

1 Q. **Reference: Volume I, Section 6.3.1; Responses to PUB-NLH-084, Attachment 1; PUB-NLH-**
2 **088(d); and CA-NLH-146**

3 In relation to the St. Lawrence and Fermeuse wind purchase agreements:

4 a) Confirm or correct the following

- 5 i. payment to the Seller is a function solely of the Energy purchased in the month;
- 6 ii. neither agreement provides for a capacity charge, an availability payment, or a fixed
7 annual payment; and
- 8 iii. Hydro incurs no payment obligation under either agreement in a month in which no
9 Energy is delivered. If not confirmed, identify the provision that addresses payment
10 and state the amount that would be payable in a month of no delivery.

11 b) Provide Appendices A, B, C and E, to each of the St. Lawrence and Fermeuse
12 agreements.

13 c) Provide the Commercial In-Service Date of each facility and the resulting expiry date of
14 the twenty-year Term defined at Article 1.01.

15 d) Advise of any amendments or assignments of each agreement.

16 e) State whether Hydro has exercised, or intends to exercise, the option at Article 9.01 of
17 either agreement to acquire the facility. If it has not, state the reason.

18 f) Reconcile Article 2.01, which obliges Hydro to pay for Energy made available or capable
19 of being made available, with Article 2.02, which computes the monthly payment on the
20 Energy purchased in the month, and with Article 6.12, which permits either party to
21 interrupt the supply or receipt of Power and Energy without penalty or liability for
22 damages.

23 g) Advise whether Hydro has at any time paid for curtailed energy under either agreement;
24 and provide the curtailment history of each facility by year and by cause, distinguishing
25 curtailment taken under Articles 6.07 and 6.12 from curtailment taken for any other
26 reason.

- 1 **h)** Explain how a payment obligation that varies solely with delivered energy supports
2 classification of any portion of either purchase as demand-related.
- 3 **i)** Identify the demand-related cost that the 22 percent demand classification (CA-NLH-
4 146) is intended to capture and state whether Hydro's position is that an effective load
5 carrying capability measure describes the causation of cost rather than the contribution
6 of the resource to reliability. Confirm if this rationale also applies to the treatment of
7 purchases in the Long-Term Supply Cost Variance Deferral Account under PUB-NLH-
8 088(d).

9

10

11 A. **a)** Confirmed, subject to the clarification below.

- 12 **i.** Under each agreement, the monthly payment for Energy is calculated based on the
13 quantity of Energy purchased by Newfoundland and Labrador Hydro ("Hydro") in the
14 applicable month and the applicable energy-price components and adjustment factors
15 specified in the agreement. There are certain ancillary reimbursement provisions
16 relating to applicable HST and reimbursement of environmental-attribute vesting costs,
17 but none guarantees the Seller any amount independent of Energy delivery.
- 18 **ii.** Neither agreement provides for a capacity charge, availability payment or fixed annual
19 payment. The fixed energy and operating and maintenance components specified in
20 Article 2.03 of each agreement are volumetric price components expressed in dollars
21 per kilowatt-hour and are applied through the monthly payment formula in Article 2.02.
- 22 **iii.** This is confirmed with respect to the monthly payment for Energy under Article 2.02.
23 When no Energy is purchased in a month, the quantity of Energy used in the payment
24 formula is zero, and the resulting payment for Energy is zero, subject to any ancillary
25 reimbursement obligations described above.

- 1 **b)** Please refer to PUB-NLH-166, Attachment 1, and PUB-NLH-166, Attachment 2 for
2 Appendices A, B, C, and E to the St. Lawrence and Fermeuse agreements, respectively.
- 3 **c)** The Commercial In-Service Date of the St. Lawrence facility was May 31, 2009, and the
4 twenty-year Term expires on May 31, 2029. The Commercial In-Service Date of the
5 Fermeuse facility was June 30, 2009, and the twenty-year Term expires on June 30, 2029.
- 6 **d)** The St. Lawrence Agreement for the Purchase and Sale of Power and Energy was assigned
7 by NeWind Group Inc. to Enel Atlantic Canada, Limited Partnership on November 26, 2008,
8 and subsequently assigned to Enel GP Newfoundland and Labrador Inc. on
9 February 25, 2015. Enel GP Newfoundland and Labrador Inc. subsequently changed its name
10 to St. Lawrence Wind Corp. and then to Right Coast Wind Corp. In 2024, the agreement was
11 assigned from Right Coast Wind Corp. to Right Coast Wind Limited Partnership.
- 12 The Fermeuse Agreement for the Purchase and Sale of Power and Energy was assigned by
13 Vector Wind Energy Inc. to SkyPower Corp. effective November 30, 2007, and subsequently
14 assigned to Fermeuse Wind Power Corp. on September 3, 2008. The agreement was
15 amended in May 2014 to revise Article 9 (Hydro's Option to Acquire Facility). In 2024, the
16 agreement was assigned from Right Coast Wind Corp. to Right Coast Wind Limited
17 Partnership.
- 18 This summary addresses outright assignments and amendments only. Collateral/security
19 assignments to lenders and related financing consents and acknowledgements
20 contemplated under Article 17 are not addressed.
- 21 **e)** Hydro has not exercised the option under Article 9.01 of either agreement to acquire the
22 facility and does not currently plan to do so. Hydro's future supply requirements and
23 resource options, including potential opportunities associated with existing wind facilities,
24 will be evaluated through future resource planning and procurement processes.
- 25 **f)** Article 2.01 establishes Hydro's general obligation to purchase Energy made available or
26 capable of being made available by the Seller, expressly subject to the provisions of Article
27 6. Article 2.02 establishes the method for calculating monthly payments based on the

1 quantity of Energy purchased by Hydro during the month. Although Article 2.01 refers to
2 Energy "made available or capable of being made available" while Article 2.02 prices only
3 Energy "purchased," the two align because Hydro's obligation not to refuse deliverable
4 Energy, except as permitted by Article 6, means the Energy the Seller is capable of making
5 available becomes the Energy purchased that is priced under the Article 2.02 formula.
6 Article 6.12 provides circumstances in which either party may interrupt the supply or receipt
7 of Power and Energy without penalty, liability for damages, or breach of contract. Because
8 Article 2.01 is subject to Article 6, an interruption under Article 6.12 is one of the express
9 exceptions to Hydro's purchase obligation. Accordingly, where an interruption occurs in
10 accordance with Article 6.12, the interruption is permitted by the agreement, no penalty or
11 liability for damages arises, and the monthly payment is determined in accordance with
12 Article 2.02 based on the quantity of Energy purchased during the month.

13 **g)** Based on Hydro's review of available operational and commercial records, Hydro is not
14 aware of any instances where it has paid for curtailed energy under either agreement and is
15 not aware of any curtailment events associated with either facility.

16 **h)** The classification of a portion of wind purchases was addressed in Hydro's 2018 Cost of
17 Service Methodology Review Application.¹ In this application, Hydro recommended that the
18 cost of wind purchases, which, at the time, was classified as 100% energy, instead be
19 classified as 78% energy and 22% demand, reflecting the "Effective Load Carrying Capacity
20 Study" conducted by Hydro's resource planning group regarding wind availability during
21 peak periods.

22 In the application, Hydro filed a report by Christensen Associates Energy Consulting, LLC
23 ("CA Energy") on the Cost of Service Methodology Review. The report contained the
24 following observations and recommendations regarding the classification of wind:

25 If the planners now see a possible capacity role for wind, then it makes sense to
26 examine evidence of the role of wind in meeting capacity needs. Hydro has
27 recently investigated the issue of capacity value, applying a methodology

¹ "2018 Cost of Service Methodology Review," Newfoundland and Labrador Hydro, November 15, 2018.

recommended by NERC,² an Electric Load Carrying Capacity (“ELCC”) study. The methodology applies probabilistic assessment to the system that allows for a range of possible reliability outcomes. Hydro found that its current wind resources yield an ELCC ratings of about 22%. This value is in line with industry values that range from 5 to 20%.³

CA Energy recommended that Hydro adopt a classification method based on Hydro’s planners’ forecasts, which now indicate that wind generation contributes to the ability to meet peak demand, and should be classified as about 20% demand-related.

During the same proceeding, The Brattle Group, Inc. prepared a report, “Embedded and Marginal Cost of Service Review,” for the Board of Commissioners of Public Utilities (“Board”) and stated the following:

We understand that Hydro’s system planners see the interconnection to the continent’s grid as materially affecting their perspective on wind capacity value and the ELCC study performed by Hydro results in a 22% classification as capacity-driven. Our examination of the historical data on wind production at St. Lawrence and Fermeuse during the top 25 hours of the year for each year from 2013 to 2017 shows that a 22% classification as capacity-driven is not an unreasonable estimate.⁴

In Board Order No. P.U. 37(2019), the Board approved that power purchase costs for wind on the Island Interconnected System shall be 22% demand and 78% energy.

- i) Please refer to Hydro’s response to part h). The same rationale also applies to the treatment of wind purchases in the Long-Term Supply Cost Variance Deferral Account.

² North American Electric Reliability Corporation (“NERC”). Please refer to “Reliability Assessment Guidebook,” NERC, Version 3.1, August 2012.

³ *Supra*, f.n. 1, sch. 1, app. A, p. 28.

⁴ “Embedded and Marginal Cost of Service Review,” The Brattle Group, Inc. amend. June 27, 2019 (originally filed May 3, 2019), pp. 43/8–44/2.

APPENDIX A

Schedule, Designs, Plans and Specifications

This appendix defines the detailed schedule, designs, plans and specifications that the Seller shall deliver to Hydro for review, as stated in Clause 5.01 of Article 5 of the Agreement. One electronic copy of all materials requested shall be submitted for review. Final as-built documentation shall be submitted in electronic format as well as in hardcopy in triplicate.

Project Schedule

The project schedule shall indicate, but not be limited to, as appropriate, the design, manufacturing, construction, delivery, installation, mechanical completion, start-up, testing and commissioning activities associated with the following:

- Site access and development;
- Tower, including rotors and hub, as it pertains to the on-site installation;
- Buildings and substation construction;
- Wind turbine/generator set;
- Switchgear and generator transformer;
- Plant electrical and mechanical equipment;
- Remote control facilities, as it pertains to on-site installation; and
- Transmission line and interconnection equipment.

Drawings

Drawings shall include, but not be limited to, the following:

- Civil
 - Site Layout; and
 - Foundations.
- Mechanical
 - Wind turbine/generator set assembly;
 - Major auxiliary equipment; and
 - Tower.
- Protection and Control, and Electrical (limited to the information that the equipment

supplier provides to the Seller, at the exclusion to the information that the equipment supplier considers confidential)

- Detailed single line protection schematic (generator, plant, station, station service and line);
- Three phase AC schematic diagrams (plant, station and line) showing the phasing and interconnection of the CTs and PTs with the protection. The drawings shall show all grounding cables, CTs, etc. as well as indicating polarity;
- Plant control logic (generator start/stop, synchronizing, plant auxiliary systems);
- DC protection and control schematics;
- Line breaker control schematic; and
- Communications and supervisory facilities.

➤ Transmission

- Route Plan;
- Transmission Plan and Profile;
- Transmission Structure;
- Assembly;
- Phasing;
- Foundation and Anchor;
- Structure List;
- Right of Way; and
- Access Routes.

Specifications and Technical Details (limited to the information that the equipment supplier provides to the Seller, at the exclusion to the information that the equipment supplier considers confidential)

Specifications and Technical Details shall include, but not be limited to, the following:

➤ General

- Reactive power control and its implementation;
- Typical Low Voltage Ride Through curves and associated setpoints for the turbines;
- PSS/E model for the Vestas Wind turbines and any associated technical documentation.

- Mechanical
 - Wind turbine/generator set – performance data, power curves, auxiliary component specifications, etc.
- Protection and Control, and Electrical
 - Switchgear, plant controls and protective relays;
 - Excitation system – specification, constants, saturation curves, etc.;
 - Generator transformer – specification, reactance, impedance, etc.;
 - Line breaker;
 - Metering CTs and PTs;
 - All protective equipment ratings;
 - Communications equipment; and
 - Generator – specification, reactance, resistances, time constants, etc.
- Transmission
 - General description of line and route (include a route map);
 - Power system conditions;
 - Lightning protection;
 - Structure loading and grades of construction;
 - Conductor loading and tension limiting conditions;
 - Conductor vibration and dampering;
 - Conductor Clearances;
 - Description and structure types and foundations (include structure outline drawings or sketches);
 - Material Specifications (i.e. pole, conductor, cable, hardware etc.);
 - Insulation levels;
 - Conductor Hardware;
 - Bonding;
 - Anchors and Guy material;
 - List of Standards, specifications and codes used for design; and
 - Right of Way and access.

Test and Commissioning Procedures (Shop and Field)

Test and Commissioning Procedures (Shop and Field) shall include, but not be limited to, the following:

- Mechanical
 - Wind turbine generator.
- Protection and Control, and Electrical
 - Switchgear, including protection and control functions;
 - Synchronizing to system;
 - On-line testing (load rejections, maximum power, turbine operating rough spots);
 - Terminal station equipment; and
 - Plant remote control and data acquisition.

Submission Dates

All information listed in this Appendix shall be provided in a timely fashion, considering however that several activities during the first year of construction are carried very shortly after design is completed. The project schedule shall be submitted no later than August 1st, 2007. Revisions to the schedule shall be provided sufficiently in advance of the activities they describe to permit review and incorporation of mutually agreed changes. Drawings and specifications shall be submitted for review at least two (2) weeks in advance of the issuance of an invitation for proposals for supply of equipment or services. Test and commissioning procedures shall be submitted at least six (6) weeks in advance of the respective test or commissioning activity. Hydro will require ten (10) working days for the review of material submitted for approval.

APPENDIX B - METERING/LOSSES ADJUSTMENT
The St. Lawrence Wind Project – September 2008

1.0 ENERGY SALES FROM THE SELLER TO HYDRO

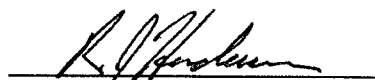
- 1.1 No adjustment for losses is required for Energy Sales from the Seller to Hydro as the metering is at the Interconnection Point.

2.0 ENERGY SALES FROM NFLD POWER TO THE SELLER

- 2.1 All rates and fees charged for electric service, and the Rules & Regulations governing the provision of that service, are as approved by the Board of Commissioners of Public Utilities of Newfoundland & Labrador.
- 2.2 The Metering Point for the Seller's consumption of demand and energy provided by Newfoundland Power shall be at the Interconnection Point.
- 2.3 Monthly demand and energy consumption by the Seller for billing purposes will be determined through the use of 15 minute demand interval metering.
- 2.4 The monthly energy consumption in kilowatt hours shall be determined by summing the kW demands per 15 minute interval for the month for energy provided to the Seller at the Metering Point and dividing by four (4).
- 2.5 The monthly maximum demand shall be determined based on the highest 15 minute demand interval during the month (kW or kVA as per the applicable Newfoundland Power rate category) at the Metering Point when the Seller is consuming energy.

This Metering Losses/Adjustment for the St. Lawrence Wind Project shall be incorporated as Appendix B to the "Agreement for Non-Utility Generated Power and Energy" between NeWind Group Inc. and Newfoundland and Labrador Hydro, dated December 22, 2006.

for Newfoundland and Labrador Hydro:



R J Henderson
Manager System Operations & Customer Service

Date Sept 18, 2008

for NeWind Group Inc.:



Pascal J. BRUN, P.E.
President.

Date Sept 18, 2008

APPENDIX C – INTERCONNECTION PLANT
The St. Lawrence Wind Project – September 2008

The following equipment is the Interconnection Plant which shall be purchased installed, maintained, operated and owned by Nfld Power and Hydro to interconnect the St Lawrence Wind Project. The Seller shall pay for all costs related to the Interconnection Plant as outlined in this contract.

Nfld Power Owned Equipment

1. An extension to the existing Laurentian Substation to provide for additional equipment including civil works and fences.
2. One (1) 66 kV steel bus structure including buswork, insulators, hardware control cables, conduit, and grounding.
3. One (1) 66 kV breaker.
4. Three (3) revenue 66 kV CTs
5. Two (2) 66 kV disconnect switches, one complete with ground switch.
6. Protection and control additions for a multi-function line protection relay complete with rack.
7. SCADA hardware and software required to provide breaker controls, and monitoring of the Seller's facilities.
8. Communication equipment at Laurentian Sub used for the transmission line 901E fibre-optic direct link to the wind farm.

Hydro Owned Equipment

1. One (1) two channel (four quadrant) revenue meter and associated equipment
2. Energy Management System hardware and software required to provide monitoring of the Seller's facilities via Nfld Power's ICCP data link.

APPENDIX C – INTERCONNECTION PLANT
The St. Lawrence Wind Project – September 2008

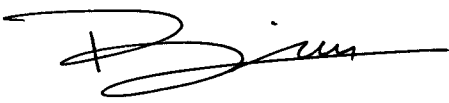
This Interconnection Plant listing the St. Lawrence Wind Project shall be incorporated as Appendix C to the "Agreement for Non-Utility Generated Power and Energy" between NeWind Group Inc. and Newfoundland and Labrador Hydro, dated December 22, 2006.

for Newfoundland and Labrador Hydro:



R J Henderson
Manager System Operations & Customer Service
Date Sept 18, 2008

for NeWind Group Inc.:



Pascal J. BRUN P.E.
President.
Date Sept 18, 2008

OPERATIONS AGREEMENT
AMONG
NEWFOUNDLAND AND LABRADOR HYDRO,
NEWFOUNDLAND POWER
AND
NeWind Group Inc.

With respect to the Non-Utility Generation Facility known as:

St. Lawrence Wind Project

Issue Date:
August 15, 2008

Review Date:

Number: 0

August 2008

**Operations Agreement for
The St Lawrence Wind Project – August 2008**

Page 2

THIS AGREEMENT made as of the day of August, 2008

BETWEEN: **NEWFOUNDLAND AND LABRADOR HYDRO**, a
Crown corporation
(hereinafter, "Hydro")

AND: **NEWFOUNDLAND POWER INC.**, a
Newfoundland corporation
(hereinafter, "Newfoundland Power")

AND: **NEWIND GROUP INC.**, a
• corporation
(hereinafter, "the Seller")

WHEREAS:

A contract dated the 22nd day of December, 2006, relating to the supply and purchase of power from a generation facility known as the St. Lawrence Wind Project (hereinafter, "the Seller's Facility"), was entered into between Hydro and the Seller (hereinafter, "the Power Purchase Agreement"); and

It is desirable that minimum requirements be established for the safe and effective parallel operation of the Seller's Facility with the Interconnected Grid, which requirements shall govern the operation by the parties' personnel when operating equipment, which will have an effect on the other party's equipment or system.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained it is agreed between the parties as follows:

1.0 GENERAL

- 1.1 The Seller may operate its generating equipment in parallel with the Interconnected Grid if it does not have adverse effects on the general public or customers, personnel or equipment of Hydro or Newfoundland Power. In order to operate generation in parallel with the Interconnected Grid, Hydro and Newfoundland Power require certain protective devices (relays, circuit breakers, etc.), which must be maintained as outlined in this agreement. The purpose of these devices is to promptly disconnect the Seller's Facility from the Interconnected Grid whenever faults or abnormal conditions occur.

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**Operations Agreement for
The St Lawrence Wind Project – August 2008**

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- 1.2 Neither Hydro nor Newfoundland Power will assume any responsibility for protection of the Seller's equipment. The Seller is fully responsible for protecting its equipment in such a manner that faults, system operations, or other disturbances on the Interconnected Grid do not cause damage to the Seller's equipment. The Seller shall provide adequate protection and control to prevent damage or unnecessary outages or power quality concerns to either Hydro facilities, Newfoundland Power's facilities or those of their respective customers, the whole in accordance with the specific requirements of this Agreement.
- 1.3 The Seller shall indemnify and hold Hydro and Newfoundland Power harmless for injury or death to persons including employees of either party and damage to property including property of either party or others arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Seller's Facility, or (b) the making of replacements, additions, betterments to, or reconstruction of the Seller's Facility. The Seller is solely responsible for providing adequate protection for the parallel operation of the Seller's Facility and releases Hydro and Newfoundland Power from any liability for damages or injury to the Seller's Facility arising out of such parallel operation. The Seller shall be required to maintain in force commercial general liability insurance in a minimum amount of Five million dollars (\$5,000,000.00) in order to support its indemnity obligations hereunder. The insurance policy shall provide that Hydro and Newfoundland Power are named as additional insured, contain a cross liability clause and provide that the insurer shall endeavour to provide Hydro and Newfoundland Power with a minimum of 15 days prior written notice of cancellation, termination or amendment of the policy in a manner prejudicial to the interests of Hydro or Newfoundland Power.
- 1.4 The Parties shall ensure that only appropriately Qualified personnel shall operate and maintain the equipment covered by this Agreement.
- 1.5 Before performing the operations described in this Agreement, the necessary safety procedures relative to this type of equipment must be carried out.
- 2.0 **DEFINITIONS**
- 2.1 **Agent** means a person designated in writing to the other parties by either Hydro, Newfoundland Power or the Seller to perform specified operations on behalf of the party designating this person.

August 2008

**Operations Agreement for
The St Lawrence Wind Project – August 2008**

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- 2.2 **Controlling Authority** means the organizational position which has operating control of specific apparatus or equipment. The Controlling Authorities for Hydro, Newfoundland Power and the Seller are specified in Schedule E.
- 2.3 **Interconnected Grid** means the interconnected transmission and distribution systems situated on the island part of the Province and owned by Hydro or by Newfoundland Power;
- 2.4 **Interconnection Plant** means the equipment and plant at the Interconnection Point which Hydro or Newfoundland Power will install, operate and maintain, as will be more particularly described in Appendix C in the Power Purchase Agreement;
- 2.5 **Interconnection Point** means that point where the Seller's Facility connects to the Interconnected Grid as described in Section 3.1 hereof;
- 2.6 **Seller's Facility** means the wind power plant and equipment owned by the Seller to generate and deliver power and energy under the Power Purchase Agreement between Hydro and the Seller.
- 2.7 **Seller's Interconnection Equipment** means that portion of the Seller's Facility that is located on Newfoundland Power lands at or near the Newfoundland Power Laurentian Substation.
- 2.8 **Operating Control** means having the exclusive authority to perform, direct, or authorize the operation of all devices as designated. Operating Control is not synonymous with ownership, nor does it necessarily convey total independence of action.
- 2.9 **Qualified**, in relation to an individual, means a worker who has been assessed as satisfactory in reference to personal competency and who is
- 1) trained to Newfoundland Power's Standards or to Hydro's Standards or otherwise professionally qualified for the responsibilities assigned to this individual;
 - 2) familiar with relevant rules, procedures, apparatus, equipment and dangers with respect to work and operation.

August 2008

- 2.10 **Scheduled Outage** means an outage to any transmission line, substation or generating equipment which is deliberately arranged at a pre-selected time.

3.0 OWNERSHIP

- 3.1 The Seller's parallel connection to the Interconnected Grid shall be a 60 Hz alternating current supply at 66 kV. The Interconnection Point will be at Newfoundland Power's Laurentian Substation located in St. Lawrence, where the Seller's 66 kV transmission line conductors will connect to the Newfoundland Power 66 kV disconnect switch on the Seller's side of the Newfoundland Power circuit breaker supplying the Seller Facility. The disconnect switch designation is LAU-901E-DL, and the circuit breaker is designated LAU-901E-B. Newfoundland Power's cost of maintaining the disconnect switch, the circuit breaker and associated protection and control equipment shall be borne by the Seller.

The Newfoundland Power owned equipment is more fully described as the Interconnection Plant in the Power Purchase Agreement - Appendix C

- 3.2 The Seller owns the three phase 66 kV line from Newfoundland Power's disconnect switch LAU-901E-DL at the Laurentian Substation to the Ryan's Hill Substation servicing the St. Lawrence Wind Project.
- 3.3 Newfoundland Power owns the revenue metering class potential transformers and current transformers which meet Industry Canada specifications, for the purpose of metering the power and energy sold by the Seller to Hydro.
- 3.4 Hydro owns the export bi-directional metering equipment which registers the power and energy supplied from the Seller's Facility and sold to Hydro at the Laurentian Substation as well as the sale of electricity to the Seller by Newfoundland Power as contemplated by Section 3.6. Newfoundland Power must maintain communications acceptable to Hydro in order for Hydro to automatically obtain the revenue metering data from the metering equipment.
- 3.5 The Seller shall own, install and maintain a system of metering that will record the energy sold to Hydro, the data from which may be used by Hydro as an estimator of energy purchases during those instances of primary export metering failure.
- 3.6 Power and energy required by the Seller from the Interconnected Grid shall be supplied by Newfoundland Power in accordance with the terms and conditions of the *Newfoundland Power Inc. Schedule of Rates, Rules and Regulations* approved from time to time by the Board of Commissioners of Public Utilities.

4.0 OPERATING PRINCIPLES

- 4.1 Newfoundland Power has Operating Control of the 3-phase air break disconnect switch designated LAU-901E-DL, and the circuit breaker designated LAU-901E-B. The Seller shall not be permitted to operate Newfoundland Power's disconnect switch or the circuit breaker designated LAU-901E-B, except that Newfoundland Power acknowledges and agrees that the circuit breaker LAU-901E-B might be opened as a result of a transfer trip from the Seller's protection system. Furthermore, Newfoundland Power shall provide a signal, which can be sent back to the Seller's SCADA indicating the open or closed status of the circuit breaker LAU-901E-B.
- 4.2 The Seller shall be responsible for the correct operation of the devices under its Operating Control. The Seller shall not operate devices under Newfoundland Power's Operating Control, except for the transfer trip capability indicated above.
- 4.3 On the request of a Controlling Authority, another Controlling Authority's Agents shall provide the required isolation of equipment as required.
- 4.4 Any operating services provided by Newfoundland Power at the request of the Seller, or otherwise in accordance with this Agreement, shall be paid for by the Seller. Charges will be based on Newfoundland Power's loaded costs plus mark-up as normally charged for non-tariff services. Charges will be assessed for significant services, such as labour and travel expenses of Newfoundland Power staff to Laurentian Substation to operate and maintain the Interconnected Plant, but not for minor services such as the remote operation of equipment by Newfoundland Power staff.
- 4.5 The Seller shall operate the Seller's Facility so as to avoid unacceptable voltage flicker or voltage level, as set out below.
- 4.5.1 The Seller shall ensure that sudden voltage changes which result from generator starting, capacitor/ reactor switching, etc., and which are covered under CAN/CSA-C61000-3-7, IEC 6100-3-7 and IEEE Standard 1547, is limited to less than 2%.
- 4.5.2 The Seller shall ensure that flicker levels as per IEEE Standard 1453-2004 "IEEE Recommended Practice for Measurement and Limits of Voltage Fluctuations and Associated Light Flicker on AC Power Systems" Table 1 have flicker levels maintained within the following limits:

$$\begin{aligned} P_{st} &= 0.8 \\ P_{lt} &= 0.6 \end{aligned}$$

-
- 4.5.3 The Seller shall not impose harmonic distortion levels on the Newfoundland Power system which exceed the minimum levels established by the latest revision of Institute of Electrical and Electronic Engineers Standard 519, which is the IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems.
- 4.6 If Hydro or Newfoundland Power determines, in their absolute discretion, that the Seller's equipment or operation is causing the unacceptable conditions outlined in 4.5, the Seller shall be responsible to correct these in a timely manner, any cost incurred by the Seller as a result shall be borne entirely by the Seller.
- 4.7 The Seller shall adjust voltage set points and Seller's Facility power factor, subject to equipment limits, at the request of the Newfoundland Power Controlling Authority. However, on-load tap changers on the Seller's main step-up transformer are not required. If power factor or voltage set point adjustments are required frequently by Newfoundland Power, Seller may be required provide Newfoundland Power with the ability to directly make such adjustments via communication with the Seller's SCADA.
- 4.8 The Seller's Facility voltage-var schedule, voltage regulator and transformer ratio settings will be jointly determined by Newfoundland Power and the Seller to ensure proper co-ordination of voltage and regulator action. If abnormal voltage or power quality complaints result from operation of the Seller's generation, such generating equipment shall be disconnected until the problem is resolved. Newfoundland Power shall notify Hydro of the complaints and action taken. All parties shall cooperate to diligently pursue correction of any such problem.
- 4.9 The Seller shall at the request of the Newfoundland Power Controlling Authority alter the electrical output of the Seller's Facility as required for planned work, transmission security constraints or emergency conditions. This may include but is not limited to temporary reduced output or temporary shut down of the Seller's Facility. This may also include increased output within the capability of the Seller's Facility. Newfoundland Power shall notify Hydro of the request to alter output.
- 4.10 The Seller, Newfoundland Power and Hydro shall maintain their respective equipment in good order. Hydro and Newfoundland Power shall have the right to periodically inspect the Seller's facility to confirm that equipment that may impact upon the Interconnected Grid or employees of Hydro or Newfoundland Power is in good order.

**Operations Agreement for
The St Lawrence Wind Project – August 2008**

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4.11 The Seller shall immediately discontinue parallel operation when requested by Newfoundland Power:

- 1) to facilitate emergency maintenance, test or repair of Newfoundland Power facilities;
- 2) to facilitate an emergency request from Hydro;
- 3) during emergencies on the Interconnected Grid;
- 4) when the Seller's generating equipment is interfering with customers on the Interconnected Grid;
- 5) when an inspection of the Seller's generating equipment reveals a condition hazardous to the Interconnected Grid;
- 6) when there is an apparent lack of scheduled maintenance of protection/control equipment required by Hydro or Newfoundland Power as a condition of parallel operation;
- 7) when the response by the Seller to a determination by either Hydro or Newfoundland Power made under clause 4.6 is deemed by either utility to be unreasonable or insufficient, and;
- 8) for other cause which Hydro or Newfoundland Power may deem necessary for emergency, system reliability, public safety and safety of Hydro, Newfoundland Power or Seller staff.

If the parallel operation is not discontinued within a reasonable time given the circumstances, Newfoundland Power may, in their absolute discretion, immediately disconnect the Seller's facility, through the operation of circuit breaker LAU-901E-B. If emergency circumstances are such, the disconnection may proceed without notification. If practicable, Newfoundland Power shall notify Hydro of the decision to disconnect.

Neither Hydro nor Newfoundland Power shall be liable to the Seller for any loss or damage including, without limitation, special or consequential damages or damages due to loss of use or production which result, either directly or indirectly, from a request or action of Newfoundland Power to immediately discontinue parallel operation in accordance with the terms of this Agreement.

4.12 The Seller shall provide an annual report to Hydro containing information on a monthly basis related to the operation of the Seller's Facility. The items to be reported include information on environmental conditions, operating hours, unit

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starts along with the date, time and duration of all forced, automatic and planned interruptions of the Seller's Facility output (refer to Schedule G3 for a detailed listing of required reporting information). Portions of this report will be made available to Newfoundland Power for system analysis.

- 4.13 Hydro may request a special report containing information on each turbine such as; Megawatt-hours, Megavar-hours, Kilovolts, operating hours, rotor speed, wind speed, air temperature, and air pressure. This report would be collected on a monthly basis and be in CIM (XML Format) electronic form. This information will be used for generation planning and analysis.
- 4.14 This Agreement is based on the Seller Facility as outlined in Schedule A. Any material change to the electrical characteristics of the Seller Facility must be approved in advance, in writing, by both Newfoundland Power and Hydro.

5.0 MAINTENANCE RESPONSIBILITIES

- 5.1.1 Newfoundland Power is responsible for routine and emergency maintenance and repair of all Newfoundland Power owned equipment as defined in section 3.1. Newfoundland Power may elect to repair its equipment at any time, even though this may prevent the delivery of energy by the Seller. If the Seller is willing to pay for the extra cost of work being done at a time other than as proposed by Newfoundland Power, Newfoundland Power will endeavour to accommodate such a request. The direct costs incurred by Newfoundland Power for routine and emergency maintenance and repair of the Newfoundland Power owned equipment, as defined in Section 3.1, shall be borne by the Seller. Maintenance and repairs of the Newfoundland Power owned equipment shall be in accordance with Good Utility Practice. Costs of such maintenance and repairs shall be reasonable. Upon the request of the Seller, Newfoundland Power shall provide a detailed cost breakdown for any charge.
- 5.2 Hydro is responsible for emergency and routine maintenance to its assets on the Interconnected Grid. While undertaking this responsibility there may be occasions where energy delivery by the Seller is affected. Hydro may elect to repair its equipment during normal working hours even though this may prevent the delivery of energy by the Seller. If the Seller is willing to pay for the extra costs associated with performing this work outside normal working hours, Hydro will endeavour to accommodate such a request.
- 5.3 The Seller is fully responsible for routine and emergency maintenance and repair on all the Seller's owned equipment.

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- 5.4 The Seller shall be responsible for maintaining the relaying, and auxiliary control equipment located at the Seller's Facility that is required by Hydro and Newfoundland Power for parallel operation with the Interconnected Grid (see Schedule B). The Seller shall perform periodic verification of their relaying and control Facility in accordance with the test schedule in Schedule C. These are the minimum maintenance requirements.
- 5.5 The Seller shall maintain Seller owned switches, transmission line equipment, and battery equipment as per the procedures identified in Schedule D, which states the minimum maintenance requirements.
- 5.6 The Seller shall submit an annual Equipment Maintenance report to Newfoundland Power and Hydro outlining the maintenance completed during the year on the equipment outlined in Schedule C and D.
- 5.7 The Seller shall inform Newfoundland Power and Hydro of any proposed changes to the Seller's Facility's electrical protection including equipment and settings. The portion of this protection that affects Newfoundland Power's system and customers shall be set, installed, and maintained in a manner acceptable to Newfoundland Power for the Seller to continue delivering power to Hydro. The Seller shall obtain prior acceptance by Newfoundland Power and Hydro for any modification or setting changes to this protection equipment, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Seller shall inform Hydro and Newfoundland Power of any proposed changes to the Seller's Facility power devices such as transformers, generator, or station service transformer.
- 5.8 Newfoundland Power and the Seller will discuss planned outages of their respective equipment. They will endeavour to coordinate the maintenance of their respective facilities to minimize interruptions to Newfoundland Power's customers and the Seller's generators.
- 5.9 By April 1 of each year, each party to this agreement shall provide to the other parties Controlling Authorities information on Scheduled Outages expected to take place that year which will affect the Seller's ability to deliver power to Hydro. These Scheduled Outages will be confirmed at least five (5) working days in advance by the appropriate Controlling Authority.

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6.0 ISOLATION & GROUNDING

- 6.1 When the Seller requires isolation and or grounding by means of a device(s) under Newfoundland Power control, the Seller shall request that Newfoundland Power provide isolation and / or grounding. Once Newfoundland Power completes the isolation and / or grounding, the Seller will then lock the associated Newfoundland Power equipment at the Laurentian Substation using the Seller's locks. Entrance to the Newfoundland Power Substation by the Seller will be under escort by Newfoundland Power staff.
- 6.2 When the Newfoundland Power requires isolation and / or grounding by means of a device(s) under the Seller's control, Newfoundland Power shall request that the Seller provide isolation and / or grounding. Once the Seller completes the isolation and / or grounding, Newfoundland Power will then lock the associated Seller's equipment at the Ryan's Hill Substation using Newfoundland Power's lock. Entrance to the Ryan's Hill Substation by the Newfoundland Power will be under escort by the Seller's staff.
- 6.3 Only the person in responsible charge of the isolation and / or grounding has the right to direct the removal of grounds and / or isolation as well as the removal of locks except if that person is unable to continue to exercise his responsibilities due to illness, injury or other cause. In that case, the work shall cease and a qualified substitute may be appointed by the organization initiating the isolation and / or grounding, to direct the removal of grounds and / or isolation as well as the removal of locks.

7.0 COMMUNICATION

- 7.1 The Seller's Controlling Authority shall take operating instructions, including requirements for generator shutdown, from Newfoundland Power's Controlling Authority or its delegate. Therefore, each shall be able to reach the other by telephone on a 24 hours per day basis. The Seller shall provide 24 hours per day control over the plant in order to facilitate a request for emergency shutdown. A set of phone numbers is listed in Schedule E for this purpose.

If at any time the Seller operates in such a manner that in Hydro's or Newfoundland Power's opinion, power quality is adversely affected or, the safety and security of the Interconnected Grid or of Hydro's or Newfoundland Power's connected customers is threatened, Hydro or Newfoundland Power may give notice thereof to the Seller, which may be given by telephone to an employee of

the Seller who has been designated in Schedule E, and the Seller shall promptly take action to remedy the said problem. If the problem continues for more than fifteen minutes after the notice, then Hydro or Newfoundland Power may, in their absolute discretion, discontinue the receipt of all Power and Energy or the supply of all Power and Energy and neither Hydro nor Newfoundland Power shall be obliged to resume receipt of or supply of Power and Energy until the Seller has remedied the problem.

If the problem is of an emergency nature, Newfoundland Power may, in their absolute discretion, disconnect the Seller's Facility immediately and without notice.

- 7.2 Connection of the Seller's Facility to the Interconnected Grid following a forced shutdown or a shutdown requested by the Newfoundland Power Controlling Authority shall require prior approval from the Newfoundland Power Controlling Authority which approval shall be promptly given upon resolution of the problem causing the shutdown.
- 7.3 The Seller's Controlling Authority shall keep the Newfoundland Power Controlling Authority or his delegate informed of the following items to enable the Newfoundland Power Controlling Authority to be fully aware of all the Seller generation operating conditions from time to time, and to facilitate analysis following system disturbances:
- 1) The time and conditions associated with the Seller's Facility becoming isolated from the Interconnected Grid or unusual voltage or frequency levels; and
 - 2) Conditions which will result in the Seller shutting down its generation for extended periods. Such conditions shall also be reported to the Hydro Controlling Authority.
- 7.4 In the event of a trip of the circuit breaker LAU-901E-B at the interconnection Point, the Seller's Controlling Authority shall contact the Newfoundland Power Controlling Authority or its delegate for further instruction. The Newfoundland Power Controlling Authority or its delegate will establish if the trip or shutdown is due to problems on the Interconnected Grid and will instruct the Seller's Controlling Authority as required. Under no circumstances shall the Seller reconnect to the Newfoundland Power system until authorized by the Newfoundland Power Controlling Authority or its delegate. Also, under no circumstances shall the Newfoundland Power Controlling Authority or its delegate reconnect the Seller's Facility to the Newfoundland Power system without prior approval from the Seller's Controlling Authority.

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- 7.5 In the event that abnormal operation of the Seller's Facility occurs, including exceeding acceptable limits as defined in Sections 4.5 and 8.2, and the Seller cannot contact Newfoundland Power's Controlling Authority or its delegate, then the Seller shall separate the Seller's Facility from the Interconnected Grid.
- 7.6 The Seller's Controlling Authority shall advise the Newfoundland Power's Controlling Authority of any planned operations which may affect the Interconnected Grid.
- 7.7 The Newfoundland Power's Controlling Authority shall advise Hydro and the Seller's Controlling Authority of any planned operations which may affect the Seller's operations.
- 7.8 The Newfoundland Power's Controlling Authority shall advise Hydro's Controlling Authority of all requests for an unscheduled shutdown of the Seller's facility.
- 7.9 The Seller is required to provide and maintain real time supervisory monitoring to Newfoundland Power's Controlling Authority. The Seller shall continuously provide real time SCADA telemetry, as per Schedule G.1. The real time information shall be time tagged using Universal Time Coordinates (UTC). The Seller is required to contact Newfoundland Power prior to interconnection to determine the interface requirements for Newfoundland Power's SCADA system. The real time supervisory monitoring system using UTC shall be in place and fully functioning prior to the connection of the first generating unit to the Interconnected Grid. Newfoundland Power shall provide this information to Hydro via the existing ICCP (Inter Control-Center Communications Protocol) data link.
- 7.10 Newfoundland Power shall maintain a standard telephone communications link to Hydro's export metering equipment, which Hydro will use for remote data acquisition and interrogation.
- 7.11 The Seller shall report to Hydro the Forced Outage event data as per Schedule G.2 on the next day after the event occurs.

8.0 SELLER ACCESS TO NEWFOUNDLAND POWER PROPERTY

- 8.1 During the term of this Agreement, the Seller shall have the right to install, inspect, maintain, repair and replace the Seller's Interconnection Equipment on lands owned by Newfoundland Power at or in the vicinity on Newfoundland Power's Laurentian Substation.
- 8.2 The Seller's Interconnection Equipment shall be installed in the locations marked or delineated in Schedule H.

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- 8.3 No change shall be made to the Seller's Interconnection Equipment or to the location of the Seller's Interconnection Equipment without the prior approval of Newfoundland Power, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8.4 The Seller's rights as set out in Section 8.0 shall be subject to all of the other terms and conditions of this Agreement.

9.0 PROTECTION AND CONTROL REQUIREMENTS

- 9.1 Newfoundland Power shall maintain protection and control equipment for the Seller Interconnection as per its standard practices.
- 9.2 The Seller shall maintain its protection and control devices to:
- 1) adequately protect the Seller's transmission line from the Seller's end of the line;
 - 2) maintain reliable and adequate protection for abnormal conditions and faults on the Seller's Facility which may cause damage. This includes protection for abnormal voltages, currents, and frequency emanating from the Interconnected Grid;
 - 3) maintain reliable and adequate control for operation into a nominal 60Hz, 66 kV system. Deviation from nominal voltage shall be kept within, 0.95 and 1.05 per unit for the Seller's Facility. The Seller's Facility shall not automatically disconnect from the Interconnected Grid for variations in frequency from 58 to 61.2 Hz. There will be a 200 millisecond trip delay for continuous operation outside of this range;
 - 4) detect voltage and frequency conditions which may occur when Newfoundland Power's and Hydro's facilities serving the Seller and other local customers are "islanded" from the Integrated Grid. The Seller's protection and control shall isolate the Seller's generation from the isolated system if frequency and voltage control are not maintained;
 - 5) prevent any problems for the opening, and reclosing of the LAU-901E-B breaker for connection with the Interconnected Grid;

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- 6) maintain reliable and adequate start-up and shut down capabilities for the Seller's generation;
 - 7) maintain Low Voltage ride through Capability consistent with current industry standards as outlined in Appendix G of the United States Federal Energy Regulatory Commission's document Large Generator Interconnection Agreement. The high voltage terminals of the 66/25 kV power transformer are the appropriate voltage monitoring points.
 - 8) Operate in accordance with settings in Schedule B of this agreement.
- 9.3 The protection and control devices and the appropriate settings shall be determined in the design process and form Schedule B, Protective Relaying and Settings. These devices and settings once determined and approved, shall not be changed or modified without a request in writing from the Seller and approval in writing from Newfoundland Power and Hydro. Schedule B shall be changed accordingly.
- 9.4 The Seller shall promptly report the relay targets, annunciator or event recorder data, to Newfoundland Power's Controlling Authority following an operation of its protection devices. Similarly, Newfoundland Power and/or Hydro shall report to the Seller any relay operation that trips circuit breaker LAU-901E-B.

10.0 REVIEW OF OPERATING AGREEMENT

- 10.1 Hydro will initiate a review of this Agreement every two years. A review of this Agreement may be initiated by either party at any time by providing written notice to the other parties. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

11.0 GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the Province of Newfoundland and Labrador as if executed and to be performed wholly within the Province of Newfoundland and Labrador.

11.2 Term of Agreement

This Agreement shall be in effect when signed by the parties and shall remain in effect thereafter as long as the Power Purchase Agreement remains in effect.

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11.3 Consequential Damages

Newfoundland Power, Hydro and the Seller shall not bear any liability to the other for indirect, punitive or consequential damages.

11.4 Obligations Surviving Termination

Notwithstanding the termination of this Agreement for any cause, the obligations of the Seller set out in, or arising from, Sections 1.3, 4.4, 4.12, shall survive any termination and shall remain in force until discharged.

11.5 Successors

This Agreement shall ensure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

11.6 Assignment

This Agreement is not assignable by either party without the prior written consent of the other parties.

11.7 Force Majeure

It is agreed among the parties that neither party shall be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is due to strikes, fires, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

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IN WITNESS WHEREOF Newfoundland and Labrador Hydro, Newfoundland Power Inc. and NeWind Group Inc. have each executed this Agreement in accordance with its by-laws or regulations and by its duly authorized officers and agents, on the 19th day of August, 2008.

THE CORPORATE SEAL of Newfoundland and Labrador Hydro was hereunto affixed in the presence of:

Jim Haynes 

GLENN HICKS
Witness 

THE CORPORATE SEAL of Newfoundland Power Inc. was hereunto affixed in the presence of:

Sean La Cour 

Geoff Emberley
Witness 

THE CORPORATE SEAL of NeWind Group Inc. was hereunto affixed in the presence of:

Pascal BRUN



Geoff Emberley
Witness 

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SCHEDULE B

PROTECTIVE RELAYING AND SETTINGS

(The following devices are preliminary until given final approval by all parties involved.)

<u>DEVICE #</u>	<u>DESCRIPTION</u>	<u>SETTING</u>	<u>DEVICE OPERATED</u>
<u>Transformer Devices</u>			
T10-26Q	T10 HIGH OIL TEMP.	110°C	RYN-T10-B, LAU-901E-B
T10-71Q	T10 LOW OIL LEVEL	TBD	RYN-T10-B, LAU-901E-B
T10-63X	T10 SUDDEN PRESSURE	TBD	RYN-T10-B, LAU-901E-B
T10-49	T10 HI WINDING TEMP.	115°C	RYN-T10-B
<u>Transformer Relay - P632</u>			
11T-50	66kV BUS INST. O/C	TBD	RYN-T10-B, LAU-901E-B
11T-50N	66kV BUS INST. G/F	TBD	RYN-T10-B, LAU-901E-B
11T-51P	66kV BUS TIME O/C	400A p.u.	RYN-T10-B, LAU-901E-B
11T-51NP	66kV BUS TIME G/F	TBD	RYN-T10-B, LAU-901E-B
11T-51S	25kV BUS TIME O/C	900A p.u.	RYN-T10-B, LAU-901E-B
11T-51NS	25kV BUS TIME G/F	TBD	RYN-T10-B, LAU-901E-B
11T-64G	T10 TANK GND	TBD	RYN-T10-B, LAU-901E-B
11T-87T	T10 DIFFERENTIAL.	TBD	RYN-T10-B, LAU-901E-B
11T-87NG	T10 R.E.F.	TBD	RYN-T10-B, LAU-901E-B
<u>Voltage & Frequency Relay - P922</u>			
11IC-81O	OVER FREQUENCY.	62 Hz	RYN-T10-B
11IC-81O-62	OVR FREQ. TIME DELAY	0.2 s	RYN-T10-B
11IC-81U1	UNDER FREQ. LEVEL 1	59 Hz	RYN-T10-B
11IC-81U1-62	UND FRQ. 1 TIME DLY	300 s	RYN-T10-B
11IC-81U2	UND. FREQ. LEVEL 2	57 Hz	RYN-T10-B
11IC-81U2-62	UND FRQ. 2 TIME DLY	4 s	RYN-T10-B
11IC-59	OVER VOLTAGE	TBD	RYN-T10-B
11IC-59-62	OVR VOLT. TIME DLY	TBD	RYN-T10-B
11IC-27-1	UND. VOLT. LEVEL 1	15%	RYN-T10-B
11IC-27-1-67	UND VLT 1 TIME DLY	0.625 s	RYN-T10-B
11IC-27-2	UND. VOLT. LEVEL 2	90%	RYN-T10-B
11IC-27-2-67	UND VLT 2 TIME DLY	3 s	RYN-T10-B
<u>25 kV Overcurrent Relay – P127</u>			
11CS-50N	COLL. SYS. INST. G/F	TBD	RYN-T10-B
11CS-51	COLL. SYS. TIME O/C	900A p.u.	RYN-T10-B
11CS-51N	COLL. SYS. TIME G/F	TBD	RYN-T10-B
11CS-67N	COLL. SYS. DIR. G/F	TBD	RYN-T10-B
11CS-67P	COLL. SYS. DIR. O/C	400A p.u.	RYN-T10-B

66 kV Line Differential Relay - P543

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RE11L-51	901E TIME O/C	400A p.u.	RYN-T10-B, LAU-901E-B
RE11L-51N	901E TIME G/F	TBD	RYN-T10-B, LAU-901E-B
RE11L-21-Z1	901E IMP. ZONE 1	TBD	RYN-T10-B, LAU-901E-B
RE11L-21-Z1-62	ZONE 1 TIME DLY	TBD	RYN-T10-B, LAU-901E-B
RE11L-21-Z2	901E IMP. ZONE 2	TBD	RYN-T10-B, LAU-901E-B
...-21-Z2-62	ZONE 2 TIME DLY	TBD	RYN-T10-B, LAU-901E-B
RE11L-87L	901E DIFFERENTIAL	TBD	RYN-T10-B, LAU-901E-B

<<<Need to add setting for Wind Speed at which the turbine will shutdown>>>>>

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SCHEDULE C

Protection and Control Verification Schedule

1. Seller's substation, generator and transmission line protection systems which can impact on the Interconnected Grid shall be verified every five years or as required due to system performance concerns.
2. The Seller shall advise Hydro and Newfoundland Power giving at least 4 weeks notice as to when verification is to take place so that Hydro and Newfoundland Power P&C staff can observe:
 - relay verification and recalibration
 - test tripping of generator breaker(s) and the interconnection breaker
 - measurement and analysis of secondary AC voltages and current to confirm measuring circuit integrity
3. Specific Protection to be observed:
 - All generator, substation, and transmission line protection schemes which trip the breakers
 - Confirm that settings that are approved by Newfoundland Power are applied to the following protection
 - (a) over and under frequency
 - (b) over and under voltage
 - (c) unbalance protection
 - (d) substation protection
 - (e) transmission line protection
 - Confirm the Hydro Supplied Low Voltage Ride Through Settings.

SCHEDULE D-1

AIR BREAK SWITCH

Inspection Every Three (3) Months:

1. Make sure that the switch is in its required operating position (either fully opened or fully closed).
2. Make a visual inspection of the insulators for cracked skirts and breakages of castings (such as pin and caps), other external parts and connections.
3. Make a visual check of the motor mechanism (if applicable).
4. Check that the mechanism space heater is functioning (if applicable).

No report is required for this three month inspection.

Maintenance Every Two Years: - Requires an Outage Mechanical Mechanism and Interrupter (where Applicable)

1. Manually operate the switch and check: contact alignment toggles, stops, linkage, undue insulator movement.
2. Check all aluminium operating components for cracks.
3. Check contact pressure. Observe jaw spread as blade rotates in jaw.
4. Check the contacts for burns or wear.
5. Check the silver plating for peeling or wear.
6. Clean and lubricate contacts with low-temperature, multipurpose grease such as Lube 10A.
7. Check that line connections to the switch are tight.
8. Remove gearbox covers and inspect and lubricate gears.

SCHEDULE D-1 (cont'd.)

9. Check switch grounding connections are tight and undamaged.
10. Lubricate all locations fitted with grease fittings.
11. Inspect and clean insulators.
12. Check shunts for tightness, fraying, or deterioration.
13. Test interrupter to ensure that contacts make and break and check that sequence of operation is correct. Check the position indicator (if applicable)
14. Perform Micro-ohm test across the entire switch. Record results.
15. Remove cover from electrical control mechanism. Check internally (if applicable).
16. Check that grounding (including ground mats if supplied) is tight and undamaged.
17. Clean and paint as required.
18. Test operate switch manually and electrically (as appropriate):

SCHEDULE D-2

25 kV BREAKER

Inspection Every Month:

1. Make a visual inspection of the primary connections and grounding.
2. Make a visual inspection of the insulators for cracked skirts.
3. Check for gas leaks and record gas pressure.
4. Inspect general condition of control cabinets and cabinet heaters.
5. Record breaker operations.

Maintenance Every Three Years

1. Perform contact resistance tests.
2. Perform breaker timing tests.
3. Perform insulation tests.
4. Check high voltage terminations.
5. Check heaters.
6. Record breaker operations and gas pressure.

SCHEDULE D-3

Transmission Line Maintenance - 66 kV Circuits

To maintain a reliable supply and assure minimum impact on the Hydro system, Hydro requires a combination of the following inspections and maintenance procedures or their equivalent.

Every 3 months	Visual Inspection
Every year	Snowmobile patrol
Every 3 years	Ground patrol
Every 5 years	Climbing inspection including inspection and testing of suspension type insulators
Every 15 years	Wood Poles Test and Treat (if applicable)

SCHEDULE D-4

STATION CONTROL SYSTEMS BATTERY INSPECTION

The D.C. Battery should become part of a monthly inspection routine.

1. Check that the battery charger D.C. voltmeter reading is within the normal range - investigate any deviations.
2. Check that the battery charge ammeter reading indicates that the battery drain is normal --- investigate any deviations.
3. Record D.C. system voltage.
- *4. Record the corrected relative density of the electrolyte and the voltage of the pilot cell and determine if an equalize charge is required.
5. Inspect the battery plates (if visible) for any signs of deterioration and correct.
- *6. Top up the electrolyte to the upper limit using distilled or approved water - excessive water loss is an indication of overcharging and should be investigated.
7. Wipe down cells as required.

Note: Items with an asterisk (*) do not apply where maintenance free batteries are used.

Maintenance Every Four Years:

The D.C. Battery is to be subjected to a discharge low check. Replace the battery if they go below 80% capacity.

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SCHEDULE E
TELEPHONE CONTACTS

The Seller

The Seller

NeWind Group Inc.
Enel Operations Center (24/7)
Tel: 978-686-4386

Operator (Controlling Authority)
James Bennett
jim.bennett@northamerica.enel.it
8 Water Street West
St. Lawrence, NL, A0E 2V0
Phone:
Cell Phone: (709) 873-5302

Assistant Operator
Jerome Slaney
jermome.slaney@northamerica.enel.it
8 Water Street West
St. Lawrence, NL, A0E 2V0
Phone:
Cell Phone: (709) 873-5303

Newfoundland Power

St. John's System Control Centre (Newfoundland Power Control Authority)
(709) 737 - 5993 (such number to be used only for power system control purposes)
(709) 689 - 7235 (cell phone number to be used in case of failure of previous number)
(709) 737-5768 (Fax)

Superintendent System Operations:

Barry Hogan
Topsail Road - St. John's, NL
Phone: (709) 737-5509
Cell Phone: (709) 685-1601
Fax: (709) 737-5768

Area Superintendent Bonavista Burin:

Barry Keating
Clareville, NL
Phone: (709) 466-8305
Cell Phone: (709) 427-0133

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Fax: (709) 466-8380

Hydro

Manager - System Operations:

Robert J. Henderson
Hydro Place - St. John's, NL
Phone: (709) 737-1752
Cell Phone: (709) 682-3190
Fax: (709) 737-1318
email: rhenders@nlh.nl.ca

ECC Superintendent:

Robert C. Butler
ECC - St. John's, NL
Phone: (709) 737-1270
Fax: (709) 737-1318
email: bbutler@nlh.nl.ca

ECC Shift Supervisor (Controlling Authority)
(24 hours/day)

Phone: (709) 737-1958

Fax: (709) 737-1979

ECC System Operator
(24 hours/day)

Phone: (709) 737-1957

Fax: (709) 737-1979

SCHEDULE F

Reserved

SCHEDULE G

G.1 Real Time SCADA to interface with Hydro Control Centre

Wind Farm

MegaWatt indication for wind farm (measured by NP at LAU)
MegaVar indication for wind farm (measured by NP at LAU)
Kilovolts indication for wind farm (measured by NP at LAU)
66 kV breaker control & indication (measured by NP at LAU)
Indication of number of wind turbines on-line (measured by NeWind at RYN)
Wind Speed Indication (measured by NeWind at RYN)

G. 2 Forced Outage Event Data

Outages related to the wind farm are reportable to Hydro's Energy Control Centre. The following data shall be reported:

Date & Time of the event
MW Loss
Duration of the Outage
Cause of the event with description of any damage or failed component (Outage Type)
Number of turbines affected
Derating of the Wind Farm, if applicable
Estimated time to restore full wind farm generation capacity, if applicable.

Outage Information

Time information should include the day(s) and the hour the outage started and ended.

Outage types are:

Forced Outage (FO)	- cannot be deferred.
Maintenance Outage (MO)	- can be deferred beyond the end of the next weekend.
Planned Outage (PO)	- planned well in advance, usually occurs 1-2 times a year.

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Comments/Cause can be used to provide detailed information on the outage e.g. equipment failure, utility feeder trip, etc.

The report shall include relay targets, annunciator or event recorder data associated with the operation of protection devices

G.3 Monthly Data Collection to be reported annually to Hydro

In addition to the annual report to Hydro, Hydro may make special requests for the monthly data during the year.

Wind Farm

Generation (MWh) for the year
Available Hours for the year
Operating Hours for the year
Number of Starts for the wind farm from an off line status
25 kV breaker indication for each day at 12:00 am

Planned/Maintenance Hours for the year
Planned/Maintenance MW Loss for the year, assuming wind speed prevailing at 12:00 am for the entire day
Number of Planned/Maintenance Events for the year

Forced Outage Hours as a result of equipment breakdown

Forced MW Loss assuming wind speed prevailing at 12:00 am
Number of Forced Events as a result of equipment breakdown

Each Turbine

Generation (MWh) for the year
Available Hours for the year
Operating Hours for the year
Number of Starts for the turbine from an off line status

Planned/Maintenance Hours for the year
Planned/Maintenance MW Loss for the year, assuming wind speed prevailing at 12:00 am on the day of the event
Number of Planned/Maintenance Events for the year

***Operations Agreement for
The St Lawrence Wind Project – August 2008***

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Forced Outage Hours as a result of equipment breakdown
Forced MW Loss assuming wind speed prevailing at 12:00 am
Number of Forced Events as a result of equipment breakdown

Environmental Conditions

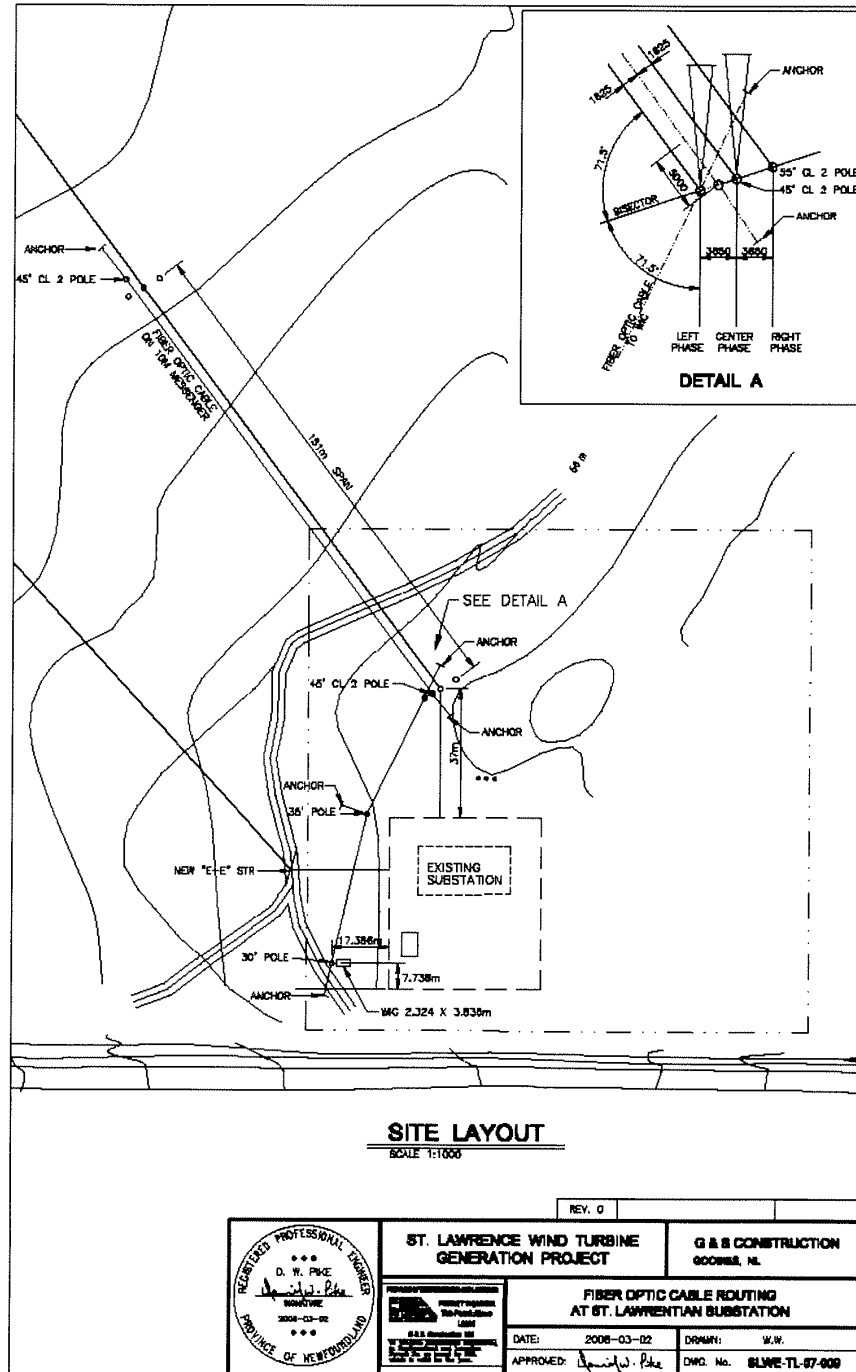
Number of Days with too little wind, resulting in no production for the entire day
Number of Days with too much wind, resulting in no production for the entire day
If available from visual observation, lightning activity close to the wind farm - Date and times
If available from visual observation, other weather problems such as ice storms, hurricanes, other extreme weather storms.
Wind Direction Indication each day at 12:00 am
If available, air Temperature Indication each day at 12:00 am
If available, air Pressure Indication each day at 12:00 am

SCHEDULE H

DESIGNATED LOCATIONS OF NEWIND EQUIPMENT AT OR NEAR THE NEWFOUNDLAND POWER LAURENTIAN SUBSTATION

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[illegible]

APPENDIX B - METERING/LOSSES ADJUSTMENT
The Fermeuse Wind Project – September 2008

1.0 ENERGY SALES FROM THE SELLER TO HYDRO

- 1.1 No adjustment for losses is required for Energy Sales from the Seller to Hydro as the metering is at the Interconnection Point.

2.0 ENERGY SALES FROM NFLD POWER TO THE SELLER

- 2.1 All rates and fees charged for electric service, and the Rules & Regulations governing the provision of that service, are as approved by the Board of Commissioners of Public Utilities of Newfoundland & Labrador.
- 2.2 The Metering Point for the Seller's consumption of demand and energy provided by Newfoundland Power shall be at the Interconnection Point.
- 2.3 Monthly demand and energy consumption by the Seller for billing purposes will be determined through the use of 15 minute demand interval metering.
- 2.4 The monthly energy consumption in kilowatt hours shall be determined by summing the kW demands per 15 minute interval for the month for energy provided to the Seller at the Metering Point and dividing by four (4).
- 2.5 The monthly maximum demand shall be determined based on the highest 15 minute demand interval during the month (kW or kVA as per the applicable Newfoundland Power rate category) at the Metering Point when the Seller is consuming energy.

This Metering Losses/Adjustment for the Fermeuse Wind Project shall be incorporated as Appendix B to the "Agreement for the Purchase and Sales Power and Energy" between Vector Wind Energy and Newfoundland and Labrador Hydro, dated November 30, 2007 and assigned to SkyPower Corp. as of the same date.

for Newfoundland and Labrador Hydro:



Mgr System Operations & Customer Services

Date

September 8, 2008

for SkyPower Corp.:



Date

9/8/2008

DAVID BROWN, CHIEF FINANCIAL OFFICER

APPENDIX C – INTERCONNECTION PLANT
The Fermeuse Wind Project – September 2008

The following equipment is the Interconnection Plant which shall be purchased installed, maintained, operated and owned by Nfld Power and Hydro to interconnect the Fermeuse Wind Project. The Seller shall pay for all costs related to the Interconnection Plant as outlined in this contract.

Nfld Power Owned Equipment

1. An extension to the existing Fermeuse Substation to provide for additional equipment including civil works and fences.
2. One (1) 66 kV steel bus structure including buswork, insulators, hardware control cables, conduit, and grounding.
3. One (1) 66 kV breaker.
4. Three (3) revenue 66 kV CTs
5. Two (2) 66 kV disconnect switches, one complete with ground switch.
6. Protection and control additions for a multi-function line protection relay complete with rack.
7. SCADA hardware and software required to provide breaker controls, and monitoring of the Seller's facilities.

Nfld Hydro Owned Equipment

1. One (1) two channel (four quadrant) revenue meter and associated equipment
2. Energy Management System hardware and software required to provide monitoring of the Seller's facilities via Nfld Power's ICCP data link.

APPENDIX C – INTERCONNECTION PLANT
The Fermeuse Wind Project – September 2008

This Interconnection Plant listing the Fermeuse Wind Project shall be incorporated as Appendix C to the "Agreement for the Purchase and Sale Power and Energy" between Vector Wind Energy and Newfoundland and Labrador Hydro, dated November 30, 2007, and assigned to SkyPower Corp. as of the same date.

for Newfoundland and Labrador Hydro:



Manager System Operations & Customer Service

Date September 8, 2008

for SkyPower Corp.



DAVID BACON, CHIEF FINANCIAL OFFICER

Date 9/8/2008

OPERATIONS AGREEMENT
AMONG
NEWFOUNDLAND AND LABRADOR HYDRO,
NEWFOUNDLAND POWER
AND
Fermeuse Wind Power Corp.
With respect to the Non-Utility Generation Facility known as:
Fermeuse Wind Project

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

THIS AGREEMENT made as of the 25th day of August, 2008

BETWEEN: **NEWFOUNDLAND AND LABRADOR HYDRO**, a
Crown corporation
(hereinafter, "Hydro")

AND: **NEWFOUNDLAND POWER INC.**, a
Newfoundland corporation
(hereinafter, "Newfoundland Power")

AND: **FERMEUSE WIND POWER CORP.**, a
Canadian corporation
(hereinafter, "the Seller")

WHEREAS:

A contract dated the 18th day of June, 2007, relating to the supply and purchase of power from a generation facility known as the Fermeuse Wind Project (hereinafter, "the Seller's Facility"), was entered into between Hydro and SkyPower Corp. and assigned by SkyPower Corp. to the Seller effective as of the date hereof (hereinafter, "the Power Purchase Agreement"); and

It is desirable that minimum requirements be established for the safe and effective parallel operation of the Seller's Facility with the Interconnected Grid, which requirements shall govern the operation by the parties' personnel when operating equipment, which will have an effect on the other party's equipment or system.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained it is agreed between the parties as follows:

1.0 GENERAL

- 1.1 The Seller shall operate its generating equipment in parallel with the Interconnected Grid in accordance with Good Utility Practice designed to ensure that it does not have adverse effects on the general public or customers, personnel or equipment of Hydro or Newfoundland Power. In order to operate generation in parallel with the Interconnected Grid, Hydro and Newfoundland Power require certain protective devices (relays, circuit breakers, etc.), which must be maintained as outlined in this agreement. The purpose of these devices is to promptly disconnect the Seller's Facility from the Interconnected Grid whenever faults or abnormal conditions occur.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

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- 1.2 Neither Hydro nor Newfoundland Power will assume any responsibility for protection of the Seller's equipment. The Seller is fully responsible for protecting its equipment in such a manner that faults, system operations, or other disturbances on the Interconnected Grid do not cause damage to the Seller's equipment. The Seller shall provide adequate protection and control to prevent damage or unnecessary outages or power quality concerns to either Hydro facilities, Newfoundland Power's facilities or those of their respective customers, the whole in accordance with the specific requirements of this Agreement.
- 1.3 The Seller shall indemnify and hold Hydro and Newfoundland Power harmless for injury or death to persons including employees of either party and damage to property including property of either party or others arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Seller's Facility, or (b) the making of replacements, additions, betterments to, or reconstruction of the Seller's Facility. The Seller is solely responsible for providing adequate protection for the parallel operation of the Seller's Facility and releases Hydro and Newfoundland Power from any liability for damages or injury to the Seller's Facility arising out of such parallel operation. The Seller shall be required to maintain in force commercial general liability insurance in a minimum amount of Five million dollars (\$5,000,000.00) in order to support its indemnity obligations hereunder. The insurance policy shall provide that Hydro and Newfoundland Power are named as additional insured, contain a cross liability cause and provide that the insurer shall endeavour to provide Hydro and Newfoundland Power with a minimum of 15 days prior written notice of cancellation, termination or amendment of the policy in a manner prejudicial to the interests of Hydro or Newfoundland Power.
- 1.4 The Parties shall ensure that only appropriately Qualified personnel shall operate and maintain the equipment covered by this Agreement.
- 1.5 Before performing the operations described in this Agreement, the necessary safety procedures relative to this type of equipment must be carried out.

2.0 DEFINITIONS

- 2.1 **Agent** means a person designated in writing to the other parties by either Hydro, Newfoundland Power or the Seller to perform specified operations on behalf of the party designating this person.
- 2.2 **Controlling Authority** means the organizational position which has operating control of specific apparatus or equipment. The Controlling Authorities for Hydro, Newfoundland Power and the Seller are specified in Schedule E.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

- 2.3 **Interconnected Grid** means the interconnected transmission and distribution systems situated on the island part of the Province and owned by Hydro or by Newfoundland Power;
- 2.4 **Interconnection Plant** means the equipment and plant at the Interconnection Point which Hydro or Newfoundland Power will install, operate and maintain, as will be more particularly described in Appendix C in the Power Purchase Agreement;
- 2.5 **Interconnection Point** means that point where the Seller's Facility connects to the Interconnected Grid as described in Section 3.1 hereof;
- 2.6 **Seller's Facility** means the wind power plant and equipment owned by the Seller to generate and deliver power and energy under the Power Purchase Agreement between Hydro and the Seller.
- 2.7 **Seller's Interconnection Equipment** means that portion of the Seller's Facility that is located on Newfoundland Power lands at or near the Newfoundland Power Fermeuse Substation.
- 2.8 **Operating Control** means having the exclusive authority to perform, direct, or authorize the operation of all devices as designated. Operating Control is not synonymous with ownership, nor does it necessarily convey total independence of action.
- 2.9 **Qualified**, in relation to an individual, means a worker who is:
- 1) trained to Newfoundland Power's Standards or to Hydro's Standards or otherwise professionally qualified for the responsibilities assigned to this individual; and
 - 2) familiar with relevant rules, procedures, apparatus, equipment and dangers with respect to work and operation.
- 2.10 **Scheduled Outage** means an outage to any transmission line, substation or generating equipment which is deliberately arranged at a pre-selected time.
- 3.0 **OWNERSHIP**
- 3.1 The Seller's parallel connection to the Interconnected Grid shall be a 60 Hz alternating current supply at 66 kV. The Interconnection Point will be at Newfoundland Power's Fermeuse Substation located in Fermeuse, where the Seller's 66 kV transmission line conductors will connect to the Newfoundland Power 66 kV disconnect switch on the Seller's side of the Newfoundland Power circuit breaker supplying the Seller Facility. The disconnect switch designation is FER-902E-DL, and the circuit breaker is designated FER-902E-B. Newfoundland

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

Power's cost of maintaining the disconnect switch, the circuit breaker and associated protection and control equipment shall be borne by the Seller.

The Newfoundland Power owned equipment is more fully described as the Interconnection Plant in the Power Purchase Agreement - Appendix C

- 3.2 The Seller owns the three phase 66 kV line from Newfoundland Power's disconnect switch FER-902E-DL at the Fermeuse Substation to the Substation servicing the Fermeuse Wind Project.
- 3.3 Newfoundland Power owns the revenue metering class potential transformers and current transformers which meet Industry Canada specifications, for the purpose of metering the power and energy sold by the Seller to Hydro.
- 3.4 Hydro owns the export bi-directional metering equipment which registers the power and energy supplied from the Seller's Facility and sold to Hydro at the Fermeuse Substation as well as the sale of electricity to the Seller by Newfoundland Power as contemplated by Section 3.6. Newfoundland Power must maintain communications acceptable to Hydro in order for Hydro to automatically obtain the revenue metering data from the metering equipment.
- 3.5 The Seller shall own, install and maintain a system of metering that will record the energy sold to Hydro, the data from which may be used by Hydro as an estimator of energy purchases during those instances of primary export metering failure.
- 3.6 Power and energy required by the Seller from the Interconnected Grid shall be supplied by Newfoundland Power in accordance with the terms and conditions of the *Newfoundland Power Inc. Schedule of Rates, Rules and Regulations* approved from time to time by the Board of Commissioners of Public Utilities.

4.0 OPERATING PRINCIPLES

- 4.1 Newfoundland Power has Operating Control of the 3-phase air break disconnect switch designated FER-902E-DL, and the circuit breaker designated FER-902E-B. The Seller shall not be permitted to operate Newfoundland Power's disconnect switch or the circuit breaker designated FER-902E-B, except that Newfoundland Power acknowledges and agrees that the circuit breaker FER-902E-B might be opened as a result of a transfer trip from the Seller's protection system. Furthermore, Newfoundland Power shall provide a signal, which can be sent back to the Seller's SCADA indicating the open or closed status of the circuit breaker FER-902E-B.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

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- 4.2 The Seller shall be responsible for the correct operation of the devices under its Operating Control. The Seller shall not operate devices under Newfoundland Power's Operating Control, except for the transfer trip capability indicated above.
- 4.3 On the request of a Controlling Authority, another Controlling Authority's Agents shall provide the required isolation of equipment as required.
- 4.4 Any operating services provided by Newfoundland Power at the request of the Seller, or otherwise in accordance with this Agreement, shall be paid for by the Seller. Charges will be based on Newfoundland Power's loaded costs plus mark-up as normally charged for non-tariff services. Charges will be assessed for significant services, such as labour and travel expenses of Newfoundland Power staff to Fermeuse Substation to operate and maintain the Interconnected Plant, but not for minor services such as the remote operation of equipment by Newfoundland Power staff.
- 4.5 The Seller shall operate the Seller's Facility so as to avoid unacceptable voltage flicker or voltage level, as set out below.
- 4.5.1 The Seller shall ensure that sudden voltage changes which result from generator starting, capacitor/ reactor switching, etc., and which are covered under CAN/CSA-C61000-3-7, IEC 6100-3-7 and IEEE Standard 1547, is limited to less than 2%.
- 4.5.2 The Seller shall ensure that flicker levels as per IEEE Standard 1453-2004 "IEEE Recommended Practice for Measurement and Limits of Voltage Fluctuations and Associated Light Flicker on AC Power Systems" Table 1 have flicker levels maintained within the following limits:
- $P_{st} = 0.8$
 $P_{lt} = 0.6$
- 4.5.3 The Seller shall not impose harmonic distortion levels on the Newfoundland Power system which exceed the minimum levels established by the latest revision of Institute of Electrical and Electronic Engineers Standard 519, which is the IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems.
- 4.6 If Hydro or Newfoundland Power determines, that the Seller's equipment or operation is causing the unacceptable conditions outlined in 4.5, the Seller shall be responsible to correct these in a timely manner, any cost incurred by the Seller as a result shall be borne entirely by the Seller.
- 4.7 The Seller shall adjust voltage set points and Seller's Facility power factor, subject to equipment limits, at the request of the Newfoundland Power

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Controlling Authority. However, on-load tap changers on the Seller's main step-up transformer are not required. If power factor or voltage set point adjustments are required frequently by Newfoundland Power, Seller may be required to provide Newfoundland Power with the ability to directly make such adjustments via communication with the Seller's SCADA.

- 4.8 The Seller's Facility voltage-var schedule, voltage regulator and transformer ratio settings will be jointly determined by Newfoundland Power and the Seller to ensure proper co-ordination of voltage and regulator action. If abnormal voltage or power quality complaints result from operation of the Seller's generation, such generating equipment shall be disconnected until the problem is resolved. Newfoundland Power shall notify Hydro of the complaints and action taken. All parties shall cooperate to diligently pursue correction of any such problem.
- 4.9 The Seller shall at the request of the Newfoundland Power Controlling Authority alter the electrical output of the Seller's Facility as required for planned work, transmission security constraints or emergency conditions. This may include but is not limited to temporary reduced output or temporary shut down of the Seller's Facility. This may also include increased output within the capability of the Seller's Facility. Newfoundland Power shall notify Hydro of the request to alter output.
- 4.10 The Seller, Newfoundland Power and Hydro shall maintain their respective equipment in good order. Hydro and Newfoundland Power shall have the right to periodically inspect the Seller's facility to confirm that equipment that may impact upon the Interconnected Grid or employees of Hydro or Newfoundland Power is in good order.
- 4.11 The Seller shall immediately discontinue parallel operation when requested by Newfoundland Power:
 - 1) to facilitate emergency maintenance, test or repair of Newfoundland Power facilities;
 - 2) to facilitate an emergency request from Hydro;
 - 3) during emergencies on the Interconnected Grid;
 - 4) when the Seller's generating equipment adversely affecting customers on the Interconnected Grid;
 - 5) when an inspection of the Seller's generating equipment reveals a condition hazardous to the Interconnected Grid;

**OPERATIONS AGREEMENT FOR
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- 6) when there is an apparent lack of scheduled maintenance of protection/control equipment required by Hydro or Newfoundland Power as a condition of parallel operation;
- 7) when the response by the Seller to a determination by either Hydro or Newfoundland Power made under cause 4.6 is deemed by either utility to be unreasonable or insufficient, and;
- 8) for other cause which Hydro or Newfoundland Power may deem necessary for emergency, system reliability, public safety and safety of Hydro, Newfoundland Power or Seller staff.

If the parallel operation is not discontinued within a reasonable time given the circumstances, Newfoundland Power may, in their absolute discretion, immediately disconnect the Seller's facility, through the operation of circuit breaker FER-902E-B. If emergency circumstances are such, the disconnection may proceed without notification. If practicable, Newfoundland Power shall notify Hydro of the decision to disconnect.

Neither Hydro nor Newfoundland Power shall be liable to the Seller for any loss or damage including, without limitation, special or consequential damages or damages due to loss of use or production which result, either directly or indirectly, from a request or action of Newfoundland Power to immediately discontinue parallel operation in accordance with the terms of this Agreement.

- 4.12 The Seller shall provide an annual report to Hydro containing information on a monthly basis related to the operation of the Seller's Facility. The items to be reported include information on environmental conditions, operating hours, unit starts along with the date, time and duration of all forced, automatic and planned interruptions of the Seller's Facility output (refer to Schedule G3 for a detailed listing of required reporting information). Portions of this report will be made available to Newfoundland Power for system analysis.
- 4.13 Hydro may request a special report containing information on each turbine such as; Megawatt-hours, Megavar-hours, Kilovolts, operating hours, rotor speed, wind speed, air temperature, and air pressure. This report would be collected on a monthly basis and be in CIM (XML Format) electronic form. This information will be used for generation planning and analysis.
- 4.14 This Agreement is based on the Seller Facility as outlined in Schedule A. Any material change to the electrical characteristics of the Seller Facility must be approved in advance, in writing, by both Newfoundland Power and Hydro.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

5.0 MAINTENANCE RESPONSIBILITIES

- 5.1.1 Newfoundland Power is responsible for routine and emergency maintenance and repair of all Newfoundland Power owned equipment as defined in section 3.1. Newfoundland Power may elect to repair its equipment at any time, even though this may prevent the delivery of energy by the Seller. If the Seller is willing to pay for the extra cost of work being done at a time other than as proposed by Newfoundland Power, Newfoundland Power will endeavour to accommodate such a request. The direct costs incurred by Newfoundland Power for routine and emergency maintenance and repair of the Newfoundland Power owned equipment, as defined in Section 3.1, shall be borne by the Seller. Maintenance and repairs of the Newfoundland Power owned equipment shall be in accordance with Good Utility Practice. Costs of such maintenance and repairs shall be reasonable. Upon the request of the Seller, Newfoundland Power shall provide a detailed cost breakdown for any charge.
- 5.2 Hydro is responsible for emergency and routine maintenance to its assets on the Interconnected Grid. While undertaking this responsibility there may be occasions where energy delivery by the Seller is affected. Hydro may elect to repair its equipment during normal working hours even though this may prevent the delivery of energy by the Seller. If the Seller is willing to pay for the extra costs associated with performing this work outside normal working hours, Hydro will endeavour to accommodate such a request.
- 5.3 The Seller is fully responsible for routine and emergency maintenance and repair on all of the Seller's owned equipment.
- 5.4 The Seller shall be responsible for maintaining the relaying, and auxiliary control equipment located at the Seller's Facility that is required by Hydro and Newfoundland Power for parallel operation with the Interconnected Grid (see Schedule B). The Seller shall perform periodic verification of their relaying and control Facility in accordance with the test schedule in Schedule C. These are the minimum maintenance requirements.
- 5.5 The Seller shall maintain Seller owned switches, transmission line equipment, and battery equipment as per the procedures identified in Schedule D, which states the minimum maintenance requirements.
- 5.6 The Seller shall submit an annual Equipment Maintenance report to Newfoundland Power and Hydro outlining the maintenance completed during the year on the equipment outlined in Schedule C and D.
- 5.7 The Seller shall inform Newfoundland Power and Hydro of any proposed changes to the Seller's Facility's electrical protection including equipment and settings. The portion of this protection that affects Newfoundland Power's

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

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system and customers shall be set, installed, and maintained in a manner acceptable to Newfoundland Power for the Seller to continue delivering power to Hydro. The Seller shall obtain prior acceptance by Newfoundland Power and Hydro for any modification or setting changes to this protection equipment, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Seller shall inform Hydro and Newfoundland Power of any proposed changes to the Seller's Facility power devices such as transformers, generator, or station service transformer.

- 5.8 Newfoundland Power and the Seller will discuss planned outages of their respective equipment. They will endeavour to coordinate the maintenance of their respective facilities to minimize interruptions to Newfoundland Power's customers and the Seller's generators.
- 5.9 By April 1 of each year, each party to this Agreement shall provide to the other parties Controlling Authorities information on Scheduled Outages expected to take place that year which will affect the Seller's ability to deliver power to Hydro. These Scheduled Outages will be confirmed at least five (5) working days in advance by the appropriate Controlling Authority.

6.0 ISOLATION & GROUNDING

- 6.1 When the Seller requires isolation and or grounding by means of a device(s) under Newfoundland Power control, the Seller shall request that Newfoundland Power provide isolation and / or grounding. Once Newfoundland Power completes the isolation and / or grounding, the Seller will then lock the associated Newfoundland Power equipment at the Fermeuse Substation using the Seller's locks. Entrance to the Newfoundland Power Substation by the Seller will be under escort by Newfoundland Power staff.
- 6.2 When the Newfoundland Power requires isolation and / or grounding by means of a device(s) under the Seller's control, Newfoundland Power shall request that the Seller provide isolation and / or grounding. Once the Seller completes the isolation and / or grounding, Newfoundland Power will then lock the associated Seller's equipment at the Seller's Substation using Newfoundland Power's lock. Entrance to the Seller's Substation by the Newfoundland Power will be under escort by the Seller's staff.
- 6.3 Only the person in responsible charge of the isolation and / or grounding has the right to direct the removal of grounds and / or isolation as well as the removal of locks except if that person is unable to continue to exercise his responsibilities due to illness, injury or other cause. In that case, the work shall cease and a qualified substitute may be appointed by the organization initiating the isolation and / or grounding, to direct the removal of grounds and / or isolation as well as the removal of locks.

**OPERATIONS AGREEMENT FOR
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7.0 COMMUNICATION

- 7.1 The Seller's Controlling Authority shall take operating instructions, including requirements for generator shutdown, from Newfoundland Power's Controlling Authority or its delegate. Therefore, each shall be able to reach the other by telephone on a 24 hours per day basis. The Seller shall provide 24 hours per day control over the plant in order to facilitate a request for emergency shutdown. A set of phone numbers is listed in Schedule E for this purpose.

If at any time the Seller operates in such a manner that in Hydro's or Newfoundland Power's opinion, power quality is adversely affected or, the safety and security of the Interconnected Grid or of Hydro's or Newfoundland Power's connected customers is threatened, Hydro or Newfoundland Power may give notice thereof to the Seller, which may be given by telephone to an employee of the Seller who has been designated in Schedule E, and the Seller shall promptly take action to remedy the said problem. If the problem continues for more than fifteen minutes after the notice, then Hydro or Newfoundland Power may, in their absolute discretion, discontinue the receipt of all Power and Energy or the supply of all Power and Energy and neither Hydro nor Newfoundland Power shall be obliged to resume receipt of or supply of Power and Energy until the Seller has remedied the problem.

If the problem is of an emergency nature, Newfoundland Power may, in their absolute discretion, disconnect the Seller's Facility immediately and without notice.

- 7.2 Connection of the Seller's Facility to the Interconnected Grid following a forced shutdown or a shutdown requested by the Newfoundland Power Controlling Authority shall require prior approval from the Newfoundland Power Controlling Authority which approval shall be promptly given upon resolution of the problem causing the shutdown.
- 7.3 The Seller's Controlling Authority shall keep the Newfoundland Power Controlling Authority or his delegate informed of the following items to enable the Newfoundland Power Controlling Authority to be fully aware of all the Seller generation operating conditions from time to time, and to facilitate analysis following system disturbances:
- 1) The time and conditions associated with the Seller's Facility becoming isolated from the Interconnected Grid or unusual voltage or frequency levels; and
 - 2) Conditions which will result in the Seller shutting down its generation for extended periods. Such conditions shall also be reported to the Hydro Controlling Authority.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

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- 7.4 In the event of a trip of the circuit breaker FER-902E-B at the interconnection Point, the Seller's Controlling Authority shall contact the Newfoundland Power Controlling Authority or its delegate for further instruction. The Newfoundland Power Controlling Authority or its delegate will establish if the trip or shutdown is due to problems on the Interconnected Grid and will instruct the Seller's Controlling Authority as required. Under no circumstances shall the Seller reconnect to the Newfoundland Power system until authorized by the Newfoundland Power Controlling Authority or its delegate. Also, under no circumstances shall the Newfoundland Power Controlling Authority or its delegate reconnect the Seller's Facility to the Newfoundland Power system without prior approval from the Seller's Controlling Authority.
- 7.5 In the event that abnormal operation of the Seller's Facility occurs, including exceeding acceptable limits as defined in Sections 4.5 and 8.2, and the Seller cannot contact the Newfoundland Power Controlling Authority or its delegate, and then the Seller shall separate the Seller's Facility from the Interconnected Grid.
- 7.6 The Seller's Controlling Authority shall advise the Newfoundland Power Controlling Authority of any planned operations which may affect the Interconnected Grid.
- 7.7 The Newfoundland Power Controlling Authority shall advise Hydro and the Seller's Controlling Authority of any planned operations which may affect the Seller's operations.
- 7.8 The Newfoundland Power Controlling Authority shall advise Hydro's Controlling Authority of all requests for an unscheduled shutdown of the Seller's facility.
- 7.9 The Seller is required to provide and maintain real time supervisory monitoring to the Newfoundland Power Controlling Authority. The Seller shall continuously provide real time SCADA telemetry, as per Schedule G.1. The real time information shall be time tagged using Universal Time Coordinates (UTC). The Seller is required to contact Newfoundland Power prior to interconnection to determine the interface requirements for Newfoundland Power's SCADA system. The real time supervisory monitoring system using UTC shall be in place and fully functioning prior to the connection of the first generating unit to the Interconnected Grid. Newfoundland Power shall provide this information to Hydro via the existing ICCP (Inter Control-Center Communications Protocol) data link.
- 7.10 Newfoundland Power shall maintain a standard telephone communications link to Hydro's export metering equipment, which Hydro will use for remote data acquisition and interrogation.

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

- 7.11 The Seller shall report to Hydro the Forced Outage event data as per Schedule G.2 on the next day after the event occurs.

8.0 SELLER ACCESS TO NEWFOUNDLAND POWER PROPERTY

- 8.1 During the term of this Agreement, the Seller shall have the right to install, inspect, maintain, repair and replace the Seller's Interconnection Equipment on lands owned by Newfoundland Power at or in the vicinity on Newfoundland Power's Fermeuse Substation.
- 8.2 The Seller's Interconnection Equipment shall be installed in the locations marked or delineated in Schedule H.
- 8.3 No change shall be made to the Seller's Interconnection Equipment or to the location of the Seller's Interconnection Equipment without the prior approval of Newfoundland Power, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8.4 The Seller's rights as set out in Section 8.0 shall be subject to all of the other terms and conditions of this Agreement.

9.0 PROTECTION AND CONTROL REQUIREMENTS

- 9.1 Newfoundland Power shall maintain protection and control equipment for the Seller Interconnection in accordance with Good Utility Practice.
- 9.2 The Seller shall maintain its protection and control devices to:
- 1) adequately protect the Seller's transmission line from the Seller's end of the line;
 - 2) maintain reliable and adequate protection for abnormal conditions and faults on the Seller's Facility which may cause damage. This includes protection for abnormal voltages, currents, and frequency emanating from the Interconnected Grid;
 - 3) maintain reliable and adequate control for operation into a nominal 60Hz, 66 kV system. Deviation from nominal voltage shall be kept within, 0.95 and 1.05 per unit for the Seller's Facility. The Seller's Facility shall not automatically disconnect from the Interconnected Grid for variations in frequency from 58 to 61.2 Hz. There will be a 200 millisecond trip delay for continuous operation outside of this range;

**OPERATIONS AGREEMENT FOR
The Fermeuse Wind Project – August 2008**

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- 4) detect voltage and frequency conditions which may occur when Newfoundland Power's and Hydro's facilities serving the Seller and other local customers are "islanded" from the Integrated Grid. The Seller's protection and control shall isolate the Seller's generation from the isolated system if frequency and voltage control are not maintained;
 - 5) prevent any problems for the opening, and reclosing of the FER-902E-B breaker for connection with the Interconnected Grid;
 - 6) maintain reliable and adequate start-up and shut down capabilities for the Seller's generation;
 - 7) maintain Low Voltage ride through Capability consistent with current industry standards as outlined in Appendix G of the United States Federal Energy Regulatory Commission's document Large Generator Interconnection Agreement. The high voltage terminals of the 66/25 kV power transformer are the appropriate voltage monitoring points.
 - 8) Operate in accordance with settings in Schedule B of this agreement.
- 9.3 The protection and control devices and the appropriate settings shall be determined in the design process and form Schedule B, Protective Relaying and Settings. These devices and settings once determined and approved, shall not be changed or modified without a request in writing from the Seller and approval in writing from Newfoundland Power and Hydro. Schedule B shall be changed accordingly.
- 9.4 The Seller shall promptly report the relay targets, annunciator or event recorder data, to the Newfoundland Power Controlling Authority following an operation of its protection devices. Similarly, Newfoundland Power and/or Hydro shall report to the Seller any relay operation that trips circuit breaker FER-902E-B.
- 10.0 REVIEW OF OPERATING AGREEMENT**
- 10.1 Hydro will initiate a review of this Agreement every two years. A review of this Agreement may be initiated by either party at any time by providing written notice to the other parties. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party.

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11.0 GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the Province of Newfoundland and Labrador as if executed and to be performed wholly within the Province of Newfoundland and Labrador.

11.2 Term of Agreement

This Agreement shall be in effect when signed by the parties and shall remain in effect thereafter as long as the Power Purchase Agreement remains in effect.

11.3 Consequential Damages

Newfoundland Power, Hydro and the Seller shall not bear any liability to the other for indirect, punitive or consequential damages.

11.4 Obligations Surviving Termination

Notwithstanding the termination of this Agreement for any cause, the obligations of the Seller set out in, or arising from, Sections 1.3, 4.4, 4.12, shall survive any termination and shall remain in force until discharged.

11.5 Successors

This Agreement shall ensure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

11.6 Assignment

This Agreement is not assignable by either party without the prior written consent of the other parties. Such consent will not be unreasonably withheld, conditioned or delayed.

11.7 Force Majeure

It is agreed among the parties that neither party shall be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is due to strikes, fires, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

[execution page follows]

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IN WITNESS WHEREOF Newfoundland and Labrador Hydro, Newfoundland Power Inc. and Fermeuse Wind Power Corp. have each executed this Agreement in accordance with its by-laws or regulations and by its duly authorized officers and agents, on the
25th day of AUGUST, 2008.

THE CORPORATE SEAL of Newfoundland and Labrador Hydro was hereunto affixed in the presence of:

John Y.
Witness

[Signature]
Vice President Reg. & Operations
[Signature]
Asst. Corporate Secretary

THE CORPORATE SEAL of Newfoundland Power Inc. was hereunto affixed in the presence of:

Sean La Cour

Sean La Cour

Geoff Embenley
Witness

Geoff Embenley

THE CORPORATE SEAL of Fermeuse Wind Power Corp. was hereunto affixed in the presence of:

DAVID BACON

RICHARD GUTTMAN
Witness

[Signature]
[Signature]

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SCHEDULE A

Single Line Diagram

This single line diagram is to be revised.

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SCHEDULE B

PROTECTIVE RELAYING AND SETTINGS

(The following devices are preliminary until given final approval by all parties involved.)

<<<Need to add setting for Wind Speed at which the turbine will shutdown>>>>

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SCHEDULE C

Protection and Control Verification Schedule

1. Seller's substation, generator and transmission line protection systems which can impact on the Interconnected Grid shall be verified every five years or as required due to system performance concerns.
2. The Seller shall advise Hydro and Newfoundland Power giving at least 4 weeks notice as to when verification is to take place so that Hydro and Newfoundland Power P&C staff can observe:
 - relay verification and recalibration
 - test tripping of generator breaker(s) and the interconnection breaker
 - measurement and analysis of secondary AC voltages and current to confirm measuring circuit integrity
3. Specific Protection to be observed:
 - All generator, substation, and transmission line protection schemes which trip the breakers
 - Confirm that settings that are approved by Newfoundland Power are applied to the following protection
 - (a) over and under frequency
 - (b) over and under voltage
 - (c) unbalance protection
 - (d) substation protection
 - (e) transmission line protection
 - Confirm the Hydro Supplied Low Voltage Ride Through Settings.

SCHEDULE D-1

AIR BREAK SWITCH

Inspection Every Three (3) Months:

1. Make sure that the switch is in its required operating position (either fully opened or fully closed).
2. Make a visual inspection of the insulators for cracked skirts and breakages of castings (such as pin and caps), other external parts and connections.
3. Make a visual check of the motor mechanism (if applicable).
4. Check that the mechanism space heater is functioning (if applicable).

No report is required for this three month inspection.

Maintenance Every Two Years: - Requires an Outage Mechanical Mechanism and Interrupter (where Applicable)

1. Manually operate the switch and check: contact alignment toggles, stops, linkage, undue insulator movement.
2. Check all aluminium operating components for cracks.
3. Check contact pressure. Observe jaw spread as blade rotates in jaw.
4. Check the contacts for burns or wear.
5. Check the silver plating for peeling or wear.
6. Clean and lubricate contacts with low-temperature, multipurpose grease such as Lube 10A.
7. Check that line connections to the switch are tight.
8. Remove gearbox covers and inspect and lubricate gears.
9. Check switch grounding connections are tight and undamaged.
10. Lubricate all locations fitted with grease fittings.

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11. Inspect and clean insulators.
12. Check shunts for tightness, fraying, or deterioration.
13. Test interrupter to ensure that contacts make and break and check that sequence of operation is correct. Check the position indicator (if applicable)
14. Perform Micro-ohm test across the entire switch. Record results.
15. Remove cover from electrical control mechanism. Check internally (if applicable).
16. Check that grounding (including ground mats if supplied) is tight and undamaged.
17. Clean and paint as required.
18. Test operate switch manually and electrically (as appropriate):

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SCHEDULE D-2

25 kV BREAKER

Inspection Every Month:

1. Make a visual inspection of the primary connections and grounding.
2. Make a visual inspection of the insulators for cracked skirts.
3. Check for gas leaks and record gas pressure.
4. Inspect general condition of control cabinets and cabinet heaters.
5. Record breaker operations.

Maintenance Every Three Years

1. Perform contact resistance tests.
2. Perform breaker timing tests.
3. Perform insulation tests.
4. Check high voltage terminations.
5. Check heaters.
6. Record breaker operations and gas pressure.

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SCHEDULE D-3

Transmission Line Maintenance - 66 kV Circuits

To maintain a reliable supply and assure minimum impact on the Hydro system, Hydro requires a combination of the following inspections and maintenance procedures or their equivalent.

Every 3 months	Visual Inspection
Every year	Snowmobile patrol
Every 3 years	Ground patrol
Every 5 years	Climbing inspection including inspection and testing of suspension type insulators
Every 15 years	Wood Poles Test and Treat (if applicable)

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SCHEDULE D-4

STATION CONTROL SYSTEMS BATTERY INSPECTION

The D.C. Battery should become part of a monthly inspection routine.

1. Check that the battery charger D.C. voltmeter reading is within the normal range - investigate any deviations.
2. Check that the battery charge ammeter reading indicates that the battery drain is normal --- investigate any deviations.
3. Record D.C. system voltage.
- *4. Record the corrected relative density of the electrolyte and the voltage of the pilot cell and determine if an equalize charge is required.
5. Inspect the battery plates (if visible) for any signs of deterioration and correct.
- *6. Top up the electrolyte to the upper limit using distilled or approved water - excessive water loss is an indication of overcharging and should be investigated.
7. Wipe down cells as required.

Note: Items with an asterisk (*) do not apply where maintenance free batteries are used.

Maintenance Every Four Years:

The D.C. Battery is to be subjected to a discharge low check. Replace the battery if they go below 80% capacity.

SCHEDULE E
TELEPHONE CONTACTS

The Seller

The Seller

Sky Power Corp.
<<<number to be supplied>>>

Operator (Controlling Authority)
<<<number to be supplied>>>

Newfoundland Power

St. John's System Control Centre (Newfoundland Power Control Authority)
(709) 737 – 5993 (such number to be used only for power system control purposes)

Area Superintendent
(709) 466-8305

Hydro

MANAGER - SYSTEM OPERATIONS:

Robert J. Henderson
Hydro Place - St. John's, NL
Phone: (709) 737-1752
Cell Phone: (709) 682-3190
Fax: (709) 737-1318
email: rhenders@nlh.nl.ca

ECC SUPERINTENDENT:

Robert C. Butler
ECC - St. John's, NL
Phone: (709) 737-1270
Fax: (709) 737-1318
email: bbutler@nlh.nl.ca

ECC SHIFT SUPERVISOR (Controlling Authority)
(24 hours/day)

Phone: (709) 737-1958

Fax: (709) 737-1979

ECC SYSTEM OPERATOR
(24 hours/day)

Phone: (709) 737-1957

Fax: (709) 737-1979

SCHEDULE F

Reserved

SCHEDULE G

G.1 Real Time SCADA to interface with Hydro Control Centre

Wind Farm

MegaWatt indication for wind farm (measured by NP at Fermeuse)
MegaVar indication for wind farm (measured by NP at Fermeuse)
KiloVolts indication for wind farm (measured by NP at Fermeuse)
66 kV breaker control & indication (measured by NP at Fermeuse)
Indication of number of wind turbines on-line (measured by Sky Power at Wind Farm)
Wind Speed Indication (measured by Sky Power at wind Farm)

G. 2 Forced Outage Event Data

Outages related to the wind farm are reportable to Hydro's Energy Control Centre. The following data shall be reported:

Date & Time of the event
MW Loss
Duration of the Outage
Cause of the event with description of any damage or failed component (Outage Type)
Number of turbines affected
Derating of the Wind Farm, if applicable
Estimated time to restore full wind farm generation capacity, if applicable.

Outage Information

Time information should include the day(s) and the hour the outage started and ended.

Outage types are:

Forced Outage (FO)	- cannot be deferred.
Maintenance Outage (MO)	- can be deferred beyond the end of the next weekend.
Planned Outage (PO)	- planned well in advance, usually occurs 1-2 times a year.

Comments/Cause can be used to provide detailed information on the outage e.g. equipment failure, utility feeder trip, etc.

The report shall include relay targets, annunciator or event recorder data associated with the operation of protection devices

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G.3 Monthly Data Collection to be reported annually to Hydro

In addition to the annual report to Hydro, Hydro may make special requests for the monthly data during the year.

Wind Farm

Generation (MWh) for the year
Available Hours for the year
Operating Hours for the year
Number of Starts for the wind farm from an off line status
25 kV breaker indication for each day at 12:00 am

Planned/Maintenance Hours for the year
Planned/Maintenance MW Loss for the year, assuming wind speed prevailing at 12:00 am for the entire day
Number of Planned/Maintenance Events for the year

Forced Outage Hours as a result of equipment breakdown

Forced MW Loss assuming wind speed prevailing at 12:00 am
Number of Forced Events as a result of equipment breakdown

Each Turbine

Generation (MWh) for the year
Available Hours for the year
Operating Hours for the year
Number of Starts for the turbine from an off line status

Planned/Maintenance Hours for the year
Planned/Maintenance MW Loss for the year, assuming wind speed prevailing at 12:00 am on the day of the event
Number of Planned/Maintenance Events for the year

Forced Outage Hours as a result of equipment breakdown
Forced MW Loss assuming wind speed prevailing at 12:00 am
Number of Forced Events as a result of equipment breakdown

Environmental Conditions

Number of Days with too little wind, resulting in no production for the entire day
Number of Days with too much wind, resulting in no production for the entire day
If available from visual observation, lightning activity close to the wind farm - Date and times
If available from visual observation, other weather problems such as ice storms, hurricanes, other extreme weather storms.

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Wind Direction Indication each day at 12:00 am

If available, air Temperature Indication each day at 12:00 am

If available, air Pressure Indication each day at 12:00 am

SCHEDULE H

**DESIGNATED LOCATIONS OF SELLER EQUIPMENT AT OR NEAR THE
NEWFOUNDLAND POWER FERMEUSE SUBSTATION**