

March 11, 2025, 7:00 p.m.
Electronic Participation Meeting via Zoom

Pages

1. Call to Order

2. Adoption of Agenda

Recommendation:

That Tri-County Water Board hereby adopts the Agenda for March 11, 2025 as presented.

3. Disclosure of Pecuniary Interest

4. R Greenall, CAO, Municipality of West Elgin - Energy Rebate Proposal

1

Recommendation:

That Tri County Water Board hereby receives the report regarding an Energy Demand Rebate Program from Robin Greenall, CAO West Elgin;

And that the Board approve the Acknowledgement Agreement between OCWA and the Tri County Water Board:

And that the Board requests OCWA to provide quarterly reporting detailing the planned and unplanned use of the generator and diesel consumption for the purpose of anticipating diesel costs.

5. Adjournment

Recommendation:

That the Tri-County Water Board hereby adjourn at _____ pm, to meet again at 7:00pm, on April 15, 2025, or at the Call of the Chair.



Staff Report

Report To: Tri-County Water Board
From: Robin Greenall, Chief Administrative Officer
Date: 2025-03-11
Subject: Energy Rebate Program

Recommendation:

That Tri County Water Board hereby receives the report regarding an Energy Demand Rebate Program from Robin Greenall, CAO West Elgin;

And that the Board approve the Acknowledgement Agreement between OCWA and the Tri County Water Board:

And that the Board requests OCWA to provide quarterly reporting detailing the planned and unplanned use of the generator and diesel consumption for the purpose of anticipating diesel costs.

Purpose:

The purpose of this report is to provide the Tri-County Water Board with information regarding an Energy Demand Response Program and potential rebate earnings through participation.

Background:

On Thursday February 27, 2025, OCWA presented an opportunity for the Tri-County Water Board to participate in an Energy Demand Response Program. OCWA has recently partnered with an energy aggregator, Voltus. As an energy aggregator Voltus monitors regional energy usage and identifies periods of peak demand. Voltus seeks partnership with agencies who have the capability to reduce/shift energy usage during the identified peak periods. OCWA has partnered with Voltus as an agency who can shift energy usage using onsite generators.

All water facilities are required to complete a monthly testing of emergency generators to ensure proper operations. By aligning the monthly generator test with the identified peak demand periods (called "game day" events) OCWA can assist with reducing overall demand on the energy grid. In return for participating in game day events OCWA is compensated through a rebate program.

OCWA has identified the Tri-County Water Board as an ideal facility for this partnership and is seeking permission from the Board to proceed. OCWA anticipates by participating in two "game day" events/ year the-County Water Board could receive approximately \$14,000 through the energy rebate program.

Upon review of the program, administrative staff expressed concerns regarding the usage of the generator and the additional cost of diesel. During the review of the 2024 expenses, the Tri-County Water Board assumed additional unbudgeted cost for diesel due to unplanned brown out events. The increasing number of brown out events and operation of the generator has created a higher demand for diesel. In 2024 the Tri-County Water Board was billed an additional \$6,000 due to diesel expenditures.

Planned game day events require the facility to run the generator for a 4-hour interval. Game day events could potentially align with unplanned brown outs, but realistically, game day events will require the additional use of the generator and potentially increase diesel costs.

The contract as presented by OCWA notes that rebates received for participation in the program are shared, with OCWA receiving 20% and the Tri-County Water Board receiving 80% of rebate funds. The cost of diesel for the operations of the generator during game day events are covered through OCWA's share.

Due to the increasing number of unplanned brown out events and the increased use of the generator, Administration is proposing that OCWA provide quarterly generator reports to communicate the number of unplanned brown-out events, the date of each event, the duration of operations of the generator per event, and the total cost of diesel per quarter. In addition, all planned events, including both monthly generators testing or game day participation. Reporting will assist administration better understand the demand of the generator and the estimated budget for the future costs of diesel.

The contract has limited risk for the Tri-County Water Board and provides a potential source of revenue to offset increasing operational costs. The attached documents provide an overview the Energy Demand Response Program, the OCWA – Tri County Water Board Contract confirming permission for the facility use in the program, and the OCWA-Voltus contract for information of the program rules and responsibilities.

Financial Implications :

Potential increase cost for diesel to be offset by rebate revenues.

Policies/Legislation:

Respectfully submitted by,

Robin Greenall
CAO, West Elgin



OCWA Energy Demand Response Program

Presented to: Tri-County Water Board

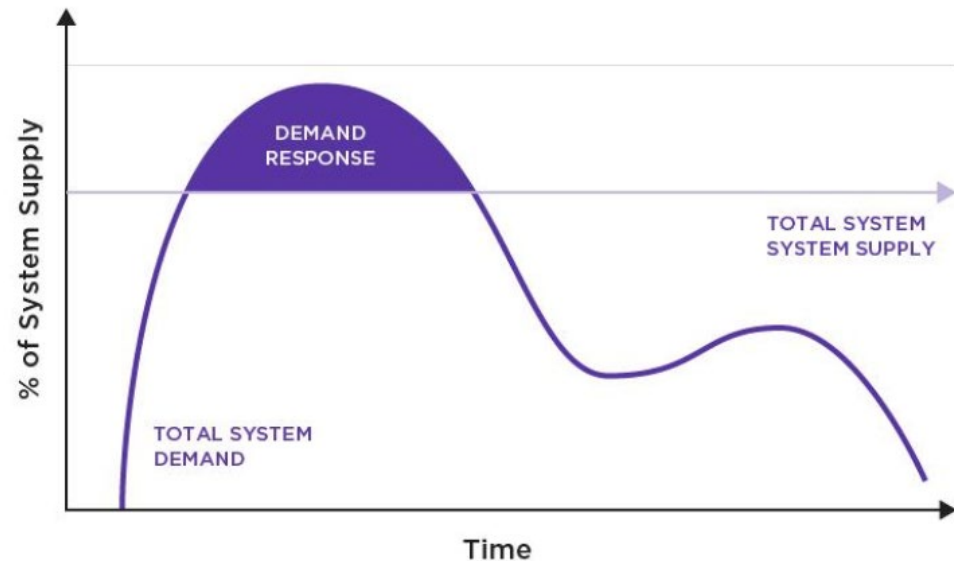
Date: March 11th, 2025

Agenda

- IESO Demand Response Program
- How OCWA facilities can participate
- Why is this important for OCWA and our clients

What is Energy Demand Response?

- Any step that energy-intensive users take to shift their electricity use to different times of the day is a form of demand response.
 - Reducing the speed and power of equipment
 - Rescheduling process operation to a different time of day
 - Waiting for low demand periods to charge tank levels



IESO Demand Response Program's Overview

Hourly Demand Response (DR)

- > 100 kW
- Enrollment w/ energy aggregator
- Guaranteed time frame of event (Game Day)
- Notice provided prior to event
- OCWA partnered with Voltus



Energy Aggregator Partnership (DR)

- OCWA participates in the demand response program for clients across different regions.
 - ☐ South West Region
 - ☐ Eastern Region
- EA takes on the risk for energy reduction commitments with IESO



Ontario Clean Water Agency -

Interval Time ④

Dispatch 4h

Start Jun 13, 2024 1:00 pm EDT

End Jun 13, 2024 5:00 pm EDT

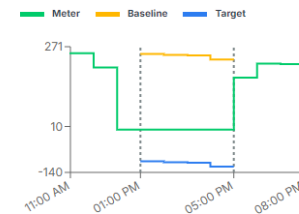
Performance

241 kW

PERFORMANCE

350 kW

COMMITMENT



7



Ontario Clean Water Agency -

Interval Time ④

Dispatch 1h

Start Oct 29, 2024, 01:00 pm EDT

End Oct 29, 2024, 02:00 pm EDT

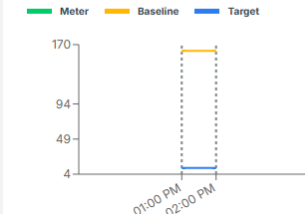
Performance

145 kW

PERFORMANCE

150 kW

COMMITMENT



Tri-County's Potential Earnings*



Tri-County WTP & LLP Station

With ~260 kW (WWTP) and 105 kW (LLP) reduction, 2 events (4 hrs per event) per year ~14K annual revenue

*Projected revenue are based on the historical hydro bills; projections may vary after enrollment per curtailment plans and capacity test

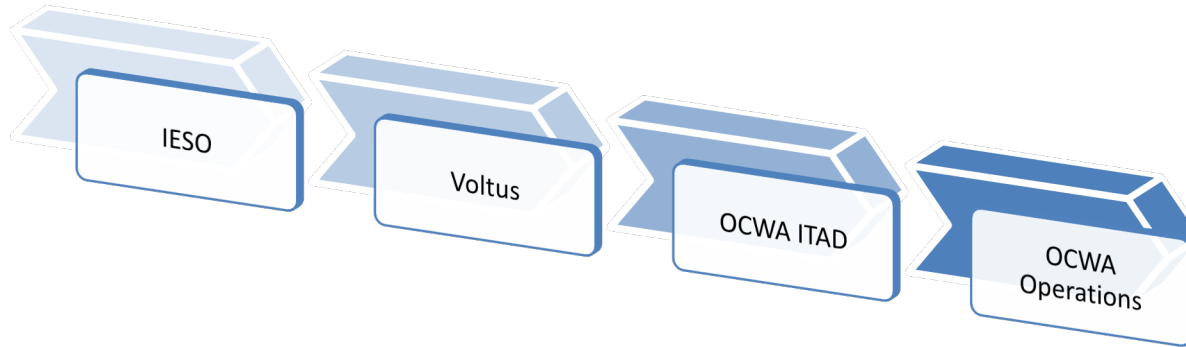
Tri-County's Potential Earnings*

Earnings are earned in two ways:

1. Monthly available capacity on standby (i.e. generator's capacity)
2. Participation on "Game Days" (demand response event)

*Projected revenue are based on the historical hydro bills; projections may vary after enrollment per curtailment plans and capacity test

Demand Response Event Communication Flow



- OCWA ITAD will be the communication channel between Voltus and OCWA Operations Team
- Communication will be through phone calls/text and email notifications
- OCWA ITAD is the first point of contact and will contact the OCWA Senior Ops. Manager to get confirmation for participation on a “Game Day”
- OCWA ITAD will recommunicate with Voltus for Go-No-Go!

Demand Response Program Enrollment

Summer

May 01 to Oct 31



Winter

Nov 01 to Apr 30

- Enrollment usually is recommended 2-3 months prior to start of the season, deadline is mid-March.
- Payout for each program will be at the end of each season, 2 payouts per year.
- Profits to be sent to client minus OCWA's OPS/ITAD cost recovery.

History of Game Day Event - 2021 to Present

Event Type	Program Name	Date	Start Time	End Time	Time Zone	Duration
Emergency Event	IESO - Hourly Demand Response - Southwest	06/20/24	15:00:00	19:00:00	EDT	4:00:00
Emergency Event	IESO - Hourly Demand Response - Southwest	06/19/24	15:00:00	19:00:00	EDT	4:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	06/13/24	13:00:00	17:00:00	EDT	4:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	04/17/24	17:00:00	21:00:00	EDT	4:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	01/17/24	16:00:00	20:00:00	EST	4:00:00
Emergency Event	IESO - Hourly Demand Response - Southwest	09/07/23	17:00:00	18:00:00	EDT	1:00:00
Emergency Event	IESO - Hourly Demand Response - Southwest	09/06/23	15:00:00	19:00:00	EDT	4:00:00
Emergency Event	IESO - Hourly Demand Response - Southwest	07/27/23	17:00:00	19:00:00	EDT	2:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	06/29/23	17:00:00	21:00:00	EDT	4:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	02/28/23	16:00:00	17:00:00	EST	1:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	12/15/22	16:00:00	17:00:00	EST	1:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	10/14/22	17:00:00	18:00:00	EDT	1:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	06/29/22	17:00:00	18:00:00	EDT	1:00:00
Capacity Test	IESO - Hourly Demand Response - Southwest	06/09/21	17:00:00	18:00:00	EDT	1:00:00

Risk vs Reward?

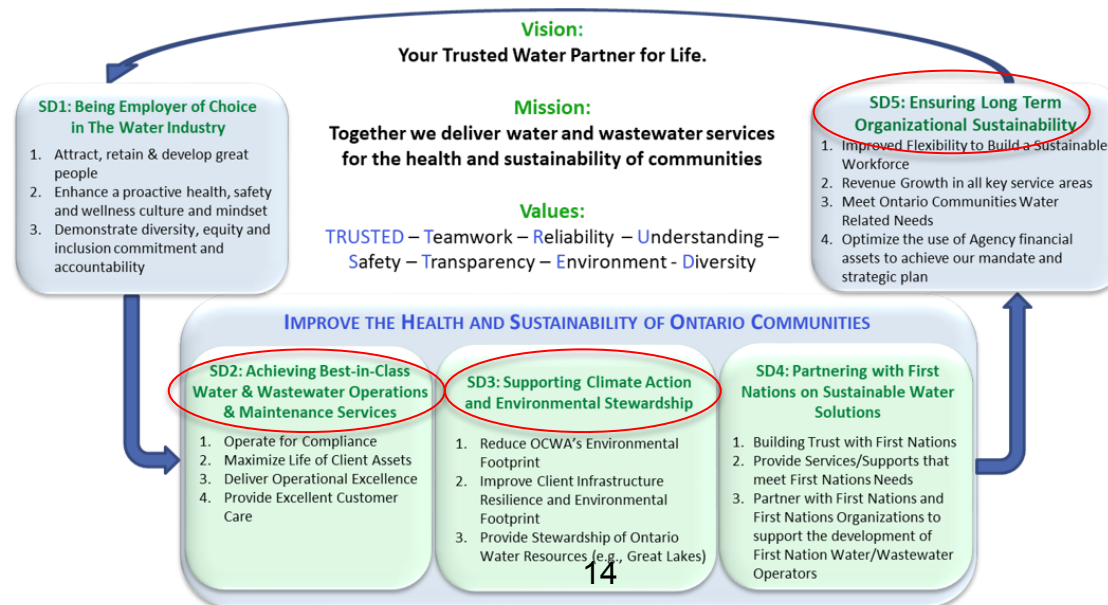
Better energy, more cash.



- Enrollment into the EDRP with the energy aggregator is seamless.
- **There is no cost associated with being involved in this program.**
- **There is no risk for not performing.**
- The rewards can be significant amount of revenue.

Importance to OCWA

- As part of OCWA's vision, mission, and values, the incorporation of energy management allows us to achieve our strategic directions such as SD2, 3, and 5.



Thank you!

ACKNOWLEDGEMENT AGREEMENT

THIS AGREEMENT effective as of the 27 February 2025.

B E T W E E N:

Ontario Clean Water Agency, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario and doing business at 2085 Hurontario Street, 5th Floor, Mississauga, Ontario L5A 4G1 ("**OCWA**")

- and -

Municipality of West Elgin (the "**Client**") – Including the following facilities:

1. Tri-county Water Treatment Plant located at 9210 Graham Rd, West Elgin, ON N0L 2P0
2. Tri-County Low Lift Pumping Station located at 8662 Graham Rd, West Elgin, ON N0L 2P0

WHEREAS the Client wishes to enroll in the Energy Demand Response Program as per the requirements of the Independent Electricity System Operator (IESO) as facilitated by OCWA.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, OCWA and the Client (collectively, the "Parties" and each a "Party") agree as follows:

- A. The Client hereby grants OCWA its permission to be enrolled in the Energy Demand Response Program as per the requirements of the Independent Electricity System Operator (IESO) as facilitated by OCWA.
- B. The Client will comply with all program requirements and guidelines as provided by OCWA and Voltus Energy Canada Ltd., hereinafter referred to as "Voltus", the Energy Aggregator selected by OCWA.
- C. The Client is in agreement with OCWA to schedule the monthly generator functional testing during the required time-frame selected by Voltus in order to achieve revenue from the program without compromising any operational compliance and permits. Approval shall be given by the Client to OCWA to participate in events specified by Voltus.
- D. OCWA is solely responsible for maintaining and complying with all permits, authorizations, and approvals required under any applicable environmental or similar law for the operation of its respective businesses, including operation and maintenance of generators.
- E. The revenue generated from the program will be shared between OCWA and the Client as determined by the revenue forecast reports provided by Voltus. The revenue sharing percentage will be 80% to the Client and 20% to OCWA. The 20% of the revenue allocated to OCWA will cover labour costs including, but not limited to; overtime hours for OCWA operations staff to participate in events, generator fuel cost beyond the typical 1 hour monthly function testing, program coordination between OCWA and Voltus, managing participation in Voltus' program, and overall program delivery and administration.
- F. In relation to this agreement, it may become necessary for the Parties to provide each other with information and/or documentation that each party herein considers confidential in nature. The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

G. This agreement shall be for a term of five years consisting of participation in the Summer and Winter seasons.

H. This agreement shall be governed by the laws of the province of Ontario, Canada.

IN WITNESS WHEREOF the parties have executed this Agreement by the signatures of their duly authorized representatives set out below.

Effective as of the date first set out above.

ONTARIO CLEAN WATER AGENCY

CLIENT

Name: Kerry Tuyen
Title: Director – Innovation, Technology
and Alternate Delivery

Name:
Title:

Name: Sangeeta Chopra
Title: VP – Innovation and Infrastructure
Solutions

Name:
Title:

Distributed Energy Resource Agreement

This Distributed Energy Resource Agreement ("Agreement"), effective as of the later signature below (the "Effective Date"), is made between Voltus Energy Canada LTD. ("Voltus"), located at Suite 400, 119 14th Street NW, Calgary, AB, Canada T2N 1Z6, and Ontario Clean Water Agency (OCWA) ("Customer"), located at 2085 Hurontario Street, 5th floor, Mississauga, Ontario, L5A 4G1, Canada. Any Exhibit or Appendix attached is incorporated herein by reference and is binding on the parties.

1. Voltus Responsibilities.

- a. *DER Monetization:* Voltus will manage Customer's participation in distributed energy resource program(s), including without limitation those listed on Exhibit 1 (the "Programs"), in accordance with rules set forth by Voltus, the grid operator and/or utility (collectively, the "Operator"). Voltus will (i) work with Customer to develop a nomination and load reduction plan; (ii) notify Customer of Program dispatches and (iii) process all Program financial settlements.
- b. *Voltus Technology:* Upon Customer's authorization, Voltus will equip Customer with a system (the "Voltus Technology") that collects energy data and provides visibility of this data through an Internet browser or API. At Customer's request, the Voltus Technology may enable remote device control and/or predictive energy analytics. Voltus will install the Voltus Technology at each authorized Customer facility identified on Exhibit 1 (the "Facilities"), which may be amended by the parties (including via email or other written consent by the Customer) to reflect additional locations.

2. Customer Requirements

- a. *Utility Data:* To enable Voltus' access to utility data for the Facilities, Customer authorizes Voltus to execute any necessary forms on behalf of Customer (as Customer's authorized representative). Customer agrees that Voltus may provide this data to a third-party partner that also provides products or services to Customer.
- b. *Voltus Technology Installation:* In the event Voltus Technology needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at the Facilities.
- c. *Acceptance Testing:* Customer will work with Voltus to validate Customer capability at each Facility in a timely manner.
- d. *Performance:* Customer will use best efforts to execute its curtailment plan when notified by Voltus in accordance with Program rules. The capacity listed on Exhibit 1 represents the parties' best estimate of performance (recognizing that actual enrollment may vary). Notwithstanding the foregoing, Customer may opt out, without penalty, of any designated Program period by notifying Voltus sixty (60) days prior to the start of the applicable Program period. The aforementioned right to opt out of a designated Program period does not terminate this Agreement.

3. **Program Changes.** Customer agrees and acknowledges that participation in any Program is subject to change during the Term. Voltus may, upon prior written notice to Customer (and consent, if required under the relevant Program rules), withdraw Customer from, or enroll Customer in, any Program or successor program. In the event Program rules materially change in a manner adverse to any party, the parties will enter into good faith negotiations to modify the terms of this Agreement.

4. Payments

- a. *Payment Sharing:* Set forth in Exhibit 1, Voltus will pay Customer a certain percentage ("DER Payment Split") of all payments obtained by Voltus owing solely to Customer's performance in the Program(s), up to the total enrolled amount by Facility.
- b. *Underperformance:* In the event of underperformance, as long as Customer is complying with the terms of this Agreement, Customer will not be directly subject to financial penalties imposed by Operators as a result of such underperformance; provided, however, that Voltus may offset such penalty amounts against any payments due to Customer.
- c. *Payment Timing:* Voltus will issue Customer payment within 45 days of Voltus's receipt of payment from the Operator for (i) each Program season if the Program has a fixed season, (ii) the preceding quarter, or (iii) the preceding month for operating reserve Programs (if applicable).

5. **Term.** This Agreement will start on the Effective Date and automatically renew 72 months after the first day of participation in the Program(s) for equal, subsequent terms ("Term"), unless either party provides notice of its intent to terminate this Agreement within ninety (90) days of the end of the then current term.

6. General Terms

- a. *Confidentiality:*
 - (i) "Confidential Information" means all information provided by one party to the other party relating to this Agreement, except for information that: (i) is public knowledge at the time of disclosure or becomes public knowledge through no act or omission of the receiving party; (ii) has been furnished to the receiving party by a third party whom the receiving party reasonably believes has the right to provide the information without restriction on disclosure; (iii) was in the receiving party's possession prior to disclosure and which was not acquired under obligations of confidentiality from the disclosing party; or (iv) was independently developed by the receiving party without use of any Confidential Information of the disclosing party.

(ii) Neither party may use the Confidential Information of the other party for any purpose outside of the scope of this Agreement or disclose it to any third party (except as set forth herein) without the disclosing party's prior written consent. Customer acknowledges that Voltus may receive Customer Confidential Information through data collected through the Voltus Technology or otherwise, which may be used or disclosed by Voltus as necessary for the performance of the Agreement and improvement and development of the Programs and related services.

- b. **Indemnification:** Each party shall defend any claim, suit or proceeding brought by a third party, and indemnify and hold the other harmless from and against any final settlement amounts and/or damages awarded by a court of final jurisdiction (collectively "Claims") (i) in connection with death, personal injury, or damage to tangible, personal property resulting from the willful misconduct or negligence of the indemnifying party's employees or representatives and (ii) compliance with applicable laws; provided that the indemnified party (a) promptly notifies the indemnifying party in writing of the Claim, (b) permits the indemnifying party to have sole control over, and reasonably cooperates with the indemnifying party in, the defense or settlement of the Claim, and (c) will have the right to provide for its separate defense at its own expense.
- c. **Limitation of Liability:** Neither party will be liable for consequential, indirect, special, punitive or incidental damages or for aggregate direct damages in excess of the amounts paid by such party during the 12 months preceding the claim in question.
- d. **Miscellaneous:** This Agreement: (a) shall include the details of each Program as provided by Voltus to Customer and updated from time to time ("Program Detail Page"); (b) shall be governed by and construed in accordance with the laws of Delaware, without giving effect to principles of conflicts of law and (c) may be amended only by a written agreement executed by an authorized representative of each party. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms and conditions shall remain in full force and effect. Neither party shall have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strike, labor or material shortage, work slowdown, or any other condition beyond the reasonable control of such party. Neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party, not to be unreasonably withheld or delayed, except in connection with a merger or acquisition of Voltus. Section 6 shall survive any termination or expiration of this Agreement.

Voltus Energy Canada LTD.	Ontario Clean Water Agency (OCWA)
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Exhibit 1

Program Operator and Name	Facility Address	DER Payment Split (%)	Estimated Capacity (kW)
IESO - Hourly Demand Response - West	8662 Graham Rd, West Elgin, ON N0L 2P0 9210 Graham Rd, West Elgin, ON N0L 2P0	83	365

Independent Electricity System Operator (IESO) Program Requirements

1. Program Description

The IESO demand response program compensates large electricity users for reducing consumption when the regional electrical grid is nearing the potential for a blackout. The IESO demand response program is designed to help maintain reliable electricity across the province of Ontario. The link to program documentation can be found here: [IESO Demand Response Link](#)

2. Program Rules

The terms of this Agreement will reflect IESO's program terms and conditions which may be amended from time to time by IESO, the current terms of which are summarized below.

Program Availability

Demand response events may be called during weekdays between 12:00PM – 9:00PM EST (May 1 – Oct 31) and 4:00PM – 9:00PM EST (Nov 1 – April 30)

Advanced Notification

Stand-by warning provided day-ahead or day-of (by 8AM), dispatch notice provided approximately 2 hours prior to event start time. Voltus agrees to provide demand response event notification, and curtailment plan instructions, in the form of email and phone calls to Customer-designated personnel.

Event Frequency & Duration

Demand response events typically last four (4) hours. Historically dispatched less than 4 times per year.

3. Customer Performance

For purposes of this Agreement, Performance shall be defined as the average difference between the measured electricity demand (in kilowatts (kW)) and baseline electricity demand (in kW), calculated in accordance with IESO Program Rules, and as measured by electricity interval data supplied by Customer metering, or the Voltlet in the event that one is installed and used at a site. Customer payment shall be apportioned, pro-rata, to the amount of kW delivered up to the amount registered in the Program but at no time exceeding the registered amount. For example, in the event that Customer is registered in the Program at 1,000 kW and performs at 500 kW per hour, on average, for a four hour



demand response event, the Customer shall receive 50% of the expected payment for 1,000 kW of performance.

Confidentiality Notice: The information found herein is confidential. Any unauthorized review, use, access, disclosure, or distribution is prohibited.