

FLARE GAS GENERATION AGREEMENT

Effective Date: Month Day, Year **[NOTE: To complete the Effective Date insert the Month Day, Year and this Note should be deleted.]**

BETWEEN: **SASKATCHEWAN POWER CORPORATION**, a Crown Corporation incorporated pursuant to *The Power Corporation Act* ("SaskPower")

And **[INSERT PROPER LEGAL NAME]**, a body corporate established pursuant to the laws of **[Insert jurisdiction of incorporation]** (the "Interconnection Customer").

1. **INTERPRETATION:** Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the General Conditions. This Agreement includes this Flare Gas Generation Agreement and the following Schedules, each of which are incorporated by reference into, and form part of, this Agreement:
 - Schedule "A" – Technical Requirements and Procedures
 - Schedule "B" – Interconnection Customer Rights and Responsibilities
 - Schedule "C" – General Conditions
 - Schedule "D" – Generation Facility Relocation Amendment
2. **TECHNICAL REQUIREMENTS:** The Interconnection Customer agrees to install the Generating Facility and comply with all of the technical requirements and procedures described in the attached Schedule "A" – Technical Requirements and Procedures and Schedule "B" – Interconnection Customer Rights and Responsibilities.
3. **GENERAL CONDITIONS:** SaskPower agrees to permit the Interconnection Customer to connect the Generating Facility to SaskPower's Electric System and to purchase from the Interconnection Customer the Surplus Energy generated by the Generating Facility on the terms and conditions set out in the attached Schedule "C" – General Conditions.
4. **TERM AND TERMINATION:** This Agreement shall be for a term that commences on the Effective Date and terminates on the day immediately preceding the 20th anniversary thereof (the "Term"). SaskPower may, at its sole and unfettered discretion, immediately terminate this Agreement upon giving the Interconnection Customer a notice of termination if: (i) the Interconnection Customer has failed to perform any of its material obligations under this Agreement; (ii) if Surplus Energy delivered was not produced from Flare Gas; or (iii) if the Interconnection Customer does not deliver any Surplus Energy for two consecutive calendar years. SaskPower may also terminate this Agreement in accordance with subsection 5.2 of Schedule C (General Conditions).
5. **BINDING AGREEMENT:** Intending to be legally bound, SaskPower and the Interconnection Customer have executed this Agreement as of the Effective Date.
6. **COUNTERPARTS AND DELIVERY:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Agreement. This Agreement may be delivered in person, by facsimile or by email.

SASKATCHEWAN POWER CORPORATION

By:

Guy Bruce, Vice-President, Planning, Environment & Sustainable Development

Date

BUSINESS

APPROVED

By:

Assistant Secretary

Date

[INSERT INTERCONNECTION CUSTOMER'S PROPER LEGAL NAME]

By:

Signature of Signing Authority

Date

[NTD: INSERT SECOND CUSTOMER SIGNATURE LINE IF REQUIRED AND DELETE THIS NOTE]

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SCHEDULE "A"
TECHNICAL REQUIREMENTS AND PROCEDURES

1. **GENERATING FACILITY AND LOCATION:** The Interconnection Customer agrees to install and construct all the electrical apparatus and equipment described in Appendix 1 and Appendix 2 to this Schedule "A" at the location set out in Appendix 1 to this Schedule "A" (collectively, the "Generating Facility").
2. **SINGLE LINE DIAGRAM:** The single line diagram included in Appendix 1 to this Schedule "A" is preliminary in nature. The final interconnection of the Generating Facility to SaskPower's Electric System must be in accordance with section 4 of this Schedule "A". The Interconnection Customer shall deliver to SaskPower a final single line diagram that is satisfactory to SaskPower within 120 days of the In-Service Date.
3. **POINT OF DELIVERY:** The Interconnection Customer shall deliver any Surplus Energy to SaskPower at the Point of Delivery.
4. **INTERCONNECTION, OPERATION AND COMMISSIONING:** The Interconnection Customer shall interconnect the Generating Facility with SaskPower's Electric System and commission and operate the Generating Facility in accordance with this Agreement, the Standard Operating Practice and the following documents, available at www.SaskPower.com as may be amended, revised or replaced from time to time:

Generation Interconnection Requirements at Voltages 34.5kV and Below

Electric Service Requirements

5. **TESTING:** SaskPower may be present for and observe all testing of the Generating Facility for compliance with the requirements of this Agreement. All such testing shall be in accordance with SaskPower's testing protocols in effect on the In-Service Date. Test results must be forwarded to SaskPower upon request.

**SCHEDULE "A" - APPENDIX 1
GENERATING FACILITY, LOCATION, AND SINGLE LINE DIAGRAM**

[NOTE: To complete this Appendix 1, the following information, at a minimum, must be added where indicated below and this Note should be deleted.]

- A description of the Generating Facility based on the description provided by the Interconnection Customer (i.e. the generation equipment (manufacturer, Nameplate Capacity) including the legal land description where the Generating Facility is to be located.
- Single line diagram of the Generating Facility (identifying the Point of Delivery); and
- Information showing control (lease/ownership) of the location of the Generating Facility.]

1. Generating Facility Description: **The Generating Facility is comprised of the equipment listed in the table below and all ancillary cables and connections on the Interconnection Customer's side of the Point of Delivery.**

Description of all equipment comprising the Generating Facility	Connecting Voltage
[Insert] kW [Insert Brand and Model] Generator	[Insert] VAC
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	

2. Single Line Diagram: The following diagram is preliminary in nature and is subject to change. The final interconnection of the Generating Facility to SaskPower's Electric System must be in accordance with section 4 of Schedule "A". The Interconnection Customer shall deliver to SaskPower a final single line diagram that is satisfactory to SaskPower within 120 days of the In-Service Date.

[Insert Single Line Diagram Here including noting on the diagram the "Point of Delivery".]

3. Location of Generating Facility: The Generating Facility is located at the location set out in the table below (the "Site").

Legal Land Description of the Site
[Insert legal land description (section, township, and range)]

The Generating Facility and the Point of Delivery shall be located on the portion of the Site set out in the attached diagram or as identified by the GPS coordinates set out below.

[NTD: Insert/Attach Site diagram showing location of the Generating Facility or insert GPS Coordinates, and then delete this note.]

**SCHEDULE "A" - APPENDIX 2
OTHER INTERCONNECTION CUSTOMER REQUIREMENTS**

[Note: Insert description of other Interconnection Customer requirements here or replace with "[Intentionally left blank]" and delete this note.]

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SCHEDULE "B"
INTERCONNECTION CUSTOMER RIGHTS AND RESPONSIBILITIES

1. THE INTERCONNECTION CUSTOMER RIGHTS AND RESPONSIBILITIES:

The Interconnection Customer shall:

- a) make available to SaskPower at the Point of Delivery all Surplus Energy;
- b) design, construct, commission, and operate the Generating Facility in accordance with all applicable federal, provincial, municipal, and local legislation, regulations, standards and approvals, and the standards of a prudent operator of similar equipment;
- c) ensure that the Generating Facility complies with the Canadian Electrical Code;
- d) pay all costs necessary to ensure compatibility of the Generating Facility with SaskPower's Electric System as of the date of execution of this Agreement and throughout the term of this Agreement;
- e) ensure that the Generating Facility is operating in a manner that is compatible with SaskPower's Electric System as determined by SaskPower;
- f) not sell, dispose of, wheel or transmit to any third party any electrical energy produced by the Generating Facility;
- g) pay SaskPower for all sums that may be due and owing by the Interconnection Customer to SaskPower pursuant to this Agreement; and
- h) exercise the skill, diligence and care of a prudent operator when maintaining and operating the Generating Facility.

2. ACCESS TO GENERATING FACILITY:

Subject to compliance by SaskPower with the reasonable site security requirements of the Interconnection Customer, the Interconnection Customer agrees to ensure that SaskPower, its employees, contractors and its agents shall be permitted rights of access, including ingress and egress rights, to the Site set out in Schedule A to this Agreement and any other related property of the Interconnection Customer for the purposes of exercising SaskPower's rights and obligations; and inspecting the Generating Facility and collecting data and information regarding the operation thereof including, without limitation, meter reading, inspecting and obtaining records pertaining to log books and name plates regarding the Generating Facility.

3. SYNCHRONOUS OPERATION:

The Interconnection Customer may generate, at no cost to SaskPower, synchronously with SaskPower's Electric System, electrical energy and power for its own Station Service consumption provided that the operation of the Generating Facility is and remains safe as determined by SaskPower in its sole and unfettered discretion and provided that the Interconnection Customer is not in contravention of *The Power Corporation Act*.

SCHEDULE "C"
GENERAL CONDITIONS

1. INTERPRETATION:

- 1.1 In this Agreement the following words and expressions wherever used, shall have the following meanings:

"Agreement" means the Flare Gas Generation Agreement to which these General Conditions are attached and all attached Schedules, together with all written amendments, modifications and supplements to such documents.

"Business Day" means a weekday that is not a statutory holiday in the Province of Saskatchewan.

"Claim" or **"Claims"** means any claim, demand, action, causes of action, proceeding, regulatory investigation or order.

"Current Location" shall have the meaning set forth in section 16.1 of these General Conditions.

"Direct Liquidated Damages" shall have the meaning set forth in subsection 9.4 of these General Conditions.

"Electric Service Requirements" means that document titled "Electric Service Requirements" document available in hardcopy or in PDF format on the SaskPower webpage www.saskpower.com, as amended from time to time by SaskPower in its sole and unfettered discretion. For the purposes of interpretation of this Agreement, the word "consumer" in the Electric Service Requirements document shall be replaced with the words "Interconnection Customer".

"Flare Gas" means a mixture of hydrocarbon gases that is a by-product in the upstream production of oil and is normally separated from oil and flared as a means of disposal.

"Generating Facility" means the Interconnection Customer's facility for the production of electricity described in Appendix 1 of Schedule "A" to this Agreement, including all facilities and equipment located between the generator and the Point of Delivery.

"Good Utility Practices" means recognized practices, methods and acts together with the exercise of that degree of skill, diligence, prudence and foresight that would be reasonably expected from a prudent owner of similar facilities consistent with applicable laws, and at a minimum requires adequate materials, suitable personnel, appropriate operating and maintenance procedures, on-going monitoring and testing of facility performance to ensure compliance with all applicable laws and license requirements, safe operating procedures, and is not restricted to the optimum practice or course of action to the exclusion of all others, but rather to a spectrum of recognized practices, methods and acts applicable to the circumstances.

"In-Service Date" means the date, after the Interconnection Facilities are complete to SaskPower's satisfaction, that the Generating Facility has been installed and is in service and operates as intended.

"Indemnitees" means the Indemnitees as identified in subsection 9.1.

"Indemnitor" means the Indemnitor as identified in subsection 9.1.

"Interconnection Facilities" means all facilities and equipment on SaskPower's side of the Point of Delivery necessary to interconnect the Generating Facility to SaskPower's Electric System including but not limited to the facilities identified in Schedule C – Appendix 1 Cost and Description of Interconnection Facilities.

"Interconnection Requirements" means the requirements in the document titled "Generation Interconnection Requirements at Voltages 34.5kV and Below" available on SaskPower's website

www.SaskPower.com as amended from time to time by SaskPower in its sole and unfettered discretion, the Electric Service Requirements as amended from time to time by SaskPower in its sole and unfettered discretion, and Schedule A – Appendix 2 – Other Interconnection Customer Requirements.

“Interest Rate” means 1.5% per month (19.56% per annum).

“Metering Equipment” means all metering equipment to measure electrical energy and capacity delivered at the Point of Delivery, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, and associated equipment.

“New Location” shall have the meaning set forth in subsection 16.1 of these General Conditions.

“Party” means either SaskPower or the Interconnection Customer and **“Parties”** means both SaskPower and the Interconnection Customer.

“Point of Delivery” means the point on the high side of the step up transformer at which the Generating Facility is connected to SaskPower’s Electric System.

“SaskPower’s Electric System” means (i) all electrical equipment and apparatus of SaskPower, including, without limitation, transmission and distribution lines, powerlines, wires, transformers, meters, meter reading devices, connected, directly or indirectly, to the Generating Facility at the Point of Delivery, and (ii) all other property of SaskPower located on the Site set out in Schedule A to this Agreement and utilized in or necessary for the supply and delivery of Surplus Energy.

“Site” means the Site as identified in Schedule A, Appendix 1.

“Standard Operating Practice” means an agreement of the Parties governing operating matters respecting the Generating Facility.

“Station Service” means the electrical energy requirements of the Generating Facility to generate electrical energy as measured by the Metering Equipment.

“Surplus Energy” means the electrical energy as measured by the Metering Equipment, not to exceed _____ kW in any hour, produced by the Generating Facility and not consumed by the Interconnection Customer that is delivered to SaskPower in accordance with the requirements of this Agreement.

[NOTE: to complete this definition the “_____ kW” must be completed and this note deleted.]

“Surplus Energy Price” means the applicable yearly tariff as specified in section 3 of Schedule “C”.

- 1.2 The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.3 References to sections and subsections (i.e. “section 1” and “subsection 1.1”) are references to sections or subsections of the document forming part of the Agreement in which they appear unless accompanied by a reference to another document or agreement.
- 1.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 1.5 In the event of any conflict or inconsistency between this Agreement and the Interconnection Requirements, this Agreement shall govern.
- 2. AGREEMENT TO ACCEPT SURPLUS ENERGY AND PROVISION OF STATION SERVICE:**
 - 2.1 SaskPower shall permit the Interconnection Customer to connect its Generating Facility to SaskPower’s Electric System provided that the Generating Facility meets all of the requirements of this Agreement.

- 2.2 SaskPower will use reasonable efforts after the In-Service Date to take and accept delivery of the Surplus Energy at the Point of Delivery and will purchase such Surplus Energy in accordance with this Agreement. Title to, risk and control of Surplus Energy delivered to SaskPower shall pass from the Interconnection Customer to SaskPower at the Point of Delivery.
- 2.3 The Parties acknowledge that the obligation of SaskPower to purchase and take delivery of Surplus Energy will be reduced and as such SaskPower shall have no liability for not purchasing and taking delivery of Surplus Energy to the extent that SaskPower cannot perform those obligations because of equipment failure, maintenance or other operating disruptions or conditions impacting SaskPower's Electric System. The reduction in SaskPower's obligations provided for in the forgoing provisions of this subsection 2.3 includes, without limiting the generality of the forgoing, any of the following circumstances when SaskPower does not purchase and take delivery of Surplus Energy:
- (a) In the event that SaskPower in its sole and unfettered discretion determines that the delivery of electricity by the Interconnection Customer adversely affects, or could adversely affect, SaskPower's ability to safely and reliably operate and maintain the SaskPower Electric System, SaskPower may interrupt, reduce or curtail the Interconnection Customer's delivery of energy to SaskPower;
 - (b) In the event that SaskPower in its sole and unfettered discretion determines that an interruption, reduction or curtailment of the Interconnection Customer's delivery of energy to SaskPower is necessary to facilitate construction, installation, maintenance, repair, replacement, extension, renewal, or inspection of any of SaskPower's Electric System; or
 - (c) A breakdown, destruction or failure of any component of SaskPower's Electric System.
- 2.4 If the Interconnection Customer requires Station Service, the delivery and sale of Station Service to the Interconnection Customer at the Point of Delivery shall be in accordance with SaskPower's applicable tariffs and rules of service of general application. Unless SaskPower notifies the Interconnection Customer that SaskPower wants to furnish, install and maintain the Metering Equipment for measuring Station Service, the Interconnection Customer shall purchase, install, maintain and own the Metering Equipment for measuring such Station Service as provided for in this Agreement.

3. **SURPLUS ENERGY PRICE:**

SaskPower shall pay the Interconnection Customer the Surplus Energy Price for all Surplus Energy delivered to SaskPower by the Interconnection Customer in accordance with this Agreement. The Surplus Energy Price in a particular calendar year shall be the value listed in Table 1 below. **[NOTE: Check to ensure that the years set out in the table below cover the Term of this Agreement, then delete this note.]**

Table 1 – Surplus Energy Price

Year	Surplus Energy Price (\$/MWh)	Year	Surplus Energy Price (\$/MWh)
2017	\$41.28	2027	\$50.32
2018	\$42.11	2028	\$51.33
2019	\$42.95	2029	\$52.35
2020	\$43.81	2030	\$53.40
2021	\$44.68	2031	\$54.47

2022	\$45.58	2032	\$55.56
2023	\$46.49	2033	\$56.67
2024	\$47.42	2034	\$57.80
2025	\$48.37	2035	\$58.96
2026	\$49.33	2036	\$60.14
		2037	\$61.34

4. METERING, METERING STATEMENT, AND BILLING STATEMENT:

- 4.1 The Interconnection Customer shall purchase, install, maintain, and own the Metering Equipment for the purpose of measuring the Surplus Energy and, unless otherwise directed by SaskPower, Station Service and providing to SaskPower data representing the Surplus Energy produced by the Generating Facility and the Station Service consumed. The Interconnection Customer shall comply with all relevant Laws regarding the supply, installation, and maintenance of the Metering Equipment and such Metering Equipment shall meet the applicable requirements established by Measurements Canada, or any successor organization. Such applicable requirements include, but are not limited to, ensuring the meters are sealed by Measurement Canada and ensuring that the re-seal/re-test of the meters is completed when the seal period expires. The Metering Equipment shall be Measurement Canada approved and the Interconnection Customer shall provide the "Notice of Approval" number to SaskPower. The Interconnection Customer shall have a minimum of one (1) spare sealed meter ready to be installed. The Interconnection Customer shall advise SaskPower of any changes to the Metering Equipment in advance or, in the event advance notice cannot be provided, within 48 hours of the change being made.
- 4.2 The Metering Equipment shall be provided with dual registers to separately record the Station Service provided by SaskPower and the Surplus Energy delivered to SaskPower. The Metering Equipment shall be equipped with an internal modem for connection to a dedicated public switched telephone network line to be provided by the Interconnection Customer for the sole use of SaskPower, or other communication method as agreed to by the Parties. The Metering Equipment shall also be equipped with a RS232 port, an optical probe port, or other such port reasonably requested by SaskPower, to be connected to the telemetry equipment.
- 4.3 If the Metering Equipment is not installed at the Point of Delivery, the Metering Equipment shall be provided with internal compensation for losses between the metering point and the Point of Delivery in accordance with accepted industry practice. Such losses shall be based on factory acceptance tests used to derive transformer impedance. If internal compensation for losses is used, such compensation values shall be agreed to by the Interconnection Customer and SaskPower, and shall be under the Measurement Canada seal.
- 4.4 The Interconnection Customer shall provide SaskPower with access to the Metering Equipment for the purposes of inspection and verification as SaskPower may reasonably request from time to time. The Interconnection Customer shall provide copies of all material documentation and approvals received from Measurement Canada, or any successor organization, with respect to the Metering Equipment.
- 4.5 SaskPower shall have a non-exclusive, transferable, perpetual and royalty-free license and right to use any and all data from the Metering Equipment or other data recorded pursuant to this Agreement.
- 4.6 SaskPower and the Interconnection Customer will develop a billing model. The billing model will be developed in Microsoft Office and will use inputs from the Metering Equipment and the Generating Facility as required. Once development is complete, the Interconnection Customer shall maintain the billing model and provide updates to SaskPower as required. Each month the Interconnection Customer

shall provide updated billing data, as described in subsection 4.9, for SaskPower's review and verification.

- 4.7 The Interconnection Customer shall provide SaskPower, within one (1) Business Day after the end of each calendar month, the hourly meter data in an electronic format (Microsoft Excel format is preferred) for Station Service and Surplus Energy delivered to SaskPower during such calendar month.
- 4.8 The Interconnection Customer shall prepare and render a monthly metering statement and billing statement regarding Surplus Energy no later than ten (10) Business Days after the end of each month.
- 4.9 The metering statement and billing statement shall, inter alia, contain the following information:
- a) regarding electrical energy:
 - i. the quantity of Surplus Energy;
 - ii. supporting calculations of all amounts payable by SaskPower for the month calculated in accordance with this Schedule C;
 - b) any adjustments required as per subsection 4.12; and
 - c) the net amount payable by SaskPower or Interconnection Customer, as the case may be.
- 4.10 The Parties will develop as soon as practicable after the execution of this Agreement the form of billing statement containing all of the information required pursuant to subsection 4.9, to be rendered monthly pursuant to subsection 4.8.
- 4.11 In the event the Surplus Energy Price changes between readings of the Metering Equipment, the Surplus Energy Price for that metering period shall be determined as follows:
- $[A \times B \times E] + [C \times D \times E] = \text{Total Value of Surplus Energy for metering period}$
- A = Old Surplus Energy Price
- B = Number of days the Old Surplus Energy Price in effect during metering period
- C = New Surplus Energy Price
- D = Number of days the New Surplus Energy Price in effect during metering period
- E = Average daily Surplus Energy delivered to SaskPower during metering period
- 4.12 If the Interconnection Customer becomes aware of any deficiency in the proper operation of any Metering Equipment, it shall promptly notify SaskPower. The Interconnection Customer shall attend to such remedial measures as may be required to rectify the deficiency. In the event that the deficiency is of such a nature that the amount of Surplus Energy is found to have been inaccurately measured or recorded, the Parties shall endeavor to reach an agreement as to the amount of Surplus Energy delivered to SaskPower during the metering period in question based on the reasonable estimates of each Party of the load conditions prevailing during such period. In the event that the Parties cannot reach an agreement, either Party may request that the matter be resolved pursuant to the *Electricity and Gas Inspection Act* (Canada) which resolution shall be final and binding on the Parties. In the event that the deficiency is of such a nature that the amount of Station Service provided by SaskPower to the Interconnection Customer is found to have been inaccurately measured or recorded such dispute shall be dealt with as provided for in SaskPower's applicable tariffs and rules of service of general application applicable to Station Service.

5. INTERCONNECTION FACILITIES:

- 5.1 If any part of the Interconnection Facilities are to be installed on property that is owned by persons other than the Interconnection Customer or SaskPower, SaskPower shall, at the Interconnection Customer's expense, make reasonable efforts to acquire from such persons on a voluntary basis any rights with respect to such property, including, without limitation, easements or other interests in land, that SaskPower determines are necessary or desirable to construct, operate, maintain, test, inspect, repair, alter, replace or remove the Interconnection Facilities. The Interconnection Customer shall consent to the granting of such rights to SaskPower if requested. The Interconnection Customer shall, at the Interconnection Customer's expense, grant to SaskPower with respect to any property owned by the Interconnection Customer any rights with respect to such property, including, without limitation, licenses and interests in land, that SaskPower determines are necessary to construct, operate, maintain, test, inspect, repair, alter, replace or remove the Interconnection Facilities.
- 5.2 If from time to time SaskPower determines in respect of any property rights required by SaskPower that SaskPower is unable to acquire the property rights provided for in subsection 5.1, SaskPower will notify the Interconnection Customer. The Interconnection Customer and SaskPower will discuss to determine if they can mutually agree upon a resolution. If there is no solution acceptable to SaskPower within 30 calendar days of SaskPower having given such notice, SaskPower may terminate this Agreement upon providing written notice to the Interconnection Customer. The Interconnection Customer shall pay SaskPower for the costs incurred by SaskPower with respect to the Interconnection Facilities, including, without limitation, the costs related to the acquisition of land rights, up to the date of such termination within 30 calendar days of SaskPower invoicing the Interconnection Customer.
- 5.3 SaskPower will make reasonable efforts to design and construct Interconnection Facilities. The Interconnection Customer agrees that SaskPower will own the Interconnection Facilities. The Interconnection Customer is responsible for the actual cost associated with SaskPower designing, constructing and maintaining the Interconnection Facilities. SaskPower's estimated date for completion of the design and construction of the Interconnection Facilities is _●_ days after the payment by the Interconnection Customer of the estimated cost provided for in subsection 6.1. **[NOTE: to complete insert number of days and delete this note.]** SaskPower may from time to time, in its sole and unfettered discretion, by giving written notice change any estimated date and designate a later estimated date.
- 5.4 The design, construction and ownership of any interconnection equipment and material on the Interconnection Customer's side of the Point of Delivery, including but not limited to the secondary cabling, the Metering Equipment, and the step-up transformer will be the sole responsibility of the Interconnection Customer.
- 5.5 SaskPower will provide the cables required to connect the Generating Facility to the SaskPower Electric System. The Interconnection Customer is responsible for physically connecting the cables provided to the Generating Facility.
- 5.6 The Interconnection Customer is responsible for and shall pay SaskPower for the cost of operating, maintaining and repairing the Interconnection Facilities within 30 calendar days when invoiced by SaskPower. The resulting annual charge (O&M) is calculated using the following formula:

$$O\&M = MCF \times IFC$$

Where:

- MCF is 1.23%, which represents the deemed SaskPower maintenance cost factor for the Interconnection Facilities

- IFC is the actual in-service Interconnection Cost, including original estimate plus any adjustments, of the Interconnection Facilities

- 5.7 Prior to the In-Service Date, SaskPower and the Interconnection Customer shall use reasonable efforts to jointly develop a Standard Operating Practice with respect to the interconnected operation of the Generating Facility and SaskPower's Electric System. The Standard Operating Practice will, without limitation, establish operating authority boundaries and isolation procedures respecting the interconnection of the Generating Facility to SaskPower's Electric System. Interconnection of the Generating Facility to SaskPower's Electric System must not take place unless there is a Standard Operating Practice agreed to by the Parties.

6. PAYMENT:

- 6.1 Within thirty (30) calendar days after the Effective Date (and after any Relocation Amendment Date of any Generating Facility Relocation Amendment in respect of this Agreement) or such further time as determined by SaskPower in its sole and unfettered discretion, SaskPower will submit an invoice to the Interconnection Customer for the estimated cost, as set out in the applicable Appendix 1 of Schedule C, to design, procure, construct, and install the Interconnection Facilities. For greater certainty, the Interconnection Customer shall pay such invoice(s) for the estimated cost within 30 days of receipt of the invoice. Within eight (8) months after the completion of the Interconnection Facilities, SaskPower will submit an invoice to the Interconnection Customer for the actual cost to design, procure, construct, and install the Interconnection Facilities and any other associated costs minus any payments already made to SaskPower by the Interconnection Customer on account of the estimated cost to design, procure, construct, and install the Interconnection Facilities.

- 6.2 Invoices shall be rendered to the Interconnection Customer at the address specified in Schedule "C" section 12 of this Agreement and the Interconnection Customer shall pay SaskPower for the Interconnection Facilities (including all applicable taxes) within thirty (30) days of receipt of the invoice. All payments by the Interconnection Customer under this Agreement shall be made in immediately available funds payable to SaskPower by wire transfer to a bank named and account designated by SaskPower as follows or to such other account as designated and notified by SaskPower in writing:

Royal Bank of Canada
2010 – 11th Avenue – 8th Floor
Branch 003 Transit 00008
For credit to:
SaskPower
Account No. 1598440

- 6.3 The Interconnection Customer shall pay all interest on unpaid balances if payment has not been received within thirty (30) calendar days after the invoice date. In the event the net amount payable is not paid in full by that date the outstanding amount shall bear interest at the Interest Rate. Interest will be calculated for the period starting thirty-one (31) calendar days after the invoice date and ending on the receipt of payment.
- 6.4 If this Agreement terminates prior to completion of construction of the Interconnection Facilities, the Interconnection Customer will be responsible for all costs incurred by SaskPower with respect to this Agreement, up to the date of cancellation and any costs incurred after the date of cancellation related to the removal of the Interconnection Facilities.
- 6.5 SaskPower shall forward payment to the Interconnection Customer 30 days after the account statement is rendered for the Surplus Energy delivered by the Interconnection Customer to SaskPower. All payments to the Interconnection Customer by SaskPower under this Agreement shall be made by wire

transfer to a bank named and account designated by the Interconnection Customer as follows or to such other account as designated and notified by the Interconnection Customer in writing: **[NOTE: Complete following information for the Interconnection Customer and delete this note]**

Financial Institution
Address
Branch XXX Transit XXXXX
For credit to:
Interconnection Customer
Account No. XXXXXXXX

- 6.6 The Interconnection Customer is solely responsible for any sales or value added tax including, without limitation, PST and GST associated with the development, construction and operation of the Generating Facility.
- 6.7 In the event that an error is found in any statement rendered, the necessary adjustment shall be made in the next billing statement. In the event a Party disputes, in good faith, any part of an account it shall pay the undisputed portion and may withhold the disputed portion of the account pending resolution of such dispute, and such dispute shall be resolved in accordance with the provisions of section 8. Any payments that result from the resolution of such disputes shall be provided for in the next account statement following the date of such resolution or in a shorter time period as mutually agreed upon by the Parties. Notwithstanding the forgoing provision of this subsection 6.7 the Interconnection Customer may not dispute payment of the estimated amount provided for in Schedule "C" – Appendix 1 Cost and Description of Interconnection Facilities; and, for greater certainty, Interconnection Customer acknowledges that in the event it is disputing any bill issued to it for Station Service it is not entitled to withhold payment of such bill or portion thereof. In addition to any other remedies available to SaskPower under this Agreement or at law or equity if the Interconnection Customer disputes or otherwise fails to pay the invoice provided for in subsection 6.1 for the estimated cost to design, procure, construct, and install the Interconnection Facilities within the time period provided for in this Agreement then SaskPower may, in SaskPower's sole and unfettered discretion and in addition to and without prejudice any other rights and remedies that SaskPower may have, suspend without liability performing any of its obligations under this Agreement pending receipt of payment of the invoice.
- 6.8 Either Party may give written notice to the other Party of an error, omission or disputed amount on a statement within 24 months after the statement was first issued together with reasonable detail to support its claim. Except in the case of willful misstatement or concealment, a previously issued statement shall be deemed accurate 24 months after it has been issued, unless a Party has issued a written notice of dispute to the other Party in respect of such statement.
- 6.9 SaskPower may set-off any amounts owing by the Interconnection Customer for Station Service against amounts payable by SaskPower to the Interconnection Customer under this Agreement.
- 7. DISCONNECTION, DEFAULT AND REMEDIES:**
- 7.1 SaskPower may disconnect SaskPower's Electric System from the Generating Facility to the extent and for the duration SaskPower, in its sole and unfettered discretion, deems necessary for the purpose of safeguarding life or property or for the operation, maintenance, or repair of SaskPower's Electric System. SaskPower is not required to purchase and take delivery of Surplus Energy and is not required to provide compensation to the Interconnection Customer for any lost production resulting from the Generating Facility being disconnected from SaskPower's Electric System.

7.2 In the event the Interconnection Customer is in default of any of its obligations under this Agreement, SaskPower may disconnect SaskPower's Electric System from the Generating Facility until such default has been remedied to the satisfaction of SaskPower.

7.3 Upon termination of this Agreement, the Interconnection Customer shall immediately disconnect the Generating Facility from SaskPower's Electric System.

8. DISPUTES:

8.1 Each Party shall designate a senior officer to address any disputes. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance under this Agreement, such Party shall provide the other Party with a written notice. Such dispute or claim shall be resolved through the designated senior officers of the Parties.

8.2 In the event a unanimous decision cannot be arrived at by such senior officers, within a reasonable time from the date the matter was referred to them, but in no event later than ninety (90) calendar days from such date, either of the Parties may resort to litigation, or agree to proceed to arbitration proceedings in accordance with *The Arbitration Act* (Saskatchewan).

9. INDEMNITY AND LIABILITY:

9.1 The Interconnection Customer (the "Indemnitor") shall and does indemnify and hold harmless, and at the sole option of SaskPower, defend SaskPower and its affiliates, directors, officers, employees, agents, contractors, subcontractors, assigns and successors and each of them (collectively, the "Indemnitees"), in respect of the following:

- (a) from and against all Claims brought against any of the Indemnitees by the owner of the Site or any third party with rights with respect to such Site which arise from, result from or are in connection with the installation, maintenance, operation, and removal of SaskPower's property on such Site and other exercise of SaskPower's rights and obligations under this Agreement on such Site except where to the extent any such claim or action is the result of negligence of any of the Indemnitees; and
- (b) from and against any and all damages, losses, expenses, or costs incurred by SaskPower arising out of, either directly or indirectly, the negligence of the Interconnection Customer in the performance or non-performance of any of its obligations hereunder.

The Indemnitor's obligations pursuant to this subsection 9.1 shall survive termination or expiration of this Agreement.

9.2 The Interconnection Customer agrees that it is liable for all damage or Claims directly or indirectly attributed to the operation of the Generating Facility within SaskPower's Electric System and shall and does hereby indemnify and hold harmless, and at the sole option of SaskPower, defend the Indemnitees in respect of such matters. The Indemnitor's obligations pursuant to this subsection 9.2 shall survive termination or expiration of this Agreement.

9.3 Notwithstanding anything contained in this Agreement, SaskPower or its affiliates, or any of their directors, officers, agents, contractors, assigns or employees shall not be liable under any circumstances whatsoever for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever or howsoever caused, suffered or incurred by the Interconnection Customer arising out of, or in any way connected with, this Agreement, including, without limitation:

- (a) any failure to meet estimated completion date(s) for Interconnection Facilities;

- (b) damage to the Generation Facilities arising out of, or in any way connected with the normal or abnormal operation of the SaskPower Electric System; or
- (c) any failure to take, accept delivery of or purchase Surplus Energy;

whether arising in contract, tort, negligence, strict liability, indemnity or any other basis, except as expressly provided for in subsection 9.4

9.4 SaskPower's liability under this Agreement shall be limited to the following:

- (a) Subject to subsection 9.5, Direct Liquidated Damages with respect to Surplus Energy that SaskPower fails to take, accept delivery of or purchase when obligated to do so under this Agreement. "Direct Liquidated Damages" means the applicable Surplus Energy Price for each MWh of Surplus Energy that SaskPower fails to take, accept delivery of or purchase Surplus Energy when obligated to do so under this Agreement. To the extent Direct Liquidated Damages would be required to be paid hereunder, the Parties acknowledge that such liquidated damages are the sole and exclusive remedy and that actual damages are or would be difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss; and
- (b) With respect to a SaskPower non-payment of the Surplus Energy Price in respect of Surplus Energy which SaskPower has taken delivery of under this Agreement, SaskPower's liability shall be limited to the applicable unpaid Surplus Energy Price.

9.5 Except with respect to subsection 9.4(b), SaskPower's liability to the Interconnection Customer in relation to this Agreement, whether arising in contract, tort, negligence, strict liability, indemnity or any other basis, is limited to one hundred thousand dollars (\$100,000).

10. FORCE MAJEURE:

In the event that either Party shall at any time during this Agreement be prevented from fulfilling its obligations by reason of any disability, strike, lock out, riot, fire, invasion, tornado, cyclone, flood, act of God, the Queen's enemies or any other cause or causes beyond the reasonable control of it, it shall not be liable to the other Party for the non-fulfillment of its obligations, nor shall the other Party be liable for its related obligations during such time.

11. INSURANCE:

11.1 The Interconnection Customer shall obtain, pay for and maintain in force throughout this Agreement the following insurance coverage, with insurers authorized to do business in the province of Saskatchewan:

- a) Commercial General Liability insurance with a limit of two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) Products and Completed Operations covering all amounts that the Interconnection Customer becomes legally obligated to pay as damages arising from personal injury (including death), property damage (including loss of use) and non-owned automobile liability.
- b) Automobile Liability insurance with a limit of two million dollars (\$2,000,000) third party liability covering liability arising from the use of all owned, leased, and non-owned automobiles (alternatively, coverage for non-owned automobiles can be provided under the Commercial General Liability insurance policy).
- c) Excess Liability Insurance over and above the Commercial General Liability and Automobile Liability Insurance coverage, with a limit of twenty million dollars (\$20,000,000) per occurrence.

- d) Any other insurance that the Interconnection Customer is required by law to provide, and that the Interconnection Customer deems appropriate to protect its interests for risks assumed in this Contract or otherwise.

11.2 The insurance obtained by the Interconnection Customer pursuant to this schedule shall be provided in accordance with the following terms and conditions:

- a) The policy listed in 11.1 a) will include SaskPower as an Additional Insured for liability arising out of or in relation to the Interconnection Customer's work or operations performed under or incidental to this Agreement;
- b) Before beginning any work in relation to this Agreement, the Interconnection Customer must provide SaskPower with a duly authorized certificate of insurance certifying that the coverage required by this section is in effect and all policies will endeavour to provide SaskPower at least 30 days' written notice of cancellation;
- c) The Interconnection Customer will be responsible for payment of all deductibles, penalties, and adjustments for insurance provided pursuant to this schedule, which expense shall, for greater certainty, be at the cost to the Interconnection Customer and not reimbursed by SaskPower;
- d) Excess or Umbrella insurance policies may be used to obtain the limits required.

12. NOTICES:

12.1 Any notices required to be delivered or given by either Party to this Agreement shall be delivered to the address and to the individuals indicated below:

To SaskPower in respect to all matters with the exception of billing and metering statements:

SaskPower
12C, 2025 Victoria Avenue
Regina, SK S4P 0S1
Attention: Vice-President Planning, Environment & Sustainable Development
Fax: (306) 566-2916

cc: SaskPower
12C, 2025 Victoria Avenue
Regina, SK S4P 0S1
Attention: General Counsel
Fax: (306) 566-3113

In respect of billing and metering statements:

NorthPoint Energy Solutions Inc.
2025 Victoria Avenue
Regina, SK S4P 0S1
Attention: Manager, Power Contracts
Email: settlements@northpointenergy.com

To the Interconnection Customer: **[Note: Complete Following Information for Interconnection Customer and Delete this Note]**

Name
Address
City/Town, SK Postal code

- 12.2 No amendment or modification to this Agreement shall be effective unless it is in writing and signed by each of the Parties.
- 12.3 If any covenant, obligation or agreement of either Party in this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each covenant, obligation and agreement of the Agreement shall be separately valid and enforceable to the fullest extent possible.
- 12.4 This Agreement and the documents referenced herein contain the entire agreement between the Parties respecting the interconnection of the Generating Facility to SaskPower's Electric System and there are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed herein.
- 12.5 This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns and neither shall be entitled to assign its interest in this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.
- 12.6 In the event the Interconnection Customer sells, transfers or disposes of the lands where the Generating Facility are located or sells the Generating Facility themselves to a third party, the parties to the sale, transfer or disposition shall, as a condition precedent to the sale, transfer or disposition, sign an assumption agreement in a form satisfactory to SaskPower whereby the third party assumes or undertakes to comply with the Interconnection Customer's rights and responsibilities under this Agreement.
- 12.7 The Interconnection Customer's covenants and conditions contained in this Agreement that, by their nature, implicitly or expressly, must be partially or wholly performed after completion or termination of this Agreement, or that cannot be ascertained to have been fully performed until after completion or termination or after payment in full of all amounts due, will survive consummation of this Agreement and payment in full of all amounts due under this Agreement.
- 12.8 Each of the Parties shall, from time to time, do all such acts and things and execute, from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms of this Agreement.

13. ENVIRONMENTAL ATTRIBUTES:

The Interconnection Customer shall retain all environmental attributes and liabilities associated with the construction, operation and decommissioning of the Generating Facility.

14. CHANGE OF LAWS:

- 14.1 After the date this Agreement is fully executed, as a result of the adoption, enactment, promulgation, modification, amendment or revocation of any laws or any interpretation, reinterpretation or administrative position relating thereto of any government department or regulatory body that administers any such laws, including the imposition of new requirements or conditions in respect of permits or any re-interpretation of administrative position relating thereto of any industry association or body that recommends or establishes reliability or interconnection standards, relating to electricity, Interconnection Customer is required to modify the Generating Facility or operate them differently, the increase or decrease in cost or the liability or benefit shall not be passed on to SaskPower.

- 14.2 If, after the date this Agreement is fully executed, the GST or the PST rate in effect or the basis for calculating GST or PST changes, the resulting increase or decrease in the cost of constructing the Generating Facility shall not be passed on to SaskPower.

15. DECOMMISSIONING:

The Interconnection Customer retains sole responsibility for the decommissioning of the Generating Facility. When decommissioning the Generating Facility, the Interconnection Customer shall comply with all federal, provincial, local and municipal statutes, laws, by-laws, rules, codes, ordinances, permits, regulations and any industry standards in effect from time to time and made or issued by governmental authorities, administrative tribunals, regulatory bodies, industry associations or courts having jurisdiction over the Parties, the Generating Facility, SaskPower's Electric System or any of them.

16. RELOCATION OF GENERATING FACILITY:

- 16.1 The Interconnection Customer may from time to time propose the possible relocation of the Generating Facility from its current location (the "Current Location") to another location (the "New Location") within Saskatchewan by notifying SaskPower in writing of the proposed relocation, provided that the Interconnection Customer's Generating Facility has achieved its In-Service Date at the Current Location. There shall only be one Current Location of the Generating Facility at any one time and SaskPower will not consider proposals that increase the nameplate capacity of the Generating Facility.
- 16.2 The Interconnection Customer acknowledges the following: SaskPower will need to study the interconnection of the Generating Facility at the proposed New Location; the Interconnection Customer will be expected to supply SaskPower with particulars, including but not limited to technical information, in order for SaskPower to carry out the study; and the completion time for the study is within SaskPower's sole and unfettered discretion. The Interconnection Customer also acknowledges that before SaskPower commences the study, SaskPower will provide the Interconnection Customer with a fixed cost quotation to perform the study and that the Interconnection Customer must provide the fixed cost payment.
- 16.3 SaskPower will give the Interconnection Customer written notice when the study is completed and will advise the Interconnection Customer as to whether or not SaskPower is prepared to consider the relocation of the Generating Facility to the New Location. This notice by SaskPower does not result in any legally binding obligations on either Party and there is no agreement with respect to the relocation of the Generating Facility until the parties execute a formal amendment to this Agreement providing for the relocation.
- 16.4 If the Parties mutually agree to the relocation of the Generating Facility to the New Location then the Parties shall execute a Generating Facility Relocation Amendment in the form attached to this Agreement as Schedule "D" - Generating Facility Relocation Amendment.
- 16.5 Notwithstanding any other provision of this Agreement, relocation of the Generating Facility or entering into a Generating Facility Relocation Amendment shall not alter the terms of this Agreement except as expressly set out in the executed Generating Facility Relocation Amendment. For greater certainty and without limiting the foregoing, the Term of this Agreement shall remain unchanged and shall expire on the date provided for in section 4 (Term and Termination) of the Flare Gas Generation Agreement, the Interconnection Customer's obligations regarding the decommissioning of the Generating Facility shall continue to apply notwithstanding the relocation of the Generating Facility, and the Surplus Energy Price shall continue unchanged.

**SCHEDULE "C" - APPENDIX 1
COST AND DESCRIPTION OF INTERCONNECTION FACILITIES**

The budgetary estimate to design, procure, construct, and install the Interconnection Facilities is \$**[NOTE: Insert dollar amount and delete this note.]** (plus applicable taxes). This estimate is based on limited information at the time of calculation. SaskPower makes no representation as to the accuracy of this estimate and does not warranty that the actual cost to design, procure, construct, and install the Interconnection Facilities will fall within the estimate or within a definitive margin of error. No warranty should be implied as to the accuracy of this estimate and SaskPower disclaims all liability with respect to the accuracy of this estimate. The Interconnection Customer shall pay to SaskPower the actual cost to design, procure, construct, and install the Interconnection Facilities in accordance with this Agreement.

The Interconnection Facilities to be designed, procured, constructed and installed include, but are not limited to, the following:

[NTD: Insert description of Interconnection Facilities and delete this NTD.]

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SCHEDULE "D" – GENERATING FACILITY RELOCATION AMENDMENT

GENERATING FACILITY RELOCATION AMENDMENT

Amendment No.:

<Name of Business Unit>
2025 Victoria Avenue, Regina,
Saskatchewan S4P 0S1
Tel: 306.566.<BU phone number>
Fax: 306.566.<BU fax number>

AMENDMENT DATE: <date of this document>

This Generating Facility Relocation Amendment (the "Amendment") is made pursuant to the provisions of the Flare Gas Generation Agreement having the Effective Date of <Effective Date> [NTD: Insert the "Effective Date" from the top of the first page of the Flare Gas Generation Agreement and delete this NTD.] between SaskPower and the Interconnection Customer (the "Agreement").

Interconnection

Customer Name: <<Insert full legal name of Interconnection Customer as per Agreement title page>>

("Interconnection
Customer")

FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Interpretation

- 1.1 The other provisions of the Agreement shall govern where there is a conflict or inconsistency between the provisions of this Amendment. Any provision of this Amendment that purports to directly or indirectly alter any provision of the Agreement or the intent thereof (excepting Schedule A – Appendix 1 Generating Facility, Location and Single Line Diagram, Schedule A – Appendix 2 – Other Interconnection Requirements, and Schedule C – Appendix 1 Cost and Description of Interconnection Facilities) is void and of no force and effect.
- 1.2 Capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement except as expressly provided for otherwise in this Amendment.
- 1.3 The following attached documents form part of the Amendment and apply to the Generating Facility at the New Location:
 - Schedule A – Appendix 1 – Generating Facility, Location, and Single Line Diagram
 - Schedule A – Appendix 2 – Other Interconnection Customer Requirements
 - Schedule C – Appendix 1 – Cost and Description of Interconnection Facilities

For greater certainty, Schedule A – Appendix 1 Generating Facility, Location and Single Line Diagram, Schedule A – Appendix 2 – Other Interconnection Requirements, and Schedule C – Appendix 1 Cost and Description of Interconnection Facilities, which apply to the Current Location from which the Interconnection Customer is relocating to the New Location pursuant to this Amendment, do not apply to such New Location.

2. Relocation of Generating Facility

- 2.1 The Parties agree that the Interconnection Customer will relocate the Generating Facility to the New Location identified in the attached Schedule A – Appendix 1 – Generating Facility, Location, and Single Line Diagram. For purposes of the Agreement, the attached Schedule A – Appendix 1 – Generating Facility, Location, and Single Line Diagram, Schedule A – Appendix 2 - Other Interconnection Customer Requirements, and Schedule C – Appendix 1 – Cost and Description of Interconnection Facilities shall be added to the Agreement and apply only to the New Location.
- 2.2 For greater certainty, any payments made by the Interconnection Customer to interconnect the Generating Facility at the Current Location will not be refunded or applied to the cost of interconnecting the Generating Facility at the New Location.

3. Counterparts and Delivery

- 3.1 This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Amendment. This Amendment may be delivered in person, by facsimile or by email.

4. Execution

- 4.1 Each party has executed this Amendment with the intention of making it legally binding as of the Amendment Date written above.

SASKATCHEWAN POWER CORPORATION

By: _____
<Name of Signatory>, <Title of Signature> _____ Initials

<INSERT FULL NAME OF THE INTERCONNECTION CUSTOMER>

By: _____
Signature of Signing Authority

Name of Signing Authority (please print) Title of Signing Authority

**SCHEDULE "A" - APPENDIX 1
GENERATING FACILITY, LOCATION, AND SINGLE LINE DIAGRAM**

This is in respect of the Generating Facility Relocation Amendment Dated **[NTD: Insert Amendment Date from first page of this Amendment and delete this NTD.]**

["NOTE: To complete this Appendix 1, the following information, at a minimum, must be added where indicated below and this Note should be deleted.]

- A description of the Generating Facilities based on the description provided by the Interconnection Customer (i.e. the generation equipment (manufacturer, Nameplate Capacity) the legal land description where the Generating Facilities are to be located.
- Single line drawing of the Facilities (identifying the Point of Delivery); and
- Information showing control (lease/ownership) of the location of the Generating Facility.]

1. **Generating Facility Description:** The Generating Facility is comprised of the equipment listed in the table below and all ancillary cables and connections on the Interconnection Customer's side of the Point of Delivery.

Description of all equipment comprising the Generating Facility	Connecting Voltage
[Insert] kW [Insert Brand and Model] Generator	XXX VAC
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	
[Insert equipment description, including serial number if possible.]	

2. **Single Line Diagram:** The following single line diagram is preliminary and subject to change. The final interconnection of the Generating Facility to SaskPower's Electric System must be in accordance with section 4 of Schedule "A". The Interconnection Customer shall deliver to SaskPower a final single line diagram that is satisfactory to SaskPower within 120 days of the In-Service Date.

[Insert Single Line Diagram Here.]

3. **Location of Generating Facility:** The Generating Facility is located at the location set out below in this Appendix (the "Site").

Legal Land Description of the Site
[Insert legal land description (section, township, and range)]

The Generating Facility and the Point of Delivery shall be located on the portion of the Site set out in the attached diagram or as identified by the GPS coordinates set out below.

[NTD: Insert/Attach Site diagram showing location of the Generation Facility or insert GPS Coordinates and then delete this note.]

**SCHEDULE "A" - APPENDIX 2
OTHER INTERCONNECTION CUSTOMER REQUIREMENTS**

This is in respect of the Generation Facility Relocation Amendment Dated **[NTD: Insert Date from first page of this Amendment and delete this NTD.]**

[Note: Insert description of other Interconnection Customer requirements here or replace with "[Intentionally left blank]" and delete this note.]

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**SCHEDULE "C" - APPENDIX 1
COST AND DESCRIPTION OF INTERCONNECTION FACILITIES**

This is in respect of the Generation Facility Relocation Amendment Dated **[NTD: Insert Amendment Date from first page of this Amendment and delete this NTD.]**

The budgetary estimate to design, procure, construct, and install the Interconnection Facilities is \$_____ **[NOTE: Insert dollar amount and delete this note.]** (plus applicable taxes). This estimate is based on limited information at the time of calculation. SaskPower makes no representation as to the accuracy of this estimate and does not warranty that the actual cost to design, procure, construct, and install the Interconnection Facilities will fall within the estimate or within a definitive margin of error. No warranty should be implied as to the accuracy of this estimate and SaskPower disclaims all liability with respect to the accuracy of this estimate. The Interconnection Customer shall pay to SaskPower the actual cost to design, procure, construct, and install the Interconnection Facilities in accordance with this Agreement.

The Interconnection Facilities to be designed, procured, constructed and installed include, but are not limited to, the following:

[NTD: Insert description of Interconnection Facilities and delete this NTD.]