WATERLOO NORTH HYDRO INC.
Engineering Department

MICRO-EMBEDDED GENERATION FACILITY CONNECTION AGREEMENT

P.O. Box 640, 526 Country Squire Road
Waterloo, ON N2J 4A3
Tel: 519-888-5552
Fax: 519-886-7049
eclerk@wnhydro.com

In consideration of the proposed connection of generation by _____(Customer) to Waterloo North Hydro Inc. (WNH) power distribution grid, the following terms and conditions apply:

1.0 ELIGIBILITY

1.1 The Customer agrees that its generation connection shall be subject to all applicable laws and regulations, including but not limited to the Distribution System Code and the Ontario Electrical Safety Code.

1.2 The connection is bound by the terms and conditions of WNH's Conditions of Service as amended from time-to-time as well having been filed with the OEB, available upon request.

2.0 TECHNICAL REQUIREMENTS

2.1 The Customer represents and warrants that they have installed, or will install prior to the connection of the generation facility, an isolation device satisfying Section 84 of the Ontario Electrical Safety Code and in a location satisfactory to WNH. The Customer shall allow WNH's staff access to and operation of this as required for the maintenance and repair of the distribution system.

2.2 The Customer agrees to perform regular scheduled maintenance to the generation facility as outlined by the equipment manufacturer in order to assure that connection devices, protection systems, and control systems are maintained in good working order and in compliance with all applicable laws.

2.3 The Customer agrees that during a power outage on WNH system, the generation facility will shut down, unless special transfer and isolating capabilities are installed on the generation facility. Further, the Customer agrees to the automatic disconnection of its generation facility from WNH's distribution system, as per the generator protective relay settings provided in Table 1 and 2 of this Agreement, in the event of a power outage on WNH's distribution system or any abnormal operation of WNH's distribution system.

2.4 The Customer covenants and agrees that the design, installation, maintenance, and operation of the generation facility are conducted in a manner that ensures the safety and security of both the generation facility and WNH's distribution system.

2.5 Due to WNH's obligation to maintain the safety and reliability of its distribution system, the Customer acknowledges and agrees that, in the event WNH determines that the generation facility (i) causes damage to; and/or (ii) is producing adverse effects affecting other distribution system customers or WNH's assets, the Customer will disconnect generation facility immediately from the distribution system upon direction from WNH and correct the problem at the Customer's own expense prior to reconnection.

3.0 LIABILITIES

3.1 The Customer and WNH will indemnify and save each other harmless for all damages and/or adverse effects resulting from either party's negligence or willful misconduct in the connection and operation of the generation facility or WNH's distribution system.

3.2 Both parties shall not be liable to each other under any circumstances whatsoever for any loss of profits or revenues, business interruptions losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

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4.0 COMPENSATION AND BILLING

4.1 If the Customer is not an embedded retail generator, they agree that, subject to any applicable law:

a) WNH will not pay for any excess generation that results in a net delivery to WNH between meter reads; and

b) there will be no carryover of excess generation from one billing period to the next unless the Customer is, at the relevant time, a net metered generator (as defined in section 6.7.1 of the Distribution System Code).

4.2 If the Customer is an embedded retail generator selling output from the generation facility to the Ontario Power Authority under contract, the Customer agrees that WNH will pay for generation in accordance with the Retail Settlement Code.

4.3 If the Customer is an embedded retail generator delivering and selling output to WNH, WNH will pay for generation in accordance with the Retail Settlement Code.

5.0 TERMINATION

5.1 The Customer has right to terminate this agreement at any time, and that by doing so the generation facility shall be disconnected with notification provided to WNH.

6.0 ASSIGNMENT

6.1 The Customer may assign their rights and obligations under this Agreement with the consent of WNH, which shall not withhold its consent unreasonably. WNH shall have the right to assign its rights and obligations under this Agreement without the consent of the Customer.

7.0 AGREEMENT:

I understand, accept and agree to comply with and be bound by the above terms and conditions governing the connection of my generation facility to WNH's distribution system.

WNH Account Number: _____ OPA Reference Number: _____

Customer Signature: _____ Date: _____

I confirm that the following information is true and accurate:

Renewable Fuel Type:	☐ Solar Photovoltaic (rooftop)	☐ Wind	☐ Biomass	☐ Biogas	☐ Biogas On-Farm
	☐ Solar Photovoltaic (non-rooftop)	☐ Water	☐ Landfill gas	☐ Other: _____	
Nameplate (Inverter) Rating (kW):			Solar Array Rating (kW):		
Connection Type:	☐ Direct	☐ Indirect – Parallel	Certification:	☐ C22.2 #107.1	☐ UL 1741 ☐ ESA