

**INTERRUPTIBLE RATE PILOT**  
**APPENDIX 1 — STANDARD DEFINITIONS**

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

1. ***Access Rights*** means either title or rights of access to the Site, which may include a lease or option to lease, license, letter of intent, memorandum of understanding or other grant, such rights being sufficient to allow the Applicant, Selected Applicant, or Participant, as applicable, to meet the requirements of the Pilot, including allowing the ~~{Sponsor}~~ to access the Site from time-to-time, as determined by the ~~{Sponsor}~~.
2. ***Actual Demand*** or ***AD*** means the Facility's actual Demand during Interruption Hour "h".
3. ***Actual Global Adjustment*** or ***GA<sup>m</sup>*** means the actual global adjustment for a month calculated by the ~~{Sponsor}~~ in accordance with section 1.1 of O. Reg. 429/04.
4. ***Adjusted Price Bid*** has the meaning given to it in Section ~~{5.4}~~ of the Pilot Rules.
5. ***Adjustment Period*** means a 12-month period commencing July 1.
6. ***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.
7. ***Agreement*** has the meaning given to it on the IRP Contract Cover Page.
8. ***Amendment*** means a change, revision or addition to the Pilot, Pilot Rules, or form of IRP Contract and ***Amend*** has a corresponding meaning. For greater certainty, a suspension of the Pilot, in whole or in part, shall constitute an Amendment.
9. ***Ancillary Services*** has the meaning ascribed to it in the IESO Market Rules.
10. ***Applicant*** means a Person submitting an Application to participate in the Pilot, and if it enters into an IRP Contract, will become a Participant.
11. ***Application*** means an application submitted in response to the Pilot in respect of a Facility 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 ~~{Sponsor}~~.
12. ***Application End Date*** means ~~the date that a completed Application Form was received by the {Sponsor}~~ March 31, 2023.
13. ***Application End Time*** has the meaning given to it in Section ~~{3.2(b)}~~ of the Pilot Rules.
14. ***Application Form*** means the web-based application form provided by the ~~{Sponsor}~~ on the Website which may refer, as the context requires, to the completed application form.

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15. *Application Period* has the meaning given to it in Section [3.2(b)] of the Pilot Rules.
16. *Application Start Date* means March 13, 2023.
17. ~~16.~~ *Arbitration Panel* has the meaning ascribed to it in Exhibit [C] of the IRP Contract.
18. ~~17.~~ *Arbitration Participants* has the meaning ascribed to it in Exhibit [C] of the IRP Contract.
19. ~~18.~~ *Assignee* has the meaning ascribed to it in Section [13.5(c)] of the IRP Contract.
20. ~~19.~~ *Associated Relationship* means the relationship between a meter at a Delivery Point and a Market Participant (where such Market Participant is not the Metered Market Participant), as established by certain processes in the Meter Data Distribution or MDD.

~~20. *Bank Act* means the *Bank Act (Canada)*, as amended from time to time.~~

21. *Base Period* means, in relation to an Adjustment Period, the 12-month period ending April 30 in the same calendar year in which the Adjustment Period commences.
22. *Bid* has the meaning ascribed to it by the IESO Market Rules.
23. *Business Day* means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario that is listed on the “Physical and Financial Market Holiday Schedule” (or any substantially equivalent future schedule) published by the [System Operator] for purposes of the IESO Market Rules, from time to time, but excluding from such statutory holidays Easter Monday, Remembrance Day and National Day for Truth and Reconciliation.
24. *Capacity Auction* has the meaning ascribed to it in the IESO Market Rules.
25. *Capacity Obligation* has the meaning given to it in the IESO Market Rules.
26. *Charge* means any eligible Electricity charges identified in Exhibit [F] of the IRP Contract for the purposes of calculating the Monthly Settlement.

~~27. *Charge Type* has the meaning ascribed to it in the IESO Market Rules.~~

27. ~~28.~~ *Claim* means a claim or cause of action in contract, in tort, under any Laws and Regulations or otherwise.
28. ~~29.~~ *Class A Market Participant* has the meaning ascribed to the term “Class A market participant” in O.Reg. 429/04.
29. ~~30.~~ *Class B Market Participant* has the meaning ascribed to the term “Class B market participant” in O.Reg. 429/04.

~~31. *Class A — Global Adjustment Settlement Amount* has the meaning ascribed to it in the IESO Market Rules.~~

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~~32. **Class B—Global Adjustment Settlement Amount** has the meaning ascribed to it in the IESO Market Rules.~~

30. ~~33.~~ **Coincident Peak Hour** means, in respect of a Base Period, each of the “peak hours” as defined under O.Reg. 429/04 and as determined by the ~~{System Operator}~~.

~~34. **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 Pilot Rules or the IRP 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 transactions therein contemplated.~~

31. ~~35.~~ **Company Representative** has the meaning given to it in Section ~~{12.1}~~ of the IRP Contract.

32. ~~36.~~ **Completeness Requirements** means the Application completeness requirements set out in Sections ~~{3.1, 3.2, 3.5 and 3.7}~~ of the Pilot Rules.

33. ~~37.~~ **Confidential Information** means:

- a. all information which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with the IRP Contract, whether before or after its execution, that has been identified as confidential at the time it was furnished or disclosed, and including all new information derived at any time from any such confidential information, but excluding:
  - i. publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by the IRP Contract;
  - ii. information already known to the Receiving Party prior to being furnished by the Disclosing Party;
  - iii. 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
  - iv. information that is independently developed by the Receiving Party; and
- b. Mutually Confidential Information.

34. ~~38.~~ **Confidentiality Undertaking** has the meaning given to it in Section ~~{8.1(d)}~~ of the IRP Contract.

35. ~~39.~~ **Connecting Authority** means, with respect to a Facility, the LDC or Transmitter that is licensed to operate the Distribution System or Transmission System to which the Facility is connected.

36. ~~40.~~ **Connection Agreement** means the agreement or agreements required to be entered into between the Connecting Authority and the Participant with respect to the connection of the

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Facility to a Distribution System or the IESO-Controlled Grid (directly or indirectly), in accordance with the Distribution System Code or the Transmission System Code, as applicable, and governing the terms and conditions of such connection, and including the payment of all costs that are the responsibility of the Participant thereunder.

37. ~~41.~~ **Connection Point** means, (i) where the Facility is connected to the IESO-Controlled Grid, the electrical point or points of connection, as defined in the IESO Market Rules, between the Facility

and the IESO-Controlled Grid; and (ii) where the Facility is connected to a Distribution System, the embedded connection point(s), as defined in the IESO Market Rules, between the Facility and the Distribution System, in either case, as specified on the Application Form and, if applicable, on the IRP Contract Cover Page. For greater certainty, the Connection Point is defined by reference to an electrical connection point.

38. ~~42.~~ **Contract Date** means the effective date of the IRP Contract, as set out on the IRP Contract Cover Page.

39. ~~43.~~ **Contract Demand** or **CD** means the Demand at which Facility is required to operate during an Interruption Hour for the purposes of meeting the Interruption Obligation for an Interruption Event, as set out on the Application Form, for the purposes of the Application, and on the IRP Contract Cover Page, for the purposes of the IRP Contract, subject to adjustment as expressly provided in the IRP Contract.

40. [Contract Demand Change](#) has the meaning given to it in Section 2.2(d) of the IRP Contract.

41. [Contract Demand Change Request](#) has the meaning given to it in Section 2.2(d) of the IRP Contract.

42. ~~44.~~ **Control** means, with respect to any Person at any time:

- a. 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 fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or
- b. the exercise of *de facto* control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise.

~~45.~~ ~~**CR Change Period**~~ has the meaning given to it in Section [12.1] of the IRP Contract.

~~46.~~ ~~**Dead band**~~ means the range of Demand between the Non-Performance Threshold and the Over-Performance Threshold.

43. ~~47.~~ **Delivery Point** means a uniquely identified reference point determined in accordance with the IESO Market Rules and used for settlement purposes in the real-time markets.

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44. ~~48.~~ **Demand** means the rate at which Electricity is delivered to the Delivery Point associated with a Facility, expressed in MW, averaged over an hour, and calculated as Electricity consumed by the Facility in an hour divided by one (1) hour.

~~49. Demand Change has the meaning given to it in Section [2.2(c)] of the IRP Contract.~~

~~50. Demand Change Request has the meaning given to it in Section [2.2(e)] of the IRP Contract.~~

45. ~~51.~~ **Demand Charge** or  $DC_m$  means the amount expressed in \$/MW, calculated for any given Settlement Month “m” in Pilot Year “y”, as set out in Exhibit ~~[F]~~ as being applicable for such Settlement Month.

46. ~~52.~~ **Demand Exclusivity Obligation** has the meaning ascribed to it in Section ~~[3.1(c)]~~ of the IRP Contract.

47. ~~53.~~ **Demand Exclusivity Obligation Default** has the meaning ascribed to it in Section ~~[3.2]~~ of the IRP Contract.

48. ~~54.~~ **Demand Response Contributor** has the meaning ascribed to it in the IESO Market Rules.

49. ~~55.~~ **Disclosing Party**, with respect to Confidential Information, is the Party and/or its Representatives providing or disclosing such Confidential Information and may be the ~~[Sponsor]~~ or the Participant, as applicable; provided, however, that where such Confidential Information is Mutually Confidential Information, both the ~~[Sponsor]~~ and the Participant shall be deemed to be the Disclosing Party.

~~56. Dispatch Data has the meaning ascribed to it by the IESO Market Rules.~~

~~57. Dispatch Instructions has the meaning ascribed to it by the IESO Market Rules.~~

50. ~~58.~~ **Dispatchable Load** has the meaning ascribed to it by the IESO Market Rules.

51. ~~59.~~ **Distribution System** has the meaning ascribed to it in the IESO Market Rules.

52. ~~60.~~ **Distribution System Code** means the code approved by the OEB, as amended from time to time, 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 of Distribution Systems.

53. ~~61.~~ **Dollars**, or \$ means Canadian dollars and cents.

54. ~~62.~~ **Early Exit Notice** has the meaning ascribed to it in Section ~~[9.1(e)]~~ of the IRP Contract.

55. ~~63.~~ **Electricity** means electric energy.

56. ~~64.~~ **Electricity Act** means the *Electricity Act, 1998*, S.O. 1998, c. 15 Schedule A.

57. ~~65.~~ **Electricity Storage Facility** has the meaning ascribed to it in the IESO Market Rules.

58. ~~66.~~ **Eligible Facility** means a Facility that has satisfied the Eligibility Requirements set out in Section ~~[2.2]~~ of the Pilot Rules.

59. ~~67.~~ **Eligible Participant** means an Applicant that has satisfied the Eligibility Requirements set out in Section ~~[2.1]~~ of the Pilot Rules.

60. ~~68.~~ **Eligibility Requirements** the eligibility requirements applicable to Applicants and Facilities, as set out in Section ~~[2]~~ of the Pilot ~~Rules.~~

~~69.~~ **Emergency Operating State** has the meaning ascribed to that term by the IESO Market Rules.

61. ~~70.~~ **Energy** has the meaning ascribed to it by the IESO Market Rules.

~~71.~~ **Energy Market Interface** means the web-based interface hosted by the [System Operator] at ["emi.ieso.ca"], or such successor or replacement interface, tool, system or website as the [System Operator] may designate from time to time, that is used by Market Participants to submit, review, revise and cancel Energy Bids and Offers in the IESO Administered Markets.

62. ~~72.~~ **Environmental Attributes** means all right, title, and interest in, and benefits and claims associated with the environmental nature or characteristics of the Electricity, the fuels used to produce the Electricity, Related Products, the Facility or the output of the Facility, whether voluntary or mandatory, or created in the past, present or 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, emissions 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 from the Facility;
- 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 or a Distribution System, or because of Laws and Regulations or voluntary programs established by Governmental Authorities; and
- c. all revenues, expenses, entitlements, obligations, costs, claims, promotions, and benefits arising from or related to the foregoing which may be available in connection with the Facility.

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 IRP 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 from the Facility.

63. ~~73.~~ **EPT** means Eastern Prevailing Time.

64. ~~74.~~ **EST** means the Eastern Standard Time applicable in the IESO-Administered Markets, as set forth in the IESO Market Rules.

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65. ~~75.~~ **Event of Default** means a Participant Event of Default or an Sponsor Event of Default.
66. ~~76.~~ **Existing Contract** has the meaning given to it in Section ~~{2.2(m)}~~ of the Pilot Rules.
67. ~~77.~~ **Facility** means all equipment, property and facilities comprising the Load Facility as described on the Application Form, for the purposes of the Pilot Rules, and on the IRP Contract Cover Page for the purposes of the IRP Contract.
68. ~~78.~~ **Facility Amendment** has the meaning ascribed to it in Section ~~{2.2(a)}~~ of the IRP Contract.
69. ~~79.~~ **Facility Cap** has the meaning given to it in Section ~~{1.1(de)}~~ of the Pilot Rules.
70. ~~80.~~ **Facility End Date** means June 30, 2026 or such earlier date as agreed to by the Parties in accordance with Section ~~{9.1(ed)}~~ of the IRP Contract.
71. ~~81.~~ **Facility Performance Obligations** means the Monitoring and Receiving Obligation, the Interruption Obligation, and the Demand Exclusivity Obligation.
72. ~~82.~~ **Final Pilot Year Peak Demand Factor** or **FPYPDF** has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.
73. ~~83.~~ **Final Stack** has the meaning given to it in Section ~~{5.5(d)}~~ of the Pilot Rules.
74. ~~84.~~ **FIPPA** means the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended or supplemented from time to time.
75. ~~85.~~ **FIPPA Records** has the meaning ascribed to it in Section ~~{8.5}~~ of the IRP Contract.
76. ~~86.~~ **Fixed Price Bid** or **FPB** means a fixed price bid in the form of a monthly fixed charge (\$/month) in increments of \$100, which: (a) for the purposes of the Pilot Rules, is the amount submitted by an Applicant in Prescribed Form as part of its Application; and (b) for the purposes of the IRP Contract, is the amount set out on the IRP Contract Cover Page.
77. ~~87.~~ **Force Majeure Event** has the meaning ascribed to it by the IESO Market Rules.
- ~~88. **GHG Emissions Credits** has the meaning ascribed to it in Section ~~{2.4(e)}~~ of the IRP Contract.~~
- ~~89. **GHG Laws and Regulations** has the meaning ascribed to it in Section ~~{2.4(e)}~~ of the IRP Contract.~~
78. ~~90.~~ **Global Adjustment Class** means a Participant’s classification in respect of the Facility under O.Reg. 429/04 as either a Class A Market Participant or a Class B Market Participant.
79. ~~91.~~ **Global Adjustment Credit** or **GAC<sup>m</sup>** means, for a given calendar month, an amount equal to: (a) for a Class A Market Participant, the Class A ~~—~~ Global Adjustment Settlement Amount (~~Charge Type 147 or its successor or replacement~~ calculated in accordance with O.Reg. 429/04) charged to the Participant in respect of the Facility; and (b) for a Class B Market Participant, the

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Class B ~~=~~ Global Adjustment Settlement Amount (~~Charge Type 148 or its successor or replacement~~ calculated in accordance with O.Reg. 429/04) charged to the Participant in respect of the Facility.

80. ~~92.~~ ***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 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 Person 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 or Electricity infrastructure. Without limiting the generality of the foregoing and in respect of the operation of the Facility, Good Engineering and Operating Practices include taking Commercially Reasonable Efforts to ensure that:

- a. adequate materials, resources and supplies, including fuel(s), 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 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 abnormal conditions.

81. ~~93.~~ ***Government of Canada*** means His Majesty the King in right of Canada

82. ~~94.~~ ***Government of Ontario*** means His Majesty the King in right of Ontario.

83. ~~95.~~ ***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 rulemaking entity, having jurisdiction in the relevant circumstances, including the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the [Sponsor].

84. ~~96.~~ ***Greenhouse Gas*** means carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

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85. ~~97.~~ **HST** means the harmonized sales tax exigible pursuant to the *Excise Tax Act* (Canada), as amended from time to time.

86. ~~98.~~ **ICI** means the Industrial Conservation Initiative program or any ICI Successor Program.

87. ~~99.~~ **ICI Return Adjustment** has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.

~~100. ICI Successor Program means any ICI successor or replacement program designed to reduce or eliminate the Facility's Actual Global Adjustment cost.~~

88. ~~101.~~ **IESO Electrical Zones** means the ten (10) electrical zones that comprise the Ontario Transmission System as illustrated on the maps provided in Exhibit ~~{A}~~ of the Pilot Rules and Exhibit ~~{G}~~ of the IRP Contract.

89. ~~102.~~ **IESO Market Rules** means the rules governing the IESO-Controlled Grid and establishing and governing the IESO-Administered Markets, together with all market manuals, policies, and guidelines issued by the ~~{System Operator}~~, all as amended or replaced from time to time.

90. ~~103.~~ **IESO Payment Date** has the meaning ascribed to it in the IESO Market Rules.

91. ~~104.~~ **IESO-Administered Markets** has the meaning ascribed to it by the IESO Market Rules.

~~105. IESO-Controlled Grid has the meaning ascribed to it by the IESO Market Rules.~~

92. ~~106.~~ **including** means “including, without limitation”.

93. ~~107.~~ **Indemnifiable Loss** has the meaning ascribed to it in Section ~~{11.3}~~ of the IRP Contract.

94. ~~108.~~ **Indemnitees** has the meaning ascribed to it in Section ~~{11.3}~~ of the IRP Contract.

95. ~~109.~~ **Initial Stack** has the meaning given to it in Section ~~{5.5(c)}~~ of the Pilot Rules.

96. ~~110.~~ **Insolvency Legislation** means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), each as now and hereafter in effect, any successors to such statutes and any other applicable bankruptcy, insolvency, liquidation, winding-up, administration, receivership, arrangement or other similar law of any jurisdiction (regardless of the jurisdiction of such application or competence of such law), including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it and any law of any jurisdiction relating to receivership, reorganization, liquidation, conservatorship, moratorium, rearrangement or corporate or other arrangement affecting the rights of creditors generally.

97. ~~111.~~ **Interruptible Demand** means the Demand that the Facility is capable of interrupting for the purposes of meeting the Interruption Obligation during an Interruption Event, and shall be equal to the difference between the Peak Demand of the Facility and Contract Demand of the Facility.

98. **Interruptible Demand Cap** means the Interruptible Demand ceiling of 300 MW that is permitted under the IRP Directive.

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99. ~~112.~~ **Interruption Condition** means any physical, economic or operational condition that may affect the IESO-Controlled Grid or IESO-Administered Markets in any given hour during the Term.

100. ~~113.~~ **Interruption Condition Amendment** has the meaning ascribed to it in Section ~~[4.1]~~ of the IRP Contract.

101. ~~114.~~ **Interruption Day** means a Business Day during the Term that has an Interruption Hour.

102. ~~115.~~ **Interruption Event** means a Short-Notice Event or a Long-Notice Event, as applicable, as declared by the ~~[System Operator]~~ in respect of a Facility, which may be comprised of no more than four (4) consecutive hours.

103. ~~116.~~ **Interruption Hour** means an hour during the Term in which the ~~[Sponsor]~~ has issued an Interruption Notice in respect of an Interruption Event.

104. ~~117.~~ **Interruption Notice** means a notice issued to the Participant by the ~~[System Operator]~~ via the Website, and via e-mail and SMS to the Primary Contact and Secondary Contact of such Participant, during the Long-Notice Timeframe or Short-Notice Timeframe, as applicable, instructing the Participant to reduce the Facility's Demand to the Contract Demand in order to satisfy its Interruption Obligation, and shall indicate the Interruption Hour(s) and the specific Interruption Condition(s) that resulted in the Interruption Event.

105. ~~118.~~ **Interruption Obligation** has the meaning ascribed to it in Section ~~[3.1(b)]~~ of the IRP Contract.

106. ~~119.~~ **Interruption Procedures** ~~has means~~ the ~~meaning ascribed to it~~ additional procedural obligations (beyond those in Exhibit [E] of the IRP Contract) that a Participant must comply with when responding to an Interruption Notice.

107. ~~120.~~ **Interruption Procedures Amendment** has the meaning ascribed to it in Section ~~[4.2(d)]~~ of the IRP Contract.

108. **IRP Contacts** means the two (2) or more individuals registered for the purposes of receiving Interruption Notices pursuant to an IRP Contract in the IESO's web-based registration system currently known as "Online IESO".

109. ~~121.~~ **IRP Contract** means the agreement entered into between a Participant and the ~~[Sponsor]~~ in accordance with the Pilot Rules, comprised of the IRP Contract Cover Page, the general terms and conditions, any applicable special terms and conditions, these Standard Definitions, and the other Exhibits that are attached or published on the Website, as amended, restated or replaced from time to time.

110. ~~122.~~ **IRP Contract Cover Page** means the front page of the IRP Contract in the Prescribed Form.

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111. ~~123.~~ **IRP Directive** means the ~~direction~~ directive issued by the Minister of Energy dated ~~[date]~~ February 9, 2023 to the ~~[Sponsor]~~ in exercise of statutory powers under the Electricity Act.

~~124. IRP Reference Number means the unique [ten character alphanumeric] identifier that is assigned by the [Sponsor] to an Application following the Applicant's submission of an electronic Application Form.~~

112. ~~125.~~ **ITA** means the *Income Tax Act* (Canada), as amended from time to time and all regulations promulgated thereunder from time to time.

113. ~~126.~~ **Laws and Regulations** means:

- a. applicable Canadian 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; and
- e. the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the ~~[System Operator]~~ from time to time that are binding on the Participant.

114. ~~127.~~ **Load Facility** has the meaning ascribed to it in the IESO Market Rules.

115. ~~128.~~ **Load Reduction Plan** means a document prepared by an Applicant and signed by an officer of the Applicant in the Prescribed Form which describes the specifications, activities and plans of the Applicant in respect of the Facility, and the capability of the Facility to meet its potential Interruption Obligation.

116. ~~129.~~ **Local Distribution Company** or **LDC** means a Person licensed by the OEB as a "Distributor" in connection with a Distribution System.

117. ~~130.~~ **Long-Notice Condition** means any Interruption Condition identified under the subheading "Long-Notice Conditions" on the Website from time to time.

118. ~~131.~~ **Long-Notice Event** means an event, the occurrence of which the ~~[System Operator]~~ may, but will not be required to, declare in respect of any Facility, if any Long-Notice Condition exists.

119. ~~132.~~ **Long-Notice Hour** means an hour during a Long-Notice Event.

120. ~~133.~~ **Long-Notice Timeframe** means at or before ~~{18:00 EST}~~ on the day ahead of an Interruption Day.
121. ~~134.~~ **Marginal Application** refers to the Ranked Application that would cause the Aggregate Interruptible Demand in respect of all selected Ranked Applications to exceed the Procurement Target.
122. ~~135.~~ **Market Participant** has the meaning ascribed to it by the IESO Market Rules.
123. ~~136.~~ **Market Participant Payment Date** has the meaning ascribed to it in the IESO Market Rules.
124. **Market Participation Deadline** means March 31<sup>st</sup> in the same calendar year that the Start Date occurs.
125. ~~137.~~ **Market Settlement Charges** means all market settlement amounts and charges described in the IESO Market Rules.
126. ~~138.~~ **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 hereunder.
127. ~~139.~~ **Maximum Interruption Events** means the total Interruption Events that may be declared in any Pilot Year in respect of which the Facility will be required to meet its Interruption Obligation, which shall be at most fifteen (15) Interruption Events.
128. ~~140.~~ **Maximum Interruption Hours** means the total Interruption Hours that may be declared in any Pilot Year in respect of which the Facility will be required to meet its Interruption Obligation, which shall be at most sixty (60) Interruption Hours.
129. ~~141.~~ **Maximum Short-Notice Events** means the total Short-Notice Events that may be declared in any Pilot Year, in respect of which, if applicable, the Facility will be required to meet its Interruption Obligation, which shall be at most five (5) Short-Notice Events, and which, for clarity, will count toward the Maximum Interruption Events.
130. ~~142.~~ **Maximum Short-Notice Hours** means the total Interruption Hours in respect of the Maximum Short-Notice Events in any Pilot Year, which shall be at most twenty (20) Interruption Hours, and which, for clarity, will count toward the Maximum Interruption Hours.
131. ~~143.~~ **Metered Market Participant** has the meaning ascribed to it in the IESO Market Rules.
132. ~~144.~~ **Minimum Normalized Price Bid** means ~~{ \$500/MW per month }~~.
133. ~~145.~~ **Minister** means the Minister of Energy in Ontario.
134. ~~146.~~ **Ministry** means the Ministry of Energy of Ontario.

135. ~~147.~~ **Monthly Settlement** has the meaning ascribed to it in Section ~~{5.2}~~ of the IRP Contract.
136. ~~148.~~ **Monitoring and Receiving Obligation** has the meaning ascribed to it in Section ~~{3.1(a)}~~ of the IRP Contract.
137. ~~149.~~ **Multiplier Scores** has the meaning given to it in Section ~~{5.3(a)}~~ of the Pilot Rules.
138. ~~150.~~ **Mutually Confidential Information** means the Fixed Price Bid and the Participant's payment account information and any information identified by the Parties as Confidential Information of both the ~~{Sponsor}~~ and the Participant.
139. ~~151.~~ **MW** means megawatt.
140. ~~152.~~ **MWh** means megawatt hour.
141. ~~153.~~ **NAICS** means the North American Industry Classification System maintained for Canada by Statistics Canada, as amended or revised from time to time;
142. ~~154.~~ **Non-Dispatchable Load** has the meaning ascribed to it by the IESO Market Rules.
143. ~~155.~~ **Non-Performance Adjustment** has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.
144. ~~156.~~ **Non-Performance Factor** or **NPF** has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.
145. ~~157.~~ **Non-Performance Threshold** means the Demand that is equal to 105% of the Contract Demand.
146. ~~158.~~ **Normalized Price Bid** has the meaning given to it in Section ~~{5.2}~~ of the Pilot Rules.
147. ~~159.~~ **O.Reg. 429/04** means *Ontario Regulation 429/04: Adjustments under Section 25.33 of the Act* made under the Electricity Act.
148. ~~160.~~ **Obligation Default Notice** has the meaning ascribed to it in Section ~~{3.2(a)}~~ of the IRP Contract.
149. ~~161.~~ **Obligation Default Response** has the meaning ascribed to it in Section ~~{3.2(b)}~~ of the IRP Contract.
150. ~~162.~~ **Obligation End Date** means April 30 of the final Pilot Year in the Term.
151. ~~163.~~ **Obligation Period** means the period commencing on the Start Date and ending on the Obligation End Date.
152. ~~164.~~ **OEB** means the Ontario Energy Board, or its successor.

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153. ~~165.~~ *Offer* has the meaning ascribed to it by the IESO Market Rules.
154. ~~166.~~ *Offer Notice* has the meaning given to it in Section ~~{6.1(a)}~~ of the Pilot Rules.
155. ~~167.~~ *Operating Reserve* has the meaning ascribed to that term by the IESO Market Rules.
- ~~168. *Operating Reserve Market* has the meaning ascribed to that term by the IESO Market Rules.~~
156. ~~169.~~ *Other Participants* means all of the other participants that have an IRP Contract or other bilateral arrangements with the ~~{Sponsor}~~.
157. ~~170.~~ *Over-Performance Adjustment* has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.
158. ~~171.~~ *Over-Performance Factor* or *OPF* has the meaning ascribed to it in Exhibit ~~{F}~~ of the IRP Contract.
159. ~~172.~~ *Over-Performance Threshold* means the Demand that is equal to 95% of the Contract Demand.
160. ~~173.~~ *Participant* means a party to an IRP Contract other than the ~~{Sponsor}~~.
161. ~~174.~~ *Participant Event of Default* has the meaning ascribed to it in Section ~~{10.1}~~ of the IRP Contract.
- ~~175. *Participant's Interest* the right, title and interest of the Participant in or to the Facility and the IRP Contract, or any benefit or advantage of any of the foregoing.~~
162. ~~176.~~ *Participation Agreement* has the meaning ascribed to that term by the IESO Market Rules.
163. ~~177.~~ *Party* means (a) With respect to the IRP Contract, any one of the Participant and the ~~{Sponsor}~~, and the Participant and the ~~{Sponsor}~~ are collectively referred to as the *Parties*; and (ii) with respect to the Pilot Rules, any one of the Applicant and the ~~{Sponsor}~~, and the ~~{Sponsor}~~ and the Applicant are collectively referred to as the *Parties*.
164. ~~178.~~ *Peak Demand* means the Facility's maximum Demand in a month, expressed in MW, as determined by the ~~{Sponsor}~~, averaged over (i) for the purposes of determining eligibility under the Pilot Rules, the applicable time period determined in accordance with Section ~~{2.2(h)}~~ of the Pilot Rules, and (ii) for the purposes of the IRP Contract, in any given Pilot Year, the applicable Base Period.
- ~~179. the applicable time period in accordance with the procedure set out in the Application Form, and as specified on the IRP Contract Cover Page.~~
165. ~~180.~~ *Peak Demand Factor* or *PDF* has the meaning ascribed to the term "peak demand factor" in O.Reg. 429/04.

166. ~~181.~~ **Permitted Early End Date** means either one of June 30, 2024 or June 30, 2025.
167. ~~182.~~ **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.
168. ~~183.~~ **Pilot** means the interruptible rate pilot established by the {Sponsor} as implemented in the Pilot Rules and any prior or subsequent version of the Pilot Rules.
169. ~~184.~~ **Pilot Documents** has the meaning given to it in Section {1.3} of the Pilot Rules.
170. ~~185.~~ **Pilot Period** has the meaning given to it in Section {1.1(~~de~~)} of the Pilot Rules.
171. **Pilot Reference Number** means the unique identifier that is assigned by the Sponsor to an Application following the Applicant's submission of an electronic Application Form.
172. ~~186.~~ **Pilot Rules** means the rules governing the Pilot as may be amended in accordance with its terms, from time to time.
173. ~~187.~~ **Pilot Year** means a twelve (12) month period which begins on the Start Date or an anniversary thereof, during the Term.
174. ~~188.~~ **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 {Sponsor} from time to time and without notice to the Participant.
175. ~~189.~~ **Primary Contact** means the individual identified as the primary contact on the Application Form and, if applicable, on the IRP Contract Cover Page, or as otherwise agreed as between the Parties in writing, acting reasonably.
176. ~~190.~~ **Prior Application** has the meaning given to it in Section {2.2(~~h~~)} of the Pilot Rules.
177. ~~191.~~ **Procurement Target** has the meaning given to it in Section {1.1(~~de~~)} of the Pilot Rules.
178. ~~192.~~ **Prudential Support** has the meaning ascribed to it in the IESO Market Rules.
179. ~~193.~~ **Ranked Applications** has the meaning given to it in Section {5.5(a)} of the Pilot Rules.
180. ~~194.~~ **Real-Time Market** has the meaning ascribed to it by the IESO Market Rules.
181. ~~195.~~ **Receiving Party**, with respect to Confidential Information, is the Party receiving Confidential Information and may be the {Sponsor} or the Participant, as applicable
182. ~~196.~~ **Registered Facility** has the meaning ascribed to it in the IESO Market Rules.

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~~197. **Regulatory Environmental Attributes** has the meaning ascribed to it in Section [2.4(b)] of the IRP Contract.~~

183. ~~198.~~ **Related Products** means all 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.

184. ~~199.~~ **Replacement Provision(s)** has the meaning ascribed to it in Section [1.7(c)] of the IRP Contract.

185. ~~200.~~ **Reportable Event** means the following, as applicable: (i) the failure to make any payment when due or any failure to provide or maintain the Prudential Support as required under the IESO Market Rules and/or by the Connecting Authority; and (ii) a Participant Event of Default.

186. ~~201.~~ **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 [Sponsor], includes any Connecting Authority. Prior to any assignment by the [Sponsor], this definition shall also include the Government of Ontario, the [System Operator] and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.

187. ~~202.~~ **Request** has the meaning ascribed to it in Exhibit [C] of the IRP Contract.

188. ~~203.~~ **Residual Term** has the meaning ascribed to it in Section [9.1(dc)] of the IRP Contract.

189. ~~204.~~ **Rules** has the meaning ascribed to it in Exhibit [C] of the IRP Contract.

190. ~~205.~~ **Saved Peak Demand Factor** or **SPDF** has the meaning ascribed to it in Exhibit [F] of the IRP Contract.

191. ~~206.~~ **Secondary Contact(s)** means the individual(s) whose identity and contact information is set out in the Application Form and, if applicable, the IRP Contract Cover Page, or as otherwise agreed as between the Parties in writing, acting reasonably.

192. ~~207.~~ **Secured Lender** means a lender under a Secured Lender's Security Agreement.

~~208. **Secured Lender's Security Agreement** means an agreement or instrument, including a deed of trust or similar instrument securing loans, notes, bonds or debentures or other indebtedness, liabilities or obligations, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Participant's Interest granted by the Participant, or with respect to all or any part of the securities of the Participant (or that of its general partner(s) in the case of a Participant that is a partnership) that is security for any indebtedness, liability or obligation of the Participant (or of a guarantor~~

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~~of such obligations, in the case of a pledge of the securities of the Participant), together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.~~

193. ~~209.~~ **Selected Applicant** means an Applicant that has received an Offer Notice in respect of a successful Application and an Eligible Facility, and who will be entitled to enter into an IRP Contract with the ~~{Sponsor}~~.

194. ~~210.~~ **Senior Conference** has the meaning ascribed to it in Section ~~{13.1}~~ of the IRP Contract.

195. ~~211.~~ **Settlement Month** means each calendar month in the Term and, if applicable, the Residual Term, that is the subject of the Monthly Settlement, provided that if the first or last Settlement Month in the Term is less than a full calendar month, for the purposes of Exhibit ~~{F}~~, such month shall be equal to the number of days of the Term in such month.

196. ~~212.~~ **Settlement Statement** has the meaning ascribed to it in the IESO Market Rules.

197. ~~213.~~ **Short-Notice Condition** means any Interruption Condition identified under the subheading “Short-Notice Conditions” on the Website from time to time.

198. ~~214.~~ **Short-Notice Event** means an event, the occurrence of which the ~~{System Operator}~~ may, but will not be required to, declare in respect of any Short-Notice Facility, if any Short-Notice Condition exists.

199. ~~215.~~ **Short-Notice Facility** means (a) with respect to an Application, an Eligible Facility that has specified in the applicable Application Form that such Facility is available to provide its Interruptible Demand in response to Short-Notice Events; and (b) in respect of an IRP Contract, a Facility that is obligated to provide its Interruptible Demand in response to Short-Notice Events, as indicated on the Application Form, and, if applicable, the IRP Contract Cover Page.

200. ~~216.~~ **Short-Notice Hour** means an hour during a Short-Notice Event.

201. ~~217.~~ **Short-Notice Timeframe** means a time that is at least ~~{2}~~2.5 hours prior to the first Interruption Hour on an Interruption Day.

202. ~~218.~~ **Site** means, in respect of a Facility, the real property on, over, in or under which the Facility is situated, as such real property is identified in the Application.

203. ~~219.~~ **Special Purpose Entity** means a Person other than a natural person whose special or sole purpose is ownership, direct or indirect, of the Facility.

204. ~~220.~~ **Sponsor** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors and assigns.

205. ~~221.~~ **Sponsor Event of Default** has the meaning ascribed to it in Section ~~{10.3}~~ of the IRP Contract.

206. **Stage 1** has the meaning ascribed to it in Section 4.1 of the Pilot Rules.

207. [Stage 2](#) has the meaning ascribed to it in Section 4.1 of the Pilot Rules.

208. [Stage 3](#) has the meaning ascribed to it in Section 4.1 of the Pilot Rules.

209. ~~222.~~ **Start Date** means first day of the Term and Obligation Period, as specified on the Application Form and on the IRP Contract Cover Page, which, for clarity, may be any one of July 1, 2023, July 1, 2024 and July 1, 2025.

210. ~~223.~~ **Status Quo Settlement Amounts** has the meaning given to it in Section ~~{7.1(a)}~~ of the Pilot Rules.

~~224.~~ **Sum** has the meaning ascribed to it in Section ~~[10.2(d)]~~ of the IRP Contract.

211. ~~225.~~ **System Operator** means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors, acting pursuant to its authority to make, administer and enforce the IESO Market Rules.

212. ~~226.~~ **Taxes** means all ad valorem, property, occupation, severance, production, transmission, utility, gross production, gross receipts, sales, use, excise and other taxes, governmental charges, licenses, permits and assessments, other than (i) HST and (ii) taxes based on profits, net income or net worth.

213. ~~227.~~ **Term** has the meaning ascribed to it in Section ~~{9.1(b)}~~ of the IRP Contract.

214. ~~228.~~ **Terminate** means, with respect to an Application, the termination, rejection, discharge and release of the Application and all rights of the Applicant (if any), and all obligations of the ~~{Sponsor}~~ (if any) to the Applicant, in respect of or arising out of the Application, including Time Stamp and ranking, and **Terminated**, **Termination** and **Terminating** shall have corresponding meanings.

215. [Termination Amount](#) has the meaning ascribed to it in Section 10.2(d) of the IRP Contract.

216. ~~229.~~ **Termination Date** means the date on which the IRP Contract terminates as a result of an early termination of the IRP Contract in accordance with the IRP Contract.

217. ~~230.~~ **Time Stamp** means the ~~{Sponsor}~~'s official record of the date and time that an Application is received by the ~~{Sponsor}~~.

218. ~~231.~~ **Transmission System** means a system for conveying Electricity at voltages of more than 50 kV and includes any structures, equipment or other things used for that purpose.

219. ~~232.~~ **Transmission System Code** means the "Transmission System Code" approved by the OEB and in effect from time to time, which, among other things, sets the standards for a Transmitter's existing Transmission System and for expanding the Transmitter's transmission facilities in order to connect new customers to it or accommodate increase in capacity or load of existing customers.

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220. ~~233.~~ **Transmitter** means a Person licensed as a “transmitter” by the OEB in connection with a Transmission System.

221. ~~234.~~ **Website** means the {Sponsor}'s Interruptible Rate Pilot webpage on the IESO website at “ieso.ca” or such other website as the {Sponsor} may designate from time to time.

Document comparison by Workshare Compare on March 13, 2023 1:15:36 PM

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Document 1 ID	
Description	
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