

DER Civic Address: _____



DER HOL Nomenclature: _____

**Micro-Distributed Energy Resource (DER Facility Connection Agreement (10kW or less) - or
Certain DERs (esp. Greater than 10kW, and less than 50kW)**

INTRODUCTION

In consideration of Hydro Ottawa Limited (Hydro Ottawa) agreeing to allow you to connect your DER, specified in the Service Layout or the Connection Impact Assessment and summarized herein, to Hydro Ottawa's distribution system, you hereby agree to the following terms and conditions.

1.0 ELIGIBILITY

1.1 You agree that your DER connection shall be subject to all applicable laws as amended from time-to-time, and shall be bound by the terms and conditions of Hydro Ottawa's [Conditions of Service](#) as amended from time-to-time, which have been filed with the Ontario Energy Board and are available on request.

2.0 TECHNICAL REQUIREMENTS

2.1 You represent and warrant that you have installed or will install prior to the connection of your DER facility to Hydro Ottawa's distribution system, an isolation device satisfying Section 84 of the Ontario Electrical Safety Code in an accessible location approved by Hydro Ottawa and agree to allow Hydro Ottawa staff access to and operation of this device at any time for the maintenance and repair of the distribution system.

2.2 You agree to perform regular scheduled maintenance to your DER facility as outlined by the manufacturer to assure that connection devices, protection systems, and control systems are maintained in good working order and in compliance with all applicable laws as amended from time-to-time.

2.3 You agree that during a power outage on Hydro Ottawa's distribution system your DER facility will shut down, unless you have installed special transfer and isolating capabilities on your DER facility. You agree to the automatic disconnection of your DER facility from Hydro Ottawa's distribution system in the event of a power outage on Hydro Ottawa's distribution system or any abnormal operation of Hydro Ottawa's distribution system.

2.4 You covenant and agree that the design, installation, maintenance, and operation of your DER facility are conducted in a manner that ensures the safety and security of both the DER facility and Hydro Ottawa's distribution system.

2.5 Due to Hydro Ottawa's obligation to maintain the safety and reliability of its distribution system, you acknowledge and agree that in the event Hydro Ottawa determines that your DER facility: (i) causes or is likely to cause damage to; and/or (ii) is producing or is likely to produce adverse effects affecting other distribution system customers or Hydro Ottawa's assets, you will disconnect your DER facility immediately from the distribution system upon direction from Hydro Ottawa and correct the problem at your own expense prior to reconnection.

3.0 LIABILITIES

3.1 You and Hydro Ottawa will indemnify and save each other harmless for all damages and/or adverse effects resulting from either party's negligence or willful misconduct in the connection and operation of your DER facility or Hydro Ottawa's distribution system.

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

4.0 COMPENSATION AND BILLING

4.1 If you are not an embedded retail generator, you agree that, subject to any applicable law there will be no carryover of excess generation from one billing period to the next unless you are, at the relevant time, a net metered generator (as defined in section 6.7.1 of the Distribution System Code).

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4.2 If you are an embedded retail generator selling output from the embedded generation facility to the Independent Electricity System Operator (previously the Ontario Power Authority) under contract, you agree that Hydro Ottawa will pay you for generation in accordance with the Retail Settlement Code.

4.3 If you are an embedded retail generator delivering and selling output to Hydro Ottawa, you agree that Hydro Ottawa will pay you for generation in accordance with the Retail Settlement Code.

4.4 You consent to allow Hydro Ottawa to share your data, including meter data, for settlement purposes, in accordance with Hydro Ottawa's [Privacy Notice](#), as amended from time-to-time.

4.5 As a microFIT customer, net metering or other type of customer, you agree to pay to Hydro Ottawa the applicable customer charges, as amended from time-to-time.

5.0 TERMINATION

5.1 You understand that you have the right to terminate this agreement by notifying Hydro Ottawa at least 90 days in advance of such termination, and that by doing so you are required to disconnect your DER facility from interconnection to the utility distribution system.

5.2 You agree that Hydro Ottawa may require changes to this Agreement from time-to-time to comply with changes to applicable law.

5.3 You agree to notify Hydro Ottawa at least 30 days in advance of any alteration to your DER facility.

6.0 ASSIGNMENT

6.1 You may assign your rights and obligations under this Agreement with the consent of Hydro Ottawa which shall not withhold its consent unreasonably. Hydro Ottawa shall have the right to assign its rights and obligations under this Agreement without your consent.

I understand, accept and agree to comply with and be bound by the above terms and conditions governing connection of my DER facility to Hydro Ottawa's distribution system. I confirm that the following information is true and the accurate:

Newly Added DER Nameplate Capacity (kW) _____ Combined Installed DER Capacity (kW) _____
(if incremental to previously connected capacity)

Energy Source (circle what applies) Solar Photovoltaics Wind Hydraulic Fuel cell Other (specify) _____

Inverter Used? Yes No

Inverter Certification: C22.2 #107.1 UL1741 Site certified by the Electrical Safety Authority (ESA)

Generator Owner's Signature: _____

Date (YYYY-MM-DD): _____

Generator Owner Name - print): _____

Email Address: _____

Phone No.: _____

HOL Account No. _____

HOL Name: _____

HOL Signature: _____

Date (YYYY-MM-DD) _____