Schedule F: Contract To Buy Electricity For A Low-Volume Business (Power Purchase Agreement Only)

For use on or after July 1, 2022

[Energy retailer may include its business name and logo and on this and subsequent pages of the PPA. Energy retailer may also include PPA identification information at the bottom of this and subsequent pages of the PPA.]

See <u>Section 2</u> for what different words mean in this Power Purchase Agreement (PPA).

1 What you are buying and from who

Energy Retailer information	[Insert name and licence number of energy retailer] [Name of energy retailer] is not your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity. Our licence number is [Energy retailer to insert electricity retailer licence number]. Section 7 tells you how to contact us for different reasons.
Your information	[Insert customer name and contact information for the customer. Other customer information needed by the energy retailer to enrol the customer or manage the PPA may be added/solicited as required.]
Address of the Business to be supplied under this PPA	[Insert address of non-residential property to be supplied under the PPA]
PPA Price: What you pay for	Type of Contract:
electricity under this PPA	Power Purchase Agreement (PPA)
	[Energy retailer to include details of the PPA price. Energy retailer may include the name that the energy retailer uses for the product in question, preceded by the words "We call this".]
	Section 4.2 tells you more about the PPA Price. It also tells you more details about what the PPA Price covers.

Other energy costs: Charges you will continue to pay to others	The PPA Price is only for electricity generated from the Renewable Generation System. It is not the total amount you will pay for electricity. Depending on your electricity needs, you may be required to purchase additional electricity from your Electricity Utility to meet your monthly needs. You will remain responsible for paying other charges to have electricity delivered to the Business by your Electricity Utility. The Electricity Price Comparison that we gave you with this PPA shows you an estimate of the monthly charges. Section 4.3 tells you more about these other charges.
Net metering agreement with your utility	The Renewable Generation System may produce more or less electricity than you consume. You can continue to purchase electricity from your Electricity Utility for any additional electricity required by the Business and you will remain responsible for paying other charges to have electricity delivered to the Business by your Electricity Utility. However, you are responsible for setting up a net metering agreement with your Electricity Utility to send any excess electricity produced by the Renewable Generation System to the grid in exchange for a credit that can be used to offset electricity costs on your electricity bill charged by your Electricity Utility. To learn more, <u>click here</u> . Note: If the dollar value of the electricity you send to the grid exceeds the dollar value of the electricity you consume from the grid in every billing period over a 12-month period, your Electricity Utility cannot carry over any remaining balance to the subsequent billing period.
Costs payable under the Associated Equipment Agreement (AEA) for the Renewable Generation System	You may be required to pay additional charges for the Renewable Generation System that will generate electricity purchased under this PPA. The Associated Equipment Agreement (AEA) that you will sign for the Renewable Generation System outlines these charges. <u>Section 4.4</u> tells you more about these charges and about the type of system to be installed.
PPA Length	The PPA Length starts on the PPA Start Date. You will be buying the electricity generated from the Renewable Generation System from [insert name of energy retailer] for: [energy retailer to insert the PPA term here]

PPA Start Date	 This PPA will start on the day you start to get electricity from the Renewable Generation System. <u>Section 3.3</u> tells you how long it should normally take for that to happen. Note: You are responsible for setting up a Net Metering Agreement with your Electricity Utility to send excess power produced by the Renewable Generation System to the grid in exchange for credits that can be used to offset electricity costs. The start date of this Net Metering Agreement should be the same as the date that you begin to receive electricity from the Renewable Generation System.
Your right to change your mind	After you enter into this PPA, you have 10 days to change your mind. The <u>Energy Consumer Protection Act, 2010</u> gives you this right. If you tell us that you have changed your mind in those 10 days, the PPA will end. You will not have to pay a Cancellation Fee associated with the PPA. However, if you have already entered into an AEA for the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>)
	Section 5.1 tells you about your right to change your mind.
Your rights to end this PPA	You can end this PPA for different reasons. If you end the PPA more than 30 days after you get your second bill under the PPA Price, you may have to pay a Cancellation Fee.
	Section 5.2 tells you about your rights to end this PPA. Section 5.3 tells you about Cancellation Fees.
Our rights to end this PPA	We can end this PPA for different reasons. <i>[Energy retailer to insert if applicable:</i> If we end the PPA, you may have to pay an Early Exit Fee.]
	Section 5.4 tells you about our rights to end this PPA. [Energy retailer to insert if applicable: Section 5.5 tells you about Early Exit Fees]
Cancellation fees under the AEA for the Renewable	Cancellation of this PPA at any time may result in penalties or fees under the AEA you signed for the Renewable Generation System.
Generation System	Section 5.6 tells you about Cancellation fees for the AEA.

2 What words mean in this PPA

"We", "us" and "our" refer to [insert energy retailer name].

"You" and "your" refers to the Business whose name is set out beside "<u>Your information</u>" in <u>Section 1</u>.

"Account Holder" is the person whose name is on the Electricity Utility bills for the Business.

"Associated Equipment Agreement (AEA)" is an associated agreement, separate from this PPA, for the leasing, financing, hosting, licensing or other arrangement for the Renewable Generation System that will generate electricity purchased under this PPA.

"Business" is the property that is supplied with electricity under this PPA as shown in Section 1.

"Cancellation Fee" is what you may have to pay if you end this PPA for no reason more than 30 days after you get your second bill with the PPA Price.

"PPA Length" is how long this PPA will last.

"PPA Price" is what you agree to pay under this PPA for electricity generated by the Renewable Generation System that you buy from us for the Business.

[Energy retailer to insert if applicable: "Early Exit Fee" is what you agree to pay if we end this PPA.]

"Electricity Utility" is the electricity company that is responsible for the wires that bring electricity to the Business. An Electricity Utility is also called a distributor or a local distribution company.

"Energy Consumer Protection Act" is the <u>Energy Consumer Protection Act, 2010</u> and any <u>regulation</u> made under that Act.

"Net Metering" is the process by which you send electricity generated by the Renewable Generation System to the grid in exchange for credits that can be used to offset the electricity costs charged by your Electricity Utility. To learn more, <u>click here</u>.

"Net Metering Agreement" is the agreement with your Electricity Utility that will allow you to participate in Net Metering with your Electricity Utility.

"Renewable Generation System" is the renewable energy generation facility installed on the Business's property, as described in <u>Section 4.4</u>., that will produce the electricity purchased under the PPA.

3 Supply of electricity and billing

3.1 You are the Account Holder or the Account Holder's agent

You have told us that:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to enter into this PPA to supply electricity to the Business.

3.2 Enrolling you as a new PPA customer

Prior to signing this PPA, contact your Electricity Utility to ensure that your Business will be able to enter into a Net Metering arrangement to send any excess electricity produced by the Renewable Generation System to the grid in exchange for a credit that can be used to offset electricity costs on your electricity bill charged by your Electricity Utility.

Before we provide electricity for the Business, we have to take three steps.

Step one: We must enrol you as a new customer. *[Energy retailer to insert, if applicable:* This may involve a standard credit check.*]*

Step two: We will install the Renewable Generation System. *[Energy retailer to insert details about the installation process:* This may include details about timelines for installation and any obligations for the customer to execute installation.]

Step three: We will begin billing you for the electricity generated by the Renewable Generation System. This PPA will not interrupt electricity service to the Business and you will continue to be able to purchase electricity over and above what is produced by the Renewable Generation System from your Electricity Utility.

Note: The Renewable Generation System may produce more electricity than the Business requires. You are responsible for entering into a Net Metering Agreement with your Electricity Utility to send excess electricity generated by the Renewable Generation System to the grid in exchange for credits that can be used to offset electricity costs charged by your Electricity Utility. If the dollar value of the electricity you send to the grid exceeds the dollar value of the electricity you consume from the grid in every billing period over a 12-month period, your Electricity Utility cannot carry over any remaining balance to the subsequent billing period.

3.3 Start date of supply

We will start supplying electricity to the Business under this PPA after the Renewable Generation System has been installed and begins generating electricity for your consumption.

3.4 Delivery and billing

The Renewable Generation System will produce electricity at the Business. Your Electricity Utility will not be responsible for delivering this electricity to the Business and will not read the meter associated with the Renewable Generation System. We will bill you only for the electricity purchased under this PPA. You will receive a separate bill for any electricity you purchase from your Electricity Utility that will reflect any credits that may have accrued during a billing period.

[Energy retailer may include further details regarding billing and collections pertaining to the energy retailer's own practices in <u>Section 4.4</u> or as part of the additional terms and conditions contemplated at the end of this document, as applicable.]

4 PPA Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity produced by the Renewable Generation System identified under the PPA.

Your agreement to buy from us lasts until the end of the PPA Length. The <u>PPA Length</u> is shown in <u>Section 1</u>.

4.2 PPA Price: What you pay for electricity under this PPA

You agree that you will pay the PPA Price for the electricity that you buy from us.

The <u>PPA Price</u> is shown in <u>Section 1</u>. It includes:

- The price for the electricity supplied by the Renewable Generation System for the Business. Electricity use is measured in kilowatt hours or "kWh".
- Any other charge listed in <u>Section 1</u> as part of the PPA Price.
- Taxes.

4.3 Other energy costs: Charges you will continue to pay to others

You may have to purchase additional electricity from your Electricity Utility to meet your monthly needs. There are other charges on the Electricity Utility bill that you will continue to pay in addition to the Electricity Line Price including any applicable delivery and regulatory charges and taxes.

4.4 Description of, and Costs payable under the AEA for, the Renewable Generation System:

[Energy retailer to insert details as required about the type of Renewable Generation System, *i.e.* solar]

There may be additional charges that are related to the Renewable Generation System that will generate the electricity purchased under this PPA.

Those charges are: [Energy retailer to insert details about the charges / fees payable under or in respect of this agreement, as applicable]

4.5 How you pay, deposits, late payments etc.

[Energy retailer to insert details as required by the Energy Consumer Protection Act or retailer practice]

5 Ending the PPA

5.1 You can change your mind about this PPA

Note: This section only applies to this PPA. If you have already entered into an AEA for the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>)

The <u>Energy Consumer Protection Act, 2010</u> says that you have 10 days to change your mind about a retail contract such as this PPA. This is called the "cooling off" period. It starts when you enter into this PPA. If you tell us that you have changed your mind in those 10 days, this PPA will end. You will not have to pay any Cancellation Fees. And if you paid us any money under the PPA, we have to give you a full refund.

5.2 You can end this PPA if...

Note: This section only applies to this PPA. If you have already entered into an AEA the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>)

The <u>Energy Consumer Protection Act, 2010</u> says that you can end or "cancel" a retail contract such as this PPA for different reasons if you want to.

You can end this PPA up to 30 days after you receive the second bill that is charging you the PPA Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this PPA for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

- 1. If your Business moves to a different location. However, failure to assign the PPA or the AEA to the new businessowner may give rise to penalties or other charges payable under the AEA.
- 2. If this PPA does not meet the rules in the <u>Energy Consumer Protection Act. 2010</u> or the rules set by the Ontario Energy Board.
- If we did something that the <u>Energy Consumer Protection Act, 2010</u> says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you.
 - b. If you are not the Account Holder or the Account Holder's agent.
 - c. If we did not follow the Ontario Energy Board's consumer protection rules.
 - d. If we failed to disclose the 16 information items related to your AEA for the Renewable Generation System. The 16 information items are outlined in <u>Schedule A</u> of this contract.
- 4. If you already had a PPA with another energy retailer when you entered into this PPA. This right to end this PPA only exists until the day the other PPA ends.
- 5. If the <u>Energy Consumer Protection Act, 2010</u> says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
- 6. If this PPA is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.

7. If we automatically renew or extend this PPA.

The <u>Energy Consumer Protection Act, 2010</u> also says that you can end a retail contract such as this PPA at any other time for no reason. You have to give us 10 days' notice that you want to end this PPA for no reason. In this case, we can charge you a Cancellation Fee (see <u>Section</u> <u>5.3</u>).

Nothing in this PPA can take away or change any of the rights to end the PPA that the <u>Energy</u> <u>Consumer Protection Act, 2010</u> gives you.

[Energy retailer to insert the text below if applicable]

We will also let you end the PPA for these other reasons: [Energy retailer to insert details as required by the Energy Consumer Protection Act]

5.3 Cancellation Fees

Note: This section only applies to this PPA. If you have already entered into an AEA for the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>).

[Energy retailer to insert the text below if applicable. If the energy retailer is not charging a Cancellation Fee or is charging an amount less than the Cancellation Fee provided for in the Energy Consumer Protection Act, the energy retailer may replace the text below with the appropriate details as required by the Energy Consumer Protection Act.]

If you end this PPA for no reason more than 30 days after you receive the second bill that is charging you the PPA Price, we can charge you a Cancellation Fee. The Cancellation Fee cannot be more than \$50 if the Business used less than 15,000 kWh of electricity in the 12 months before you end this PPA.

If the Business used more than 15,000 kWh of electricity in the 12 months before you end this PPA, the highest Cancellation Fee is:

0.015 x [amount of electricity used in the Business in those 12 months \div 12] x # of months or part months left to go in the PPA Length.

5.4 We can end this PPA if...

Note: This section only applies to this PPA. If you have already entered into an AEA for the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>)

We can end this PPA for different reasons: [Energy retailer to insert details as required by the Energy Consumer Protection Act] [Energy retailer to insert the following if applicable:]

5.5 Early Exit Fees

Note: This section only applies to this PPA. If you have already entered into an AEA for the Renewable Generation System, cancellation of this PPA may result in penalties or fees under the AEA (see <u>Section 5.6</u>)

[Energy retailer to insert details]

5.6 Cancellation Fees for the AEA

[Energy retailer to insert details for any fees and penalties the customer is liable to pay under the AEA if the customer cancels the PPA]

6 Transferring the PPA

[Energy retailer to insert details as required by the Energy Consumer Protection Act]

7 How to Contact Us...

[Energy retailer to insert details for 7.1 to 7.3 as required by the Energy Consumer Protection Act]

- 7.1 If you have a complaint or question
- 7.2 To renew or extend this PPA
- 7.3 To change your mind or end this PPA

[Energy retailer to insert Section 8 if applicable]

8 Making changes to this PPA

We cannot change this PPA without first asking you if you agree. If we want to change the PPA, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

[Energy retailer may insert any other PPA terms and conditions below, as long as they are in plain language and are not inconsistent with the standard PPA terms and conditions.]

Schedule A: 16 Information Items

Your Electricity Retailer must disclose this information!

The Retailer is required to disclose the following 16 information items related to your AEA for the Renewable Generation System.

- 1. The name and contact information of any other parties to the agreement.
- 2. Whether the agreement is a lease, financing, hosting, licensing or other arrangement.
- 3. The term of the agreement.
- 4. The date on which the agreement begins to apply.
- 5. For the renewable energy generation facility, the rated maximum output capacity as stated on the nameplate of the machinery or equipment that is used to produce electricity.
- 6. Any insurance or warranty rights or obligations, including any obligation to pay a deductible, related to the renewable energy generation facility or related equipment, systems and technology and any limitations or exclusions in respect of coverage.
- 7. The terms of payment, including any terms related to deposits, interest or any other financial or legal obligations under the agreement that affect the terms of payment.
- 8. Any options or obligations to purchase the renewable energy generation facility or related equipment during or at the end of the term, including any relevant dates and costs associated with the options or obligations.
- 9. Any other costs for which you will be responsible, including costs related to administration and account billing, insurance or warranty rights, leasing, rental, installation, connection, ongoing operation, maintenance and removal of the renewable energy generation facility or related equipment, systems and technology.
- 10. Any right to terminate, suspend, amend, extend or renew the agreement.
- 11. Any penalties under the agreement and the circumstances in which you would be liable to pay the penalties.
- 12. Any right to transfer or assign the agreement.
- 13. Any authority to put a lien on your property and the circumstances that would give rise to such a right.
- 14. Any maintenance and operation obligations you have with respect to the renewable energy generation facility or related equipment, systems and technology.
- 15. An estimate of the annual energy production of the renewable energy generation facility measured in kilowatt hours.
- 16. An estimate of your annual electricity cost savings under the agreement.