

The repricing test

A clause is changed when a comment shows, in a chain anyone can follow, that it would make a compliant data centre in Ontario cost more than the same facility in the jurisdictions where the workload could otherwise lawfully be hosted for Canadian customers (PIPEDA and applicable provincial privacy law). The test is not whether a clause costs money; it is whether the clause prices Ontario out of the comparison. A change must keep the four parts of every term: a number, a public meter, an independent verifier and a guarantee.

Commenter	Date	Basis facility
Name, role and organization	Date	Facility type and size this comment is based on (e.g., 40 MW AI/cloud; 120 MW campus; colocation)

1. The clause

Prerequisite, term or credit by number (e.g., P3 battery ladder; P15 contribution; P16 host acceptance; P17 capacity cap), and the words at issue.

2. The increment attributable to this clause alone

Net of what the project would do anyway (closed-loop cooling or on-site supply already planned is not an increment). Ontario power, land and labour prices are baseline, not clause increments.

Amount and unit (\$/MW, \$/MWh, months)	Capex / opex / schedule	Basis: vendor quote, project data, published benchmark (attach or reference)

3. The comparator

The two or three jurisdictions where this workload would otherwise lawfully be hosted for Canadian customers.

Jurisdictions (2–3)	What each requires on the same point (rule, or market practice)	Cost there, on the same basis as box 2

4. Materiality

Increment as a share of project capex or annual opex, and the schedule effect in months. State the threshold at which, in your judgment, the clause moves the siting decision.

5. The alternative

Wording that reaches the same public outcome at lower cost, keeping the number, the public meter, the independent verifier and the guarantee. If none exists, say so and why.

6. Publication and contact

Publish in full / publish summary with figures confidential to the technical committee (circle one)	Contact for follow-up (name, role, email)

The written answer. Every comment receives one of three answers on the public register: **accepted** (clause changed before publication, with the new wording); **accepted in part** (what changed and what did not); **not accepted** (the written reason, which the commenter may answer once). A comment that does not complete boxes 2 and 3 is returned with a request rather than answered. Every comment received by November 10, 2026 gets its written answer before the 1.0 public release on November 15; later comments go to the first maintenance release.