

APPENDIX 1 – STANDARD DEFINITIONS

The following terms shall have the meaning stated below when used in the ERSOP Rules or in the ERSOP Contract:

1. ***Access Rights*** has the meaning given to it in Section 3.1(g) of the ERSOP Rules.
2. ***Affiliate*** means any Person that (i) Controls a Party; (ii) is Controlled by a Party; or (iii) is Controlled by the same Person that Controls a Party.
3. ***Agreement*** has the meaning given to it on the ERSOP Contract Cover Page.
4. ***Ancillary Service*** has the meaning given to it in the IESO Market Rules.
5. ***Applicant*** means a Person submitting an Application to participate in the ERSOP Program.
6. ***Applicant Related Person*** means (i) any Person that, individually or with any other Person(s), Controls or is Controlled by the Applicant, or (ii) any Person that, with the Applicant, is Controlled by a third Person or Persons.
7. ***Application*** means an application submitted in response to the ERSOP Program in respect of the construction, development and operation of a Project and all clarifications and additional information, documents and statements in respect thereof provided by an Applicant, or on behalf of an Applicant, and submitted to the OPA.
8. ***Application Fee*** has the meaning given to it in Section 3.1(a) of the ERSOP Rules.
9. ***Application Security*** has the meaning given to it in Section 3.1(b) of the ERSOP Rules.
10. ***Arbitration Panel*** has the meaning given to it in Exhibit D of the ERSOP Contract.
11. ***Arm's Length*** means, with respect to two or more Persons, that such Persons are not related to each other within the meaning of subsections 251(2), (3), (3.1), (3.2), (4), (5) and (6) of the ITA or that such Persons, as a matter of fact, deal with each other at a particular time at arm's length.
12. ***Associated Relationship*** means the relationship between a meter at a Connection Point and a Market Participant (where such Market Participant is not the Metered Market Participant), as established by certain processes in the MV-Web.
13. ***Available Capacity*** has the meaning given to it in Section 2.2 of the ERSOP Rules.
14. ***Behind-the-Meter Facility*** means an Energy Recovery Facility that is connected to an Electrical Host Facility such that Electricity Delivered by such Energy Recovery Facility is recorded on the Electrical Host Facility's electricity meter or otherwise reduces the amount of Electricity the Electrical Host Facility draws from a Distribution System.
15. ***Biogas*** has the meaning given to it in Ontario Regulation 328/09, made under the *Electricity Act*, as published in *The Ontario Gazette* on September 26, 2009.
16. ***Biomass*** means organic matter that is derived from a plant and available on a renewable basis, including organic matter derived from dedicated energy crops, dedicated trees, agricultural food and feed crops, and waste organic material from harvesting or processing agricultural products, forestry products and sewage.

17. **BTU** means British thermal unit (HHV).
18. **Business Day** means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.
19. **By-Product Fuel** means a fuel that is derived, directly or indirectly, from an industrial, commercial or manufacturing activity (excluding mining).
20. **Capacity Products** means any products related to the rated, continuous load-carrying capability of a Facility to generate and Deliver Electricity at a given time.
21. **Cents** or **¢** means hundredths of a Dollar.
22. **CESOP Directive** means the ministerial direction issued by the Ministry of Energy to the OPA on November 23, 2010, re “Combined Heat and Power”.
23. **CHP Generating Facility** means a gas-fired electricity generating facility in the Province of Ontario that utilizes combined heat and power technology.
24. **CHPSOP** or **CHPSOP Program** means the Combined Heat and Power Standard Offer Program established by the OPA pursuant to the CHPSOP Rules and any prior or subsequent version of the CHPSOP Rules.
25. **CHPSOP Project** means a CHP Generating Facility or a proposed CHP Generating Facility, described in an application under the CHPSOP Program.
26. **CHPSOP Rules** means the rules governing the CHPSOP Program as may be amended from time to time.
27. **Claim** means a claim or cause of action in contract, in tort, under any Laws and Regulations, or otherwise.
28. **Commercial Operation** has the meaning given to it in Section 2.5 of the ERSOP Contract.
29. **Commercial Operation Date** means the date on which Commercial Operation is first attained.
30. **Commercially Reasonable Efforts** means efforts which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by the ERSOP Rules or the ERSOP Contract and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the transaction therein contemplated.
31. **Company Representative** has the meaning given to it in Section 14.1 of the ERSOP Contract.
32. **Completion and Performance Security** means the financial security for the performance of the Supplier’s obligations under the ERSOP Contract that the Supplier must provide to and maintain with the OPA in accordance with Article 5 of the ERSOP Contract.
33. **Confidential Information** means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with an ERSOP Contract, whether before or after its execution, including all new information derived at any time from any such confidential

information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by the ERSOP Contract; (b) information already known to the Receiving Party prior to being furnished by the Disclosing Party; (c) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (d) information that is independently developed by the Receiving Party.

- 34. **Confidentiality Undertaking** has the meaning given to it in Section 7.1 of the ERSOP Contract.
- 35. **Connection Agreement** means the agreement or agreements required to be entered into between the applicable LDC and the Supplier (or if the Facility is a Behind-the-Meter Facility, between the applicable LDC and the Supplier or the Electrical Host Facility) with respect to the connection of the Facility (or the Electrical Host Facility, if applicable) to a Distribution System, in accordance with the Distribution System Code, and governing the terms and conditions of such connection.
- 36. **Connection Cost Agreement** has the meaning given to it in the Distribution System Code.
- 37. **Connection Costs** means those costs which are payable by the Supplier related to the capital contribution that an LDC may charge a generator to construct an expansion to connect a generation facility to a Distribution System as prescribed by the Distribution System Code.
- 38. **Connection Impact Assessment** means an assessment conducted by an LDC to determine the impact on a Distribution System of connecting the Facility to its Distribution System.
- 39. **Connection Point** means:
 - (a) where the Facility is not a Behind-the-Meter Facility, the electrical connection point between the Facility and a Distribution System where Electricity is injected into a Distribution System, as more particularly described in the Connection Agreement; or
 - (b) where the Facility is a Behind-the-Meter Facility, the electrical connection point between the Facility and the Electrical Host Facility where Electricity is injected into the Electrical Host Facility's electrical system.
- 40. **Contract Capacity** means the amount of electricity generating capacity (in MW) net of Station Service Loads, as specified in an Application and set out on the ERSOP Contract Cover Page, which is subject to verification in accordance with the terms of the ERSOP Contract, and which does not in any case exceed the Gross Nameplate Capacity of the Facility.
- 41. **Contract Date** means the effective date of the ERSOP Contract, as set out therein.
- 42. **Contract Payment** has the meaning given to it in Exhibit B of the ERSOP Contract.
- 43. **Contract Price** means the "Contract Price", as set out on the ERSOP Contract Cover Page.
- 44. **Contract Year** means a 12 month period which begins on the Term Commencement Date or an anniversary thereof, during the Term.
- 45. **Control** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests

sufficient to elect or appoint 50% or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise, and **Controlled by** has a corresponding meaning.

46. **CPI** or **Consumer Price Index** means the consumer price index for “All Items” published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Ontario.
47. **Customer Impact Assessment** means a study conducted by a Transmitter to assess the impact of the connection of a Project on other users of the IESO-Controlled Grid.
48. **Delivered** means, in relation to Electricity and certain Related Products, delivered to the Connection Point (which, for greater certainty, is net of Site-Specific Losses), and **Deliver** and **Delivering** have the corresponding meanings.
49. **Disclosing Party** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the OPA or the Supplier, as applicable.
50. **Discriminatory Action** has the meaning given to it in Section 12.1 of the ERSOP Contract.
51. **Discriminatory Action Compensation** has the meaning given to it in Section 12.2 of the ERSOP Contract.
52. **Distribution System** means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the IESO pursuant to the Distribution System Code.
53. **Distribution System Code** means the “Distribution System Code” established and approved by the OEB, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.
54. **Dollar** or **\$** means Canadian dollars and cents, unless otherwise specifically set out to the contrary.
55. **Duration of Term** means the length of the Term in respect of an Eligible Existing Energy Recovery Facility, which is described in Section 3.3(c) of the ERSOP Rules and set out on the ERSOP Contract Cover Page.
56. **Electrical Host Facility** means a facility which is directly connected to a Distribution System, to which the Facility is connected at the Connection Point.
57. **Electricity** means electric energy, measured in MWh-electrical.
58. **Electricity Act** means the *Electricity Act, 1998* (Ontario).
59. **Eligible Existing Energy Recovery Facility** for the purpose of the ERSOP Rules, has the meaning given to that term in Section 3.3 of the ERSOP Rules, and means, the purposes of the ERSOP Contract, a Facility that is the subject of an ERSOP Contract for which the ERSOP Contract Cover Page indicates that the Facility is an Eligible Existing Energy Recovery Facility.

60. ***Eligible Primary Energy Source*** means either By-Product Fuel or Under-Utilized Energy that are not derived from an electricity generating facility, each as approved by the OPA in its sole discretion, and which, for greater certainty, does not include any Renewable Fuel, Municipal Solid Waste, Fossil Fuel, peat or peat-derived products, or hazardous waste.
61. ***Eligible Supplementary Fuel*** means natural gas.
62. ***Embedded Retail Generator*** has the meaning given to it in the Retail Settlement Code.
63. ***Emission Reduction Credits*** means the credits associated with the avoidance or reduction of emissions below the lower of actual historical emissions or regulatory limits, including “emission reduction credits” as defined in O. Reg. 397/01 made under the *Environmental Protection Act* (Ontario) or such other regulations as may be promulgated under the *Environmental Protection Act* (Ontario) or any currently applicable or future Laws and Regulations.
64. ***Energy Recovery Facility*** means an Electricity generating facility located in Ontario which utilizes an Eligible Primary Energy Source as its Primary Energy Source and only supplements it with an Eligible Supplementary Fuel, and delivers that Electricity through a meter in accordance with all Laws and Regulations to a Distribution System.
65. ***Environmental Attributes*** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with an Energy Recovery Facility or the output of an Energy Recovery Facility, now or in the future, and the right to quantify and register these with competent authorities, including:
- (a) all right, title, interest and benefit in and to any renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of Electricity from the Facility as a result of the utilization of renewable energy technology;
 - (b) rights to any fungible or non-fungible attributes or entitlements relating to environmental impacts, whether arising from the Facility itself, from the interaction of the Facility with the IESO-Controlled Grid, a Distribution System or the Electrical Host Facility, or because of Laws and Regulations or voluntary programs established by Governmental Authorities;
 - (c) any and all rights, title and interest relating to the nature of an energy source (including a Renewable Fuel) as may be defined and awarded through Laws and Regulations or voluntary programs, including all Emission Reduction Credits; and
 - (d) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing which may be available in connection with the Facility,
- but excluding:
- (e) payments under the Government of Canada’s ecoENERGY for Renewable Power Program (or any predecessor program thereto) which may be available in connection with a Renewable Generating Facility;
 - (f) any tax benefit, or other benefit under the Government of Canada’s Canadian Renewable and Conservation Expenses (CRCE) or successor program which may be available in connection with a Renewable Generating Facility; and

- (g) such other items as the OPA may determine in its sole discretion at any time and from time to time, such excluded items to be posted on the Website and revised periodically.

For greater certainty, in the event that any governmental or non-governmental agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Environmental Attributes or their equivalent, the term “Environmental Attributes” as used in the ERSOP Contract shall include the rights or benefits created or sanctioned under any such program or programs to the extent available as a result of, or arising from, the production of Electricity or Related Products from the Facility.

66. **EPT** means Eastern Prevailing Time.
67. **ERSOP** or **ERSOP Program** means the Energy Recovery Standard Offer Program established by the OPA pursuant to the ERSOP Rules and any prior or subsequent version of the ERSOP Rules.
68. **ERSOP Contract** means the agreement entered into between a Supplier and the OPA in accordance with the ERSOP Rules, comprised of the ERSOP Contract Cover Page, the general terms and conditions, any applicable Exhibits, special terms and conditions (if applicable) and these Standard Definitions, as amended, restated or replaced from time to time.
69. **ERSOP Contract Cover Page** means the front pages of the ERSOP Contract setting out specific features of the Facility, including its Connection Point, Contract Capacity, Gross Nameplate Capacity (if different), and Contract Price.
70. **ERSOP Rules** means the rules governing the ERSOP Program as may be amended from time to time.
71. **EST** means Eastern Standard Time.
72. **Event of Default** means an event of default by the Supplier or the OPA.
73. **Facility** means all equipment, property and facilities comprising the Energy Recovery Facility, as described the Application (for the purpose of the ERSOP Rules) and as described on the ERSOP Contract Cover Page (for the purpose of the ERSOP Contract), with any modifications thereto approved by the OPA, and includes, for greater certainty, all equipment, property and facilities necessary to operate the Energy Recovery Facility to produce and deliver Electricity to the point at which the Facility’s revenue-quality meter records the net Electricity Delivered.
74. **Facility Amendment** has the meaning given to it in Section 2.1 of the ERSOP Contract.
75. **FIPPA** means the *Freedom of Information and Protection of Privacy Act* (Ontario).
76. **FIPPA Records** has the meaning given to it in Section 7.5 of the ERSOP Contract.
77. **Force Majeure** has the meaning given to it in Section 10.3 of the ERSOP Contract.
78. **Fossil Fuel** means coal, coke, natural gas, oil, diesel, propane, petroleum-based products and any products derived or synthesized from the foregoing.
79. **Fuel Supply Plan** has the meaning set out in Section 3.2 of the ERSOP Rules.

80. ***Future Contract Related Products*** means all Related Products that relate to the Facility and that were not capable of being traded or sold by the Supplier in the IESO-Administered Markets or other markets on or before the Contract Date.
81. ***Good Engineering and Operating Practices*** means any of the practices, methods and activities adopted by a significant portion of the North American electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgement by a prudent generator of Electricity in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Laws and Regulations. Good Engineering and Operating Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate acceptable practices, methods, or acts generally accepted in the North American electric utility industry. Without limiting the generality of the foregoing and in respect of the operation of the Facility, Good Engineering and Operating Practices include taking reasonable steps to ensure that:
- (a) adequate materials, resources and supplies, including fuel, are available to meet the Facility's needs under reasonable conditions and reasonably anticipated abnormal conditions;
 - (b) sufficient operating personnel are available and are adequately experienced and trained to operate the Facility properly, efficiently and taking into account manufacturers' guidelines and specifications and are capable of responding to reasonably anticipated abnormal conditions;
 - (c) preventative, routine and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation and taking into account manufacturers' recommendations and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment, tools and procedures; and
 - (d) appropriate monitoring and testing is done to ensure equipment is functioning as designed and to provide assurance that equipment will function properly under both normal and reasonably anticipated abnormal conditions.
82. ***Government of Canada*** means Her Majesty the Queen in right of Canada.
83. ***Government of Ontario*** means Her Majesty the Queen in right of Ontario.
84. ***Governmental Authority*** means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the OPA.
85. ***Gross Nameplate Capacity*** means the manufacturer's total installed rated capacity of the Facility to generate Electricity.
86. ***Host Developed Project*** means a Project or Facility where the owner of the Host Facility is not at Arm's Length to the Applicant or Supplier, as applicable.

87. **Host Facility** means the facility or facilities that produce the Eligible Primary Energy Source.
88. **Host Facility Force Majeure** means any act, event, cause or condition that (i) is beyond the Host Facility's owner's reasonable control, (ii) causes an unplanned outage of the Host Facility that completely prevents the Host Facility from producing an Eligible Primary Energy Source, (iii) results from an equipment failure or other Host Facility shutdown that could not reasonably have been anticipated by the owner of the Host Facility, and (iv) was not caused by the Host Facility's owner and could not have been prevented by the Host Facility's owner exercising commercially reasonable efforts to prevent.
89. **Hourly Delivered Electricity** means the Electricity generated and Delivered (net of Station Service Loads) by the Facility during any hour, provided such Electricity is delivered to the Connection Point and either (i) successfully injected into a Distribution System directly or through the Electrical Host Facility's electrical system, or (ii) successfully injected into the Electrical Host Facility's electrical system.
90. **Hourly Ontario Energy Price** or **HOEP** has the meaning given to it by the IESO Market Rules or shall mean any replacement thereof or successor thereto.
91. **HST** means the harmonized sales tax exigible pursuant to the *Excise Tax Act* (Canada), or any successor thereto.
92. **IE Certificate** means a certificate addressed to the OPA from an Independent Engineer, procured by the Supplier and at the Supplier's sole expense, that complies with the requirements of Section 2.5 of the ERSOP Contract.
93. **IESO** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act or its successor.
94. **IESO-Administered Markets** has the meaning given to it by the IESO Market Rules.
95. **IESO-Controlled Grid** has the meaning given to it by the IESO Market Rules.
96. **IESO Market Rules** means the rules made under Section 32 of the Electricity Act, together with all market manuals, policies, and guidelines issued by the IESO, as may be amended from time to time.
97. **Impact Assessment** means a Connection Impact Assessment, a System Impact Assessment or a Customer Impact Assessment, as applicable.
98. **Impact Assessment Priority Start Time** means the date and time set out on the ERSOP Contract Cover Page, before which a Supplier (other than in respect of an Eligible Existing Energy Recovery Facility) shall not apply for any Impact Assessment.
99. **Impact Assessment Priority Stop Time** means, with respect to an Agreement, the date and time set out on the ERSOP Contract Cover Page of such Agreement, before which the OPA shall use best efforts not to issue an Impact Assessment Priority Start Time to a Supplier that is offered a ERSOP Contract after such Agreement was offered.
100. **In-Service Date** means, with respect to an Eligible Existing Energy Recovery Facility, the date described in Section 3.3 of the ERSOP Rules and, with respect to an Eligible Existing Energy Recovery Facility under the ERSOP Contract, the "In-Service Date" set out on the ERSOP Contract Cover Page.

101. **including** means including (or includes) without limitation.
102. **Indemnitees** has the meaning given to it in Section 13.3 of the ERSOP Contract.
103. **Indemnifiable Loss** has the meaning given to in Section 13.3 of the ERSOP Contract.
104. **Independent Engineer** is an engineer that is (i) a Professional Engineer duly qualified and licensed to practise engineering in the Province of Ontario; and (ii) employed by an independent engineering firm which holds a certificate of authorization issued by Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by the Supplier; that does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the Facility; and that has not been engaged by any lender or prospective lender for the Facility.
105. **Insolvency Legislation** means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) or any analogous legislation, and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction of such application or competence of such law).
106. **Interest Rate** means the annual rate of interest established by the Royal Bank of Canada or its successor, from time to time, as the interest rate it will charge for demand loans in Dollars to its commercial customers in Canada and which it designates as its "prime rate" based on a year of 365 or 366 days, as applicable. Any change in such prime rate shall be effective automatically on the date such change is announced by the Royal Bank of Canada.
107. **ITA** means the *Income Tax Act* (Canada).
108. **kW** means kilowatt and **kWh** means kilowatt-hour.
109. **Launch Application** has the meaning given to it in Section 9.1 of the ERSOP Rules.
110. **Launch Period** has the meaning given to it in Section 5.1 of the ERSOP Rules.
111. **Laws and Regulations** means:
- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - (d) any requirements under or prescribed by applicable common law;
 - (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
 - (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the IESO from time to time that are binding on the Supplier.

112. **LDC** means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor”.
113. **LDC Connection Costs** means those Connection Costs associated with those modifications to LDC-owned facilities required to connect the Facility to a Distribution System that only the LDC can perform, and that are payable by the Supplier to the LDC as required by the Distribution System Code.
114. **LDC Portal** means a secure web site maintained by an LDC, either directly or indirectly, that provides a point-of-access for specific authorized users to a facility’s or site’s specific data, such as meter data, or such similar processes and/or application that may be implemented in conjunction with the “Smart Meter Initiative” for the presentment of meter data; and includes any systems or applications that may replace, supplement or succeed any such existing systems or applications.
115. **Market Participant** has the meaning given to it by the IESO Market Rules.
116. **Market Settlement Charges** means all market settlement amounts and charges described in Chapter 9 of the IESO Market Rules.
117. **Material Adverse Effect** means any change (or changes taken together) in, or effect on, the affected Party that materially and adversely affects the ability of such Party to perform its obligations under the ERSOP Contract or ERSOP Program.
118. **Metered Market Participant** has the meaning given to that term by the IESO Market Rules.
119. **Metering Plan** means a report that is provided by the Supplier to the OPA in the Prescribed Form that (a) verifies that the revenue-quality interval meters conform with Laws and Regulations administered by Measurement Canada with respect to such meter(s), and (b) provides all required information and equipment specifications needed to permit the OPA to remotely access, verify, estimate and edit for calculation purposes and/or total revenue meter readings in order to accurately determine the output of the Facility net of any Station Service Loads, and which is updated promptly, and, in any event, within 10 Business Days after any change to the metering installation occurs.
120. **Milestone Date for Commercial Operation** means the date set out on the ERSOP Contract Cover Page, by which the Facility is required to attain Commercial Operation.
121. **MMBTU** means one million BTUs (higher heating value).
122. **Municipal Solid Waste** means:
- (a) any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste, and Biomass; and
 - (b) solid fuel, whether or not it is waste, that is derived in whole or in part from the waste included in clause (a) of this definition.
123. **MVPortal** or **MV-Web** means the internet-based communications interface application for Market Participants supplied by the IESO that allows Market Participants to access physical and financial data for the IESO-Administered Markets, and includes any systems or applications that may replace, supplement or succeed MVPortal or MV-Web.

- 124. **MW** means megawatt.
- 125. **MWh** means megawatt-hour.
- 126. **Network Upgrade Costs** means those costs related to Network Upgrades. For greater certainty, Network Upgrade Costs shall not include Connection Costs.
- 127. **Network Upgrades** means all additions, improvements and upgrades to the network facilities, as defined by the Distribution System Code and Transmission System Code, for the connection of the Facility to a Distribution System or Transmission System, as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment, Connection Impact Assessment, Distribution System Code and Transmission System Code for generator connections.
- 128. **New Agreement** means a new agreement substantially in the form of the ERSOP Contract and for the then balance of the Term (had the ERSOP Contract not been terminated early), which may be entered into with a Secured Lender who is at Arm's Length with the Supplier or with a Person identified by such Secured Lender following an event of default under the Secured Lender's Security Agreement.
- 129. **New Energy Recovery Facility** means, for the purpose of the ERSOP Rules, a Facility which has not generated electricity on or before the date of the Application; and for the purposes of the ERSOP Contract, means a Facility that is the subject of an ERSOP Contract for which the ERSOP Contract Cover Page indicates that the Facility is a New Energy Recovery Facility.
- 130. **OEB** means the Ontario Energy Board or its successor.
- 131. **Off-Peak Hours** means any hour that is not an On-Peak Hour.
- 132. **Offer Notice** has the meaning given to it in Section 6.1(a) of the ERSOP Rules.
- 133. **On-Peak Hours** means all hours between and including 11:00:00 and 18:59:59 (at the Site), on Business Days, or such other contiguous eight hour block on Business Days that is designated by the OPA from time to time, and posted on the Website with at least 30 days notice of any such change.
- 134. **OPA** means the Ontario Power Authority and its successors and assigns.
- 135. **OPA Event of Default** has the meaning given to it in Section 9.3 of the ERSOP Contract.
- 136. **OPA Statement** has the meaning given to it in Section 11.2 of the ERSOP Contract.
- 137. **Other Suppliers** means all of the other suppliers that have an ERSOP Contract or other bilateral arrangements with the OPA similar in nature to the ERSOP Contract.
- 138. **Outage** means the removal of equipment from service, unavailability for connection of equipment or temporary de-rating, restriction of use or reduction in performance of equipment for any reason, including to permit the performance of inspections, tests, repairs or maintenance on equipment, which results in a partial or total interruption in the ability of the Facility to make the Contract Capacity available and Deliver the Electricity from the Facility.
- 139. **Party** means, (a) with respect to the ERSOP Contract, any one of the Supplier and the OPA, and the OPA and the Supplier are collectively referred to as the **Parties**; and (b) with respect to the

ERSOP Rules, any one of the Applicant and the OPA, and the OPA and the Applicant are collectively referred to as the **Parties**.

- 140. **Payment Date** has the meaning given to it in Section 4.2 or 4.3 of the ERSOP Contract, as applicable.
- 141. **Peak Performance Factor** means 1.35 for all On-Peak Hours and 0.90 for all Off-Peak Hours.
- 142. **Person** means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.
- 143. **PESP Report** has the meaning given to it in Section 2.7(b) of the ERSOP Contract.
- 144. **Planned Outage** means an Outage which is planned and intentional and has been disclosed to the OPA pursuant to Section 14.3 of the ERSOP Contract.
- 145. **Prescribed Form** means, in relation to a form, the latest version of the corresponding form appearing on the Website, as may be amended or replaced by the OPA from time to time and without notice to the Supplier.
- 146. **Price Reduction** has the meaning set out in Section 9.1 of the ERSOP Rules.
- 147. **Primary Energy Source Percentage** or **PESP** has the meaning set out in Section 3.2(b) of the ERSOP Rules and Section 2.8 of the ERSOP Contract, as applicable.
- 148. **Prior Contract** has the meaning given to it in Section 2.1(a)(vi) of the ERSOP Rules.
- 149. **Project** means an Energy Recovery Facility or a proposed Energy Recovery Facility, described in an Application.
- 150. **Property** means the lands encompassed by the legal description of the Site and includes any lands adjacent to the lands set out in the legal description of the Site which are owned by an Affiliate of, or the same Person as, any Person who owns any of the lands encompassed by the legal description of the Site.
- 151. **Reapplication** has the meaning set out in Section 5.2 of the ERSOP Rules.
- 152. **Receiving Party** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the OPA or the Supplier, as applicable.
- 153. **Registered Facility** has the meaning given to it in the IESO Market Rules.
- 154. **Regulatory Environmental Attributes** has the meaning given to it in Section 2.11 of the ERSOP Contract.
- 155. **Related Products** means all Capacity Products, Ancillary Services, transmission rights and any other products or services that may be provided by the Facility from time to time, excluding Environmental Attributes produced by the Facility, that may be traded or sold in the IESO-Administered Markets or other markets, or otherwise sold, and which shall be deemed to include products and services for which no market may exist, such as capacity reserves, but does not include steam, hot water, or chilled water.

156. **Renewable Biomass** has the meaning given to “biomass” in Ontario Regulation 328/09, made under the *Electricity Act*, as published in *The Ontario Gazette* on September 26, 2009.
157. **Renewable Fuel** means wind, solar (PV), Renewable Biomass, Biogas, landfill gas or waterpower.
158. **Replacement Provision(s)** has the meaning given to it in Section 1.7 of the ERSOP Contract, as applicable.
159. **Representatives** means a Party’s directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and those of its Affiliates and the agents and advisors of such Persons, and in respect of the OPA, includes any LDC. Prior to any assignment by the OPA, this definition shall also include the Government of Ontario, the Legislative Assembly of Ontario, the IESO and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.
160. **Retail Settlement Code** means the code established and approved by the OEB, governing the determination of financial settlement costs for electricity retailers, consumers, distributors and generators.
161. **Secured Lender** means the lender(s) under a Secured Lender’s Security Agreement.
162. **Secured Lender’s Security Agreement** means an agreement or instrument, including a deed of trust or similar instrument securing bonds or debentures, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Supplier’s Interest granted by the Supplier that is security for any indebtedness, liability or obligation of the Supplier, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.
163. **Senior Conference** has the meaning given to it in Section 15.1 of the ERSOP Contract.
164. **Settlement Period** has the meaning given to it in Section 4.2 or 4.3 of the ERSOP Contract, as applicable.
165. **Site** means the real property on, over, in or under which the Facility is, or is to be, situated, as such property is identified in the Application and in the ERSOP Contract.
166. **Site-Specific Losses** means Electricity losses due to line resistance, the operation of transformers and switches, and other associated losses of Electricity generated by the Facility which may occur as a result of the difference between the location of the meter and the Connection Point, as determined pursuant to loss factors applied in accordance with the Retail Settlement Code and other applicable regulatory instruments.
167. **Special Terms and Conditions** means the any terms and conditions that amend, supplement or delete any of the standard terms and conditions forming part of the ERSOP Contract, which are incorporated into an ERSOP Contract in Section 18 of the ERSOP Contract Cover Page.
168. **Standard Definitions** means these definitions which are applicable and appended to the ERSOP Rules and the ERSOP Contract.
169. **Statement** has the meaning given to it in Section 4.2 or 4.3 of the ERSOP Contract, as applicable.

170. **Station Service Loads** means the Electricity used for excitation and on-site maintenance and operation of power generation facilities, including auxiliary facilities, but excludes energy consumed in association with activities which could be ceased or moved to other locations without impeding the normal and safe operation of the Facility.
171. **Supplier** means the Person identified as the supplier on the ERSOP Contract Cover Page, and, as applicable, its heirs, estate trustees, personal and legal representatives, successors and permitted assigns.
172. **Supplier Event of Default** has the meaning given to it in Section 9.1 of the ERSOP Contract.
173. **Supplier's Interest** means the right, title and interest of the Supplier in or to the Facility and the ERSOP Contract or any benefit or advantage of any of the foregoing.
174. **Supplier's Network Upgrade Costs** means those Network Upgrade Costs that are payable by the Supplier to the Transmitter as required by the Transmission System Code.
175. **System Impact Assessment** means a study conducted by the IESO pursuant to Section 6.1.5 of Chapter 4 of the IESO Market Rules, to assess the impact of a new connection of a Facility or of the modification of an existing connection of a Facility on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.
176. **Taxes** means all ad valorem, property, occupation, severance, production, governmental charges, utility, gross production, gross receipts, HST, value-added, sales, stamp, use, excise, levies, countervailing, anti-dumping and special import measures, imposts, duties including customs' duties, fees, withholdings, assessments, premiums, deductions, taxes based on profits, net income or net worth and any other taxes or charges whatsoever, whether directly or indirectly imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto.
177. **Term** has the meaning given to it in Section 8.1 or 8.2 of the ERSOP Contract, as applicable.
178. **Term Commencement Date** has the meaning given to it in Section 2.5 or 8.1 of the ERSOP Contract, as applicable.
179. **Termination Date** means the date on which the ERSOP Contract terminates as a result of an early termination of the ERSOP Contract in accordance with its provisions.
180. **Time Stamp** means the official record of the date and time that an Application is received as established pursuant to Sections 4.1(a) of the ERSOP Rules, or the official record of the date and time that an application in respect of a CHPSOP project is received as established pursuant to the CHPSOP Program.
181. **Transmission System** means a system for conveying Electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other things used for that purpose.
182. **Transmission System Code** means the "Transmission System Code" established and approved by the OEB, which, among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
183. **Transmitter** means a Person licensed as a "transmitter" by the OEB in connection with a Transmission System.

184. ***Transmitter Connection Costs*** means those Connection Costs associated with those modifications to Transmitter-owned facilities required to connect the Facility to a Transmission System that only the Transmitter can perform, and that are payable by the Supplier to the Transmitter as required by the Transmission System Code.
185. ***Under-Utilized Energy*** means a source of thermal or mechanical energy that is the by-product of some other industrial, commercial or institutional activity or process other than the generation of electricity, which source of thermal or mechanical energy would not, but for its use in a Project, be utilized to generate electricity.
186. ***Website*** means the OPA's ERSOP Program website at "<http://www.powerauthority.on.ca/energy-recovery-standard-offer-program-%E2%80%93-ersop>" or such other website as the OPA shall designate from time to time.