	>3.28	Low Risk	25 years

* Based on DBRS rating scale. Investment grade credits qualify for risk ratings of 15 years and above. Non-investment grade credits qualify for risk ratings of less than 15 years. Equivalent ratings from the rating agencies would apply if deemed suitable to WPLP.

** Kaplan-Urwitz bond rating-equivalency scores are not provided for non-investment grade entities (below BBB). Kaplan-Urwitz scores less than zero accordingly will be classified as either high-risk or medium-high risk based on a combination of Kaplan-Urwitz scores, Altman Z scores and other factors such as traditional credit analysis.

*** The methodology was applied to bond ratings as is done in the Altman Model in order to be consistent. The Altman Z Model tables, as published, do not include a category for an Industrial class to score a low-risk risk profile. Therefore, the presentation of the two models is consistent. WPLP accepted Hydro One's apportionments and methodology that an Industrial class cannot exceed "Medium Low Risk".

Application to OEB

Where WPLP considers that the risk classification that results from the application of the above methods produces an anomalous result, WPLP may, with the Load Connection Applicant's consent, assign a different risk classification to the new or proposed connection. Where the Load Connection Applicant does not consent, WPLP may apply to the OEB for approval to determine the Load Connection Applicant's risk classification using an alternate methodology. (Code Appendix 4)

4 Load Connection Applicant's Load Forecast and Connection Revenue

The relevant connection rate revenues shall be the revenue derived from that part of the Load Connection Applicant's new load that exceeds the TNSC of any connection facility already serving that Load Connection Applicant and which will be served by the new or modified connection facility. (Code section 6.5.2 (j))

The Load Connection Applicant shall provide WPLP with its load shape in monthly peak load forecasts based on the economic evaluation period calculated in section 3 in this procedure. This shall be submitted to WPLP in writing and signed by a person or persons that can bind the company. The format acceptable to WPLP is based on the Load Forecast Form to be provided by WPLP. (Code section 6.5.2 (k))

5 Capital Contribution Calculation

5.1 The Capital Contribution ("CC") Calculation will be based on the following requirements:

5.1.1 WPLP will calculate the CC using the discounted cash flow calculation set out in the Code Appendix 5 using the forecast connection rate revenues from the connection facilities as calculated in section 4 in this procedure and the fully allocated capital cost [based on the estimated costs identified in TCP – Step 3 – Connection Estimates and if applicable TCP – Procedure P6 - Contestability Procedure (Load Customers)], operating and maintenance cost and administrative cost of the minimum design required to meet the Load Connection Applicant's needs. The costs shall include WPLP's cost of WPLP-owned equipment for monitoring and testing installed on connection facilities on either side of the connection point, and the cost of carrying out verification testing on that equipment; (Code section 6.5.2 (c))

5.1.2 The cost used in the economic evaluation is limited to the advancement costs where WPLP had planned a new or modified connection facility and moves the planned date forward to accommodate a Load Connection Applicant; (Code section 6.5.2 (d))

5.1.3 WPLP will use a discount rate that is based on WPLP's current deemed debt-to-equity ratio, debt and preference share costs and the most recent Board-approved rate of return on equity; (Code section 6.5.2 (e))

5.1.4 That discounting will reflect the true timing of expenditures so that upfront capital expenditures are treated as occurring at the beginning of the first year of operation, and

future capital expenditures, annual connection rate revenues and average operation and maintenance costs will be treated as occurring at the mid-point of the year in which they occur; (Code section 6.5.2 (f))

- 5.1.5 WPLP will take into account all relevant tax amounts, adjusted by any applicable capital cost allowance. (Code section 6.5.2 (g)) Taxes include income taxes, capital taxes and other taxes, as applicable;
- 5.1.6 WPLP will exclude network facility costs and network rate revenues; and (Code section 6.5.2 (h))
- 5.1.7 WPLP will exclude historic revenues and sunk costs. (Code section 6.5.2 (i))
- 5.2 Where WPLP undertakes an economic evaluation for a Load Connection Applicant the economic evaluation will be completed separately for line connection assets and transformation connections assets. (Code section 6.5.2 (l))
- 5.3 Where one or more customers triggers the need for a new or modified connection facility and the IESO undertakes an assessment at the request of WPLP that confirms the new or modified connection facility will also address a broader network system need, WPLP shall determine the proportional benefit and the related attribution of costs between the triggering customer(s), collectively, and the network pool. WPLP shall then attribute the collective triggering customer costs to each triggering customer(s). When this applies, WPLP shall apply to the Board for approval of the attribution of costs between the triggering customer(s) and the network pool. Where the Board approves a different attribution of costs, WPLP shall recalculate the capital contribution to be made by the triggering customer(s). (Code sections 6.3.18 and 6.3.18A)

6 Fully Allocated Capital Cost

The fully allocated capital cost to be used in the calculation of the Load Connection Applicant's capital contribution is:

- 6.1 the capital costs of any WPLP uncontestable work including WPLP overheads; plus
- 6.2 where facilities are transferred to WPLP for contestable work, the capital cost of the contestable work which will be equal to the transfer price which includes any direct costs and overheads WPLP incurred as part of providing design technical requirements and specifications and to manage the project including inspection, testing and commissioning costs billed to the Load Connection Applicant.

7 Partial Refund of Capital Contribution

- 7.1 Where a Load Connection Applicant has made a capital contribution for the construction or modification of a connection facility, and where that capital contribution includes the cost of capacity on the connection facility not needed by the Load Connection Applicant, WPLP shall provide a refund, calculated in accordance with the Code section 6.3.17A, to the Load Connection Applicant if that capacity is assigned to another load customer within fifteen years of the date on which the connection facility comes into service. Where such a refund is required under the Code section 6.3.17, WPLP shall require a financial contribution, calculated in accordance with the Code section 6.3.17A, from the subsequent customer to cover the amount of that refund. (Code section 6.3.17)
- 7.2 In relation to the transmission facilities described in WPLP's transmitter licence (ET-2015-0264) under Schedule 1 paragraphs (b) and (c) thereto (the "Remote Connection Lines"), section 7.1 above and sections 6.3.17 and 6.3.17A of the Code apply on the basis that the Government of Canada's contribution towards the costs of the Remote Connection Lines is deemed to be a prior capital contribution made by an initial customer to whom a refund may arise. Where such a refund is required under the Code section 6.3.17 and calculated in accordance with the Code section 6.3.17A, the amount so calculated shall be remitted to WPLP, which will pay such amount to the independent trust created to offset the Remote or Remote Electricity Rate impact arising from the Remote Connection Lines, or as otherwise directed by the Board.

8 Economic Evaluation Procedure

- 8.1 WPLP will initiate the Economic Evaluation Procedure once the Load Connection Applicant has informed WPLP in writing as per section 2.1 Initiating the Economic Evaluation Procedure.
- 8.2 WPLP will define what information the Load Connection Applicant must provide in order to determine the financial risk of the Load Connection Applicant. The information will include, but not be limited to:
 - i. Credit worthiness and bond rating
 - ii. Audited financial statements for previous 3 years
- 8.3 The Load Connection Applicant provides the requested information to WPLP.

- 8.4 WPLP will determine the financial risk and economic horizon for the Load Connection Applicant as per section 3 in this procedure and inform the Load Connection Applicant in writing.
- 8.5 WPLP will calculate the Load Connection Applicant's initial capital contribution as per section 5 in this procedure based on estimated costs.
- 8.6 WPLP will provide the Load Connection Applicant in writing a copy of the economic evaluation with the requirement for any initial capital contribution clearly identified.
- 8.7 The Load Connection Applicant and WPLP will proceed to negotiate and sign a CCRA as per TCP – Step 4 – Connection and Cost Recovery.

- 8.8 Since the calculation of the Load Connection Applicant's initial capital contribution was based on estimated costs, WPLP will recalculate the Load Connection Applicant's capital contribution in accordance with the original method based on actual costs as soon as these are known, and obtain from or credit the Load Connection Applicant for any difference between the two calculations. Such recalculated capital contribution shall thereafter be used as the Load Connection Applicant's capital contribution for all purposes under the Code. (Code section 6.5.2)

9 Economic Evaluation True-up Procedure

- 9.1 WPLP will document in the CCRA the requirements for true-up calculations based on the Code sections 6.5.3 to 6.5.11.
- 9.2 The Load Connection Applicant will provide WPLP, on the true-up date, its revised load forecast from the true-up date until the end of the economic evaluation period with a format as per WPLP's Load Forecast Form.
- 9.3 WPLP will undertake the Economic Evaluation at each true-up point based on the Code sections 6.5.3 to 6.5.11 and as documented in the CCRA.
- 9.4 WPLP will inform the Load Connection Applicant in writing of the results of the economic evaluation true-up calculation including any additional payment the load customer is required to pay to make up any shortfall or identification of any excess revenue credited to the load customer in a notional account.
- 9.5 For the final true-up calculation, WPLP will indicate to the Load Connection Applicant in writing that it is the last true-up and any adjustments will be as per the Code section 6.5.7 which applies to any payment to the load customer of the final credit in the notional account.

10 Distributors Required to Provide a Capital Contribution

- 10.1 Where a distributor is required to provide a capital contribution, WPLP shall permit the capital contribution to be provided in equal installments over a period of time not to exceed five years unless a longer period is approved by the Board. Where a distributor provides the capital contribution in installments, WPLP shall charge interest on the unpaid balance at the Board's prescribed construction work in progress rate, which is updated quarterly and published on the Board's website. The interest charges shall accrue monthly commencing on the date the connection asset goes into service and be paid annually, as part of each installment payment. (Code section 6.3.19)
- 10.2 For the purposes of section 3.6.1 of the Distribution System Code, WPLP shall, upon the request of a transmission-connected distributor, calculate the capital contribution amount for each distributor and each distribution-connected large load customer with a non-coincident peak demand exceeding 5 MW that contributes to the need for a new or modified transmitter-owned connection facility. WPLP shall calculate any true-ups in respect of each capital contribution in accordance with the true-up provisions of Code section 6.5. (Code section 6.3.20)

Procedure P6

**Contestability Procedure
(Load Customers)**

P6 – Contestability Procedure

1 Introduction

This Contestability Procedure was developed based on the intent of the Code section 6.6 (Contestability).

2 Criteria for Uncontestable and Contestable Work:

Sections 2.1 and 2.2 define the Uncontestable Work and Contestable work based on the Code section 6.6.2 (a).

2.1 Uncontestable Work:

- 2.1.1 Design and build modification to or addition of transformation and/or line connection facilities on WPLP's existing facilities or utilizing existing station sites or existing rights-of-way; or
- 2.1.2 Design technical requirements and specifications for new transformation and/or line connection facilities not on WPLP's existing facilities or utilizing existing station site or existing rights-of-way but to be owned by WPLP.

2.2 Contestable Work:

- 2.2.1 Design and build (excluding design technical requirements and specifications) new transformation and/or line connection facilities to be owned by WPLP which do not utilize existing station sites or existing rights-of-way.

3 Rights and Obligations of the Load Customer:

- 3.1 The right of the load customer to choose to carry out the contestable work or to require WPLP to do it, provided that where the load customer chooses to carry out the contestable work, it must carry out all of the contestable work. (Code section 6.6.2 (c))
- 3.2 Where a load customer elects to carry out contestable work, the obligation of the load customer to complete that contestable work in accordance with WPLP's conceptual design and technical standards and specifications and to pay any Board-approved fees for inspection, testing and commissioning by WPLP. (Code 6.6.2 (d))
- 3.3 The right of the load customer to transfer any dedicated connection facilities (connection facilities serving one customer) it constructs to WPLP and the obligation to transfer non-dedicated connection facilities (connection facilities serving more than one load or generator customer) that it constructs to WPLP. (Code section 6.6.2 (e))

4 Obligations of WPLP:

- 4.1 Where a load customer requires new connection facilities, WPLP shall allow the load customer to elect either to provide its own connection facilities or to require WPLP to provide them. (Code section 6.6.1)
- 4.2 Where the load customer elects to require WPLP to provide the connection facilities, WPLP shall also allow the load customer to elect to have any associated contestable construction or design work as identified in section 2.2.1 in this procedure carried out by a party other than WPLP. (Code section 6.6.1)
- 4.3 WPLP has an obligation at no cost to provide the following to the load customer (Code section 6.6.2 (b)):
- i. a description of the contestable work and uncontestable work base on the criteria above;
 - ii. a description of the labour and materials for each of the contestable work and the uncontestable work;
 - iii. an initial estimate of the capital cost for each of the contestable work and the uncontestable work, broken down into labour (including design, engineering and construction), materials, equipment, direct overhead (including administration) and indirect overhead costs, together with an indication of the degree of accuracy of that estimate;
 - iv. the calculation used to determine any capital contribution to be paid by the load customer if WPLP constructs the connection facilities, even if no capital contribution is required. This calculation must include all of the assumptions and inputs used to produce the economic evaluation as described in TCP – Procedure P5 – Economic Evaluation Procedure (Load Customers), including the manner in which the customer’s risk classification has been determined under the Code Appendix 4; and
 - v. the information set out in the Code Appendix 3, and the technical standards and specifications applicable to the contestable work, in sufficient detail to allow the load customer to design and construct connection facilities that will meet the requirements applicable to WPLP’s transmission system;
- and to provide, at cost, any revisions to this information required either due to changes in the load customer's plans or to obtain additional design work in order to enhance WPLP’s initial capital cost estimate.
- 4.4 Where a load customer proposes or is obliged to transfer any connection facilities it constructs to WPLP, WPLP has an obligation to provide, upon request and at cost, engineering design in sufficient detail to allow the load customer to carry out the contestable work and meet the specific connection facility design and performance requirements of WPLP. (Code section 6.6.2 (f))
- 4.5 The obligation of WPLP to pay a transfer price that is the lower of the cost to the load customer or the transmitter's reasonable cost to do the same work, for any connection

facility a load customer constructs and opts or is required to transfer to WPLP. (Code section 6.6.2 (g))

- 4.6 Where WPLP pays a transfer price for a connection facility constructed by a load customer, WPLP has an obligation to make any adjustment required to reflect that transfer price in any capital contribution that is to be paid by the load customer as calculated in accordance with TCP – Procedure P5 – Economic Evaluation Procedure (Load Customers). (Code section 6.6.2 (h)):
- 4.7 WPLP has an obligation to prepare all estimates required by this contestability procedure in accordance with good utility practice and industry standards. (Code section 6.6.2):
- 4.8 WPLP shall provide a copy of this contestability procedure to any load customer requiring new connection facilities. (Code section 6.6.3)

5 Contestability Procedure

- 5.1 As per TCP – Step 3 – Connection Estimates section 3.4.2, the load connection applicant will indicate to WPLP in writing whether it is requesting WPLP to implement this Contestability Procedure.
- 5.2 If the Load Connection Applicant requires WPLP to provide initial estimates of the capital cost of contestable work, then WPLP shall provide the customer with the information as outlined in section 4.3 in this procedure within 45 business days.
- 5.3 As per TCP – Step 3 – Connection Estimates section 3.4.13, the load connection applicant must select one of the following three options:
 - i. WPLP built and owned (pool funded)
 - ii. Customer built and transferred to WPLP (pool funded)
 - iii. Customer built and owned (not pool funded)
- 5.4 If the Load Connection Applicant selects the option under section 5.3 i above (WPLP built and owned), then the WPLP initial estimates for all the contestable and uncontestable connection facilities will be used in the TCP – Procedure P5 – Economic Evaluation Procedure to determine the Load Connection Applicant’s capital contribution. The initial estimate will typically be +/- 20% as per the TCP – Step 3 – Connection Estimates.
- 5.5 If the Load Connection Applicant selects the option under section 5.3 ii above (to build the facilities themselves and transfer the facilities to WPLP), then:
 - 5.5.1 WPLP will provide initial estimates of the capital cost for the contestable and uncontestable WPLP work required for connection as per section 4.3 in this procedure and these initial estimates will be used in the TCP – Procedure P5 – Economic Evaluation Procedure to determine the Connection Applicant’s capital contribution. The initial estimate will typically be +/- 20% as per the TCP – Step 3 – Connection Estimates;
 - 5.5.2 If the Load Connection Applicant proceeds with the connection, WPLP will provide, when requested and at cost as part of the full capital cost of the facility to be transferred to WPLP,

design technical requirements and specifications to allow the customer to carry out the contestable work including WPLP design, construction, operations and maintenance standards that must be met in constructing the connection facilities to be transferred to WPLP;

- 5.5.3 the transfer price will be as per section 4.5 in this procedure and WPLP's reasonable cost to do the same work will be based on the initial estimated capital cost of the contestable work (if the Connection Applicant requests a more accurate estimate from WPLP, then WPLP will provide a more accurate estimate at cost for the Connection Applicant to establish WPLP's reasonable cost of the contestable work to determine the transfer price);
- 5.5.4 the capital cost of the contestable work will be equal to the transfer price which includes any direct costs and overheads WPLP incurred as part of providing design technical requirements and specifications and to manage the project including inspection, testing and commissioning costs billed to the Connection Applicant; and
- 5.5.5 the capital cost for a connection facility constructed by the Load Connection Applicant is finalized and WPLP has paid the Load Connection Applicant the transfer price, WPLP will adjust the capital contribution as per section 4.6 of this procedure with the Load Connection Applicant accountable for any increase in the capital contribution and WPLP accountable for refunding part of the capital contribution, already paid by the Load Connection Applicant, if the capital contribution is reduced.
- 5.6 If the Load Connection Applicant selects the option under section 5.3 iii above (to build and own all new connection facilities that are contestable), then WPLP's initial estimates for uncontestable connection facilities will be used in the TCP – Procedure P5 – Economic Evaluation Procedure to determine the Connecting Customer's capital contribution. The initial estimate will typically be +/- 20% as per the TCP – Step 3 – Connection Estimates.

Procedure P7

Reconnection Procedure

P7 – Reconnection Procedure

1 Introduction

This Reconnection Procedure was developed based on the intent of the Code section 6.10.3. The procedure applies in the case of a voluntary temporary disconnection by the customer or after disconnection of the customer by WPLP and the customer requests reconnection. This procedure does not apply to planned and unplanned outages.

After a voluntary temporary disconnection by the customer or after disconnection of the customer by WPLP, WPLP shall provide the customer with this reconnection procedure which can be downloaded from WPLP's website www.wataypower.com. If the changes to the customer facilities are not material, then this reconnection procedure should be limited to commissioning of the customer's facility and any WPLP connecting facilities especially protection and control systems.

2 Reconnection Procedure

- 2.1 When the customer wishes to reconnect a Customer Connection Application will be completed and sent to WPLP. The focus of the application will be to identify the reason for the disconnection, any measures taken to rectify any connection issues and any differences in the customer's facilities since the disconnection.
- 2.2 WPLP will then follow TCP – Step 1 – Customer Connection Application to start the reconnection process.
- 2.3 The customer will contact the IESO and determine if a SIA or ESIA is required to be conducted by the IESO. If the IESO requires either, then follow TCP – Step 2 – SIA and CIA Studies.

Note: WPLP shall not carry out a system study in relation to a proposed reconnection unless it can demonstrate that the system study is necessary to ensure system integrity or is required by the IESO. (Code section 6.10.4)

- 2.4 WPLP will provide for notice to be given to Connection Applicant, setting out all steps to be taken by the Connection Applicant and WPLP as part of the reconnection based on information submitted by the customer. Steps to be considered are:
 - 2.4.1 WPLP will review any changes the customer has identified in its system since disconnection and if required a CIA will be undertaken as per TCP – Procedure P4 – Customer Impact Assessment (CIA) Procedure at the reconnecting customer's cost.
 - 2.4.2 WPLP will estimate the costs of reconnection following TCP – Step 3 – Connection Estimates to estimate any costs to be borne by the customer. WPLP will also inform the customer of the duration of the reconnection process.

- 2.4.3 The customer will be required to sign a CCRA as outlined in TCP – Step 4 – Connection and Cost Recovery. This includes the customer and transmitter signing a revised or new Connection Agreement before reconnection of the customer as required.
- 2.4.4 WPLP and the customer will follow the relevant steps in TCP – Step 5 – Design & Build and TCP – Step 6 - Commissioning based on the amount of changes to the customer facility as part of reconnection.
- 2.5 WPLP will approve the reconnection of the customer facilities when it is satisfied that the customer facilities will not cause any adverse effects on the transmission system.
- 2.6 After the customer is reconnected, WPLP will invoice the customer for any costs incurred as part of this Reconnection Procedure.

Procedure P8

Dispute Resolution Procedure

P8 – Dispute Resolution Procedure

1 Introduction

WPLP has developed the following Dispute Resolution Procedure for implementation only in the event of a dispute between WPLP and a customer regarding WPLP's obligations under the *Ontario Energy Board Act*, the *Electricity Act*, its license, the Code or any of WPLP's connection procedures as per the Code section 6.1.4 (h) and in accordance with the Code section 12.1.

This Dispute Resolution Procedure includes provisions that: (Code section 12.1.2)

- a) provide for the fair, timely and effective resolution of disputes;
- b) set out specific timelines for completion of the Dispute Resolution Process; and
- c) establish the right of WPLP or the customer to bring a dispute (which is subject to this process) to the OEB for resolution, if it has not been resolved by the parties within 30 days using the procedure outlined in section 2.2 in this procedure.

If a dispute arises while WPLP is constructing new or modified connection facilities for a Connection Applicant, WPLP shall not cease work or slow the pace of work without leave of the Board. (Code section 12.1.3)

2 Dispute Resolution Procedure

2.1 Exclusivity

2.1.1 Subject to sections 2.1.2 below:

- a) the procedure set forth in this TCP – Procedure P8 – Dispute Resolution Procedure shall apply to disputes arising between WPLP and a customer regarding WPLP's obligations under the *Ontario Energy Board Act*, the *Electricity Act*, its license, the Code or any of WPLP's connection procedures except as otherwise specified in the Code section 12. (Code section 12.1.1)
- b) the Parties shall comply with the procedure set out in this TCP – Procedures P8 – Dispute Resolution Procedure before taking any other civil or other proceeding in relation to the dispute.

2.1.2 For greater certainty, this dispute resolution procedure shall not apply to any disputes that arise between the Connection Applicant and a third-party or between WPLP and a third-party, nor shall this dispute resolution procedure apply to a dispute between WPLP and a customer: (Code section 12.1.4)

- a) that is governed by the dispute resolution process contained in their connection agreement; or

- b) that relates to the terms and conditions of a contractual arrangement that is under negotiation between WPLP and the customer, except where one party alleges that the other party is:
 - i) seeking to impose a term or condition that is inconsistent with or contrary to the *Ontario Energy Board Act*, the *Electricity Act*, a party's licence, the Code or any of WPLP's connection procedures; or
 - ii) refusing to include a term or condition that is required to give effect to the Code or any WPLP's connection procedures.

2.2 Duty to Negotiate

- 2.2.1 Any dispute between the customer and WPLP referred to in section 2.1.1 in this procedure shall be referred to a designated senior representative of each of the Parties for resolution on an informal basis as quickly as possible.
- 2.2.2 The designated senior representatives of the Parties shall attempt in good faith to resolve the dispute within 30 days of the date on which the dispute was referred to them. The Parties may by mutual agreement extend such period.
- 2.2.3 If a dispute is settled by the designated senior representatives of the Parties, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties. The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- 2.2.4 If a Party fails to comply with the terms of settlement referred to in section 2.2.3 in this procedure, the other Party may submit the matter to arbitration under section 2.5 and 2.6 in this procedure.
- 2.2.5 A copy of the minutes of settlement referred to in section 2.2.3 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.
- 2.2.6 If requested by the Board, a copy of the minutes of settlement, held in confidence, referred to in section 2.2.3 shall be made available to the Board by the Transmitter.
- 2.2.7 If requested by the Board, a copy of the minutes of settlement, held in confidence, referred to in section 2.6.9 or a copy of the decision of the arbitrator(s), held in confidence, shall be made available to the Board by the Transmitter.

2.3 Ontario Energy Board

- 2.3.1 WPLP or the customer has the right to bring a dispute to the Board for resolution, if it has not been resolved by the parties within 30 days using the procedure outlined in section 2.2 in this procedure.

2.4 Submission of Unresolved Disputes to Arbitration

- 2.4.1 If the designated senior representatives of the Parties cannot resolve the dispute within the time period set out in section 2.2.2 in this procedure and neither party chooses to bring the dispute to the Board as set out in section 2.3.1 in this procedure or where sections 2.2.4 or 2.6.10 in this procedure apply, either party may submit the dispute to binding arbitration under sections 2.5 and 2.6 in this procedure.

If a party fails to comply with the terms of a settlement that has been recorded by the arbitrator(s) in the form of an award pursuant to section 36 of the Arbitration Act, the other party may make an application to the court to enforce the award.

If a party fails to comply with the terms of a settlement that has not been recorded by the arbitrator(s) in the form of an award pursuant to section 36 of the Arbitration Act, the other party may either submit the matter to arbitration or, if after 30 days the dispute is not resolved, to the Board.

2.5 Selection of Arbitrator(s)

- 2.5.1 The Parties shall use good faith efforts to appoint a single arbitrator for purposes of the arbitration of the dispute. If the Parties fail to agree upon a single arbitrator within ten business days of the dispute being submitted to binding arbitration as set out in section 2.4.1 in this procedure, each Party shall within five business days thereafter choose one arbitrator. The two arbitrators so chosen shall within twenty days select a third arbitrator.
- 2.5.2 Where a Party has failed to choose an arbitrator under section 2.5.1 in this procedure within the time allowed, the other Party may apply to a court to appoint a single arbitrator to resolve the dispute.
- 2.5.3 No person shall be appointed as an arbitrator unless that person:
- a) is independent of the Parties;
 - b) has no current or past substantial business or financial relationship with either Party, except for prior arbitration; and
 - c) is qualified by education or experience to resolve the dispute.

2.6 Arbitration Procedure

- 2.6.1 The arbitrator(s) shall provide each of the Parties with an opportunity to be heard orally and/or in writing, as may be appropriate to the nature of the dispute.
- 2.6.2 The *Arbitration Act, 1991 (Ontario)* shall apply to an arbitration conducted under this procedure.
- 2.6.3 The arbitrator(s) shall make due provision for the adequate protection of confidential information that may be disclosed or may be required to be produced during the course of

an arbitration in a manner consistent with the confidentiality obligations set out in the Code Appendix 1 section 21.

- 2.6.4 All proceedings relating to the arbitration of a dispute shall be conducted in private unless the Parties agree otherwise.
- 2.6.5 Unless the Parties otherwise agree, the arbitrator(s) shall render a decision within ninety days of the date of appointment of the last to be appointed arbitrator, and shall notify the Parties of the decision and of the reasons therefore.
- 2.6.6 The decision of the arbitrator(s) shall be final and binding on the Parties and may be enforced in accordance with the provisions of the Arbitration Act, 1991 (Ontario). The Party against which the decision is enforced shall bear all costs and expenses reasonably incurred by the other Party in enforcing the decision.
- 2.6.7 Subject to section 2.6.8 below, each Party shall be responsible for its own costs and expenses incurred in the arbitration of a dispute and for the costs and expenses of the arbitrator(s) if appointed to resolve the dispute.
- 2.6.8 The arbitrator(s) may, if the arbitrator(s) consider it just and reasonable to do so, make an award of costs against or in favour of a Party to the dispute. Such an award of costs may relate to either or both the costs and expenses of the arbitrator(s) and the costs and expenses of the Parties to the dispute.
- 2.6.9 If a dispute is settled by the Parties during the course of an arbitration, the Parties shall prepare and execute minutes setting forth the terms of the settlement. Such terms shall bind the Parties, and either Party may request that the arbitrator(s) record the settlement in the form of an award under section 36 of the Arbitration Act, 1991 (Ontario). The subject-matter of the dispute shall not thereafter be the subject of any civil or other proceeding, other than in relation to the enforcement of the terms of the settlement.
- 2.6.10 If a Party fails to comply with the terms of settlement referred to in section 2.6.9 above, the other Party may submit the matter to arbitration under sections 2.5 and 2.6 in this procedure if the settlement has not been recorded in the form of an award under section 36 of the Arbitration Act, 1991 (Ontario).
- 2.6.11 A copy of the minutes of settlement referred to in section 2.6.9 from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.
- 2.6.12 A copy of the decision of the arbitrator(s) from which all Confidential Information has been expunged shall be made available to the public by the Transmitter.

Appendix 1

Schedule of Charges and Fees

Wataynikaneyap Power

SCHEDULE OF CHARGES & FEES

ACTIVITY	CHARGES & FEES
1 Feasibility Study	Actual Costs
2 SIA & CIA Studies	Actual Costs
3 Connection Estimates (when a Customer pays)	Actual Costs
4 Engineering, Design, or Construction Activities	Actual Costs
5 Inspection, Testing and Commissioning associated with Customer Facilities	Actual Costs

NOTE:

In all the above cases, where WPLP will be incurring costs on behalf of the customer, the customer will enter into a cost recovery agreement with WPLP (e.g. CCRA) prior to costs being incurred.

WPLP does not have many customers applying for a new or modified connection to WPLP's transmission system; therefore, all new or modified connections will be based on actual costs for each connection.

Actual Costs: The activities set out in this schedule will be primarily conducted by third-party consultants whose costs will be passed through to the customer without mark-up by WPLP. WPLP's contribution to the activities set out in this schedule will be based on time and materials incremental to costs currently included in WPLP's revenue requirement.

Notwithstanding the foregoing, this Appendix shall not apply in respect any new or modified HORCI connections to serve the Remote Communities, the costs of which shall be subject to the funding framework approved by the Board in WPLP's Leave-to-Construct application (EB-2018-0190), Board-approved Rate Order for WPLP in effect at the time, and/or applicable provisions of the transmission connection agreement between HORCI and WPLP in effect at the time.

Appendix 2

Summary of Process Timelines

SUMMARY OF PROCESS TIMELINES

	Timeline	Trigger
Step 1 – Connection Application	10 business days or as agreed to by WPLP and the Connection Applicant	From receipt of Customer Connection Application
Step 2 –CIA Studies	60 to 75 Business Days	From the Date the Connection Applicant requests in writing for WPLP to undertake the CIA
Step 3 – Connection Estimates <i>(Includes Economic Evaluation Procedure and Contestability Procedure for Load Customers)</i>	45 Business Days <i>(Provided the Load Customer provides the requested financial information within 15 business days.)</i>	From the later Date of a Signed Connection Estimate Agreement (CEA) or receipt of the Electrical Design Documentation
Step 4 – Connection and Cost Recovery	30 Business Days Minimum <i>(Excluding any requirements for an EA, OEB Approval, ESA or other Regulatory Approvals or securing of easements/property rights)</i>	From Connection Applicant Request for Connection in writing
Step 5 –Design & Build	Project Specific – To Be Negotiated With Connection Applicant.	As per CCRA
Step 6 – Commissioning	30 Business Days	From Connection Applicants submission of the Commissioning Plan