





















- (c) Unless otherwise noted, any reference to a “Contributor DER” in this Contract refers to a Contributor DER that is on the Contributor List, whether as part of the Control Group or the Treatment Group.

## 1.8 Invalidity ~~or~~, unenforceability or inapplicability of provisions

- (a) ~~if any provision of this Contract is invalid or unenforceable then:~~ a provision is considered to be invalid or unenforceable, then the Party considering such provision to be invalid or unenforceable may propose, by notice in writing to the other Party, a replacement provision and the DSO and the Participant and, at the DSO’s discretion, those Other Participants that are required by the DSO to participate, shall engage in good faith negotiations to replace such provision with a valid and enforceable provision, the economic effect of which substantially reflects that of the invalid or unenforceable provision which it replaces;
- (b) ~~if~~ any index or price quotation referred to in this Contract ceases to be published, or if the basis therefor is changed materially, then the DSO and the Participant and, at the DSO’s discretion, all of those Other Participants that are required by the DSO to participate, shall engage in good faith negotiations to substitute an available replacement index or price quotation that most nearly, of those then publicly available, approximates the intent and purpose of the index or price quotation that has so ceased or changed and this Contract shall be amended as necessary to accommodate such replacement index or price quotation;
- (c) ~~if~~ a Party does not believe that a provision is invalid or unenforceable, or that the basis for an index or price quotation has changed materially, or ceases to be published, or if the negotiations set out in Section 1.9(a) or Section 1.9(b) are not successful and the Parties are unable to agree on all such issues and any amendments required to this Contract (the “**Replacement Provision(s)**”) within thirty (30) days after either the giving of the notice under Section 1.9(a) or the occurrence of the event in Section 1.9(b), then the Replacement Provision(s) shall be determined in accordance with Section ~~15.6~~14.6 (Class Arbitration); and
- (d) the terms of this Contract shall be amended either:
  - (i) by the agreement of the Parties, where no award of an Arbitrator has been made pursuant to Section 1.9(c); or
  - (ii) by the Arbitrator in accordance with Section 15.6 (Class Arbitration).

## 1.9 Exhibits

The following Exhibits are attached to and form part of this Contract:

- (a) Exhibit A – Defined Terms
- (b) Exhibit B – Form of Officer’s Certificate

- (c) Exhibit C – Settlement
- (d) Exhibit D – Demand Response Baseline
- (e) Exhibit E – Form of Notice of Disagreement
- (f) Exhibit F – Additional Terms (if applicable in the discretion of the DSO)

## **ARTICLE 2 – REPRESENTATIONS**

### **2.1 Representations and Warranties of the Participant**

The Participant represents and warrants to the DSO as follows, which representations and warranties are given as of the Contract Date and shall continue to be true at all times during the Term:

- (a) To the best of its knowledge and belief, having made all due inquiry into the applicable requirements the Participant satisfies the eligibility requirements set out in Section 2.3.1 of the Rules and the Participant is not ineligible under Section 2.3.2 of the Rules (where reference to the Registrant shall be deemed to be a reference to the Participant for the purposes of this Section 2.1(a)).
- (b) This Contract has been duly authorized, executed and delivered by the Participant and is a valid and binding obligation of the Participant enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other Laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (c) The execution and delivery of this Contract by the Participant and the consummation of the transactions contemplated by this Contract will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of any material obligation of the Participant under:
  - (i) any contract or obligation to which the Participant is a party or by which it or its assets may be bound, except for such defaults or conflicts as to which requisite waivers or consents have been obtained;
  - (ii) the articles, by-laws or other constating documents or resolutions of the directors or shareholders of the Participant;
  - (iii) any judgment, decree, order or award of any Governmental Authority or arbitrator;
  - (iv) any licence, permit, approval, consent or authorization held by the Participant; or
  - (v) any Laws;

that could have a Material Adverse Effect on the Participant.

























































































































adjustment factor will be rounded either up or down if calculated as being less than 0.8 or greater than 1.2, respectively.

**Baseline Methodology for Demand Response Resources (Residential):**

Quantity Reduced for Demand Response Resources (Residential) shall be calculated as follows:

$$Quantity\ Reduced_h = \max ((Adjusted\ Control\ Group\ Load_h - Treatment\ Group\ Load_h) \times Number\ of\ Contributor\ DERs\ in\ Treatment\ Group_m, 0)$$

Where:

- “Treatment Group Load<sub>h</sub>” is the actual consumption per Contributor DER within the Treatment Group for an Activation Hour ‘h’. For further clarity, it is the summation of the measurement data for all the Contributor DERs in the Treatment Group for the Activation Hour divided by the number of Contributor DERs in the Treatment Group for the month.
- “Adjusted Control Group Load<sub>h</sub>” is the actual consumption per Contributor DER within the Control Group adjusted by the Same-Day Adjustment. It is calculated as described below.

Baseline Calculation: For each Activation Hour for the Contracted DER , the residential baseline (the “DR Residential Baseline”) shall be calculated as follows:

$$Adjusted\ Control\ Group\ Load_h = (Total\ Consumption_h / Number\ of\ Control\ Group\ DERs_m) \times Same\text{-}Day\ Adjustment$$

Where:

- “h” is an Activation Hour.
- “m” is the month in which the activation event takes place.
- “Total Consumption” is the measurement data for the Control Group for the Activation Hour.
- “Same-Day Adjustment” is calculated as described below.

Same-Day Adjustment:

$$Same\ Day\ Adjustment = H \div S$$

Where:

- “C” is the average actual consumption of the Contracted DER during the adjustment window hours on the Activation Day for the Control Group divided by the number of Control Group DERs.
- “D” is the average actual consumption during the adjustment window hours on the Activation Day for the Control Group divided by the number of Control Group DERs.

“adjustment window” is the three (3) hour window occurring one (1) hour before an Activation Hour.

Control Group:

A randomized controlled (RC) baseline methodology is used where two groups of Contributor DERs are established, as follows:

- A randomized “**Control Group**”, which serves as a proxy for baseline consumption. The Contributor DERs that make up the Control Group (each a “**Control Group DER**”) are randomly selected from the Contributor List using a process of selection in which each Contributor DER that is on the Contributor List has an equal probability of being selected as a Control Group DER each month of the Commitment Period, as described below under the heading “Control Group Identification”.
- A “**Treatment Group**”, which is comprised of the Contributor DERs that are not part of the Control Group and comprise the Contracted DER and therefore may be activated during the Local Energy Auction in accordance with an Activation Notice to Reduce their Energy;

The RC evaluates the consumption difference between the Treatment Group and the Control Group to determine the Quantity Reduced of the Contracted DER.

Control Group Identification:

By no later than fourteen (14) Business Days prior to the first day of a each month in the Commitment Period, the Participant will be required to use the Platform to flag the Control Group DERs that will be used for the upcoming month. The Participant is required to use a random process to identify a new set of Control Group DERs such that there is an equal probability among Contributor DERs that are on the Contributor List to be selected as a Control Group DER. The size of the Control Group will depend on the Local Capacity Obligation of the Contracted DER as indicated in the following table.

Local Capacity Obligation (kW) of the Contracted DER	Minimum Control Group size (number of Control Group DERs)
100 – 240	150
250 – 490	200
500 – 740	250
750 – 990	300
≥ 1000	350

**EXHIBIT E – FORM OF NOTICE OF DISAGREEMENT**

# Notice of Disagreement



The Notice of Disagreement (NOD) may only pertain to one item/issue for a single DER. NODs that describe more than one issue/item or list more than one DER will not be considered. The NOD shall contain the proposed solution and supporting documentation. Supporting documentation, if any, should be included as attachments to this NOD.

**Participant Information (must match information on Registration)**

BUSINESS NAME	NAME OF DELEGATE
BUSINESS ADDRESS OF PARTICIPANT	EMAIL
	PHONE
ACCOUNT NUMBER	ACCOUNT ADDRESS
CHECK ONE: <input type="checkbox"/> DIRECT PARTICIPANT <input type="checkbox"/> AGGREGATOR	CHECK ONE: <input type="checkbox"/> PLANNED OUTAGE <input type="checkbox"/> FORCED OUTAGE
<b>FOR IESO MARKET PARTICIPANTS ONLY</b>	
HAVE YOU SUBMITTED A METER TROUBLE REPORT (Y/N) <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF METER SERVICE PROVIDER

**DER Information**

CHECK ONE: <input type="checkbox"/> Demand Response Resource <input type="checkbox"/> <del>Gas-Fired</del> <u>Thermal</u> Resource <input type="checkbox"/> Storage Resource <input type="checkbox"/> Residential <input type="checkbox"/> Commercial & Industrial <input type="checkbox"/> <u>Reserve Capable Resource</u>		
ELIGIBLE CAPACITY (KW)	METER NUMBER (DIRECT DERS)	MUNICIPAL ADDRESS OF DER (DIRECT DERS)

BILLING PERIOD IN QUESTION	METER LOCATION (IF DIFFERENT THAN ACCOUNT ADDRESS)	CURRENT READING (KW)
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**Outage Information**

DATE OF OUTAGE (YYYY-MM-DD)	TIME OF OUTAGE (HH:MM:SS – 24H)	CAPACITY OFFLINE DURING OUTAGE (KW)
BIDS/OFFERS REMOVED DURING OUTAGE (Y/N)	NON-PERFORMANCE CHARGES ASSESSED (\$) (INCLUDE DATE, TIME AND AMOUNT)	

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**Description of Disagreement**

DESCRIPTION
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**Action Required**

DESCRIPTION
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**Resolution (to be filled by the DSO)**

DESCRIPTION
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**Submitted**

NAME:	<input type="checkbox"/> I have the authority to bind the Participant	DATE (YYYY-MM-DD)
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**Contact Information**

**Alectra Utilities**  
161 Cityview Blvd  
Vaughan, ON L4H 0A9  
**www.Alectra.com**

**SUBMIT THIS FORM AND ANY SUPPORTING DOCUMENTATION BY EMAIL TO:**  
[NWADemo@alecrautilities.com](mailto:NWADemo@alecrautilities.com)

**EXHIBIT F – ADDITIONAL TERMS**

**(If applicable)**

Document comparison by Workshare Compare on August 23, 2021 9:33:41 PM

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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Moved from	4
Moved to	4
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Format changes	0

Total changes	710
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