

**ADDENDUM NO. 2  
dated July 31, 2015, to the  
LRP I RFP**

**ASSOCIATED WITH THE  
REQUEST FOR PROPOSALS  
FOR THE PROCUREMENT OF UP TO 565 MW OF NEW  
LARGE RENEWABLE ENERGY PROJECTS**

**and referenced as LRP I RFP-2015**

In accordance with Section 2.3 of the LRP I RFP, this Addendum No. 2 contains amendments to the LRP I RFP posted on the LRP Website. Addendum No. 2 also involves amendments to the LRP I Contract and certain Prescribed Forms, each of which will be posted on the LRP Website.

This Addendum No. 2 contains the “clean” version of the amended LRP I RFP. A “blackline” copy is also provided on the LRP Website for the ease of reference of Qualified Applicants.

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**REQUEST FOR PROPOSALS**  
**FOR THE PROCUREMENT OF UP TO 565 MW OF NEW**  
**LARGE RENEWABLE ENERGY PROJECTS**  
**(“LRP I RFP”)**

**Request for Proposal No.: LRP I RFP-2015**

**RFP Issued: March 10, 2015**  
**Last Amended: July 31, 2015**

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## 1. Introduction

### 1.1 Purpose

Through this request for proposals (this “**LRP I RFP**”) the IESO is seeking Proposals from Registered Proponents for Large Renewable Projects for up to 300 MW of On-Shore Wind, 140 MW of Solar, 50 MW of Bioenergy and 75 MW of Waterpower (collectively, the “**Procurement Targets**”).

### 1.2 Background

The IESO was directed by the Minister of Energy on June 12, 2013 to commence the development of a competitive process for procurement of Large Renewable Projects (the “**Large Renewable Procurement**” or “**LRP**”). As part of the development of this new competitive process the IESO conducted initial stakeholder engagements in the summer of 2013. The results of the IESO’s municipal, Aboriginal and stakeholder engagement activities and other research activities were included in an interim recommendations report entitled *Development of a New Large Renewable Procurement Process – Initial Engagement Feedback and Interim Recommendations*, provided to the Minister of Energy on August 30, 2013. The interim report is available on the LRP Website.

On October 8, 2013, the Ontario government adopted all of the recommendations included in the report entitled *Engaging Local Communities in Ontario’s Electricity Planning Continuum – Enhanced Regional Electricity Planning and Siting*, which was released on August 1, 2013.

On December 2, 2013, the Ministry of Energy released Ontario’s Long-Term Energy Plan entitled *Achieving Balance* (the “**LTEP**”), which set out the government’s path forward on, *inter alia*, the procurement of new supply, including outlining capacity targets for each Renewable Fuel to be procured through the LRP and advising on the timing of when successive rounds of procurement are to be launched.

On December 16, 2013, the Minister of Energy directed the IESO to conduct additional community engagement on the development of the LRP. The direction also identified the renewable energy sources eligible for the LRP and established Procurement Targets and timing for the LRP.

The results of the IESO’s additional community engagement, research and analysis together with the IESO’s final LRP recommendations were provided to the Minister of Energy in a report entitled *Development of a New Large Renewable Procurement Process – Final Recommendations Report*, dated February 28, 2014. The final recommendations report is available on the LRP Website.

As a result of the foregoing, the Minister of Energy issued a direction to the IESO on March 31, 2014 to, *inter alia*, undertake a request for qualifications (“**LRP I RFQ**”) along with continuing to develop the LRP I RFP.



On April 24, 2014, the Minister of Energy directed the IESO to, *inter alia*, transfer 25 MW of unallocated capacity from the Hydroelectric Standard Offer Program (HESOP) Municipal Stream procurement to the 2014 Procurement Target for Waterpower, for a total 2014 Procurement Target of 75 MW for Waterpower.

On July 14, 2014, the IESO issued the LRP I RFQ to assist in identifying Qualified Applicants. Based on the responses to the LRP I RFQ, the IESO has launched this LRP I RFP seeking Proposals for Large Renewable Projects up to the Procurement Targets in order to meet the objectives set out in the LTEP and the December 16, 2013 direction from the Minister of Energy.

On November 4, 2014, the IESO announced the list of Qualified Applicants resulting from the LRP I RFQ process. In order to participate in the LRP I RFP, Qualified Applicants are invited to become Registered Proponents, as further described in Section 2.5. Only Registered Proponents will be eligible to participate in the LRP I RFP.

On November 7, 2014, the Minister of Energy directed the IESO to continue to engage with stakeholders, municipalities, industry associations and First Nation and Métis communities as it develops the LRP I RFP and to undertake the LRP I RFP process in accordance with the terms of the direction. Proposals that enable the integration of storage technology into Large Renewable Projects will be permitted under this LRP I RFP, provided that such Proposals comply with all of the requirements of this LRP I RFP and the LRP I Contract, including the pricing and dispatch requirements.

All communication with respect to this LRP I RFP will be conducted through the LRP Website, via email through LRP@ieso.ca, or otherwise as expressly provided herein.

### **1.3 General Arrangements**

Selected Proponent(s) will be required to enter into the IESO's form of LRP I Contract. In general, the LRP I Contract will require the Supplier to develop and construct the Large Renewable Project, attain Commercial Operation by the Milestone Date for Commercial Operation, and operate and maintain the Large Renewable Project during the Term in accordance with the provisions of the LRP I Contract.

A form of the LRP I Contract is available on the LRP Website. All interested participants, including Qualified Applicants and Registered Proponents, are advised to review the form of LRP I Contract in its entirety for a detailed and complete description of the parties' respective rights and obligations thereunder.

### **1.4 Participation in the Large Renewable Procurement**

To participate in the LRP I RFP, Registered Proponents must be willing to make the necessary investments to successfully plan, develop, construct and operate their Large Renewable Project(s), should they be offered an LRP I Contract following the completion of this LRP I RFP. Registered Proponents must comply with Laws and Regulations, including for greater certainty the Distribution System Code, the Transmission System Code and the Market Rules, as each may

be applicable. Registered Proponents must be aware of required approvals, including environmental approvals, which may be required prior to construction of their Large Renewable Project(s).

Registered Proponents are reminded of the important role that effective engagement with Aboriginal Communities may play in the successful planning, development and operation of their Large Renewable Project(s) and must be prepared to undertake their appropriate role in such engagements and address the interests or concerns of such communities in good faith and in compliance with Laws and Regulations.

Registered Proponents must acknowledge that there may be aboriginal and treaty rights, including aboriginal land claims, associated with the location of a Large Renewable Project or a proposed Connection Line and Registered Proponents are encouraged to seek their own legal advice. Ontario and Canada are currently negotiating the Algonquins of Ontario rights and title claim in eastern Ontario. Registered Proponents must acknowledge that any projects proposed on Crown lands that have been identified as proposed Algonquin settlement lands will require the consent of the Algonquins of Ontario. Registered Proponents may refer to the LRP Website under the program resources page for links to publicly available information about land claims currently under negotiation in Ontario.

Registered Proponents are also reminded of the essential role that effective engagement with local communities, including municipalities, may play in the successful planning, development and operation of a Large Renewable Project.

Any engagement conducted by a Registered Proponent in connection with this LRP I RFP is separate from, and in addition to, any consultations required pursuant to Laws and Regulations, including consultations with Aboriginal Communities that are required to support the Crown's duty to consult obligations, consultations with municipalities, and other consultations required pursuant to any Renewable Energy Approval or other equivalent environmental assessments, approvals or registrations.

Although the LRP and the *Green Energy and Green Economy Act, 2009* (Ontario) are intended to promote and facilitate the connection of Renewable Generating Facilities in an efficient manner, Registered Proponents are cautioned that in certain areas of the Province it is not currently economically or technically feasible to connect additional generating facilities to the Distribution System or the Transmission System. For this reason, Large Renewable Projects in these areas that are otherwise eligible to participate in the LRP may not be able to obtain an LRP I Contract following this LRP I RFP.

## 1.5 Independent Electricity System Operator

The Independent Electricity System Operator (IESO) works at the heart of Ontario's power system – ensuring there is enough power to meet the province's electricity needs in real time while also planning and securing energy for the future. It does this by: balancing the supply of and demand for electricity in Ontario through the electricity market; planning for the province's medium- and long-term energy needs and securing clean sources of supply to meet those needs.

The IESO is also responsible for fostering the development of a conservation culture in the province through programs such as saveONenergy.

The IESO is a not-for-profit corporate entity established in 1998 under the Electricity Act. It is governed by an independent board of directors whose chair and directors are appointed by the Government of Ontario. Its fees and licenses to operate are set by the OEB and it operates independently of all other participants in the electricity market.

Through amendments to the Electricity Act, the operations of the IESO and the Ontario Power Authority (OPA) were merged on January 1, 2015, bringing together real-time operations of the grid with long-term planning, procurement and conservation efforts. The amalgamated organization will continue to operate as the IESO. Any direction issued by the Minister of Energy under Sections 25.32 or 25.35 of the Electricity Act remains in full force in respect of the IESO and any reference to the predecessor IESO or the OPA in any by-law, resolution, agreement or other document, including the LRP I RFQ, will be read as if it were a reference to the IESO.

Credit ratings for the IESO have been issued by Moody's and DBRS and additional information about the IESO can be obtained from the IESO's website at [www.ieso.ca](http://www.ieso.ca).

#### **1.6 No Exclusivity**

The IESO is not obligated pursuant to this LRP I RFP to deal exclusively with a single Selected Proponent but will in all likelihood deal with one or more of the Selected Proponents at the IESO's sole and absolute discretion. In submitting a Proposal, each Registered Proponent will be deemed to have acknowledged that the IESO may contract with others in relation to any Large Renewable Project(s) or may otherwise obtain the same or similar generation projects by other means and on different terms.

## 2. LRP I RFP Process Overview

### 2.1 Overview

This LRP I RFP process is divided into two (2) parts and two (2) submissions:

I	Registration Process	Open only to Qualified Applicants and certain Control Group Members in accordance with Section 2.5
II	Proposal Submission	Open only to Registered Proponents

### 2.2 Timetable

The timetable for this LRP I RFP process (the “**Timetable**”) is set out below.

Release of final LRP I RFP, final LRP I Contract	March 10, 2015
Qualified Applicant group session	March 24, 2015
Individual Information Sessions (Qualified Applicants only)	March 24, 2015 at 2:00pm (EPT) – April 10, 2015 at 5:00pm (EPT)
Question and Comment Period begins (Qualified Applicants and Registered Proponents only)	April 13, 2015
Voluntary Termination Comment Period begins	June 12, 2015
Voluntary Termination Comment Period ends	June 30, 2015
Deadline for Issuing Addenda	July 31, 2015
Registration Deadline	August 7, 2015 at 3:00pm (EPT)
Question and Comment Period ends	August 14, 2015
Proposal Submission Deadline	September 1, 2015 at 3:00pm (EPT)
Evaluation of Proposals	September 2, 2015 – November 2015
Completion of Evaluation and Notification of Selected Proponents (target date)	November 2015 – December 2015

The IESO reserves the right to accelerate or postpone any of the dates set out above or add, eliminate, or re-order any of the steps in the Timetable. The acceleration or postponement of any date or the addition, elimination or re-ordering of any step set out in the Timetable prior to the Registration Deadline shall be made by way of notice to Qualified Applicants and Registered Proponents only. The acceleration or postponement of any date or the addition, elimination or re-ordering of any step set out in the Timetable following the Registration Deadline shall be made by way of notice to Registered Proponents only.

## 2.3 Addenda

The LRP I Documentation may be amended only by Addendum in accordance with this Section 2.3. If the IESO, for any reason, determines that it is necessary to amend or provide additional information relating to the LRP I Documentation, such information will be communicated by posting an Addendum on the LRP Website, and by way of notice to: (i) on or prior to the Registration Deadline, Qualified Applicants and Registered Proponents only; and (ii) following the Registration Deadline, Registered Proponents only, on or prior to the Deadline for Issuing Addenda. Each Addendum will be deemed to form an integral part of the LRP I Documentation.

Each Addendum may contain important information, including significant changes to the LRP I Documentation, and Qualified Applicants and Registered Proponents are responsible for visiting the LRP Website as often as is necessary to ensure that they obtain all Addenda and other notices issued by the IESO from time to time.

Registered Proponents must confirm their receipt of all of the Addenda issued by the IESO in the Prescribed Form – Registered Proponent Declarations.

### 2.3.1 Post-Deadline Addenda

If any Addendum is issued after the Deadline for Issuing Addenda, the IESO may, but is not obligated to, extend the Registration Deadline, the Proposal Submission Deadline, or both for a reasonable amount of time having regard to the circumstances.

## 2.4 Individual Information Sessions

Each Qualified Applicant is entitled to one (1) private individual information session (each an “**Individual Information Session**”), which will have a maximum duration of one (1) hour. Qualified Applicants will be permitted to bring up to five (5) individuals, inclusive of any advisors, to the meeting in-person. All meeting attendees attending on behalf of the Qualified Applicant must attend the meeting in-person. All Individual Information Sessions, other than those to be held on March 24, 2015, will be held at the IESO’s offices between 9:00am and 5:00pm EPT on Business Days in the timeframe set out in the Timetable. Failure by a Qualified Applicant to schedule or attend a scheduled Individual Information Session shall not give rise to any obligation on the part of the IESO to schedule another Individual Information Session for any such Qualified Applicant.

The purpose of the Individual Information Session is to provide the Qualified Applicant with an opportunity to meet with the IESO project team and to discuss this LRP I RFP process, the form of LRP I Contract, and, on a confidential basis, the technical elements of any of its Large Renewable Project(s). The Individual Information Sessions are being offered only to Qualified Applicants and only as an aid to their understanding of this LRP I RFP and the form of LRP I Contract. Qualified Applicants can provide input and comments, as well as ask questions. The IESO may not be in a position to immediately answer any questions asked. However, the IESO may provide answers by summarizing and posting all questions and their responses in a generic, anonymous manner on the LRP Website. Aside from the foregoing, no statement, consent, waiver, acceptance, approval or anything else said or done in the Individual Information Sessions shall amend or waive any provision of the LRP I RFP or be binding upon the IESO or be relied upon by a Qualified Applicant, except and only to the extent expressly confirmed by Addendum.

Qualified Applicants are advised that the final LRP I RFP and final LRP I Contract supersede all discussions of any kind whatsoever between the IESO and Qualified Applicants, including any responses which the IESO has provided on the LRP Website.

With respect to scheduling the Individual Information Sessions, Qualified Applicants should indicate three (3) timing preferences via email to LRP@ieso.ca. All scheduling requests must be sent from the individual identified as the “Primary Contact” in the Qualified Applicant’s Qualification Submission, or as otherwise agreed to by the IESO, and must include a contact name, email address and phone number.

The protocol and rules for the Individual Information Sessions are as follows:

- (a) The Individual Information Sessions are solely for clarification purposes and are not an approval or pre-vetting activity, including but not limited to the Proposal(s) and the Large Renewable Project(s). No “sales” presentations or pitches will be permitted.
- (b) The IESO will not render any opinion on any Large Renewable Project or any Proposal. Any statement made by the IESO or its representatives is not, and shall not be deemed or considered to be, an indication of preference or a rejection of anything said or done by a Qualified Applicant or its representatives.
- (c) No discussion will be permitted with respect to matters dealing with the price submission for a Large Renewable Project, in particular the Proposal Price Statement, with the exception of questions relating to terms and conditions in the LRP I Contract affecting financial considerations.
- (d) There will be no verbatim recording of the Individual Information Sessions. The IESO and the Qualified Applicants may record notes for their own purposes; however no distribution of any notes between the IESO and the Qualified Applicant will be permitted.
- (e) All IESO attendees will not be evaluators for the LRP I RFP.

- (f) Any new information provided by the IESO to a Qualified Applicant will be made available to all Qualified Applicants via the LRP Website.
- (g) The IESO has the right to make public any changes or new information resulting from the Individual Information Sessions that affect Qualified Applicants or Registered Proponents. Such changes or new information will be posted on the LRP Website in the form of generic anonymous questions and responses, as well as via Addenda, if required.
- (h) Neither the IESO or a Qualified Applicant is under any obligation to provide answers.
- (i) The IESO or Qualified Applicant can provide handouts or visual aids but they will be returned to the originating party at the end of the Individual Information Session.
- (j) The Fairness Advisor will monitor all Individual Information Sessions and report on the conduct of those sessions at the conclusion of the LRP I RFP process.

If a Qualified Applicant participates in an Individual Information Session, it shall do so in accordance with the requirements, protocol and rules stipulated in this LRP I RFP. Each Qualified Applicant waives any and all rights to contest and/or protest this LRP I RFP and the processes and protocols set out herein, including Individual Information Sessions, based on the fact that such Individual Information Sessions occurred or on the basis that information may have been received during an Individual Information Session by another Person that was not received by the Qualified Applicant.

The protocol and rules for the Individual Information Sessions may be varied in the sole discretion of the IESO.

## 2.5 Registration Process

To submit a Proposal in response to this LRP I RFP, a Qualified Proponent that is eligible and is capable of entering into legally binding commitments must qualify as a Registered Proponent and must, prior to the Registration Deadline:

- (a) complete and submit the Prescribed Form – Registration Form; and
- (b) provide the non-refundable “**Registration Fee**” of \$10,000 plus HST.

The Registration Fee must be paid by a certified cheque, bank draft or money order payable to “Independent Electricity System Operator” or, if the full name will not fit on the particular instrument, “IESO”. No other forms of payment will be accepted. It is the responsibility of each Qualified Proponent to determine what, if any, fees may be associated with the payment of the Registration Fee (including, without limitation, all banking or transfer fees) and to pay such fees. The IESO’s HST license number is 87051 3959 RT0001. Subject to the circumstances provided herein, the Registration Fee is not refundable under any other circumstances including but not limited to circumstances where a Registered Proponent decides to withdraw from the LRP I RFP process, or under any circumstances in which the IESO rejects or does not select a Proposal. For



greater certainty, this includes circumstances where a Registered Proponent decides not to submit a Proposal under this LRP I RFP.

Registration Fees will be refunded in accordance with the circumstances specified herein including Section 2.5.3 or in the event that the IESO exercises its reserved right to cancel this LRP I RFP in accordance with Subsections 4.14(12) or 4.14(13).

Each Prescribed Form – Registration Form and Registration Fee applies in respect of a single Large Renewable Project. If more than a single Large Renewable Project is proposed, a Qualified Applicant or Qualified Proponent, as applicable, must submit a separate Prescribed Form – Registration Form and Registration Fee for each Large Renewable Project.

A Qualified Applicant must determine whether or not it will use a Special Purpose Entity as its Qualified Proponent to undertake a Large Renewable Project prior to becoming a Registered Proponent. Qualified Applicants creating a Special Purpose Entity for a Large Renewable Project are permitted to add partners provided the Qualified Applicant maintains Control of the Qualified Proponent.

Only a Registered Proponent will be eligible to submit a Proposal under this LRP I RFP and, if selected, enter into an LRP I Contract.

### **2.5.1 Registration Requirements**

A Qualified Proponent must meet the following requirements to qualify as a Registered Proponent.

- (a) Neither the status of ‘Qualified Applicant’ nor any of the rights, interests or obligations of a Qualified Applicant may have been assigned by the Qualified Applicant.
- (b) No change of Control of a Qualified Applicant shall be permitted following the Qualification Submission Deadline and prior to and including the Registration Deadline, except with the prior written consent of the IESO, which consent may be withheld in the IESO’s sole and absolute discretion.
- (c) Only a Qualified Proponent may become a Registered Proponent.
- (d) A Qualified Proponent will only be permitted to become a Registered Proponent in respect of the specific type(s) of Renewable Fuel(s) for which the Qualified Applicant met the mandatory requirements under the LRP I RFQ.
- (e) A Qualified Proponent will not be permitted to become a Registered Proponent for a Large Renewable Project which increases the aggregate number of MW relating to a specific type of Renewable Fuel by more than twenty per cent (20%) above the aggregate number of MW relating to that Renewable Fuel for which the Qualified Applicant met the mandatory requirements under the LRP I RFQ. The IESO will retain the Registration Fee but will reject Prescribed Form – Registration Form(s) in reverse order of priority to ensure that this requirement is met. If a Registered Proponent does not indicate a ranked



priority on the Prescribed Form – Registration Form, the IESO will reject Prescribed Form – Registration Form(s) beginning with the lowest Contract Capacity first. If two (2) or more Prescribed Form – Registration Forms have the same Contract Capacity the IESO will prioritize rejection between the Prescribed Form – Registration Forms using a random draw.

- (f) A Qualified Proponent will not be permitted to increase the aggregate number of MW relating to a specific type of Renewable Fuel if such increase in MW causes the Development Experience category set out in Appendix B to increase such that the requirements are higher than the Development Experience category for which the Qualified Applicant met the Development Experience requirements in Section 3.3.1.1 of the LRP I RFQ. The IESO will retain the Registration Fee and reject Prescribed Form – Registration Form(s) in reverse order of priority to ensure this requirement is met. If a Registered Proponent does not indicate a ranked priority on the Prescribed Form – Registration Form, the IESO will reject Prescribed Form – Registration Form(s) beginning with the lowest Contract Capacity first. If two (2) or more Prescribed Form – Registration Forms have the same Contract Capacity the IESO will prioritize rejection between the Prescribed Form – Registration Forms using a random draw.
- (g) If a Qualified Applicant or its Control Group Member is a transmitter or distributor of electricity with rates regulated pursuant to Section 78 of the *Ontario Energy Board Act, 1998* or a generator prescribed by regulation to receive payments from the IESO pursuant to Section 78.1 of the *Ontario Energy Board Act, 1998* (each, a “**Rate Regulated Utility**”):
  - (i) the Qualified Proponent associated with such Rate Regulated Utility must not be a Rate Regulated Utility;
  - (ii) the Qualified Proponent associated with such Rate Regulated Utility may be a Special Purpose Entity; and
  - (iii) the Qualified Proponent must certify in its Proposal that it and the Rate Regulated Utility complies with, and the Proposal was completed in a manner that complies with, the provisions of Exhibit G of the LRP I Contract.
- (h) A Qualified Proponent will not be permitted to become a Registered Proponent where such Qualified Proponent is acting in the capacity of a trustee of a trust.

### 2.5.2 Registration Submission

Each Qualified Applicant must submit one (1) package to the IESO prior to the Registration Deadline which includes all of the Prescribed Form – Registration Form(s) and Registration Fee(s) for all of the Qualified Proponent(s) and Large Renewable Project(s) associated with the Qualified Applicant. In addition, each Qualified Applicant should submit one (1) unsigned but otherwise complete electronic version of each of the Prescribed Form – Registration Form(s) saved in Microsoft Word format on a CD/DVD-ROM or flash drive included in the same

package. In the event of a conflict or inconsistency between the electronic version of a Prescribed Form – Registration Form and the hard copy version of such Prescribed Form – Registration Form, the hard copy shall prevail.

Each Prescribed Form – Registration Form and associated Registration Fee must be submitted together in a sealed envelope separate from all other Prescribed Form – Registration Form(s) and Registration Fee(s) submitted as part of a Qualified Applicant’s package prior to the Registration Deadline.

The Prescribed Form – Registration Form must identify the Qualified Proponent, its relationship to the Qualified Applicant and information with respect to the Large Renewable Project.

The package containing all completed Prescribed Form – Registration Form(s) and Registration Fee(s) associated with the Qualified Applicant must be delivered to the IESO at the address specified below before the Registration Deadline indicated in the Timetable.

Independent Electricity System Operator  
120 Adelaide Street West  
Suite 1600  
Toronto, Ontario, M5H 1T1  
**Attention: LRP I RFP Registration**

The onus remains solely with the Qualified Proponent to instruct courier and delivery personnel to deliver the Prescribed Form – Registration Form(s) and Registration Fee(s) to the specified location by the Registration Deadline. For the avoidance of doubt, the IESO will not be responsible for late deliveries or deliveries to the incorrect location.

Qualified Proponents who have submitted a Prescribed Form – Registration Form and Registration Fee will be notified of their status in writing within ten (10) Business Days after the Registration Deadline. Qualified Proponents who successfully register as Registered Proponents will be issued a Registration Confirmation by the IESO.

The IESO may request written clarification or the submission of supplementary written information from any Qualified Proponent and incorporate any response to that request for clarification into the Prescribed Form – Registration Form for that Qualified Proponent.

### **2.5.3 Registration Amendment or Withdrawal**

At any time prior to the Registration Deadline, a Qualified Proponent may amend a submitted Prescribed Form – Registration Form by first withdrawing the submitted Prescribed Form – Registration Form and second submitting an amended Prescribed Form – Registration Form, both in accordance with this Section 2.5. Subject to the IESO’s right under Subsection 4.14(2) to incorporate a Registered Proponent’s response to a request for clarification into a Proposal, Qualified Proponents will not be permitted to amend a Prescribed Form – Registration Form after the Registration Deadline has passed.

At any time prior to the Proposal Submission Deadline, a Qualified Proponent may withdraw a submitted Prescribed Form – Registration Form by emailing notice of such withdrawal in the Prescribed Form – Proposal Amendment or Withdrawal to LRP@ieso.ca. If a Registered Proponent withdraws a Prescribed Form – Registration Form the Registered Proponent must also withdraw the Proposal related to the Prescribed Form – Registration Form. If a Qualified Proponent withdraws a Prescribed Form – Registration Form prior to the Proposal Submission Deadline, the IESO will not process the Prescribed Form – Registration Form or the associated Proposal and will return the applicable Proposal Security to the Qualified Proponent using the information set out in the Prescribed Form – Registration Form.

If a Qualified Proponent withdraws a Prescribed Form – Registration Form prior to the Registration Deadline and the Qualified Proponent does not submit an amended Prescribed Form – Registration Form prior to the Registration Deadline, then the IESO will refund the Registration Fee associated with the withdrawn and unamended Prescribed Form – Registration Form within thirty (30) days of the IESO’s acceptance of the Prescribed Form – Proposal Amendment or Withdrawal.

After the Proposal Submission Deadline, a Qualified Proponent may not amend or withdraw a Prescribed Form – Registration Form, although the Evaluation Team may request further clarification, information, statements or documentation.

#### **2.5.4 Publication of Registration Information**

Notwithstanding anything to the contrary in Section 2.10, the IESO intends to post some or all of the information included in the Prescribed Form – Registration Form on the LRP Website subsequent to providing the status notification under this Section 2.5 to all Registered Proponents.

### **2.6 Communications**

#### **2.6.1 Review of LRP I Documentation and Question and Comment Period**

The LRP I Documentation and any related documentation will be accessible via the LRP Website. The IESO invites questions and comments from all Qualified Applicants and Registered Proponents regarding the information provided in the LRP I Documentation and any related documentation and expressly reserves the right, in its sole and absolute discretion, to make changes to the LRP I Documentation and any related documentation on or before the Deadline for Issuing Addenda to the LRP I RFP set out in Section 2.2, including changes that reflect questions and comments received from Qualified Applicants and Registered Proponents. Qualified Applicants and Registered Proponents should promptly examine all such documentation and:

- (a) report any errors, omissions or ambiguities; and
- (b) send to the IESO any questions they may have regarding the LRP I Documentation and any related documentation;

by email to LRP@ieso.ca on or before the end of the Question and Comment Period specified in the Timetable. The IESO intends to respond to questions and comments in the manner described on the LRP Website.

Questions and comments submitted before the Registration Deadline should come from either the Primary Contact or the Secondary Contact listed in the Qualification Submission. Questions and comments submitted after the Registration Deadline may also be submitted by the Primary Contact and Secondary Contact listed in the Prescribed Form – Registration Form.

Questions, comments and responses relating to the LRP I Documentation and any related documentation may be posted on the LRP Website, but the identity of any party asking any question or making any comment will not be revealed. Any information which may identify a project or the identity of any Qualified Applicant or Registered Proponent, which has not otherwise been disclosed will be redacted and will not be revealed. It is the responsibility of any Qualified Applicant or Registered Proponent to submit questions or comments on any matter that it considers to be unclear. The IESO shall not be responsible for any misunderstanding or difference in interpretation on the part of any Qualified Applicant or Registered Proponent concerning any aspect of the LRP I Documentation or any related documentation.

In addition, any Qualified Applicant or Registered Proponent may contact the IESO at any time during this procurement process in connection with a procedural matter by sending an email to LRP@ieso.ca. This email account will be monitored by representatives of the IESO, an acknowledgement of receipt of each email will be sent within a reasonable period of time after it has been received, and an IESO representative may respond to any such inquiry and/or make such email and its response public by posting them on the LRP Website without revealing the identity of the person making such inquiry.

### **2.6.2 Voluntary Termination Comment Period**

Changes to the Voluntary Termination provisions will be accessible via the LRP Website during the Voluntary Termination Comment Period. The IESO invites comments from interested parties regarding the changes to the Voluntary Termination provisions only and expressly reserves the right, in its sole and absolute discretion, to make changes to the LRP I Documentation on or before the Deadline for Issuing Addenda to the LRP I RFP set out in Section 2.2, including changes that reflect comments received from interested parties.

The IESO will accept from interested parties written comments sent by email to LRP@ieso.ca with the subject “LRP I RFP Voluntary Termination Comment Period” on or before the end of the Voluntary Termination Comment Period specified in the Timetable. No other form of communication will be accepted.

For greater clarity, the changes to the Voluntary Termination provisions are published in draft for comment only and do not, on their own, constitute an Addendum.

### 2.6.3 Prohibited Communications

The IESO does not wish to prevent essential or appropriate communications for the purposes of electrical connection (including assessing connection availability or conducting feasibility studies), Site selection and control, community engagement or support, engagement of and partnerships with Aboriginal Communities, permitting, licensing, engineering and project planning and development, equipment supply, regulatory compliance (including compliance with the Market Rules) and compliance with the requirements of this LRP I RFP (including compliance with the Mandatory Requirements contained herein) (collectively, the “**Permitted Purposes**”). Therefore, Qualified Applicants and Registered Proponents are advised that the following communications rules apply with respect to this LRP I RFP:

- (a) Communications must be only for the Permitted Purposes and for no other purposes.
- (b) Permitted communications include communications with MPPs, government officials, Aboriginal Communities, mayors, municipal officials, municipal administrative staff, the media, regulatory officials or the management or staff of the IESO, OEB, any Transmitter or any LDC or other members of the public, for the Permitted Purposes and for no other purposes.
- (c) Communications may not be for the purposes of:
  - (i) obtaining or attempting to obtain an unfair advantage in respect of the LRP I RFP or other stage of this or any other IESO procurement process;
  - (ii) influencing or attempting to influence the outcome of the LRP I RFP or other stage of this or any other IESO procurement process;
  - (iii) influencing or attempting to influence government officials, Aboriginal Communities, regulatory officials or the management or staff of the IESO, OEB, any Transmitter, or any LDC with respect to changes to laws, regulations, rules, policies, or guidelines (including the Market Rules) directly or indirectly affecting the LRP I RFP, but excluding applications for permits, approvals or technical arrangements;
  - (iv) making comparisons between its Large Renewable Project(s) and the Large Renewable Project(s) of other Qualified Applicants, Qualified Proponents or Registered Proponents;
  - (v) denying any other Qualified Applicant, Qualified Proponent or Registered Proponent fair, open and impartial consideration; or
  - (vi) impairing or attempting to impair confidence of the public or any governmental official in the process or outcome of this LRP I RFP or any other stage of this procurement process

(collectively, the “**Excluded Purposes**”).

- (d) The onus shall be on a Qualified Proponent or Registered Proponent to demonstrate that any communications by it or any other member of its Proponent Team in relation to this LRP I RFP that have not been promptly and publicly disclosed (whether on the Qualified Applicant's website, the Large Renewable Project Website or otherwise) were not communications for Excluded Purposes.
- (e) Communication for any Excluded Purposes shall be and is hereby expressly excluded from the Permitted Purposes.
- (f) Communications with any member of the IESO's board of directors or the Evaluation Team, other than as expressly provided in this LRP I RFP, would be considered to be communications for Excluded Purposes. Qualified Applicants or Registered Proponents communicating for Permitted Purposes shall not during such communications carry out communications for Excluded Purposes.
- (g) Submitting written comments on the Voluntary Termination provisions in accordance with Section 2.6.2 of this LRP I RFP shall be a Permitted Purpose, and shall not constitute an Excluded Purpose.

If a Qualified Applicant or Registered Proponent or any member of a Proponent Team has any questions regarding the appropriateness of specific communications, they are advised to seek clarification from the IESO via the email address: LRP@ieso.ca.

The IESO shall have the right to request and obtain from a Qualified Applicant or Registered Proponent, and the Qualified Applicant or Registered Proponent shall if so requested promptly provide to the IESO, information regarding the appropriateness of any communications by such Qualified Applicant or Registered Proponent or any other member of its Proponent Team after the issuance of this LRP I RFP. The Qualified Applicant or Registered Proponent shall provide all information reasonably necessary or appropriate to allow the IESO to assess whether such communications are or were for Permitted Purposes or Excluded Purposes.

In cases of breach of the foregoing communications rules, the IESO may, in its sole and absolute discretion, without any liability, cost or penalty, and in addition to any other remedies available to it at law, revoke the status of a Qualified Applicant, Registered Proponent or Selected Proponent as such (without any refund of the Registration Fee), and reject any Proposal proposed to be submitted or actually submitted by a Registered Proponent or Selected Proponent.

No Qualified Applicant or Registered Proponent or any other member of its Proponent Team shall engage or have engaged in any activity or communication that would constitute a Conflict of Interest or shall engage in any activity or communication that results in collusion or a violation of any of the civil or criminal provisions of the *Competition Act* (Canada).

## **2.7 Proposal Preparation and Submission**

- (a) Only a Registered Proponent may submit a Proposal.



- (b) A Registered Proponent may submit a Proposal for each Large Renewable Project it registered pursuant to Section 2.5 of this LRP I RFP.
- (c) Registered Proponents are responsible for ensuring that the Proposals are complete in every respect and in compliance with the LRP I RFP.
- (d) Registered Proponents must structure their Proposals in accordance with the instructions in the LRP I RFP.
- (e) Where information is requested in the LRP I RFP, any response made in a Proposal should reference the applicable Section numbers of the LRP I RFP where such request is made.
- (f) Prescribed Forms and Prescribed Templates submitted with the Proposal must substantially comply with the instructions attached to such form or template, including, as applicable, the attachment of any substantiating evidence or documents specified in the Prescribed Form or Prescribed Template.
- (g) Apart from the completion of any blanks, bullets or similar uncompleted information in the Prescribed Forms and Prescribed Templates, a Registered Proponent may not make amendments to the pre-printed wording of the Prescribed Forms and Prescribed Templates, except that words between square brackets (i.e. “[” and “]”) in Prescribed Templates are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body.
- (h) The Prescribed Forms and Prescribed Templates are available on the LRP Website. Unless otherwise expressly permitted on the LRP Website, Registered Proponents must use the most current version of the Prescribed Forms and Prescribed Templates available on the LRP Website. The use of a draft version of a Prescribed Form or Prescribed Template will not be accepted.
- (i) Any amendments made to the Prescribed Forms or Prescribed Templates, whether on the face of such forms or contained elsewhere in the Proposal, may result in the rejection of the Proposal or otherwise may be taken into consideration in the evaluation of the Proposal.
- (j) All Prescribed Forms and Prescribed Templates must be signed by a director, officer or other person who has the authority to bind the Registered Proponent if required in the applicable Prescribed Form or Prescribed Template.
- (k) Certain Prescribed Forms are, or contain, declarations. The onus is solely on Registered Proponents to conduct all investigations and verifications necessary, including any investigations required of any member(s) of the Proponent Team, necessary to confirm that each of the statements set out in the declarations can be made.
- (l) If the IESO determines in its sole and absolute discretion that any matter declared is not materially true and correct, then the Proposal may be rejected and the IESO may, in

addition to any other remedies available at law or in equity, draw upon the Proposal Security.

- (m) In instances where there are discrepancies or inconsistencies between the declarations in the Prescribed Forms and those in the Proposal, the declarations in the Prescribed Forms shall prevail over any of the declarations made by the Registered Proponent in the Proposal.
- (n) If a Registered Proponent submits Proposals for more than one Large Renewable Project, the Registered Proponent must ensure it complies with the communications requirements set forth in Section 2.6.3 of this LRP I RFP for each Proposal.

### 2.7.1 Proposal Requirements

- (a) To be considered, a Proposal must be received by no later than the Proposal Submission Deadline at the following address:

Independent Electricity System Operator  
120 Adelaide Street West  
Suite 1600  
Toronto, ON M5H 1T1  
**Attention: LRP I RFP**

- (b) The onus remains solely with the Registered Proponent to instruct courier and delivery personnel to deliver the Proposal to the specified location by the Proposal Submission Deadline. For the avoidance of doubt, the IESO will not be responsible for late deliveries or deliveries to the incorrect location.
- (c) Any Proposal arriving after the Proposal Submission Deadline will not be considered and will be returned unopened to the Registered Proponent.
- (d) Each Proposal (including the Proposal Security and the Proposal Price Statement) must be separately submitted in a sealed package containing all necessary materials.
- (e) A Registered Proponent must submit one (1) original hard copy of its Proposal which should be prominently marked “**Original Copy**”, five (5) additional collated copies of its Proposal, and one (1) electronic version of the Proposal provided on a CD/DVD-ROM or flash drive. All copies of the Proposal, including the electronic version, must include every document in the Proposal. The electronic version of the Proposal must include a copy, saved in Microsoft Excel format, of the Prescribed Form – Proposal Workbook. The electronic version should be electronically searchable. In the event of a conflict or inconsistency between the information contained in the Original Copy and the information contained in any additional copies or the electronic version of the Proposal, the Original Copy shall prevail. For clarity, only one (1) original hard copy of the Proposal Security and one (1) original hard copy of the Proposal Price Statement must be included in the Proposal package. Additional copies of the Proposal Security and the



Proposal Price Statement must not be included in the additional collated copies or electronic version of the Proposal.

- (f) The Proposal Return Label, attached as Appendix C, should be completed and affixed to the outside of the sealed package. In addition to the Proposal Return Label, the outside of the sealed package should also have the word “**Proposal**” prominently marked with the “**LRP I RFP**” title as set out on the cover page of this LRP I RFP. The full legal name of the Registered Proponent and its return address should also appear on the outside of the sealed package.
- (g) Each Registered Proponent is encouraged to include an “**Executive Summary**” in its Proposal. The Executive Summary, if included, may be considered by the IESO in assessing the requirements under this LRP I RFP. An Executive Summary, if included, should not exceed five (5) pages in length and should summarize information about the Large Renewable Project and the Proponent Team. The Executive Summary may include information that a Registered Proponent wishes to bring to the attention of the IESO including, but not limited to, a description of how the Proposal has complied with the Completeness Requirements, Mandatory Requirements, and Rated Criteria requirements.
- (h) Each Registered Proponent should include within the Proposal all of the material and information that the Evaluation Team will need to review to evaluate the Proposal pursuant to this LRP I RFP. The Evaluation Team is under no obligation to refer to material or information that is referred to but is not included directly in the Proposal. This shall not limit the Evaluation Team’s ability to validate material included within the Proposal or to conduct further due diligence, if required.
- (i) All submitted Proposals become the property of the IESO and shall not be returned to the Registered Proponent.
- (j) The Proposal must be in English only, and should be typed (single spaced, using Times New Roman 11 point font) on both sides of 8.5 x 11 inch paper, and all pages should be numbered sequentially. The Proposal should be collated and organized in a user-friendly manner by using dividers or tabs, containing detailed responses and referencing any attached supporting documentation.
- (k) The Proposal must meet the Completeness Requirements outlined in Section 3.1 and must include:
  - (i) One (1) original hard copy of its Proposal Security which must be contained in a separate envelope marked “**Proposal Security**”.
  - (ii) One (1) original hard copy of its Proposal Price Statement which must be contained in a separate, opaque and sealed envelope marked “**Proposal Price Statement**”.

The additional envelopes for the Proposal Security and the Proposal Price Statement should clearly state the Registered Proponent's name and the name of the Large Renewable Project and be included in the Proposal package.

### 2.7.2 Amending or Withdrawing Proposals

At any time prior to the Proposal Submission Deadline, a Registered Proponent may amend a submitted Proposal. Any amendment to a Proposal should clearly indicate what part of the Proposal the amendment is intending to affect or replace. A Registered Proponent may make an amendment to a Proposal by emailing notice of such amendment in the Prescribed Form – Proposal Amendment or Withdrawal to LRP@ieso.ca and the Registered Proponent must submit an original hard copy of the Prescribed Form – Proposal Amendment or Withdrawal as well as any hard copy evidence/material which are to supplement or replace materials that have already been submitted, which should be prominently marked “**Original Copy**”. The Registered Proponent must also submit five (5) additional collated copies of the hard copy evidence/material which are to supplement or replace materials that have already been submitted, and one (1) electronic version of such hard copy evidence/material provided on a CD/DVD ROM or flash drive, which together with the Original Copy must be received no later than the Proposal Submission Deadline at the address set out in Section 2.7.1 above. Subject to the IESO's right under Subsection 4.14(2) to incorporate a Registered Proponent's response to a request for clarification into a Proposal, Registered Proponents will not be permitted to amend a Proposal after the Proposal Submission Deadline has passed.

At any time prior to the Proposal Submission Deadline, a Registered Proponent may withdraw a submitted Proposal. A Registered Proponent may withdraw a Proposal by emailing notice of such withdrawal in the Prescribed Form – Proposal Amendment or Withdrawal to LRP@ieso.ca. If a Registered Proponent withdraws a Proposal prior to the Proposal Submission Deadline, the IESO will not process the Proposal and will return the applicable Proposal Security to the Registered Proponent using the information set out in the Proposal Return Label.

After the Proposal Submission Deadline, a Registered Proponent may not amend or withdraw its Proposal, although the Evaluation Team may request further clarification, information, statements or documentation.

### 2.7.3 Irrevocability

Proposals shall be irrevocable in the form submitted by the Registered Proponent for one hundred and twenty (120) days from the Proposal Submission Deadline (the “**Period of Irrevocability**”).

If the IESO wishes to extend the Period of Irrevocability, the IESO shall submit a request prior to the expiry of the one hundred and twenty (120) days to those Registered Proponents whose Proposals are, at the time of the request, still being considered in the evaluation process. A Registered Proponent may, in its discretion, refuse to extend the Period of Irrevocability and notify the IESO of such intent within five (5) Business Days after such request is made.

If a Registered Proponent refuses to extend the Period of Irrevocability, the Registered Proponent's Proposal shall continue to be irrevocable in accordance with the original Period of Irrevocability.

If the IESO determines that it will be unable to award LRP I Contracts prior to the expiration of the original Period of Irrevocability, and has requested that Registered Proponent agree to an extension of the Period of Irrevocability, it will, after the expiration of the original one hundred and twenty (120) day period, cease to consider the Proposal(s) of a Registered Proponent who has refused the IESO's request to extend the original Period of Irrevocability. The IESO will continue to evaluate Proposals of those Registered Proponents who have consented to an extension to the original Period of Irrevocability and, in its absolute discretion, award LRP I Contract(s) only to such remaining Registered Proponents that are successful through the LRP I RFP process.

#### **2.7.4 Changes to the Large Renewable Project**

No material changes to the Large Renewable Project set forth by the Registered Proponent in the Registration Process (i.e. the Renewable Fuel, Contract Capacity, and proposed location) will be permitted between the Registration Deadline, the Proposal Submission Deadline and, subject to Section 3.4.6, the execution of the LRP I Contract without the prior written consent of the IESO, which consent may be withheld in the IESO's sole and absolute discretion. For clarity, the IESO will withhold its consent where such changes would in the opinion of the IESO result in: (i) a Site that is no longer located within the Local Municipality(ies), First Nation Lands, Unorganized Territory, or Crown lands identified by the Registered Proponent during the Registration Process; (ii) a Renewable Fuel that differs from the Renewable Fuel identified by the Registered Proponent during the Registration Process; or (iii) a Contract Capacity that differs from the Contract Capacity identified by the Registered Proponent during the Registration Process. Notwithstanding the foregoing, a Registered Proponent may decrease the Contract Capacity identified by the Registered Proponent during the Registration Process prior to the Proposal Submission Deadline without the prior written consent of the IESO. Except as expressly provided above, any changes made without the prior written consent of the IESO may result in rejection of the Proposal.

#### **2.8 Notification and Selected Proponents**

The IESO will publish a list of Selected Proponents and their respective Large Renewable Projects on the LRP Website and will notify each Selected Proponent in writing of its selection. Each Selected Proponent must:

- (a) submit its Completion and Performance Security within ten (10) Business Days of the date of such notification, and at least two (2) Business Days prior to the delivery of the executed LRP I Contract; and
- (b) sign and deliver to the IESO, the LRP I Contract in the form circulated by the IESO within twenty (20) Business Days of such notification.

Should a Selected Proponent fail to deliver either (a) the Completion and Performance Security; or (b) the executed LRP I Contract within the required timeframe, the IESO may disqualify such Selected Proponent, reject its Proposal, and may select another Registered Proponent in its place. If a Selected Proponent fails to deliver the Completion and Performance Security and/or the executed LRP I Contract, the IESO shall be entitled to draw upon the Proposal Security.

The IESO will notify all Registered Proponents who do not become Selected Proponents of their status in writing. Subsequently, the IESO may make further public announcements of the Selected Proponents and their respective Large Renewable Projects.

Notwithstanding anything to the contrary in this Section 2.8, Selected Proponents that reject an awarded LRP I Contract because of the loss of access to overlapping Grid Cells as described in Subsection 3.2.8(c), will have their Proposal Security returned in accordance with Section 4.5.

## 2.9 Debriefing

Registered Proponents who did not become Selected Proponents may request a debriefing after being notified of their status. The IESO will hold a single debriefing meeting for each Registered Proponent in which they can discuss any of their rejected Proposals. Requests must be made in writing through the LRP@ieso.ca email address and must be made within thirty (30) days of such notification. The intent of the debriefing session is to assist the Registered Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not offered for the purpose of providing an opportunity to challenge this LRP I RFP procurement process.

## 2.10 Confidentiality

Information provided by a Registered Proponent, including information in any Proposal, is subject to, and may be released in accordance with, the provisions of FIPPA. If a Registered Proponent wishes to assert that certain portions of the Proposal contain proprietary or confidential information, the confidentiality of which is to be maintained by the IESO, then those portions of the Proposal must be clearly marked as “**Proprietary and Confidential**” by the Registered Proponent. If no corresponding information is identified as “**Proprietary and Confidential**”, the Registered Proponent will be automatically deemed to have certified to the IESO that no portion of the Proposal contains proprietary or confidential information for which confidentiality is to be maintained by the IESO.

Registered Proponents should clearly understand that despite marking certain portions of the Proposal as “**Proprietary and Confidential**”, the IESO may be required to disclose some or all of that information, where that information is not protected from disclosure through an exemption in FIPPA or other applicable legislation. Registered Proponents should not assume that such an exemption is available.

The IESO shall not be required to maintain the confidentiality of any such information that:

- (a) is or becomes generally available to the public without fault or breach on the part of the IESO or its advisors of any duty of confidentiality owed by the IESO and its advisors to the LRP I Party or to any third party;
- (b) the IESO and its advisors can demonstrate had been rightfully obtained by the IESO or its advisors, without any obligation of confidence, from a third party who had the right to transfer or disclose such information to the IESO and its advisors free of any obligation of confidence;
- (c) the IESO and its advisors can demonstrate had been rightfully known by, or in the possession of, the IESO and its advisors at the time of disclosure, free of any obligation of confidence when disclosed; or
- (d) has been independently developed by the IESO and its advisors.

A Registered Proponent shall treat its Proposal as confidential and it must not be disclosed by the Registered Proponent without the prior written authorization of the IESO other than to its Proponent Team, provided that the Registered Proponent obtains similar confidentiality commitments from its Proponent Team until the conclusion of the LRP I RFP and selection of the Selected Proponents, if any.

Proposals will, as necessary, be disclosed on a confidential basis to the Evaluation Team, the Government of Ontario (including all ministries of the Government of Ontario), Hydro One, the Fairness Advisor, and IESO's counsel retained in connection with this LRP I RFP and in the evaluation of the Proposals. For example, the Proposal may be disclosed on a confidential basis to the MNRF for the purposes of administering the Crown Land Site Report process.

Each Registered Proponent irrevocably authorizes and consents to a relevant Transmitter and an applicable LDC releasing, disclosing, providing, delivering and otherwise making available to the IESO or its agents, successors and assigns, any and all such information relating to connections, proposed connections, meters, meter data pertaining to a proposed or contracted Large Renewable Project, an LDC account or metered market participant account (as applicable) of the Registered Proponent or Large Renewable Project as the IESO, its agents, successors or assigns may advise is required in connection with the evaluation and administration of a Proposal under this LRP I RFP.

For greater clarity, each Registered Proponent irrevocably authorizes and consents to any representative of the IESO releasing, disclosing, providing, delivering and otherwise making available to other representatives of the IESO, any and all such information relating to connections, proposed connections, meters, meter data pertaining to a proposed or contracted Large Renewable Project, an LDC account or metered market participant account (as applicable) of the Registered Proponent or Large Renewable Project as the IESO or its representatives may advise is required in connection with the evaluation and administration of a Proposal under this LRP I RFP.

All information provided by or obtained from the IESO in any form in connection with this LRP I RFP process other than through the LRP Website is the sole property of the IESO and must be treated as confidential, and:

- (i) is not to be used for any purpose other than replying to this LRP I RFP;
- (ii) must not be disclosed without the prior written authorization of the IESO and must not be disclosed by the Qualified Applicant or Registered Proponent without the prior written authorization of the IESO other than to its Proponent Team, provided that the Qualified Applicant or Registered Proponent obtains similar confidentiality commitments from its Proponent Team; and
- (iii) shall be returned by the LRP I Party to the IESO immediately upon the request of the IESO.

### 3. Evaluation

The evaluation of Proposals will be conducted by the IESO in the following distinct Stages:

**Stage 1 – Completeness Requirements:** In Stage 1, each Proposal will pass or fail depending on whether the Proposal meets all of the Completeness Requirements set out in Section 3.1.

**Stage 2 – Mandatory Requirements:** In Stage 2, each Proposal that passed Stage 1 will pass or fail depending on whether the Proposal meets each of the Mandatory Requirements. Each Registered Proponent’s Proposal that passed Stage 1 will be reviewed and evaluated against the Mandatory Requirements set out in Section 3.2.

**Stage 3 – Rated Criteria:** In Stage 3, each Proposal that passed Stage 2 will be awarded a point score, up to a maximum of one hundred (100) points. Each Registered Proponent’s Proposal that passed Stage 2 will be reviewed and evaluated against the Rated Criteria set out in Section 3.3.

**Stage 4 – Evaluation and Selection:** In Stage 4, each Proposal that passed Stage 2 will have its Proposal Price Statement opened and evaluated as set out in Section 3.4. The Evaluated Proposal Price is a function of the On-Peak Price and Off-Peak Price, the operating characteristics and value to the system of the Renewable Fuel, the contract structure and Term associated with the Renewable Fuel, and the Total Point Score awarded in Stage 3. The Evaluated Proposal Price will be used to determine the order that Proposals are assessed for available connection capacity using the TAT and the DAT processes and will then also be used to select the most competitive Proposals according to the methodology set out in Section 3.4.

Any Proposal that fails in Stages 1, 2, or is found to have failed to comply with the requirements of the Proposal Price Statement in Stage 4, will be rejected.

#### 3.1 Stage 1 – Completeness Requirements

Each Proposal will pass or fail in Stage 1 depending on whether it contains all of the required documents and declarations submitted and/or completed as specified in this Section 3.1 without a Material Deviation (the “**Completeness Requirements**”).

Proposals that do not satisfy each of the Completeness Requirements without a Material Deviation will not be evaluated further and will be rejected.

The Completeness Requirements are:

##### 3.1.1 Proposal Return Label

A complete Proposal Return Label, attached as Appendix C, must be submitted in the Proposal. For greater clarity, this is in addition to the Proposal Return Label that is affixed to the outside of the Proposal in accordance with Section 2.7.1.



### 3.1.2 **Registration Form and Registration Confirmation**

A complete copy of the Prescribed Form – Registration Form that was submitted in accordance with Section 2.5 together with the Registration Confirmation must be included.

### 3.1.3 **Proposal Security**

The complete Proposal Security must be submitted and payable to and in favour of the “Independent Electricity System Operator” in the amount equal to the greater of: (i) \$50,000; or (ii) \$25,000 per MW of Contract Capacity.

In order to satisfy this requirement the Proposal Security must be in the form of an irrevocable and unconditional standby letter of credit issued by a financial institution listed in either Schedule I or II of the *Bank Act* (Canada), or such other financial institution having a minimum credit rating of (i) A– with S&P, (ii) A3 with Moody’s, (iii) A low with DBRS, or (iv) A with Fitch IBCA, in substantially the form attached as Appendix D.

### 3.1.4 **Registered Proponent Declarations**

A completed Prescribed Form – Registered Proponent Declarations must be submitted.

### 3.1.5 **Proposal Price Statement**

A completed Prescribed Form – Proposal Price Statement must be submitted (the “**Proposal Price Statement**”) in accordance with the requirements set out in this LRP I RFP including Sections 2.7.1 and 3.4.1. The Proposal Price shall not be disclosed or described in any other part of the Proposal, failing which, the Proposal shall be rejected. Only one (1) original hard copy of the Proposal Price Statement must be included in each Proposal. The Proposal Price Statement must be contained in a separate, opaque and sealed envelope marked “**Proposal Price Statement**” within the Proposal package.

### 3.1.6 **Proposal Workbook**

A completed Prescribed Form – Proposal Workbook must be submitted.

### 3.1.7 **Site Considerations Confirmation**

A completed Prescribed Form – Site Considerations Confirmation must be submitted.

### 3.1.8 **Access Rights Declaration**

A completed Prescribed Form – Access Rights Declaration must be submitted.

### 3.1.9 **Renewable Fuel Availability**

A completed Prescribed Form – Renewable Fuel Availability must be submitted.



### **3.1.10 Municipal Meeting Confirmation**

A completed Prescribed Form – Municipal Meeting Confirmation must be submitted for each Local Municipality in whose boundaries the Large Renewable Project or the proposed Connection Line is to be located.

### **3.1.11 First Nation Meeting Confirmation**

A completed Prescribed Form – First Nation Meeting Confirmation must be submitted for each First Nation Community in whose First Nation Lands the Large Renewable Project or the proposed Connection Line is to be located.

### **3.1.12 Waterpower Declaration**

If the Proposal is in respect of a Large Renewable Project that uses Waterpower as its Renewable Fuel, a completed Prescribed Form – Waterpower Declaration must be submitted.

### **3.1.13 Non-Rooftop Solar Requirements**

- (a) If the Proposal is in respect of a Large Renewable Project that uses Non-Rooftop Solar as its Renewable Fuel, a completed Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar must be submitted.
- (b) If the Proposal is in respect of a Large Renewable Project that uses Non-Rooftop Solar as its Renewable Fuel and the Large Renewable Project's Site is located on lands described in Subsection 3.2.6(c)(i)(2)iv, a completed Prescribed Form – Agricultural Land Evaluation Study Peer Review Declaration must be submitted.

### **3.1.14 Crown Land Site Report**

If the Proposal is in respect of a Large Renewable Project with a Site that is located in whole or in part on provincial Crown lands in respect of which the Registered Proponent has not been awarded Applicant of Record Status, or Access Rights under Subsections 3.2.8(a)(i) or 3.2.8(a)(ii), a copy of the Crown Land Site Report must be submitted. This Crown Land Site Report must have been submitted to the MNR at least ten (10) Business Days prior to the Proposal Submission Deadline.

### **3.1.15 MTCS Archaeological Sites Confirmation**

A copy of the MTCS Archaeological Sites Confirmation must be submitted.

### **3.1.16 Algonquins of Ontario Land Claim Acknowledgement Declaration**

If the Proposal is in respect of a Large Renewable Project with a Site that is located in whole or in part on provincial Crown lands in respect of which the Registered Proponent has been awarded Applicant of Record Status, a signed copy of the Algonquins of Ontario Land Claim Acknowledgement Declaration must be submitted.

### 3.1.17 **Tangible Net Worth**

A completed Commitment Letter and a completed Prescribed Form – Designated Equity Provider Declaration must be submitted for each Designated Equity Provider listed in the Proposal.

## 3.2 **Stage 2 – Mandatory Requirements**

Each Proposal that passes Stage 1 will pass or fail Stage 2 depending on whether it meets the following mandatory requirements (the “**Mandatory Requirements**”) without a Material Deviation.

Proposals that do not satisfy each of the Mandatory Requirements will not be evaluated further and will be rejected.

The Mandatory Requirements are set out in Sections 3.2.1 through 3.2.10 below.

### 3.2.1 **One Large Renewable Project Per Proposal**

A Proposal submitted in response to this LRP I RFP must be in respect of no more than one Large Renewable Project.

This requirement shall be satisfied by the Registered Proponent’s confirmation in the Prescribed Form – Registered Proponent Declarations.

### 3.2.2 **Identity of the Registered Proponent**

Only the Registered Proponent may submit a Proposal.

This requirement shall be satisfied upon confirmation that the Person identified in the Prescribed Form – Registered Proponent Declarations is the Registered Proponent identified in the Prescribed Form – Registration Form and Registration Confirmation submitted in accordance with Section 3.1.2.

### 3.2.3 **Large Renewable Project**

The Large Renewable Project must:

- (a) be located in the Province of Ontario.

This requirement shall be satisfied upon confirmation that the Large Renewable Project will be located in the Province of Ontario based on the Site information identified in the Prescribed Form – Proposal Workbook and the Site Considerations Information.

- (b) be a single facility and will be separately metered.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (c) not comprise a Behind-the-Meter Project.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (d) be a proposed Renewable Generating Facility that utilizes a single Renewable Fuel.

This requirement shall be satisfied by the Registered Proponent identifying the single Renewable Fuel the Large Renewable Project will utilize in the Prescribed Form – Proposal Workbook.

- (e) be the same Large Renewable Project that was identified by the Registered Proponent during the Registration Process (i.e. the Large Renewable Project has the same Contract Capacity and location and uses the same Renewable Fuel), subject only to: (i) changes to the Large Renewable Project that were consented to by the IESO in accordance with Section 2.7.4; or (ii) a reduction in the Contract Capacity that was identified by the Registered Proponent during the Registration Process, which reduction occurs prior to the Proposal Submission Deadline.

This requirement shall be satisfied upon confirmation that the Large Renewable Project identified in the Prescribed Form – Proposal Workbook is the same as the Large Renewable Project identified in the Prescribed Form – Registration Form and the associated Registration Confirmation, both submitted in accordance with Section 3.1.2.

- (f) be a proposed New Build or an Expansion or Redevelopment and not an Existing Renewable Generation Facility. For greater certainty, a Large Renewable Project that is an Expansion is eligible under the LRP I RFP with respect to the Contract Capacity relating to the Expansion, provided that the Contract Capacity relating to the Expansion is or will be separately metered.

This requirement shall be satisfied by identifying the Large Renewable Project as either a New Build, an Expansion or a Redevelopment in the Prescribed Form – Proposal Workbook. If the Large Renewable Project is an Expansion, this requirement must also be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (g) be designed, constructed and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code, the Distribution System Code, any Renewable Energy Approval and other equivalent environmental assessments, approvals or registrations, and all other Laws and Regulations, as applicable.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (h) be able to respond to dispatch instructions that provide for generator accountability in circumstances where generation must be dispatched off in accordance with the Market Rules.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (i) not have been the subject of a physical or financial power or capacity purchase contract relating to the generation of Electricity (which, for greater certainty, includes Standard Offer Contracts), or other form of contract relating to Electricity or Related Products (a “**Prior Contract**”), unless such Prior Contract was terminated more than twelve (12) months before the date that any Proposal under the LRP I RFP in respect of such Large Renewable Project was submitted to the IESO, or as otherwise consented to by the IESO in writing in its discretion provided such consent was obtained prior to the Proposal Submission Deadline.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (j) not have applied for an Impact Assessment before an LRP I Contract is executed. For clarity, if an Impact Assessment was applied for in respect of a Large Renewable Project, the Impact Assessment must be rescinded and any associated Connection Cost Agreement must be terminated prior to submitting any Proposal under this LRP I RFP.

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

- (k) be in respect of a Large Renewable Project that is not the same or substantially similar to another Large Renewable Project that is the subject of another Proposal, unless such other Proposal has been withdrawn pursuant to Section 2.7.2 prior to the Proposal Submission Deadline. Whether a Large Renewable Project is the same or substantially similar to another Large Renewable Project will be determined by the IESO in its discretion and will include a consideration of ownership (including ownership by a Control Group Member of the Registered Proponent), location (including Site and/or Connection Point), equipment, Renewable Fuel, or any other features).

This requirement shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations and the IESO's confirmation that the relevant information entered into the Prescribed Form – Proposal Workbook indicates this requirement has been satisfied.

- (l) attain Commercial Operation on or before the Milestone Date for Commercial Operation (“**MCOD**”) specified below.

<b>Renewable Fuel</b>	<b>MCOD (# of years after the Effective Date of the LRP I Contract)</b>
Rooftop Solar	3
Non-Rooftop Solar	3
Renewable Biomass	3
Biogas	3
Landfill Gas	3
On-Shore Wind	4
Waterpower	8

This requirement shall be satisfied by the Registered Proponent’s confirmation in the Prescribed Form – Registered Proponent Declarations.

A Supplier whose Large Renewable Project is located, in whole or in part, on lands with the meaning of paragraphs (a), (b) or (c) of the definition of First Nation Lands, may be permitted to extend their MCOD in accordance with the provisions of the LRP I Contract.

- (m) have a Contract Capacity of greater than 250 kW in the case of a project that is or will be connected to a less than 15 kV Connection Point and greater than 500 kW in the case of a project that is or will be connected to a 15 kV or greater Connection Point.

This requirement shall be satisfied upon confirmation that the Contract Capacity and Connection Point identified in the Prescribed Form – Proposal Workbook comply with the aforementioned requirement.

Registered Proponents will be permitted, but not required, to: (i) propose a First Alternate Contract Capacity and a Second Alternate Contract Capacity which may be used by the IESO in accordance with Section 3.4.6 in assessing the Connection Availability for the Large Renewable Project, provided the First Alternate Contract Capacity and Second Alternate Contract Capacity must also comply with the aforementioned requirement; and/or (ii) indicate whether they would be willing to connect to a Companion Circuit or via a double-tap connection configuration which may be used by the IESO in accordance with Section 3.4.6 in assessing Connection Availability for the Large Renewable Project, provided that the alternate connection configurations must also comply with the aforementioned requirement.

- (n) not have a Contract Capacity that is greater than the applicable Procurement Target for the Renewable Fuel utilized by the Large Renewable Project.

This requirement shall be satisfied upon confirmation that the Renewable Fuel and Contract Capacity identified the Prescribed Form – Proposal Workbook complies with the aforementioned requirement.

- (o) if using Solar as its Renewable Fuel:
  - (i) where the solar modules are to be composed of monocrystalline panels, the rated efficiency of such panels must be no less than sixteen per cent (16%); and
  - (ii) where the solar modules are to be composed of polycrystalline panels, the rated efficiency of such panels must be no less than fifteen point three per cent (15.3%).

These ratings must be obtained under Standard Testing Conditions, and proven by way of module specification sheets or other standard-related documentation that confirms that the stated efficiency ratings were obtained under Standard Testing Conditions. This requirement shall be satisfied by the Registered Proponent’s confirmation in the Prescribed Form – Registered Proponent Declarations.

### 3.2.4 Large Renewable Project Website

For each Proposal, a Registered Proponent must have a publically accessible website for the Large Renewable Project on which the Registered Proponent or its representative has posted certain documents, including the name of the Qualified Applicant and, if available, the Registered Proponent and all the documents required to be posted under this Section 3.2 (the “**Large Renewable Project Website**”). The Registered Proponent shall ensure the Large Renewable Project Website is and remains available and publically accessible from the date that is at least fifteen (15) days prior to the date of the public community meeting identified in response to Subsection 3.2.5(c), and continuing until the IESO announces the Selected Proponents for this LRP IRFP, if any.

This requirement shall be satisfied by the identification of the Large Renewable Project Website URL in the Prescribed Form – Proposal Workbook, the Registered Proponent’s confirmation in the Prescribed Form – Registered Proponent Declarations.

### 3.2.5 Community Engagement

The Registered Proponent or its representative must meet the following requirements in respect of the Large Renewable Project prior to the Proposal Submission Deadline:

- (a) *Community Engagement Plan:*
  - (i) A proposed community engagement plan in respect of the Large Renewable Project must have been developed (the “**Community Engagement Plan**”);
  - (ii) The Community Engagement Plan must include the name of the Qualified Applicant and, if available, the Registered Proponent;

- (iii) A copy of the Community Engagement Plan must be continuously posted on the Large Renewable Project Website from the date that is at least fifteen (15) days prior to the date of the public community meeting identified in response to Subsection 3.2.5(c), and continuing until the IESO announces the Selected Proponents for this LRP IRFP, if any; and
  - (iv) A copy of the Community Engagement Plan must have been delivered to the clerk of each Project Community, if applicable, and any other designated official prescribed by each Project Community, acting reasonably.
  - (v) The requirements of Subsection 3.2.5(a) shall be satisfied by:
    - (1) the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations and substantiating evidence which must include:
      - i. a copy of the Community Engagement Plan;
      - ii. a screenshot of the Large Renewable Project Website with the Community Engagement Plan posted with the date and URL clearly shown; and
      - iii. copies of courier transmittal sheets evidencing delivery of the Community Engagement Plan to each of the Project Communities.
- (b) *Meeting with Project Communities:*
- (i) At least one (1) meeting must have been held to discuss the particulars of the Large Renewable Project with officials from each of the Project Communities, failing which the Registered Proponent must evidence that it has used its best efforts to hold such a meeting and the failure to hold the meeting was entirely outside of the Registered Proponent's control.
  - (ii) The requirements of Subsection 3.2.5(b) shall be satisfied by:
    - (1) the completion of a Prescribed Form – Municipal Meeting Confirmation or Prescribed Form – First Nation Meeting Confirmation, as applicable for each Project Community.
    - (2) if a Registered Proponent holds at least one (1) meeting to discuss the particulars of the Large Renewable Project with officials from a Project Community but officials from the Project Community decline to sign the applicable Prescribed Form to confirm that the meeting occurred, a Registered Proponent must also confirm and provide appropriate substantiating evidence to demonstrate that:



- i. a written sign-off request was sent to the clerk of the Project Community, if applicable, and any other designated official prescribed by the Project Community, acting reasonably, and that such sign-off was refused (a copy of such refusal should be included), or
      - ii. at least two (2) sign-off requests were sent in writing over a two (2) week period to the clerk of the Project Community, if applicable, and any other designated official prescribed by the Project Community, acting reasonably, and all meeting attendees and the Registered Proponent received no response to the requests.
  - (3) if a Registered Proponent fails to hold at least one (1) meeting to discuss the particulars of the Large Renewable Project with officials from a Project Community, the Registered Proponent must confirm and provide appropriate substantiating evidence to demonstrate that:
    - i. it used its best efforts to hold such a meeting with the Project Community, and
    - ii. the failure to hold the meeting was entirely outside of the Registered Proponent's control, including confirmation that:
      - a. a meeting request was sent to the clerk of the Project Community, if applicable, and any other designated official prescribed by the Project Community, acting reasonably, with a clear explanation of the intention of the meeting and such meeting was declined in writing by the Project Community with no alternative being proposed, or
      - b. at least two (2) meeting requests were sent over a two (2) week period to the clerk of the Project Community, if applicable, and any other designated official prescribed by the Project Community, acting reasonably, with a clear explanation of the intention of the meeting and the Registered Proponent received no response to the requests.
- (c) *Public Community Meeting:*
  - (i) At least one (1) public community meeting must have been held to discuss the Large Renewable Project with members of the public in each of the Project Communities;
  - (ii) If the Large Renewable Project or Connection Line is located, in whole or in part, in Unorganized Territories, at least one (1) public community meeting must have been held to discuss the Large Renewable Project with members of the public in



such Unorganized Territories, which must have been held within twenty-five (25) kilometres of the Large Renewable Project, unless there are no viable venues within twenty-five (25) kilometres of the Large Renewable Project in which case the public community meeting must be held in the Municipality geographically closest to the Large Renewable Project;

- (iii) All of the information required in the Prescribed Template – Notice of Public Community Meeting must have been on public display at the public community meeting;
  - (iv) The Site Considerations Information must have been on public display at the public community meeting;
  - (v) The Community Engagement Plan must have been on public display at the public community meeting;
  - (vi) The public community meeting must have occurred on or after June 12, 2013;
  - (vii) A copy of the meeting summary report for each public community meeting must have been posted on the Large Renewable Project Website; and
  - (viii) A copy of the meeting summary report for each public community meeting must have been provided to the clerk of each Project Community (including, but not limited to, the Project Community within which the public community meeting took place), if applicable, and any other designated official prescribed by each Project Community, acting reasonably.
  - (ix) The requirements of Subsection 3.2.5(c) shall be satisfied by:
    - (1) the Registered Proponent’s confirmation in the Prescribed Form – Registered Proponent Declarations and substantiating evidence which must include:
      - i. a copy of the meeting summary report(s);
      - ii. a screenshot of the Large Renewable Project Website with the meeting summary report(s) posted with the date and URL clearly shown; and
      - iii. copies of courier transmittal sheets evidencing delivery of the meeting summary report(s) to each of the Project Communities.
- (d) *Notice of Public Community Meeting:*
- (i) For each public community meeting identified in response to Subsection 3.2.5(c), at least fifteen (15) days prior to the public community meeting, a public notice

using the Prescribed Template – Notice of Public Community Meeting, must have been:

- (1) published on at least two (2) separate days in a newspaper with general circulation within twenty-five (25) kilometres of the Large Renewable Project and proposed Connection Line, or if no such newspaper exists the notice must have been published in at least six (6) conspicuous locations within twenty-five (25) kilometres of the Large Renewable Project and proposed Connection Line;
- (2) posted on the Large Renewable Project Website;
- (3) if reasonable to do so, published in a newspaper printed by each Aboriginal Community that may be affected by or otherwise interested in the Large Renewable Project or proposed Connection Line, if such newspaper exists and the publisher of such newspaper permits the publication;
- (4) delivered to:
  - i. every assessed owner of Property located within one hundred and twenty (120) metres of the boundaries of the Properties that, in whole or in part, constitute the Site, and every assessed owner of Property within one hundred and twenty (120) metres of the proposed Connection Line, if the Large Renewable Project utilizes a Renewable Fuel other than On-Shore Wind;
  - ii. every assessed owner of Property located within five hundred and fifty (550) metres of the boundaries of the Properties that, in whole or in part, constitute the Site, and every assessed owner of Property within one hundred and twenty (120) metres of the proposed Connection Line, if the Large Renewable Project utilizes On-Shore Wind as its Renewable Fuel;
  - iii. every assessed owner of Property Abutting the Properties that, in whole or in part, constitute the Site, and every assessed owner of Property on which the proposed Connection Line is to be situated, other than an owner described in Subsections 3.2.5(d)(i)(4)i or ii;
  - iv. every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease located on Property on which the Site is located;
  - v. every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease located within one hundred and twenty (120) metres of the boundaries of the Properties that, in whole or in part,

constitute the Site, and every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease within one hundred and twenty (120) metres of the proposed Connection Line, if the Large Renewable Project utilizes a Renewable Fuel other than On-Shore Wind;

- vi. every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease located within five hundred and fifty (550) metres of the boundaries of the Properties that, in whole or in part, constitute the Site, and every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease within one hundred and twenty (120) metres of the proposed Connection Line, if the Large Renewable Project utilizes On-Shore Wind as its Renewable Fuel;
- vii. every Provincial Crown Land Leaseholder with a Provincial Crown Land Lease that Abuts the Property on which the Site is located, other than a Provincial Crown Land Leaseholder described in Subsections 3.2.5(d)(i)(4)iv, v or vi;
- viii. every Aboriginal Community that, in the judgement of the Registered Proponent, acting reasonably, may be affected by or otherwise interested in the Large Renewable Project or proposed Connection Line;
- ix. the clerk of each Municipality in which the Large Renewable Project or proposed Connection Line is proposed to be situated;
- x. the secretary-treasurer of each local roads board of a local roads area in which the Large Renewable Project or proposed Connection Line is proposed to be situated;
- xi. the secretary of each Local Services Board of a board area in which the Large Renewable Project or proposed Connection Line is proposed to be situated;
- xii. the secretary-treasurer of any Planning Board that has jurisdiction in an area in which the Large Renewable Project or proposed Connection Line is proposed to be situated;
- xiii. the chair of the Niagara Escarpment Commission, if the Large Renewable Project or proposed Connection Line is in the area of the Niagara Escarpment Plan;
- xiv. the Director, Environmental Approvals Access and Service Integration Branch, Ministry of the Environment and Climate Change;

- xv. the secretary of every company operating an oil or natural gas pipeline, if a pipeline right of way for the pipeline is located within two hundred (200) metres of the Large Renewable Project or proposed Connection Line,
  - xvi. the Engineering and Development Branch, Environment Canada at weatherradars@ec.gc.ca if the Large Renewable Project uses On-Shore Wind as its Renewable Fuel; and
  - xvii. the secretary-treasurer of each conservation authority established by or under the *Conservation Authorities Act*, RSO 1990, c C.27 or a predecessor thereof in whose jurisdiction the Project is proposed.
- (ii) The requirements of Subsection 3.2.5(d) shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations and substantiating evidence which must include:
- (1) a single copy of the public notice that was distributed; and
  - (2) a screenshot of the Large Renewable Project Website with the notice of public community meeting posted with the date and URL clearly shown.
- (iii) If a Registered Proponent fails to meet the requirement to deliver a public notice using the Prescribed Template – Notice of Public Community Meeting to any Person identified in Subsection 3.2.5(d)(i)(4) at least fifteen (15) days prior to the public community meeting identified in response to Subsection 3.2.5(c), the Registered Proponent may cure that failure without having to hold another public community meeting by:
- (1) meeting directly with each such Person to discuss the Large Renewable Project;
  - (2) making available to each such Person all of the information that was made available at the public community meeting; and
  - (3) obtaining written confirmation from each such Person in the Prescribed Form – Missed Meeting Notice Confirmation that: (i) they are satisfied with the information provided by the Registered Proponent; and (ii) they waive their right to require the Registered Proponent to hold another public community meeting after giving proper notice in accordance with the requirements of the LRP I RFP.

### 3.2.6 Site Considerations

(a) *MTCS Archaeological Sites Confirmation:*

- (i) The Registered Proponent must have provided evidence that they have received the MTCS Archaeological Sites Confirmation.
- (ii) The requirements of Subsection 3.2.6(a) shall be satisfied by the Registered Proponent's inclusion of a copy of the MTCS Archaeological Sites Confirmation in the Proposal. The MTCS Archaeological Sites Confirmation may be in the form of an email or other written correspondence from MTCS.

(b) *Site Considerations Information:*

- (i) The Registered Proponent must have provided detailed scale maps of the Large Renewable Project and the proposed Connection Line at a suitable and clearly labelled scale to clearly identify (collectively, the "**Site Considerations Information**"):
  - (1) the Site, and if the Site is constituted by more than one (1) non-contiguous Properties, a scale map showing the outer boundary of the entire Site must be included;
  - (2) the proposed Connection Line and Connection Point, showing the length of the proposed Connection Line, the GPS coordinates for the Site and the Connection Point, and any other TS (or associated feeder) or the Circuit connected to the IESO-Controlled Grid that is closer in geographic proximity to the Site than the proposed Connection Point;
  - (3) to the extent available, the proposed location of key features of the Large Renewable Project such as access roads, internal driveways, Generating Equipment, structures, transformers, inverters and communications towers;
  - (4) the boundaries of any Municipality and Unorganized Territory in which the Site or the proposed Connection Line is to be located, in whole or in part, including the identity of each such Municipality and, if applicable, Unorganized Territory;
  - (5) the boundaries of any First Nation Lands on which the Site or the proposed Connection Line is to be located, in whole or in part, including the identity of the First Nation Lands and the Corresponding First Nation Community;

- (6) the boundaries of any geographic township (identified pursuant to the *Territorial Division Act, 2002*, SO 2002, c 17, Sched. E) in which the Large Renewable Project or the proposed Connection Line is to be located, in whole or in part, including the identity of each such geographic township;
- (7) any “highway” (as defined in the *Highway Traffic Act*, RSO 1990, c H.8) crossing or located within five (5) kilometres of the Site or the proposed Connection Line, including the location, name and number of each such highway;
- (8) any “railway” (as defined in the *Canada Transportation Act*, SC 1996, c 10) crossing or located within five (5) kilometres of the Site or the proposed Connection Line, including the location and name of each such railway;
- (9) any national park (identified in Schedule 1 of the *Canada National Parks Act*, SC 2000, c 32), provincial park or conservation reserve (identified pursuant to the *Provincial Parks and Conservation Reserves Act, 2006*, SO 2006, c 12) located within one hundred and twenty (120) metres of the Site or the proposed Connection Line, including the location and name of each such park or conservation reserve;
- (10) any airports, aerodromes and weather radars located within five (5) kilometres of the Site or the proposed Connection Line, including the location and name of each such airport, aerodrome and weather radar;
- (11) the Property boundaries for each Property on which the Site is located, each Property that Abuts Property on which the Site is located, each Property where the proposed Connection Line will be situated, and each Property that Abuts a Property where the proposed Connection Line will be situated;
- (12) any Permanent Known Water Body located within one hundred and twenty (120) metres of the Site or the proposed Connection Line, including the location and, if applicable, the common name associated with each such Permanent Known Water Body;
- (13) if the Large Renewable Project is to utilize On-Shore Wind as its Renewable Fuel:
  - i. the location of any other Renewable Generating Facilities that utilize On-Shore Wind as a Renewable Fuel that have been constructed and are located within five (5) kilometres of the Site clearly identifying the location of each turbine; and

- ii. the location of the project site boundary for any proposed but unconstructed Renewable Generating Facilities that utilize On-Shore Wind as a Renewable Fuel that are located within five (5) kilometres of the Site and which have received a Renewable Energy Approval as indicated at [www.ontario.ca/environment-and-energy/renewable-energy-projects-listing](http://www.ontario.ca/environment-and-energy/renewable-energy-projects-listing);
- (14) if the Large Renewable Project is to be located on provincial Crown lands (in whole or in part):
  - i. the boundaries of each Property on which the Site is located, and that Abuts the Property on which the Site is located; and
  - ii. every Provincial Crown Land Lease located on a Property on which the Site is located, and that Abuts the Property on which the Site is located;
- (15) if the Large Renewable Project or the proposed Connection Line is to be located:
  - i. within a Natural Heritage Information Centre one (1) kilometre grid square which contains an “Endangered” or “Threatened” species observation record (protected pursuant to the *Endangered Species Act, 2007*, SO 2007, c 6);
  - ii. within one hundred and twenty (120) metres of a provincially significant area of natural and scientific interest;
  - iii. within one hundred and twenty (120) metres of a known provincially significant wetland;
  - iv. within or Abutting an area designated in the plan approved under the *Niagara Escarpment Planning and Development Act*, the plan approved under the *Oak Ridges Moraine Conservation Act, 2011* and O. Reg. 142/02, the plan approved under the *Greenbelt Act, 2005*, and the Lake Simcoe watershed (as defined in the *Lake Simcoe Protection Act, 2008*); and
  - v. within or Abutting a recognized heritage resource (including Properties protected under the *Ontario Heritage Act, RSO 1990, c O.18*, Properties included on a list or register of heritage resources maintained by the Municipality, Properties that are the subject of a local or provincial plaque, or Properties that are set aside as a national historic site of Canada under Section 42 of the *Canada National Parks Act, SC 2000, c 32*).



- (ii) A copy of the Site Considerations Information (including copies of any background reports, sources or materials) must be continuously posted on the Large Renewable Project Website from the date that is at least fifteen (15) days prior to the date of the public community meeting identified in response to Subsection 3.2.5(c), and continuing until the IESO announces the Selected Proponents for this LRP I RFP, if any.
- (iii) A copy of the Site Considerations Information must have been delivered to the clerk of each Project Community, if applicable, and any other designated official prescribed by each Project Community, acting reasonably.
- (iv) The Site Considerations Information may be updated to reflect a narrowing of scope from a more general proposal in the unamended Site Considerations Information to a narrower and more specific proposal in the updated Site Considerations Information without an obligation to re-perform the public community meetings or to re-send the information to each Project Community, provided all such updates are clearly logged and posted to the Large Renewable Project Website. For example, the Site Considerations Information presented at the public community meeting could show a larger Site than is proposed in the Proposal (i.e. the Site defined in a Proposal is entirely encompassed by the larger Site used in the Site Considerations Information presented at the public community meeting and delivered to each Project Community). Additionally, the Site Considerations Information presented at the public community meeting could show multiple Connection Lines and multiple Connection Points as options for public consideration and the proposed Connection Line and Connection Point identified in the Proposal can be one of those options included on the Site Considerations Information presented at the public community meeting.
- (v) The requirements of Subsection 3.2.6(b) shall be satisfied by:
  - (1) the completion of the Prescribed Form – Site Considerations Confirmation attaching the Site Considerations Information (including reference to any background reports and sources) confirming that, in the view of a qualified Independent Engineer, the Site Considerations Information is complete, accurate and consistent with this LRP I RFP and accepted methodologies, industry standards and best practice, provided that:
    - i. the Independent Engineer may rely on the views of one or more individuals who have the qualifications, training, expertise and experience in carrying out studies or evaluations as recommended or required by the Renewable Energy Approval and other equivalent environmental assessments or approvals (each a "**Qualified Third Party**"); and





Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar is completed;

- ii. the Large Renewable Project must not have its Site located on one or more Properties that are comprised in whole or in part of CLI Organic Lands at the time the Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar is completed;
  - iii. the Large Renewable Project must not have its Site located on one or more Properties that are comprised in whole or in part of CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands, at the time the Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar is completed; and
  - iv. notwithstanding the restrictions contained in Subsections 3.2.6(c)(i)(2)ii and iii, in the case where the current map from the Canada Land Inventory indicates that one or more Properties on which the Site is located are comprised in part of CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands and lands that are not CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands at the time the Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar is completed, the Large Renewable Project must not have its Site located on the portion of such Property or Properties that is classified as CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands, CLI Class 3 Lands;
- (3) notwithstanding the foregoing, the requirements in Subsections 3.2.6(c)(i)(1) and (2) above will not apply to the portion of the Site located on lands that are within the meaning of paragraphs (a), (b) or (c) of the definition of First Nation Lands.
- (ii) The requirements of Subsection 3.2.6(c) shall be satisfied by the completion of the Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar and, if the Site is located on lands described in Subsection 3.2.6(c)(i)(2)iv, the Prescribed Form – Agricultural Land Evaluation Study Peer Review Declaration.
- (d) *Due Inquiry into Environmental Requirements:*
- (i) The Registered Proponent must have made all due inquiry into requirements to obtain any applicable Renewable Energy Approval and other equivalent environmental assessments, approvals or registrations that are applicable to the Site and/or the proposed Connection Line, including any applicable requirement to register with the Environmental Activity and Sector Registry, including having read and understood the requirements and, unless the Registered Proponent

cannot gain access to a Site that is located entirely on provincial Crown lands, the Registered Proponent or its representative must have attended at the Site.

- (ii) The requirements of Subsection 3.2.6(d) shall be satisfied by the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations.

### 3.2.7 Connection Information

#### (a) *Connection Point:*

- (i) The Large Renewable Project must have a Connection Point located on a Distribution System or IESO-Controlled Grid and must connect to an Eligible TS (or associated Distribution System feeder), an Eligible Circuit, or an Alternative TS. For clarity, the Connection Point may be an existing double tap to an Eligible Circuit and the Companion Circuit, and if it is the Registered Proponent will not be eligible to specify an alternative connection configuration under Subsection 3.2.7(c).
- (ii) The requirements of Subsection 3.2.7(a) shall be satisfied by the Registered Proponent identifying the Connection Point of the Large Renewable Project in the Prescribed Form – Proposal Workbook, which Connection Point must connect to an Eligible TS, an Eligible Circuit, or an Alternative TS.

#### (b) *Long Connection Lines to the IESO-Controlled Grid:*

- (i) A Large Renewable Project using a Renewable Fuel other than Waterpower, which is proposing to connect to the IESO-Controlled Grid and which has a proposed Connection Line that will be fifty (50) kilometres or greater in length must have a Connection Point connected to the TS or the Circuit connected to the IESO-Controlled Grid that is the first, second or third closest in geographic proximity to the Site (regardless of whether or not there is capacity and regardless of the electrical characteristics of the TS or Circuit). For clarity, the requirements of this subsection shall not apply to a Large Renewable Project proposing to connect to a Distribution System.
- (ii) The requirements of Subsection 3.2.7(b) shall be satisfied by the Registered Proponent providing the information specifying the Connection Point in the Prescribed Form – Proposal Workbook and by providing the detailed scale map(s) of the proposed Connection Line as required in Subsection 3.2.6(b)(i)(2).

#### (c) *Alternative Connection Configurations:*

- (i) The Registered Proponent should identify, if applicable to the Connection Point, whether it would be willing to connect to a Companion Circuit instead of the Connection Point, or using a double tap connection configuration to both the Connection Point and a Companion Circuit.

- (ii) The requirements of Subsection 3.2.7(c) shall be satisfied by the Registered Proponent identifying in the Prescribed Form – Proposal Workbook whether it would be willing to connect to a Companion Circuit instead of the Connection Point, or using a double tap connection configuration to both the Connection Point and a Companion Circuit as well as the name of that alternative Circuit.

### 3.2.8 Access Rights

- (a) The Registered Proponent must have one of the following rights to the Site (“**Access Rights**”):
  - (i) the Registered Proponent holding:
    - (1) title, or an option that provides the contractual right to acquire title, or
    - (2) a lease, or an option or agreement to lease, that provides the Registered Proponent the contractual right to build, operate and maintain the Large Renewable Project and the Renewable Generating Facility, which lease or option or agreement to lease has, or in the case of an option would if exercised have, a term that is no less than the Term of the LRP I Contract; or
    - (3) in the case of electricity collector lines only that are part of the Large Renewable Project and the Renewable Generating Facility, an easement, or an option that provides the contractual right to obtain an easement, that provides the Registered Proponent the right to build, operate and maintain the electricity collector lines, which easement or option has, or in the case of an option would if exercised have, a term that is no less than the Term of the LRP I Contract;except that:
    - (4) for any of the above where the grant is conditional, such grant may only be conditional on the Registered Proponent being offered an LRP I Contract, or otherwise conditional in favour of (x) the Registered Proponent, (y) the Crown, or (z) a First Nation Community with respect to lands that are within the meaning of paragraphs (a), (b) or (c) of the definition of First Nation Lands; and
    - (5) for any of the above that are in the form of an option, such option must be irrevocable by the grantor and exercisable by the Registered Proponent from the Proposal Submission Deadline to a date that would be not less than twelve (12) months following the Proposal Submission Deadline;
  - (ii) in addition to the rights in Subsection 3.2.8(a)(i), Access Rights may include the Registered Proponent holding:

- (1) a license that provides the Registered Proponent the contractual right to build, operate and maintain the Large Renewable Project and the Renewable Generating Facility, which license has a term that is no less than the Term of the LRP I Contract;

except that:

- (2) for a license that is conditional or revocable, the license may only be revocable due to the Registered Proponent not being offered a LRP I Contract, or conditional on the Registered Proponent being offered a LRP I Contract, but otherwise may be conditional in favour of (x) the Registered Proponent, (y) the Crown, or (z) a First Nation Community with respect to lands that are within the meaning of paragraphs (a), (b) or (c) of the definition of First Nation Lands;
- (iii) if a Large Renewable Project is to be located on federal Crown lands (in whole or in part), in addition to the rights in Subsections 3.2.8(a)(i) and (ii) above, Access Rights may include a “Priority Permit” issued pursuant to the *Dominion Water Power Act*, R.S.C., 1985, c. W-4, a “Survey Permit” issued by Parks Canada pursuant to the *Dominion Water Power Act*, R.S.C., 1985, c. W-4 in respect of a Waterpower site, or equivalent binding commitment from the federal Crown;
- (iv) if a Large Renewable Project is to be located on provincial Crown lands (in whole or in part), in addition to the rights in Subsections 3.2.8(a)(i) and (ii) above, the Registered Proponent has been awarded Applicant of Record Status or the IESO must have been notified by the MNR in writing that the Registered Proponent's Crown Land Site Report referred to in Section 3.1.14 was submitted to the MNR at least ten (10) Business Days prior to the Proposal Submission Deadline and is complete, as determined by the MNR based on its review criteria (however, such determination by the MNR shall not, solely by virtue thereof, provide the Registered Proponent with legal access rights nor Applicant of Record Status);
- (v) if a Large Renewable Project is to be located on First Nation Lands, the Registered Proponent has the right to build, operate and maintain the Large Renewable Project and the Renewable Generating Facility on the Site for a period of time that is no less than the Term of the LRP I Contract; or
- (vi) in the case of electricity collector lines only that are part of the Large Renewable Project and the Renewable Generating Facility, in addition to the rights in Subsections 3.2.8(a)(i) and (ii) above, the Registered Proponent may rely on a statutory right of access under Section 41 of the Electricity Act if applicable and reasonable to do so in the circumstances.

- (b) The requirements in Section 3.2.8 shall be satisfied by:
- (i) the Registered Proponent submitting a complete Prescribed Form – Access Rights Declaration which includes a solicitor’s confirmation that the Registered Proponent holds Access Rights to the Site (except that a solicitor’s confirmation is not required to confirm that the IESO has been notified by the MNRF in writing that the Registered Proponent’s Crown Land Site Report referred to in Section 3.1.14 is complete).
  - (ii) for a Site located, in whole or in part, on provincial Crown lands where the Registered Proponent has been awarded Applicant of Record Status, the Registered Proponent’s submission of a copy of the signed Algonquins of Ontario Land Claim Acknowledgement Declaration referred to in Section 3.1.16 and the IESO’s receipt of notice from MNRF in writing that it has received the signed Algonquins of Ontario Land Claim Acknowledgement Declaration.
  - (iii) for a Site located, in whole or in part, on provincial Crown lands where the Registered Proponent has not been awarded Applicant of Record Status and does not have Access Rights under Subsections 3.2.8(a)(i) and (ii) above, the Registered Proponent’s submission of a copy of the Crown Land Site Report referred to in Section 3.1.14 and the IESO’s receipt of notice from MNRF in writing that the Registered Proponent’s Crown Land Site Report was submitted to the MNRF at least ten (10) Business Days prior to the Proposal Submission Deadline and is complete. For clarity, to meet this requirement the MNRF must not have notified the IESO that Access Rights for Site will not be given.
- (c) Registered Proponents relying on a Crown Land Site Report or a Survey Permit should be aware that the Grid Cells or Waterpower sites proposed for their Site may overlap with the Grid Cells or Waterpower sites proposed as part of the Site of another Large Renewable Project pursuant to this LRP I RFP and that such overlapping Grid Cells or Waterpower sites will only be made available to the Registered Proponent with a Proposal with the lower Evaluated Proposal Price. Registered Proponents with Proposals with a higher Evaluated Proposal Price would not have access to such overlapping Grid Cells or Waterpower sites for the purposes of building their Large Renewable Project.
- (i) If, after removing such overlapping Grid Cells, there are remaining Grid Cells to constitute a reduced Site, the IESO may still select such Proposals with the reduced Site to be awarded an LRP I Contract in accordance with Section 3.4.7. If there are no remaining Grid Cells to constitute a reduced Site, the IESO will reject the Proposal with the higher Evaluated Proposal Price prior to placing the Proposal in the Final Stack.
  - (ii) If the Waterpower site is no longer available for the Large Renewable Project, the IESO will reject the Proposal with the higher Evaluated Proposal Price prior to placing the Proposal in the Final Stack.

### 3.2.9 Renewable Fuel Availability

- (a) Registered Proponents proposing On-Shore Wind Large Renewable Project(s) must have, at a minimum:
  - (i) at least one (1) year's worth of meteorological data from a tower that is located on the Large Renewable Project Site; or
  - (ii) have a Professional Engineer attest that the meteorological data from a meteorological tower that is near the Site of the Large Renewable Project is highly correlated with and thus representative of the Large Renewable Project Site.
- (b) Registered Proponents proposing Waterpower Large Renewable Project(s) must have, at a minimum:
  - (i) at least one (1) year of reliable stream flow data that supports a comprehensive hydrology assessment of the Large Renewable Project's fuel availability; or
  - (ii) have a Professional Engineer attest that an initial hydrological assessment has been performed based on the best available data, identifying the source of that data, and attesting that the results are highly correlated with and thus representative of the stream flow data for the Large Renewable Project.
  - (iii) The Registered Proponents must also have, at a minimum, the most recent ten (10) years or more of highly correlated representative stream flow data from another site on the same water system.
- (c) Registered Proponents proposing Renewable Biomass Large Renewable Project(s) must have, at a minimum, a detailed plan for the procurement and delivery of the required Renewable Biomass fuel(s) from a Renewable Biomass supplier(s). The plan must outline fuel availability and potential supply terms and conditions for the duration of the Term.
- (d) Registered Proponents proposing Landfill Gas Large Renewable Project(s) must have, at a minimum, a detailed engineering assessment of the availability of Landfill Gas from the proposed supply site confirming the Landfill Gas supply is of sufficient quantity and quality to meet one hundred per cent (100%) of the fuel requirement for the Large Renewable Project over the Term.
- (e) Registered Proponents proposing Biogas Large Renewable Project(s) must have, at a minimum, a detailed plan for the procurement and delivery of the required inputs necessary to produce sufficient Biogas from appropriate supplier(s) together with a detailed engineering assessment of the availability of Biogas from the proposed supply confirming the Biogas supply is of sufficient quantity and quality to meet one hundred per cent (100%) of the fuel requirement for the Large Renewable Project over the Term.



The plan must outline input and fuel availability and potential supply terms and conditions for the duration of the Term.

- (f) Registered Proponents proposing Solar Large Renewable Project(s) must indicate, at a minimum:
- (i) the source of solar irradiance data that was measured at the Site and was used to estimate the annual energy output of the Large Renewable Project, including:
    - (1) the location and source of the solar irradiance measurements;
    - (2) the orientation for the solar irradiance measurements;
    - (3) the orientation of the Large Renewable Project;
    - (4) adjustments made to correct for differences in orientation and location of the Large Renewable Project;
    - (5) the daily average solar irradiance (kJ/m<sup>2</sup>); and
    - (6) all calculations and major assumptions used to estimate the energy output of the Large Renewable Project; or
  - (ii) the source of solar irradiance data obtained from commercially available software or a database that was used to estimate the annual energy output of the Large Renewable Project, together with a Professional Engineer's confirmation of the source of the data and attestation that the solar irradiance data is highly correlated with and thus representative of the solar irradiance at the Site.
- (g) The requirements of Subsections 3.2.9(a) to (f), as applicable, shall be satisfied by the Registered Proponent completing the Prescribed Form – Renewable Fuel Availability, which attaches the information and data described above and includes a confirmation from a Professional Engineer that the information and data supports a reasonable level of resource availability for the Large Renewable Project.

### 3.2.10 Tangible Net Worth

- (a) Registered Proponents are required to demonstrate that any one equity provider that accounts for fifty per cent (50%) or more of the total equity of the Large Renewable Project, or if applicable, any group of equity providers that together account for fifty per cent (50%) or more of the total equity of the Large Renewable Project (the “**Designated Equity Provider(s)**”), has an individual Tangible Net Worth (or a collective Tangible Net Worth, in the case of a group of Designated Equity Providers), of \$250,000 or more per MW of the Contract Capacity of the Large Renewable Project:
- (i) at the end of each of the last two (2) fiscal years, and



- (ii) at the end of the most recently completed fiscal quarter (if the most recently completed fiscal quarter is not already contained in the last two (2) fiscal years set out above).

For clarity, the Designated Equity Provider may be the Registered Proponent or its Control Group Member.

- (b) If, and to the extent that, a Designated Equity Provider to the Registered Proponent, in turn, requires or proposes the financial assistance or credit support of any other entity (including its parent, subsidiary, or affiliate) in order to be able to directly provide such financial assistance or credit support to the Registered Proponent, then such other entity (including its parent, subsidiary, or affiliate) shall be considered to be a Designated Equity Provider for purposes of this LRP I RFP, and the Registered Proponent must, in such a case provide all evidentiary requirements required by Section 3.2.10 in respect of such other entity providing the financial assistance or credit support as a Designated Equity Provider, including the Commitment Letter.
- (c) If any Designated Equity Provider is listed in more than one Proposal submitted under this LRP I RFP, then the equity contribution and Tangible Net Worth of such Designated Equity Provider should be equal to or exceed the combined equity and Tangible Net Worth requirements for all such Proposals, or portion of all Proposals for which they are responsible, up to the applicable Procurement Targets; otherwise, the IESO reserves the right to reject such Designated Equity Provider.
- (d) To satisfy the requirements in Subsections 3.2.10(a), (b) and (c) the Registered Proponent must complete the Registered Proponent's confirmation in the Prescribed Form – Registered Proponent Declarations, the applicable portion of the Prescribed Form – Proposal Workbook and must provide:
  - (i) a Commitment Letter from each Designated Equity Provider which confirms its commitment to advance or provide its equity contribution, and specifying the amount of the proposed equity contribution, which must be greater than or equal to the equity amount specified in the Prescribed Form – Proposal Workbook (refer also to the definition of Commitment Letter in Appendix A for the minimum requirements of a Commitment Letter); and
  - (ii) a Prescribed Form – Designated Equity Provider Declaration from each Designated Equity Provider signed by an officer of the Designated Equity Provider which confirms that the Designated Equity Provider has sufficient equity and Tangible Net Worth to finance all Large Renewable Projects, or the portion of all Large Renewable Projects for which they are responsible, for which they are listed as a Designated Equity Provider.

### 3.3 Stage 3 – Rated Criteria

In Stage 3, each Proposal that passes Stage 2 will be evaluated and scored against the following criteria (the “**Rated Criteria**”):

<b>Section</b>	<b>Overview of Rated Criteria</b>	<b>Maximum Point Score</b>
3.3.1	Community Engagement	80
3.3.2	Aboriginal Participation	20
	<b>TOTAL</b>	100

Each Proposal will be awarded a Total Point Score which will range from a minimum of zero (0) points up to a maximum of one hundred (100) points.

Information set out in the Proposal should contain sufficiently detailed information to enable the Evaluation Team to evaluate compliance with the Rated Criteria requirements. The Registered Proponent should also identify in the Prescribed Form – Proposal Workbook the specific Rated Criteria they are applying for.

Registered Proponents are encouraged, where possible, to provide additional information and substantiating evidence to substantiate their statements in response to the Rated Criteria, even if this additional information is not specifically requested in this LRP I RFP. Proposals will be evaluated based on all information provided by the Registered Proponent relevant to the Rated Criteria. Failure to provide sufficient detailed information or supporting statements or documentation may lead to zero (0) points being awarded for some or all Rated Criteria.

#### 3.3.1 Community Engagement (up to 80 points)

Points will be allocated to Proposals that demonstrate community engagement over and above the Mandatory Requirements.

- (a) If the Large Renewable Project is entirely located on provincial Crown land within Unorganized Territory(ies) then, subject to Subsection 3.3.1(c) below:
  - (i) Eighty (80) points will be awarded to Proposals that provide for all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support.
  - (ii) Ten (10) points will be awarded to Proposals that are not awarded any points under Subsection 3.3.1(a)(i) if the Registered Proponent demonstrates that it has Access Rights to the entire Site.

- (iii) Zero (0) points will be awarded to Proposals that are not awarded any points under Subsections 3.3.1(a)(i) and (ii).
- (b) If the Large Renewable Project and the proposed Connection Line are not entirely located on provincial Crown land within Unorganized Territory(ies) then, subject to Subsection 3.3.1(c) below:
  - (i) Eighty (80) points will be awarded to Proposals that provide:
    - (1) for every Project Community, a completed Prescribed Template – First Nation Support Resolution or Prescribed Template – Municipal Council Support Resolution, as applicable, from the Project Community; and
    - (2) for every Project Community, a completed Prescribed Form – First Nation Agreement or Prescribed Form – Municipal Agreement, as applicable, in respect of the Project Community; and
    - (3) for all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support; and
    - (4) for all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support.
  - (ii) Fifty (50) points will be awarded to Proposals that are not awarded any points under Subsection 3.3.1(b)(i) that provide:
    - (1) for every Project Community, a completed Prescribed Template – First Nation Support Resolution or Prescribed Template – Municipal Council Support Resolution, as applicable, from the Project Community; and
    - (2) for all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support.
  - (iii) Forty (40) points will be awarded to Proposals that are not awarded any points under Subsections 3.3.1(b)(i) and (ii) that provide:

- (1) for every Project Community, a completed Prescribed Form – First Nation Agreement or Prescribed Form – Municipal Agreement, as applicable, in respect of the Project Community; and
  - (2) for all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support; and
  - (3) for all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support.
- (iv) Thirty (30) points will be awarded to Proposals that are not awarded any points under Subsections 3.3.1(b)(i), (ii) and (iii) that provide:
- (1) for all assessed owners of no less than seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support; and
  - (2) for all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located, a completed Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support.
- (v) Ten (10) points will be awarded to Proposals that are not awarded any points under Subsections 3.3.1(b)(i), (ii), (iii) and (iv) that provide, for every Project Community, a completed Prescribed Form – First Nation Agreement or Prescribed Form – Municipal Agreement, as applicable, in respect of the Project Community.
- (vi) Zero (0) points will be awarded to Proposals that are not awarded any points under Subsections 3.3.1(b)(i), (ii), (iii), (iv) and (v).
- (c) The following rules shall apply to the determination of seventy-five per cent (75%) of the Properties Abutting the Properties on which the Site is located and Properties where the proposed Connection Line is located in Subsections 3.3.1(b)(i)(3), (b)(iii)(2), and (b)(iv)(1):

- (i) if the principal use of a Property Abutting the Properties on which the Site is located is as a right-of-way and no portion of the Site or the proposed Connection Line is located on such Property, then the Registered Proponent does not need to obtain a Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support for such Property and such Property shall not be included in the determination of the seventy-five per cent (75%);
- (ii) if a Property that is part of the Site is used, in connection with the Large Renewable Project and the Renewable Generating Facility, solely for electricity collector lines and Access Rights for such Property were or will be obtained under Section 41 of the Electricity Act, then the Registered Proponent does not need to obtain a Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support for any Property Abutting such Property and the Abutting Property shall not be included in the determination of the seventy-five per cent (75%); and
- (iii) if the Registered Proponent has the right to use a Property on which the proposed Connection Line is located under Section 41 of the Electricity Act, then the Registered Proponent does not need to obtain a Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support for such Property and such Property shall not be included in the determination of the seventy-five per cent (75%).

### 3.3.2 **Aboriginal Participation (up to 20 points)**

- (a) Twenty (20) points will be awarded to Proposals that qualify as an Aboriginal Participation Project.

In order to qualify as an Aboriginal Participation Project, the Proposal must include a complete Prescribed Form – Aboriginal Participation Project Declaration evidencing the requisite Aboriginal Participation Level.

- (b) Zero (0) points will be awarded to Proposals that are not awarded any points under Subsection 3.3.2(a).

## 3.4 **Stage 4 – Evaluation and Selection Process**

This Section 3.4 outlines the evaluation and selection process for all the Proposals that have passed Stage 2, in accordance with the procedures set out below. Only Proposals that proceed to Stage 4 will have the Proposal Price Statement opened and assessed.

### 3.4.1 **Accuracy of Proposal Price Statement**

The values to be set out in the Proposal Price Statement must be entered precisely in numeric form using the format provided in the Prescribed Form – Proposal Price Statement, without further information, condition or qualification whatsoever. Any deviation from the required format of the Proposal Price Statement whatsoever, including, but not limited to, the provision of a price range, conditional price, qualified price, or an incomplete price, a range of values, conditional values, qualified values, incomplete values, or the provision of escalation or indexing

that differs from what is provided in the LRP I Contract will result in the rejection of the Proposal. The IESO will check the Proposal Price Statement for accuracy and compliance. Both an On-Peak Price and an Off-Peak Price should be entered. If only a single price is entered, the IESO will assume this price is valid for both the On-Peak Price and the Off-Peak Price.

The Off-Peak Price must be: (i) less than or equal to the On-Peak Price; (ii) greater than or equal to zero dollars (\$0.00); and (iii) if the On-Peak Price is greater than the Maximum Weighted Price, the Off-Peak Price must be no less than fifty per cent (50%) of the On-Peak Price.

Disclosure by the Registered Proponent or any member of the Proponent Team of any of the values in the Proposal Price Statement elsewhere in the Proposal, or otherwise, shall result in rejection of the Proposal.

The Registered Proponent shall be wholly responsible for the Proposal Price Statement. The IESO shall in no circumstance adjust, amend or otherwise alter any value set out in the Proposal Price Statement regardless of whether or not the IESO perceives or otherwise has reason to believe that the values set out are incorrect. The IESO may provide a Microsoft Excel tool on the LRP Website for information purposes only to assist Registered Proponents in understanding their Proposal Price Statement. The Microsoft Excel tool does not form part of this LRP I RFP and is not binding on the IESO.

None of the financial parameters provided in the Proposal Price Statement will be subject to any escalation or indexing between the Proposal Submission Deadline and the Commercial Operation Date.

The applicable Pre-Construction Liability Limit is set out in Appendix B of the LRP I Contract.

### 3.4.2 Weighted Price

Each Proposal will be assigned a “**Weighted Price**” which shall be calculated as follows:

$$\text{Weighted Price} = (\text{On-Peak Price} \times \text{On-Peak ACF} \times \text{On-Peak Time} + \text{Off-Peak Price} \times \text{Off-Peak ACF} \times \text{Off-Peak Time}) \div (\text{On-Peak ACF} \times \text{On-Peak Time} + \text{Off-Peak ACF} \times \text{Off-Peak Time})$$

Where:

Renewable Fuel	On-Peak ACF	Off-Peak ACF	On-Peak Time	Off-Peak Time
Bioenergy (Renewable Biomass, Biogas and Landfill Gas)	0.850	0.850	0.43	0.57
On-Shore Wind	0.280	0.305	0.43	0.57
Solar (Rooftop Solar and Non-Rooftop Solar)	0.235	0.080	0.43	0.57
Waterpower	0.550	0.550	0.43	0.57

### 3.4.3 Maximum Weighted Price

The IESO has established a “**Maximum Weighted Price**” for each Renewable Fuel, as set out in the table, below. Any Proposal with a Weighted Price that is higher than the Maximum Weighted Price for the respective Renewable Fuel will be rejected by the IESO:

Renewable Fuel	Maximum Weighted Price (\$/MWh)
Renewable Biomass	156
Biogas	164
Landfill Gas	111
On-Shore Wind	115
Rooftop Solar	316
Non-Rooftop Solar	275
Waterpower	177

### 3.4.4 Evaluated Proposal Price

For the sole purpose of the evaluation process, the IESO will rank each Proposal which is in compliance with the conditions of Section 3.4.1 and which has a Weighted Price which is less than or equal to the Maximum Weighted Price for the applicable Renewable Fuel, according to its Evaluated Proposal Price.

The Evaluated Proposal Price is a function of the On-Peak Price and Off-Peak Price, the operating characteristics and value to the system of the Renewable Fuel, the contract structure and Term associated with the Renewable Fuel, and the Total Point Score awarded in Stage 3. The resulting Evaluated Proposal Price is used to determine the order that Proposals are assessed for available connection capacity using the TAT and the DAT processes.

The “**Evaluated Proposal Price**” is calculated as follows:

$$\text{Evaluated Proposal Price} = (\text{On-Peak Price} \times \text{On-Peak Factor} + \text{Off-Peak Price} \times \text{Off-Peak Factor}) \times \text{Dollar-Year Adjustment} \times \text{Levelization Adjustment} \times \text{Rated Criteria Adjustment} - \text{System Value Constant}$$

Where:

<b>Renewable Fuel</b>	<b>On-Peak Factor</b>	<b>Off-Peak Factor</b>	<b>Dollar-Year Adjustment</b>	<b>Levelization Adjustment</b>	<b>System Value Constant</b>
Bioenergy (Renewable Biomass, Biogas and Landfill Gas)	0.43	0.57	0.94	0.87	\$57
On-Shore Wind	0.41	0.59	0.92	0.87	\$48
Solar (Rooftop Solar and Non-Rooftop Solar)	0.69	0.31	0.94	0.84	\$76
Waterpower	0.43	0.57	0.85	0.80	\$61

The “**Rated Criteria Adjustment**” is calculated as follows:

$$\text{Rated Criteria Adjustment} = 1 - 0.4 \times \text{Total Point Score} \div 100$$

For example, if a Proposal received a Total Point Score of one hundred (100) out of hundred (100) points, then the Rated Criteria Adjustment for that Proposal would be 0.60. If a Proposal received a Total Point Score of eighty (80) out of one hundred (100) points, then the Rated Criteria Adjustment for that Proposal would be 0.68.



### 3.4.5 Initial Stack (All Renewable Fuels)

The IESO will create a single Initial Stack that will include Large Renewable Projects of all Renewable Fuels that have passed Stage 2 to assess for connection availability. Each of the Proposals whose Weighted Price does not exceed the Maximum Weighted Price for the applicable Renewable Fuel will be progressively selected from the lowest to highest Evaluated Proposal Price for inclusion in the Initial Stack.

For Proposals with an equal Evaluated Proposal Price (when rounded to two decimal places) as such other Proposals, each such Proposal will be ranked for inclusion in the Initial Stack on the basis of the unique number assigned to each such Proposal by a random number generator.

Any Proposal not selected in the Initial Stack will be rejected.

### 3.4.6 Connection Availability

Following the ranking of Proposals in the Initial Stack, the IESO will evaluate Proposals using its proposed Connection Point and Contract Capacity to account for Distribution System and Transmission System limits by confirming whether there is availability based on the TAT and the DAT (“**Connection Availability**”). The IESO will consider the Procurement Target for each Renewable Fuel in completing the Connection Availability assessment. The Registered Proponent acknowledges and agrees that the Connection Availability screen conducted pursuant to this LRP I RFP is distinct from, and in addition to, any Impact Assessments required pursuant to Laws and Regulations.

If the Registered Proponent indicates in the Proposal that, if applicable to the Connection Point, it would be willing to connect to a Companion Circuit instead of the Connection Point, or using a double tap connection configuration to both the Connection Point and a Companion Circuit, the IESO will consider such configurations prior to determining that the Proposal fails the Connection Availability assessment.

If a Proposal fails the Connection Availability assessment using the Connection Point and if the Registered Proponent has indicated they would be willing to connect their Large Renewable Project to a Companion Circuit, then the IESO will re-perform the Connection Availability Assessment by replacing the Connection Point with the identified Companion Circuit. If the Proposal passes the Connection Availability assessment using the Companion Circuit, the Companion Circuit shall be deemed to be the Connection Point for the remainder of this Stage 4 of this LRP I RFP.

If a Proposal fails the Connection Availability assessment using each of the Connection Point and the applicable Companion Circuit, and if the Registered Proponent has indicated they would be willing to connect using a double tap configuration to the Connection Point and the Companion Circuit, then the IESO will re-perform the Connection Availability assessment using a double tap connection configuration to both the Connection Point and the identified Companion Circuit. If the Proposal passes the Connection Availability assessment using the

double tap connection configuration, both Eligible Circuits shall be deemed to be the Connection Point for the remainder of this Stage 4 of this LRP I RFP.

If a Proposal fails the Connection Availability assessment using the Contract Capacity and if the Registered Proponent proposed an applicable First Alternate Contract Capacity, then the IESO will re-perform the Connection Availability assessment by replacing the Contract Capacity with the First Alternate Contract Capacity. If the Proposal passes the Connection Availability assessment using the First Alternate Contract Capacity, the Contract Capacity of the Large Renewable Project shall be deemed to be the First Alternate Contract Capacity for the remainder of Stage 4 of this LRP I RFP.

If a Proposal fails any part of the Connection Availability assessment using the First Alternate Contract Capacity and if the Registered Proponent proposed an applicable Second Alternate Contract Capacity, then the IESO will re-perform the Connection Availability assessment by replacing the Contract Capacity with the Second Alternate Contract Capacity. If the Proposal passes the Connection Availability assessment using the Second Alternate Contract Capacity, the Contract Capacity of the Large Renewable Project shall be deemed to be the Second Alternate Contract Capacity for the remainder of Stage 4 of this LRP I RFP.

The IESO will conduct the Connection Availability assessment in the following order, as applicable: first at the Connection Point, then at the Companion Circuit, and then at the double tap configuration at the Connection Point and Companion Circuit, for each of the Contract Capacity, then the First Alternate Contract Capacity, and then the Second Alternate Contract Capacity.

For greater clarity, except for a change in Connection Point as described above, a change in Contract Capacity as described above, or a change to the Site as described in Subsection 3.2.8(c), no other changes to the Proposal will be permitted.

**(a) Transmission Availability Test**

The TAT is a process to screen Proposals for their impact on the IESO-Controlled Grid. The TAT includes considerations for all Proposals with a lower Evaluated Proposal Price that have been processed, all prior IESO contracts, system capacity allocated to other IESO programs and any other generating facilities that are existing, committed or are the subject of a ministerial direction. It should be noted that the TAT is a screening process and as such it does not ensure ability to connect the Large Renewable Project.

**(b) Distribution Availability Test**

The DAT is a process to screen Proposals for their impact on the relevant Distribution System. The DAT includes considerations for the TAT, all Proposals with a lower Evaluated Proposal Price that have been processed, all prior IESO contracts and any other generating facilities that are existing, committed or are the subject of a ministerial direction. It should be noted that the DAT is a screening process and as such it does not ensure ability to connect the Large Renewable Project.

### 3.4.7 Final Stacks (One per Renewable Fuel)

Following the completion of the Connection Availability assessment of Proposals in the Initial Stack up to the applicable Procurement Target for each Renewable Fuel, the IESO will create a Final Stack for each Renewable Fuel. Each Proposal using a particular Renewable Fuel from the Initial Stack which passed the Connection Availability assessment will be progressively selected from the lowest to highest Evaluated Proposal Price for inclusion in the Final Stack for that Renewable Fuel such that the cumulative Contract Capacities of the selected Proposal(s) are intended to sum up to the Procurement Target for the Renewable Fuel.

Each Registered Proponent whose Proposal has been selected for inclusion in a Final Stack will become a Selected Proponent for such Proposal. Any Proposals not selected in the Final Stacks will be rejected.

The IESO, in its sole and absolute discretion, reserves the right to also select the Marginal Proposal for each Renewable Fuel to be included in the Final Stacks. The IESO also, in its sole and absolute discretion, reserves the right to reduce the Contract Capacity of the Marginal Proposal to reflect the First Alternate Contract Capacity or the Second Alternate Contract Capacity if such reduced Contract Capacity would not cause the cumulative Contract Capacities of the selected Proposals to exceed the applicable Procurement Target.

### 3.4.8 Potential Need to Repeat Evaluation

If a Proposal becomes non-compliant, including but not limited to the following reasons:

- (a) The Selected Proponent fails to deliver the Completion and Performance Security within ten (10) Business Days as required in Section 2.8;
- (b) The Selected Proponent fails to deliver the executed LRP I Contract within twenty (20) Business Days as required in Section 2.8;
- (c) The Registered Proponent or Selected Proponent makes or has made a material misrepresentation in the Proposal; and
- (d) The Registered Proponent or Selected Proponent is in breach or default of this LRP I RFP,

then the IESO reserves the right to repeat the evaluation process after rejecting such non-compliant Proposal starting with the step outlined in Section 3.4.6.

## 4. Terms and Conditions

### 4.1 General Terms and Conditions

- (1) Except where expressly set out to the contrary in this LRP I RFP, all Proposals shall become the property of the IESO and shall not be returned to the Registered Proponent.
- (2) For the purpose of determining time of receipt of any Proposal, the clock at the prescribed location for submission in Section 2.7.1 shall govern.
- (3) The onus remains solely with the LRP I Party to instruct courier and delivery personnel to deliver the Proposal to the relevant specified location by the Proposal Submission Deadline.
- (4) All Proposals must be complete in all respects at the time of the Proposal Submission Deadline.

### 4.2 Definitions

Capitalized terms used in this LRP I RFP have the respective meanings ascribed to them in Appendix A. Unless otherwise indicated, references to Sections and Appendices are references to sections and appendices in this LRP I RFP.

### 4.3 LRP I RFP Documents

The following materials form part of, and are incorporated into, this LRP I RFP:

- (1) the body of this LRP I RFP and all Appendices;
- (2) the LRP I Contract;
- (3) any Addenda;
- (4) the Prescribed Forms required under this LRP I RFP;
- (5) the Prescribed Templates required under this LRP I RFP.

Any conflict or inconsistency between the body of this LRP I RFP, the Appendices, the LRP I Contract and any Addenda shall be resolved by interpreting the documents and information in the following order from highest priority to lowest priority:

- (1) Addenda;
- (2) the body of this LRP I RFP and all Appendices;
- (3) the LRP I Contract;

- (4) any Prescribed Form required under this LRP I RFP;
- (5) any Prescribed Template required under this LRP I RFP.

All other information and materials (including but not limited to responses to questions or comments and information provided in Individual Information Sessions and supporting materials) are provided for information purposes only, do not form part of this LRP I RFP and are not binding on the IESO.

Any conflict or inconsistency between the terms of this LRP I RFP and the Proposal shall be resolved by interpreting such documents in the following order from highest priority to lowest priority:

- (1) this LRP I RFP; and
- (2) the Proposal,

where this LRP I RFP shall govern over the Proposal to the extent of any conflict or inconsistency.

#### 4.4 **Compliance**

If, in the sole and absolute discretion of the IESO, a Proposal does not comply with the requirements set out in this LRP I RFP, the IESO shall, without liability, cost or penalty, reject the Proposal and the Proposal shall not be given any further consideration. For purposes of this LRP I RFP, “**comply**” and “**compliance**” mean that the Proposal conforms to the requirements of this LRP I RFP without a Material Deviation.

Each Registered Proponent acknowledges and agrees that the IESO’s evaluation of compliance with the LRP I RFP is not an evaluation of absolute compliance and that the IESO may waive failures to comply that, in the IESO’s sole and absolute discretion, do not constitute a Material Deviation in accordance with this Section 4.4.

#### 4.5 **Cancellation or Return of Proposal Security**

For each Registered Proponent whose Proposal is rejected in Stage 1 or Stage 2, and subject to the IESO's right to draw upon the Proposal Security in Section 2.7, the applicable Proposal Security will be cancelled or returned within twenty (20) Business Days of the Registered Proponent being notified of the Proposal’s failure.

For each Registered Proponent whose Proposal passes Stage 2, but is rejected or not selected in Stage 4, and subject to the IESO's right to draw upon the Proposal Security in Section 2.7, the applicable Proposal Security will be returned or cancelled within twenty (20) Business Days of the IESO’s announcement of all of the Selected Proponents.

For each Selected Proponent, the applicable Proposal Security will be cancelled or returned upon delivery of the Completion and Performance Security due as per Section 2.7.1 and as per the terms of the LRP I Contract.

Selected Proponents that reject an awarded LRP I Contract because of the loss of access to overlapping Grid Cells as described in Subsection 3.2.8(c), the IESO will return the Proposal Security within twenty (20) Business Days of the Selected Proponent notifying the IESO of their rejection of the LRP I Contract.

#### **4.6 Registered Proponent's Costs**

Subject to Section 4.7, LRP I Parties will bear all costs and expenses in connection with their participation in this LRP I RFP, including any costs incurred in the review of the LRP I Documentation and any expert advice required in responding to this LRP I RFP. The IESO and its advisors shall not be liable to pay any LRP I Party costs under any circumstances except as set out in Section 4.7 and the IESO and its advisors shall not be liable for any other expense, cost, loss or any direct or indirect damage incurred or suffered by any LRP I Party or any third party resulting from the IESO exercising any of its express or implied rights under the LRP I RFP. In particular, the IESO will not reimburse the LRP I Party in any manner whatsoever in the event of rejection of any or all Proposals or in the event of the cancellation of this LRP I RFP for any reason. By submitting any Prescribed Form – Registration Form or any Proposals in response to this LRP I RFP, the LRP I Party irrevocably and unconditionally waives any claims against the IESO and its advisors relating to the LRP I Party's costs and expenses. Further, the IESO will not, and is under no obligation to, reimburse any interested person that becomes a Registered Proponent, whether or not such Registered Proponent submitted a Proposal.

#### **4.7 Material Breach of "Contract A"**

The LRP I Party agrees that, if the IESO commits a material breach of this LRP I RFP (that is, a material breach of "Contract A"), the IESO's liability to the LRP I Party and the aggregate amount of damages recoverable against the IESO for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the IESO, shall be no greater than the submission preparation costs that the LRP I Party seeking damages from the IESO can demonstrate.

#### **4.8 Verification**

All statements, information and documentation submitted as part of the Proposal are subject to verification and enforcement in accordance with the terms of this LRP I RFP and the LRP I Contract as applicable. If such statements, information or documentation are determined by the IESO to be incorrect or misleading, the IESO reserves the right to re-evaluate the Registered Proponent's compliance with the Mandatory Requirements in Stage 2, revise any point scores awarded to the Proposal in Stage 3, and to revise the Proposal's standing in Stage 4.

#### 4.9 Electricity Framework in Ontario

Notwithstanding anything to the contrary, each LRP I Party acknowledges that:

- (a) the Ministry of Energy and the Minister of Energy have multiple statutory and other legal responsibilities relating to the IESO, Hydro One, OPG, and the ESA and other Ministries within the Government of Ontario;
- (b) the IESO, Hydro One, OPG, and the ESA have multiple statutory and other legal obligations to the Ministry of Energy, the Minister of Energy and other Ministries and Ministers within the Government of Ontario; and
- (c) the Ministry of Energy and the Minister of Energy and other Ministries and Ministers within the Government of Ontario are responsible for setting electricity policy in the Province of Ontario, including through the issuance of Ministerial directives and monitoring the implementation of the Government of Ontario's policies;

and in order to meet these statutory and other legal responsibilities and roles ongoing communications (including communications relating to this LRP I RFP, with the exception of communicating in relation to this LRP I RFP with OPG) will take place between Ministry of Energy, Minister of Energy and these noted parties and between the noted parties and Ministry of Energy, Minister of Energy and as such, such communications shall be considered as communications for Permitted Purposes and shall not give rise to a Conflict of Interest.

By submitting any Prescribed Form – Registration Form or any Proposals in response to this LRP I RFP, the LRP I Party irrevocably and unconditionally waives any claim or right in law or otherwise to make a claim or bring action of any kind against the IESO and the noted parties relating to such communications.

#### 4.10 Other Procurement Processes

Participation in the LRP I RFP shall not preclude participation in any other present or future IESO procurements (provided that all requirements and criteria set out under each such procurement are satisfied).

This LRP I RFP is not in any way intended to preclude, restrict or otherwise discourage any interested party from proceeding with the development of new generating facilities outside the scope of the IESO's procurement processes.

#### 4.11 LRP I Contract

All Selected Proponents shall sign the LRP I Contract in the form circulated by the IESO within twenty (20) Business Days of being notified in writing of its selection in accordance with Section 2.8 and shall deliver such other closing documents (such as certificates of status, officer's certificates and opinions of counsel) as the IESO or its advisors requests within such time frame.



#### 4.12 **No Exclusivity of Contract**

The LRP I Contract(s) executed with Suppliers will not be exclusive contract(s) for the provision of LRP facilities.

#### 4.13 **Governing Law**

This LRP I RFP shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each LRP I Party submits to the exclusive jurisdiction of the courts of the Province of Ontario situated in Toronto.

#### 4.14 **Reserved Rights**

The IESO reserves the right to:

- (1) make public the names of any or all LRP I Parties and members of their respective teams;
- (2) request written clarification or the submission of supplementary written information from any Registered Proponent and incorporate a Registered Proponent's response to that request for clarification into the Registered Proponent's Proposal;
- (3) meet with some or all Registered Proponents to discuss aspects of their Proposals;
- (4) verify with any Registered Proponent or Selected Proponent, or with a third party, any information set out in a Proposal;
- (5) contact any party providing financing, including obtaining information on such party whether directly from the party or a third party;
- (6) check references other than those provided by any Registered Proponent or Selected Proponent;
- (7) reject any Proposal that is unsigned, improperly signed, illegible, obscure, contains arithmetical errors, omissions, erasures, alterations, or irregularities of any kind, or contains misrepresentations or any other inaccurate or misleading information;
- (8) without any liability, cost or penalty, and in addition to any other remedies available to it at law, revoke an interested party's status as a Registered Proponent or Selected Proponent and reject any Proposals of such Registered Proponent or Selected Proponent, if such Registered Proponent, or any of its employees, agents, contractors or representatives, discusses or attempts to discuss this LRP I RFP, or any Proposals, contrary



to the prohibitions contained in this LRP I RFP, except through the channels expressly prescribed in this LRP I RFP;

- (9) waive any informality or irregularity at the IESO's sole discretion;
- (10) reject the Proposal of any Registered Proponent or Selected Proponent who has engaged in conduct prohibited by this LRP I RFP;
- (11) make changes, including substantial changes, to this LRP I RFP provided that those changes are issued by way of Addenda in the manner set out in this LRP I RFP;
- (12) cancel this LRP I RFP process at any stage and for any reason;
- (13) cancel this LRP I RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (14) reject any or all Proposals at the IESO's sole and absolute discretion;
- (15) select only one (1) Proposal; and
- (16) if only one (1) Proposal is received, elect to select or reject it,

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

By submitting a Proposal, the Registered Proponent, on its own behalf and on behalf of each member of the Proponent Team to which it belongs, authorizes the collection by the IESO of the information set out under Subsections 4.14(4), (5) and (6).

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## APPENDIX A GLOSSARY OF TERMS

Definition	
Abuts	Means in respect of two (2) or more Properties, Properties that have a common border or boundary or are only separated from such common border or boundary by one or more contiguous right(s)-of-way (other than a right-of-way in respect of which the owner, lessee, occupant or resident of one of such Properties has a property interest) having a cumulative width, at any point, of not greater than fifteen (15) metres. For greater certainty, Properties separated by “highways” (as defined in the <i>Highway Traffic Act</i> , RSO 1990, c H.8) or “railways” (as defined in the <i>Canada Transportation Act</i> , SC 1996, c 10) do not Abut. <b>Abutting</b> shall have a corresponding meaning.
Aboriginal Community/ies	Means a First Nation Community or a Métis Community.
Aboriginal Participation Level	Means the percentage of the total Economic Interest in a Registered Proponent or a Supplier that is held by one or more Aboriginal Communities, provided that and so long as a Registered Proponent or a Supplier, as the case may be, is itself an Aboriginal Community, the applicable Aboriginal Participation Level shall be one hundred per cent (100%).
Aboriginal Participation Project	Means a Large Renewable Project or a Renewable Generating Facility, as the case may be, in respect of which: (a) the Aboriginal Participation Level is greater than or equal to ten per cent (10%); or (b) the Registered Proponent or Supplier, as the case may be, is an Aboriginal Community.
Access Rights	Has the meaning given to it in Subsection 3.2.8(a).
Addendum or Addenda	Means any addendum issued by the IESO and identified as an “Addendum to LRP I RFP”.
Algonquins of Ontario Land Claim Acknowledgement Declaration	Means a declaration in the form prescribed by the MNRF relating to the Algonquins of Ontario land claim settlement that has been signed by the Registered Proponent and was delivered to the MNRF at least ten (10) Business Days prior to the Proposal Submission Deadline.
Alternative TS	Means a Transformer Station that is not an Eligible TS, other than a Transformer Station identified as having “No Area Availability” in the transmission availability tables published on the LRP Website from time to time, that is fully described in the Prescribed Form – Proposal Workbook.

Ancillary Service	Has the meaning given to it in the Market Rules.
Appendix or Appendices	Means the Appendix or Appendices that form part of this LRP I RFP.
Applicant of Record Status	Means selection by the MNRFP as an “Applicant of Record” in respect of the lands comprising the Site, in whole or in part, that are located on provincial Crown land, pursuant to the MNRFP’s applicable policies and procedures.
Approved Official Plan	Means the current official plan approved under Section 17 of the <i>Planning Act</i> , RSO 1990, c P.13.
Behind-the-Meter Facility	Means an Electricity generating facility that is connected to a Host Facility such that Electricity Delivered by such Renewable Generating Facility is recorded on the Host Facility’s Electricity meter.
Behind-the-Meter Project	Means a proposed Behind-the-Meter Facility.
Bioenergy	Means Renewable Biomass, Biogas or Landfill Gas.
Biogas	Has the meaning given to it in O. Reg. 160/99, made under the Electricity Act, which for clarity does not include Landfill Gas.
Business Day	Means a day, other than a Saturday or Sunday or a holiday as defined in Section 88 of the <i>Legislation Act, 2006</i> , SO 2006, c. 21, Schedule F.
Buyer	Means the IESO and its successors or permitted assignees.
Canada Land Inventory or CLI	Means an interpretive system for assessing the effects of climate and soil characteristics on the limitations of land for growing common field crops. Information about the Canada Land Inventory and its classification system is available on the Ministry of Agriculture, Food and Rural Affairs webpage: <a href="http://www.omafra.gov.on.ca/english/landuse/classify.htm">http://www.omafra.gov.on.ca/english/landuse/classify.htm</a> .  Mapping to be used for the purpose of the LRP I RFP is accessible on the Ministry of Agriculture, Food and Rural Affairs webpage: <a href="http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm">http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm</a> .
Circuit	Means the set of three (3) conductors, one (1) for each electrical phase, that transmit Electricity from one power system station to another.
CLI Class 1 Lands	Means the lands designated as “Class 1” pursuant to the Canada Land Inventory.
CLI Class 2 Lands	Means the lands designated as “Class 2” pursuant to the Canada Land Inventory.

CLI Class 3 Lands	Means the lands designated as “Class 3” pursuant to the Canada Land Inventory.
CLI Organic Lands	Means the lands designated as “organic soils” on the Ontario Ministry of Agriculture, Food and Rural Affairs’ CLI mapping, accessible at: <a href="http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm">http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm</a> .
Commercial Operation	Means the commencement of operation of the new Large Renewable Project in compliance with all Laws and Regulations after the completion of construction, completion of connection and synchronization to the IESO-Controlled Grid or Distribution System, as applicable, and completion of all commissioning tests, and the requirements for commercial operation set out in the LRP I Contract have been satisfied.
Commercial Operation Date	Means the date on which Commercial Operation is first attained.
Commitment Letter	<p>Means a letter of intent from a Designated Equity Provider to the Registered Proponent to advance or provide the amount of equity for the Large Renewable Project, or a portion of the Large Renewable Project.</p> <p>At the minimum, the Commitment Letter should demonstrate that the Designated Equity Provider has (i) reviewed the LRP I RFP and the material aspects of the Proposal, as determined by the Designated Equity Provider, including the completed Prescribed Form – Proposal Workbook and the Proposal Price Statement, and (ii) agreed in principle to advance or provide the amount of equity, as applicable, for the Large Renewable Project, in the specific Dollar amount specified in the Commitment Letter, subject to the satisfaction of specific objective conditions.</p>
Community Engagement Plan	Has the meaning given to it in Subsection 3.2.5(a)(i).
Companion Circuit	Means another Eligible Circuit that is located on the same tower as the Eligible Circuit specified in the Proposal on which the Connection Point is located.
Comparable Facility	Means a Generation Facility, other than the Large Renewable Project(s), that is not a Similar Facility, with a Nameplate Capacity, alone or together with one or more other Comparable Facilities and Similar Facilities, as applicable, of at least two hundred per cent (200%) of the proposed aggregate Contract Capacity of the Large Renewable Project(s). For greater certainty, a Generation Facility of less than or equal to 10 kW will not be considered a Comparable Facility. The Generation Facilities used to evidence experience for each Similar Facility and each Comparable Facility must be distinct (no double counting).
Completeness Requirements	Has the meaning given to it in Section 3.1.

Completion and Performance Security	Means the financial security that the Supplier is required to provide to the Buyer prior to and after the execution of the LRP I Contract as additional assurance that, among other things, the Supplier will meet the MCOB for the Large Renewable Project, and will diligently operate and maintain the Large Renewable Project over the Term in accordance with the LRP I Contract.
Conflict of Interest	Means any situation or circumstance where, in relation to this LRP I RFP process, the Registered Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) having or having access to information in the preparation of its Proposal that is confidential to the IESO or the Government of Ontario and not available to other Registered Proponents; (ii) communicating with any official or representative of the IESO or the Government of Ontario or members of the Evaluation Team with a view to influencing preferred treatment in this LRP I RFP process; or (iii) engaging in conduct (including engaging in any Prohibited Communications) that compromises or could be seen to compromise the integrity of the open and competitive LRP I RFP process and render that process non-competitive and unfair.
Connection Availability	Has the meaning given to it in Section 3.4.6.
Connection Cost Agreement	Has the meaning given to it in the Distribution System Code for a connection to the Distribution System, and means a “connection and cost recovery agreement” or similar agreement entered into with the applicable Transmitter for a connection to the IESO-Controlled Grid.
Connection Impact Assessment	Means an assessment conducted by an LDC to determine the impact on the Distribution System of connecting the Large Renewable Project to its Distribution System.
Connection Line	Means the electrical connection line running to the Connection Point from the Site.
Connection Point	Means the electrical point of connection between the Large Renewable Project and a Distribution System or the IESO-Controlled Grid where Electricity is, or will be, injected into a Distribution System or the IESO-Controlled Grid (as applicable).
Constructing	Means prior demonstrable experience in building, erecting, constructing, installing, testing, start-up and commissioning; each of which must have been completed prior to the Proposal Submission Deadline.
Contract Capacity	Means that portion of the Nameplate Capacity, expressed in MW, that is associated with a Large Renewable Project.

Control Group Member	Means in respect of any entity (the “ <b>Reference Entity</b> ”), an entity that: (a) Controls the Reference Entity, or (b) is Controlled by the Reference Entity, or (c) is Controlled by the same entity that Controls the Reference Entity.
Controlled or Controls	Means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary, other than solely as the beneficiary of an unrealized security interest, securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty per cent (50%) or more of individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise.
Co-op	Means a co-operative corporation, as defined in the <i>Co-operative Corporations Act</i> , RSO 1990, c C.35, with its head office located in Ontario.
Corresponding First Nation Community	Has the meaning given to it in the definition of First Nation Lands.
CPI or Consumer Price Index	Means the consumer price index for “All Items” published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Ontario.
Crown	Means Her Majesty the Queen in Right of the Province of Ontario or Her Majesty the Queen in Right of Canada.
Crown Land Site Report	Means a “Crown Land Site Report” in the format and as defined by the MNRF at <a href="https://www.ontario.ca/rural-and-north/renewable-energy-crown-land">https://www.ontario.ca/rural-and-north/renewable-energy-crown-land</a> .
Customer Impact Assessment	Means a study conducted by a Transmitter to assess the impact of the connection of a Large Renewable Project on other users of the IESO-Controlled Grid.
DBRS	Means DBRS Limited and its successors.
Deadline for Issuing Addenda	Means the date and the time on the Timetable or as amended in accordance with this LRP I RFP.
Debt	Means the funds borrowed by the Registered Proponent to finance the Large Renewable Project.
Delivered	Means, in relation to Electricity and certain Related Products, delivered to the Connection Point and successfully directly injected into a Distribution System or the IESO-Controlled Grid (which, for greater certainty, is net of Site-Specific Losses), and Deliver and Delivering have the corresponding meanings.

Designated Associate	Means an individual or employee of a firm who is under contract to the Qualified Applicant that was identified in response to the LRP I RFQ to assist it in meeting the Qualified Applicant’s Development Experience requirements and that had obtained its Development Experience in a Managerial Capacity.
Designated Employee	Means an individual who is either a principal, officer or an employee of the Qualified Applicant or a Control Group Member of the Qualified Applicant that was identified in response to the LRP I RFQ and that had obtained its Development Experience in a Managerial Capacity.
Designated Equity Provider	Has the meaning given to it in Section 3.2.10.
Designated Team Members	Means the Designated Associates and Designated Employees, each of which are members of the Proponent Team.
Developing	<p>Means prior demonstrable experience in engaging in community and municipal consultations, obtaining site access, obtaining regulatory and environmental approvals and other permits necessary for construction of a facility, and undertaking the procedural aspects of consultation with Aboriginal Communities that are required to support the Crown’s duty to consult obligations; each of which must have been completed prior to the Proposal Submission Deadline.</p> <p>Notwithstanding the foregoing:</p> <p>(a) for Waterpower facilities the work towards obtaining the regulatory and environmental approvals and other permits necessary for construction of a facility, and undertaking the procedural aspects of consultation with Aboriginal Communities that are required to support the Crown’s duty to consult obligations, must only be underway (i.e. a notice of commencement has been posted and a public meeting has been held for the Similar Facility) by the Proposal Submission Deadline (or Qualification Submission Deadline, if applicable); and</p> <p>(b) for all Renewable Fuels, experience in the procedural aspects of consultation with Aboriginal Communities that are required to support the Crown's duty to consult obligations need not be complete as of the Proposal Submission Deadline to the extent reasonably necessary to support the Crown's duty to consult obligations which continue beyond the Proposal Submission Deadline (or Qualification Submission Deadline, if applicable).</p>
Development Experience	Means experience in Planning, Developing, Financing, Constructing and Operating as provided in Appendix B, and which was assessed as part of the LRP I RFQ.



Direct Economic Interest	Means, with respect to any Person, an Economic Interest held directly in such Person and not through any other entity, whether through a holding corporation, trust, partnership or otherwise.
Distribution Availability Test or DAT	Means the process set out in Subsection 3.4.6(b) of this LRP I RFP.
Distribution System	Means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the System Operator pursuant to the Distribution System Code.
Distribution System Code	Means the “Distribution System Code” established and approved by the OEB, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.
Dollar, dollar or \$	Means Canadian currency unless otherwise specifically set out to the contrary.
Dollar-Year Adjustment	Means the adjustment to account for price escalation mechanisms and the Term of the LRP I Contract and has the value ascribed to it in Section 0.
Economic Interest	Means, with respect to any Person other than a Natural Person, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person, by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, membership in a Co-op, or, in the sole and absolute discretion of the IESO, other similar ownership interest.
Electricity	Means electric energy, measured in MWh.
Electricity Act	Means the <i>Electricity Act, 1998</i> , SO 1998, c 15, Sched A.
Eligible Circuit	Means a Circuit operating at less than 500 kV identified in the transmission availability table(s), other than a Circuit identified as having “No Area Availability”, as published on the LRP Website from time to time.
Eligible TS	Means a Transformer Station identified in the transmission availability table(s), other than a Transformer Station identified as having “No Area Availability”, as published on the LRP Website from time to time.

Environmental Activity and Sector Registry	Means the registry established under subsection 20.20(1) of the <i>Environmental Protection Act</i> , RSO 1990, c E.19.
EPT	Means Eastern Prevailing Time.
ESA	Means the Electrical Safety Authority or its successors.
Evaluated Proposal Price	Means the evaluated proposal price as determined pursuant to Section 0.
Evaluation Team	Means collectively, the IESO's personnel and advisors who are involved in evaluating the Proposals.
Excluded Purposes	Has the meaning given to it in Subsection 2.6.3(c).
Executive Summary	Means the executive summary as described in Section 2.7.1.
Existing Renewable Generation Facility	Means a Renewable Generating Facility, whose Generating Equipment is commercially operational and is connected to the IESO-Controlled Grid, Distribution System or end user prior to March 31, 2014, being the date of a Ministerial Direction. For greater certainty, a Renewable Generating Facility is considered to be commercially operational if it has received market revenues and has operated for more than five hundred (500) hours per year in any of the past three (3) years.
Expansion	Means an addition of generating unit(s) to an Existing Renewable Generation Facility which: (a) is not intended to replace any Generating Equipment that operates, or had operated within twelve (12) months of the date of submission of the Proposal, at the Existing Renewable Generation Facility; (b) generates electricity output in addition to the electricity output of other generating units that operate or operated at the Existing Renewable Generation Facility; (c) has separate revenue grade meters that conform with the contract requirements and are dedicated to measuring the electrical output of the added generators and that are accessible to the IESO; and (d) does not include any of the electricity generating capacity available from the Existing Renewable Generation Facility.
Fairness Advisor	Means the person who is retained by the IESO to provide: (a) assurance that the evaluation process is fair and transparent, and (b) a written statement that attests that the procurement process was conducted in a fair and transparent manner.
Final Stacks	Means the stacks of Proposals determined as specified in Section 3.4.7.

Financing	Means prior demonstrable experience arranging project financing, bank financing or on balance sheet financing sufficient to commence construction; which must have been completed prior to the Proposal Submission Deadline (or Qualification Submission Deadline, if applicable).
FIPPA	Means the <i>Freedom of Information and Protection of Privacy Act</i> , RSO 1990, c F.31.
First Alternate Contract Capacity	Means the portion of the Nameplate Capacity, if any, expressed in MW, which is less than the Contract Capacity and is proposed by a Registered Proponent for the purpose of the Connection Availability assessment in Section 3.4.6.
First Nation Community	<p>Means, for the purposes of this LRP I RFP,</p> <ul style="list-style-type: none"> <li>(a) a First Nation in Ontario that is a “band” as defined in the <i>Indian Act</i>, RSC 1985, c I-5;</li> <li>(b) a Person, other than a Natural Person, that has previously been determined by the Government of Ontario to represent the collective interests of a community that is composed of Aboriginal Natural Persons in Ontario, excluding Persons who form a Métis Community; or</li> <li>(c) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of this LRP I RFP to represent the collective interests of a community that is composed of Aboriginal Natural Persons in Ontario, excluding Persons who form a Métis Community.</li> </ul>

First Nation Lands	<p>Means in respect of a particular First Nation within the meaning of paragraph (a) of the definition of First Nation Community (the “<b>Corresponding First Nation Community</b>”), the following:</p> <ul style="list-style-type: none"> <li>(a) “reserve land” as set out in the <i>Indian Act</i>, RSC 1985, c I-5;</li> <li>(b) “designated lands” as set out in the <i>Indian Act</i>, RSC 1985, c I-5;</li> <li>(c) “special reserves” as set out in s. 36 of the <i>Indian Act</i>, RSC 1985, c I-5;</li> <li>(d) fee simple lands that are held in trust for the benefit of a First Nation in Ontario that is a “band” as defined in the <i>Indian Act</i>, RSC 1985, c I-5, provided that those lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve lands pursuant to Canada’s “Additions to Reserve Policy”;</li> <li>(e) Crown lands or other lands that Canada has agreed to recommend be set apart as reserve for a First Nation in Ontario that is a “band” as defined in the <i>Indian Act</i>, RSC 1985, c I-5 in settlement of such First Nation’s land claim; or</li> <li>(f) lands acquired and held by a First Nation in Ontario that is a “band” as defined in the <i>Indian Act</i>, RSC 1985, c I-5 in the exercise of its powers under paragraph 18(2)(a) of the <i>First Nations Land Management Act</i>, SC 1999, c 24, provided that such lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve pursuant to Canada’s “Additions to Reserve Policy”.</li> </ul>
Fitch	Means Fitch IBCA, Duff & Phelps, a division of Fitch Inc., or its successors.
GAAP	Means Canadian or U.S. generally accepted accounting principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Financial Accounting Standards Board, as applicable, or any successor institutes, or if a Person is required to use the International Financial Reporting Standards adopted by the International Accounting Standards Board, then such standards or any replacement standards that may be similarly mandated for a Person’s use, all applied on a consistent basis.
Generating Equipment	Means equipment used by a Large Renewable Project or a Renewable Generating Facility in the generation of Electricity, such as wind turbines, solar (PV) modules, hydroelectric turbines, biomass-fired boilers and generating sets for the combustion of Biogas or Landfill Gas, but does not include transformers or other equipment used to transform or transmit such Electricity.

Generation Facility	Means a non-renewable or renewable generating facility.
Glossary of Terms	Means this Glossary of Terms forming part of this LRP I RFP attached as Appendix A hereto.
Government of Ontario	Means Her Majesty the Queen in Right of Ontario.
Governmental Authority	Means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the System Operator, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority.
Grid Cell	Means grid areas (ranging between 45 to 65 hectares each) that the Province of Ontario has been divided into for the purposes of applying for potential On-Shore Wind and Solar projects located on Crown land. Each grid cell has a unique 12 digit reference number and is bounded by lines of geographic latitudes and longitudes based on the NAD 83 (CSRS98) datum using increments of 30 seconds of the series 50 degrees 00' 00", 50 degrees 00' 30", 50 degrees 01' 00", and which is referred to by the latitude and longitude of its northeast corner, as determined or modified from time to time by the MNR. On the Ontario Renewable Energy Atlas grid cells are also referred to as "Windpower Allocation Blocks".
HST	Means the goods and services tax eligible pursuant to the <i>Excise Tax Act</i> , RSC 1985, c E-15, or any successor thereto, including for greater certainty the "Harmonized Sales Tax". For clarity, the HST rate in the Province of Ontario as of the date of issuance of this LRP I RFP is thirteen per cent (13%).
Host Facility	Means a facility which: (a) Renewable Generating Facility would have, or has an electrical connection through which Electricity is or is proposed to be injected into the Host Facility's electricity system; and (b) is either (i) directly connected to a Distribution System or (ii) connected to the IESO-Controlled Grid directly or through one or more other facilities (which other facility is not, for greater certainty, a Distribution System).
Hydro One	Means Hydro One Networks Inc. or its successors.
IESO	Means the Independent Electricity System Operator of Ontario established under Part II of the Electricity Act, and its successors and assigns.

IESO-Administered Markets	Means the markets established by the Market Rules.
IESO-Controlled Grid	Means the IESO-Controlled Grid as defined by the Market Rules.
Impact Assessment	Means a Connection Impact Assessment, a System Impact Assessment or a Customer Impact Assessment, as applicable.
Independent Engineer	Means an engineer that is (i) a Professional Engineer duly qualified and licensed to practise engineering in the Province of Ontario; and (ii) employed by an independent engineering firm which holds a certificate of authorization issued by Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by the Registered Proponent or the Supplier, as applicable, and that does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the Large Renewable Project or the Renewable Generating Facility, as applicable.
Individual Information Session	Has the meaning given to it in Section 2.4.
Initial Stack	Means the stack of Proposals determined as specified in Section 3.4.5.
kV	Means kilovolt.
kW	Means kilowatt.
Land Evaluation Study	Means, a land evaluation study performed in accordance with the prescribed standardized methodology accompanied by a peer review process (“ <b>Peer Review Process</b> ”), as set out by the Ontario Ministry of Agriculture, Food and Rural Affairs at the URL <a href="http://www.energy.gov.on.ca/en/lrp-land-evaluation-study/">http://www.energy.gov.on.ca/en/lrp-land-evaluation-study/</a> .
Land Use Planner	Means a Natural Person who is a member in good standing of the Canadian Institute of Planners and is a registered professional planner in Ontario.
Landfill Gas	Means the Renewable Fuel used by a Landfill Gas Facility.
Landfill Gas Facility	Means a Renewable Generating Facility that utilizes gas collected from the decomposition of organic materials in a landfilling site and which is located at the same landfilling site.

<p>Large Complex Infrastructure Project or LCIP</p>	<p>Means a large infrastructure project located in Canada that is less than twenty (20) years old with a project value (in 2014 dollars, adjusted using CPI) of at least \$10 million, \$100 million or \$200 million, as provided in Appendix B, which was procured through a design, build and finance procurement model or where the project owner completed the design, construction and financing itself, and is determined by the IESO, acting reasonably, to be of similar complexity to a Large Renewable Project. Without limiting the generality of the foregoing, a Large Complex Infrastructure Project may include a transmission line, pipeline, hospital, highway, bridge, border crossing, railway, airport, prison, water or wastewater treatment facility, or transit infrastructure. For greater certainty, the Large Complex Infrastructure Project must have been completed after 1994.</p>
<p>Large Renewable Procurement or LRP</p>	<p>Has the meaning given to it in Section 1.2.</p>
<p>Large Renewable Project</p>	<p>Means a proposed Renewable Generating Facility to be developed, constructed, owned and operated by the Supplier under an LRP I Contract. For greater certainty, a Large Renewable Project must have a Contract Capacity of greater than 250 kW in the case of a project that is or will be connected to a less than 15 kV line and greater than 500 kW in the case of a project that is or will be connected to a 15 kV or greater line.</p>
<p>Large Renewable Project Website</p>	<p>Has the meaning given to it in Section 3.2.4.</p>



Laws and Regulations	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) applicable domestic (federal, provincial or municipal) or foreign laws, orders-in council, by-laws, codes, rules, policies, regulations and statutes;</li> <li>(b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;</li> <li>(c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;</li> <li>(d) any requirements under or prescribed by applicable common law;</li> <li>(e) the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and</li> <li>(f) the Market Rules, as well as any manuals or interpretation bulletins issued by the System Operator from time to time that are binding on the Registered Proponents.</li> </ul>
LDC	Means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor”.
Levelization Adjustment	Means the adjustment to account for the different MCODs for each Renewable Fuel and has the value ascribed to it in Section 0.
Local Municipality	Means any corporation that is a “local municipality” as defined in and for the purposes of the <i>Municipal Act, 2001</i> , SO 2001, c 25 or the <i>City of Toronto Act, 2006</i> , SO 2006, c 11, Sched A.
Local Services Board	Means a “Board” as defined in and for the purposes of Part I of the <i>Northern Services Boards Act</i> , RSO 1990, c 28.
LRP I Contract	Means an LRP I Contract executed between a Supplier and the IESO at the conclusion of the LRP I RFP, if any.
LRP I Documentation	Means this LRP I RFP, the form of LRP I Contract, any Prescribed Form required under this LRP I RFP and any Prescribed Template required under this LRP I RFP, all of which may be amended in accordance with Section 2.3 of this LRP I RFP.

LRP I Party	Means any Qualified Applicant, Qualified Proponent, Registered Proponent, Control Group Member of a Qualified Applicant, or Control Group Member of a Registered Proponent or Selected Proponent as the context requires.
LRP I RFP	Means this Request for Proposals for renewable energy supply.
LRP I RFQ	Has the meaning given to it in Section 1.2.
LRP Website	Means the Large Renewable Procurement section of the IESO website, dedicated to this procurement including this LRP I RFP, located at <a href="http://www.ieso.ca/lrp">www.ieso.ca/lrp</a> .
LTEP	Means the Long-Term Energy Plan described in Section 1.2.
Managerial Capacity	Means that the Designated Employee or Designated Associate personally, and with respect to the Similar Facility/Comparable Facility for Designated Team Member Development Experience and Similar Facility/Comparable Facility/Large Complex Infrastructure Project for Registered Proponent or Control Group Member Experience, was responsible or managed those that were responsible for these specific functions (planning, developing and/or overseeing the construction of the Similar Facility/Comparable Facility for Designated Team Member Experience and Similar Facility/Comparable Facility/Large Complex Infrastructure Project for Registered Proponent or Control Group Member Development Experience) and exercised discretion over the day-to-day operations of the activity or function for which the individual had authority.
Mandatory Requirements	Has the meaning given to it is Section 3.2.
Marginal Proposal	Refers to the Proposal (or Proposals, where there are two or more Marginal Proposals that have the identical Evaluated Proposal Price) that cause(s) the cumulative Contract Capacities of such Proposals to exceed the applicable Procurement Target.
Market Rules	Means the rules made under Section 32 of the Electricity Act, as amended from time to time.
Material Deviation	Means a failure of a Proposal to comply with a requirement set out in the LRP I RFP that, in the opinion of the IESO, results in a material component of the requirement set out in the LRP I RFP not being complied with.
Maximum Weighted Price	Has the meaning given to it in Section 3.4.3.

Métis Community	Means, for the purposes of this LRP I RFP:  (a) the Métis Nation of Ontario or any of its active Chartered Community Councils;  (b) a Person, other than a Natural Person, that has previously been determined by the Government of Ontario to represent the collective interests of a community that is composed of Métis Natural Persons in Ontario; or  (c) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of the LRP to represent the collective interests of a community that is composed of Métis Natural Persons in Ontario.
Milestone Date for Commercial Operation or MCOD	Has the meaning given to it in Subsection 3.2.3(l).
Ministerial Direction	Means the directions identified in Section 1.2, as may be supplemented, amended or replaced from time to time.
Minister of Energy	Means the Minister of Energy of the Province of Ontario.
Ministry/ies	Refers to the respective Ministry/ies in the Province of Ontario.
Ministry of Energy	Refers to the Ministry of Energy of the Province of Ontario.
Ministry of the Environment and Climate Change or MOECC	Refers to the Ministry of the Environment and Climate Change of the Province of Ontario.
Ministry of Natural Resources and Forestry or MNRF	Refers to the Ministry of Natural Resources and Forestry of the Province of Ontario.
Moody's	Means Moody's Investors Service, Inc. or its successor.
MTCS	Refers to the Ministry of Tourism, Culture and Sport of the Province of Ontario.
MTCS Archaeological Sites Confirmation	Means preliminary information in writing from MTCS regarding any known archaeological resource located within two hundred and fifty (250) metres of the Site.

Municipality	Means any corporation that is a “local municipality” or an “upper-tier municipality” as defined in and for the purposes of the <i>Municipal Act, 2001</i> , SO 2001, c 25 or the <i>City of Toronto Act, 2006</i> , SO 2006, c 11, Sched A.
MW	Means megawatt.
MWh	Means megawatt hour.
Nameplate Capacity	Means the manufacturer’s total installed rated capacity of the Generation Facility to generate Electricity, expressed in MW or kW and includes the Contract Capacity. For clarity, for Solar Facilities, the manufacturer’s total installed rated capacity is determined by taking the lesser of: (a) the sum of the manufacturer’s capacity ratings (in direct current kW) for normal operation (e.g. continuous output ratings) of the installed solar modules (i.e. panels) of the Generation Facility; and (b) the sum of the manufacturer’s capacity ratings (in alternating current kW) for normal operation (e.g. continuous output ratings) of the installed inverters of the Generation Facility.
Natural Person	Means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representative.
New Build	Means construction of Renewable Generating Facilities that is not a Redevelopment or Expansion of an Existing Renewable Generation Facility.
Non-Rooftop Solar	Means the Renewable Fuel used by a Non-Rooftop Solar Facility.
Non-Rooftop Solar Facility	Means a solar (PV) Renewable Generating Facility that is not a Rooftop Solar Facility.
OEB	Means the Ontario Energy Board or its successor.
Off-Peak ACF	Means the annual capacity factor for a Renewable Fuel during Off-Peak Hours and has the value ascribed to it Section 3.4.2.
Off-Peak Factor	Means, for each Renewable Fuel, the estimated proportional amount of Electricity produced during Off-Peak Hours, and has the value given to it for the Renewable Fuel used by the Large Renewable Project in Section 0.
Off-Peak Hour	Means any hour that is not an On-Peak Hour.
Off-Peak Price	Means the price set out by a Registered Proponent in the Proposal in accordance with this LRP I RFP and stated in \$/MWh that will apply during Off-Peak Hours.
Off-Peak Time	Means the ratio of Off-Peak Hours to total hours over a period and has the value ascribed to it Section 3.4.2.

On-Peak ACF	Means the annual capacity factor for a Renewable Fuel during On-Peak Hours and has the value ascribed to it Section 3.4.2.
On-Peak Factor	Means, for each Renewable Fuel, the estimated proportional amount of Electricity produced during On-Peak Hours, and has the value given to it for the Renewable Fuel used by the Large Renewable Project in Section 0.
On-Peak Hour	Means all hours between and including 7:00:00 and 21:59:59 (in EST) on a Business Day.
On-Peak Price	Means the price set out by a Registered Proponent in the Proposal in accordance with this LRP I RFP and stated in \$/MWh that will apply during On-Peak Hours.
On-Peak Time	Means the ratio of On-Peak Hours to total hours over a period and has the value ascribed to it Section 3.4.2.
On-Shore Wind	Means the Renewable Fuel used by an On-Shore Wind Facility.
On-Shore Wind Facility	Means a Renewable Generating Facility utilizing wind power where no part of any wind turbine forming part of the Renewable Generating Facility's Generating Equipment is located in direct contact with surface water other than in a wetland. For clarity, an On-Shore Wind Facility may not be a Class 5 wind facility within the meaning of O. Reg. 359/09, "Renewable Energy Approvals under Part V.0.1 of the <i>Environmental Protection Act</i> , RSO 1990, c E.19".
Ontario Power Authority or OPA	Means the IESO predecessor known as the Ontario Power Authority which, prior to January 1, 2015, was established under Part II.1 of the Electricity Act.
Operating	Means prior demonstrable experience operating, monitoring, maintaining, inspecting and repairing a Similar Facility or Comparable Facility, as required, provided that such Similar Facility or Comparable Facility has operated for at least two (2) years after having attained commercial operation; and which must have been completed prior to the Proposal Submission Deadline (or the Qualification Submission Deadline, if applicable).
OPG	Means Ontario Power Generation Inc. or its successors.
Original Copy	Means the original hard copy of the Proposal submitted in accordance with Section 2.7.1, as the same may be amended in accordance with Section 2.7.2.
Parks Canada	Means the Parks Canada Agency created by the <i>Parks Canada Agency Act</i> , S.C. 1998, c.31.
Period of Irrevocability	Has the meaning given to it in Section 2.7.3.

Permanent Known Water Body	Means a permanent and known water body that is identified in the MNRF's "Land Information Ontario" data warehouse prior to the Proposal Submission Deadline, considering at least the following data layers: OHN - WATERBODY, OHN - WATERCOURSE, OHN - SMALL SCALE WATERCOURSE.
Permitted Purposes	Has the meaning given to it in Section 2.6.3.
Person	Means a Natural Person, First Nation that is a "band" as defined in the <i>Indian Act</i> , RSC 1985, c I-5, Co-op, firm, trust, partnership, limited partnership, company, or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.
Planning	Means prior demonstrable experience preparing, designing, scheduling, engineering and procurement of materials and equipment; each of which must have been completed prior to the Proposal Submission Deadline (or the Qualification Submission Deadline, if applicable).
Planning Board	Means a planning board established pursuant to the <i>Planning Act</i> , RSO 1990, c P.13.
Pre-Construction Liability Limit	Means the amount specified in Appendix B of the LRP I Contract for the applicable Renewable Fuel, expressed in Dollars, representing the maximum amount for which the Buyer will indemnify the Supplier in the event that the Buyer terminates the LRP I Contract pursuant to Subsection 9.6(j) of the LRP I Contract.
Prescribed Form	Means, in relation to a form relating to this LRP I RFP, the latest version of the corresponding form appearing on the LRP Website, as may be amended or replaced by the IESO from time to time in accordance with the process set out in Section 2.3.
Prescribed Form – Aboriginal Participation Project Declaration	Means, with respect to a Large Renewable Project or a Renewable Generating Facility, (i) a statutory declaration in the Prescribed Form setting out the Aboriginal Participation Level of such Large Renewable Project or Renewable Generating Facility, together with (ii) written evidence documenting such Aboriginal Participation Level that is to the satisfaction of the IESO.
Prescribed Form – Access Rights Declaration	Means a statutory declaration in the Prescribed Form that confirms that the Registered Proponent holds Access Rights to the Site and which includes a solicitor's acknowledgement.

<p>Prescribed Form – Agricultural Land Evaluation Study Peer Review Declaration</p>	<p>Means the Prescribed Form that may be required for a Large Renewable Project that uses Non-Rooftop Solar as its Renewable Fuel and which provides independent verification of the methodology used in the Land Evaluation Study and confirms that the Land Evaluation Study demonstrates the Site is not located on CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands.</p>
<p>Prescribed Form – Agricultural Land Use Confirmation for Non-Rooftop Solar</p>	<p>Means the Prescribed Form that must be submitted for a Large Renewable Project that uses Non-Rooftop Solar as its Renewable Fuel and which includes a confirmation from a Land Use Planner that the Large Renewable Project meets the requirements of Subsection 3.2.6(c).</p>
<p>Prescribed Form – Designated Equity Provider Declaration</p>	<p>Means a statutory declaration in the Prescribed Form signed by an officer of the Designated Equity Provider which confirms that the Designated Equity Provider has sufficient equity and Tangible Net Worth, to finance all Large Renewable Projects or the portion of all Large Renewable Projects for which they are responsible and for which they are listed as a Designated Equity Provider.</p>
<p>Prescribed Form – First Nation Agreement</p>	<p>Means the Prescribed Form that confirms that a First Nation Community’s band council and the Registered Proponent have entered into a binding agreement pertaining to the Large Renewable Project, and which binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.</p>
<p>Prescribed Form – First Nation Meeting Confirmation</p>	<p>Means the Prescribed Form that confirms that a meeting was held between representatives of a First Nation Community and the Registered Proponent to discuss the Large Renewable Project.</p>
<p>Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support</p>	<p>Means the Prescribed Form signed by an owner of a Property, or Provincial Crown Land Leaseholder for all or part of a Property located on provincial Crown land, proximate to the Site or the proposed Connection Line confirming that the Property owner/lease holder supports the Large Renewable Project and understands that the Site may be used for the Large Renewable Project if the Registered Proponent receives an LRP I Contract.</p>



<p>Prescribed Form – Missed Meeting Notice Confirmation</p>	<p>Means the Prescribed Form that confirms that a meeting to discuss the Large Renewable Project was held between the Registered Proponent and a Person identified in Subsection 3.2.5(d)(i)(4) of the LRP I RFP that the Registered Proponent failed to deliver a public notice to using the Prescribed Template – Notice of Public Community Meeting at least fifteen (15) days prior to the public community meeting identified in response to Subsection 3.2.5(c), and confirming that: (i) they are satisfied with the information provided by the Registered Proponent; and (ii) they waive their right to require the Registered Proponent to hold another public community meeting after giving proper notice in accordance with the requirements of the LRP I RFP.</p>
<p>Prescribed Form – Municipal Agreement</p>	<p>Means the Prescribed Form that confirms that a Local Municipality and the Registered Proponent have entered into a binding agreement pertaining to the Large Renewable Project, and which binding agreement may be conditional only on the Registered Proponent being awarded an LRP I Contract for the Large Renewable Project.</p>
<p>Prescribed Form – Municipal Meeting Confirmation</p>	<p>Means the Prescribed Form that confirms that a meeting was held between representatives of a Local Municipality and the Registered Proponent to discuss the Large Renewable Project.</p>
<p>Prescribed Form – Proposal Amendment or Withdrawal</p>	<p>Means the Prescribed Form that provides for either the amendment or withdrawal of a Proposal by a Registered Proponent.</p>
<p>Prescribed Form – Proposal Price Statement</p>	<p>Means the Prescribed Form setting out the Proposal Price associated with the Large Renewable Project.</p>
<p>Prescribed Form – Proposal Workbook</p>	<p>Means the Prescribed Form in Microsoft Excel format containing information regarding the Large Renewable Project and the Registered Proponent, including the Renewable Fuel, Site details, Connection Point, Designated Equity Providers, Rated Criteria and related information.</p>
<p>Prescribed Form – Registered Proponent Declarations</p>	<p>Means a statutory declaration in the Prescribed Form which is required as part of a Proposal.</p>
<p>Prescribed Form – Registration Form</p>	<p>Means the Prescribed Form that sets out the information required for a Person to register to become a Registered Proponent pursuant to Section 2.5.</p>

Prescribed Form – Renewable Fuel Availability	Means a declaration of a Professional Engineer in the Prescribed Form confirming the requirements of Section 3.2.9 have been met.
Prescribed Form – Solicitor’s Acknowledgement of Landowner and Provincial Crown Land Leaseholder Support	<p>Means the Prescribed Form completed by a solicitor licensed to practice law in the Province of Ontario which confirms, <i>inter alia</i>, that the Prescribed Form – Landowner and Provincial Crown Land Leaseholder Support has been completed and signed by:</p> <p>(a) all assessed owners of no less than seventy-five per cent (75%) of Properties Abutting the Properties on which the Site is located and the Properties where the proposed Connection Line is located; and</p> <p>(b) all Provincial Crown Land Leaseholders of no less than seventy-five per cent (75%) of all Provincial Crown Land Leases located in whole or in part on, and Abutting, the Properties on which the Site is located.</p>
Prescribed Form – Site Considerations Confirmation	Means the Prescribed Form that confirms the Site Considerations Information for the Large Renewable Project.
Prescribed Form – Waterpower Declaration	Means a declaration in the Prescribed Form setting out the ownership status of any lands associated with Waterpower Large Renewable Projects, including the beds and banks of water bodies.
Prescribed Template	Means, in relation to a template relating to this LRP I RFP, the latest version of the corresponding template appearing on the LRP Website, as may be amended or replaced by the IESO from time to time in accordance with the process set out in Section 2.3.
Prescribed Template – First Nation Support Resolution	Means the Prescribed Template that confirms that a First Nation Community supports the Proposal and the Large Renewable Project solely for the purposes of the Proposal receiving Rated Criteria points pursuant to the LRP I RFP.
Prescribed Template – Municipal Council Support Resolution	Means the Prescribed Template that confirms that the council of a Local Municipality supports the Proposal and the Large Renewable Project solely for the purposes of the Proposal receiving Rated Criteria points pursuant to the LRP I RFP.

Prescribed Template – Notice of Public Community Meeting	Means the Prescribed Template which must be used for any notice of public community meeting for the Large Renewable Project.
Prior Contract	Has the meaning given to it in Subsection 3.2.3(i).
Primary Contact	Means the Natural Person whose identity and contact information is set out as the “Primary Contact” in the Prescribed Form – Proposal Workbook, or as otherwise agreed as between the IESO and the Registered Proponent in writing, acting reasonably. The Primary Contact must have the legal authority to bind the Registered Proponent.
Prime Agricultural Areas	Means “Prime agricultural areas” as defined in the Provincial Policy Statement.
Procurement Targets	Has the meaning given to it in Section 1.1.
Professional Engineer	Means a “professional engineer” as defined in the <i>Professional Engineers Act</i> , RSO 1990, c P.28.
Prohibited Communications	Means the prohibited communications specified in Section 2.6.3.
Project Community	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) any Local Municipality in whose boundaries the Large Renewable Project or the proposed Connection Line is to be located, in whole or in part; and</li> <li>(b) any First Nation Community on whose First Nation Lands the Large Renewable Project or the proposed Connection Line is to be located, in whole or in part.</li> </ul> <p>For greater clarity, where a Project or the proposed Connection Line is to be located, in whole or in part, on one or more Property(ies) that fall within both (a) and (b) above, then each of the Local Municipality(ies) and the First Nation Community(ies) shall be considered Project Communities.</p>

Property	Means a parcel or lot of real property as identified by a Property Identification Number or, in the absence thereof, by another legal description by lot and/or parcel number or similar legal description or by other appropriate description using metes and bounds or GPS coordinates. In the case of provincial Crown lands, <i>Property</i> means a Grid Cell, or, for Waterpower Large Renewable Projects, a Waterpower Site Number or in the absence thereof, GPS co-ordinates of the Property, as applicable.
Property Identification Number or PIN	Means the property identifier assigned to a property in accordance with the <i>Registry Act</i> , RSO 1990, c R.20, s 21(2) or in accordance with the <i>Land Titles Act</i> , RSO 1990, c L.5, s 141(2).
Proponent Team	Means, collectively, a Registered Proponent and all entities and Persons involved in the preparation of the Registered Proponent's Proposal(s) under this LRP I RFP and/or required by the Registered Proponent to successfully implement its Proposal(s) for this LRP I RFP and to comply with the LRP I Contract. For greater certainty, members of the Proponent Team shall include the Registered Proponent, Designated Associates, Designated Employees, Designated Equity Providers and the Registered Proponent's technical, financial and legal advisors, and any other person otherwise assisting the Registered Proponent in the preparation of its Proposal(s), but shall not include any lenders or any technical or legal advisors to such lenders.
Proposal	Means a proposal made by a Registered Proponent in respect of a Large Renewable Project pursuant to Section 2.7 of this LRP I RFP, as may be amended by a Registered Proponent in accordance with Section 2.7.2 of this LRP I RFP.
Proposal Price	Means the On-Peak Price and the Off-Peak Price.
Proposal Price Statement	Has the meaning given to it in Section 3.1.5.
Proposal Return Label	Means the form of Proposal Return Label set out in Appendix C.
Proposal Security	Means the financial security submitted with the Proposal as described in Section 3.1.3 in substantially the form set out in Appendix D.
Proposal Submission Deadline	Means the date and time indicated in the Timetable or as amended in accordance with this LRP I RFP.
Province	Means the Province of Ontario, Canada.

Provincial Crown Land Lease	Means a lease issued under the <i>Public Lands Act</i> , RSO 1990 c P.43 or the <i>Mining Act</i> , RSO 1990, c M.14 to all or part of a Property located on provincial Crown land.
Provincial Crown Land Leaseholder	Means a Person who holds a Provincial Crown Land Lease.
Provincial Policy Statement	Means the 2014 provincial policy statement issued by the Minister of Municipal Affairs and Housing under section 3 of the <i>Planning Act</i> , RSO 1990, c P.13 and approved by the Lieutenant Governor in Council via Order in Council No.107/2014, as amended or replaced from time to time.
PV	Means a photovoltaic solar system.
Qualification Submission	Means a submission made pursuant to the LRP I RFQ, as further outlined in the LRP I RFQ.
Qualification Submission Deadline	Has the meaning given to it in the LRP I RFQ.
Qualified Applicant	Means an RFQ Applicant whose Qualification Submission has been selected and accepted by the IESO in accordance with this LRP I RFQ.
Qualified Proponent	Means a Qualified Applicant, or a Person that Controls a Qualified Applicant, or a Person that is Controlled by a Qualified Applicant.
Question and Comment Period	Means the Question and Comment Period defined in Section 2.2.
Rate Regulated Utility	Has the meaning given to it in Section 2.5.1(g).
Rated Criteria	Has the meaning given to it in Section 3.3.
Rated Criteria Adjustment	Has the meaning given to it in Section 0.

Redevelopment	Means the modification of an Existing Renewable Generation Facility which does not constitute an Expansion but which in the reasonable judgement of the IESO satisfies the following criteria: (a) absent redevelopment the Existing Renewable Generation Facility must be near to the end of its useful life; (b) the physical infrastructure constituting the Existing Renewable Generation Facility must be substantially replaced; (c) following redevelopment the expected life of the redeveloped Existing Renewable Generation Facility must be comparable with that of a New Build; and (d) the Existing Renewable Generation Facility is not the subject of an existing contract with the OPA or OEFC.
Registered Proponent	Means the Person whose Prescribed Form – Registration Form and Registration Fee has been received and accepted by the IESO and for which the IESO has issued a Registration Confirmation in accordance with this LRP I RFP.
Registration Confirmation	Means a written response from the IESO sent pursuant to Section 2.5.2 of this LRP I RFP confirming the status of a Person as a Registered Proponent for a Large Renewable Project.
Registration Deadline	Means the date and time indicated in the Timetable or as amended in accordance with this LRP I RFP.
Registration Fee	Has the meaning given to it in Section 2.5.
Registration Process	Means the registration process described in Section 2.5.
Related Products	Means Ancillary Services, transmission rights and any other products or services that may be provided by a generating facility from time to time, excluding environmental attributes produced by the generating facility and any payments under the ecoENERGY for Renewable Power Program and any federal government incentive program for renewable power, that may be traded or sold in the IESO-Administered Markets or other markets, or otherwise sold, and which shall be deemed to include products and services for which no market may exist, such as capacity reserves.
Renewable Biomass	Has the meaning given to “biomass” in O. Reg. 160/99, made under the Electricity Act, but may also include supplementary non-renewable fuels other than coal used for start-up, combustion, stabilization and low combustion zone temperatures.
Renewable Energy Approval	Means the approval issued by the MOECC under Section 47.3 of the <i>Environmental Protection Act</i> , RSO 1990, c E.19.
Renewable Fuel	Means On-Shore Wind, Rooftop Solar, Non-Rooftop Solar, Renewable Biomass, Biogas, Landfill Gas or Waterpower.

Renewable Generating Facility	Means an Electricity generating facility which generates Electricity exclusively from a single Renewable Fuel and delivers that Electricity through its own meter (for clarity, “its own meter” means a meter not used by any other facility) in accordance with all Laws and Regulations to the IESO-Controlled Grid or a Distribution System.
RFP	Means Request for Proposals.
RFQ	Means Request for Qualifications.
Rooftop Solar	Means the Renewable Fuel used by a Rooftop Solar Facility.
Rooftop Solar Facility	Means a solar (PV) Renewable Generating Facility that is integrated into or forms part of the wall facing, roof, cover, or other architectural element that forms part of a permanent building.
S&P	Means the Standard and Poor’s Rating Group (a division of McGraw-Hill Inc.) or its successors.
Schedule I or II	Means Schedule I or II of the <i>Bank Act</i> (Canada).
Second Alternate Contract Capacity	Means the portion of the Nameplate Capacity, if any, expressed in MW, which is less than the First Alternate Contract Capacity and is proposed by a Registered Proponent for the purpose of the Connection Availability assessment in Section 3.4.6.
Secondary Contact	Means the Natural Person whose identity and contact information is set out as the “Secondary Contact” in the Prescribed Form – Proposal Workbook, or as otherwise agreed as between the IESO and the Registered Proponent, acting reasonably.
Section	Means references to sections in this LRP I RFP.
Selected Proponent	Means a Registered Proponent whose Proposal has been selected and accepted by the IESO, in accordance with this LRP I RFP.



<p>Similar Facility</p>	<p>Means a Renewable Generating Facility, other than the Large Renewable Project(s), that is the same or similar type of generation facility as each Large Renewable Project (i.e. a generation facility that uses the same Renewable Fuel), with:</p> <ul style="list-style-type: none"> <li>(a) a Nameplate Capacity, alone or together with one or more other Similar Facilities, as applicable, of at least sixty per cent (60%) of the proposed aggregate Contract Capacity of the Large Renewable Project(s) if the Registered Proponent is not relying on any Comparable Facilities to evidence Development Experience in respect of such Renewable Fuel; or</li> <li>(b) a Nameplate Capacity, alone or together with one or more other Similar Facilities and Comparable Facilities, as applicable, of at least two hundred per cent (200%) of the proposed aggregate Contract Capacity of the Large Renewable Project(s) if the Registered Proponent is relying on a combination of Similar Facilities and Comparable Facilities to evidence Development Experience in respect of such Renewable Fuel.</li> </ul> <p>For greater certainty, a Renewable Generating Facility of less than or equal to 10 kW will not be considered a Similar Facility. The Renewable Generating Facilities used to evidence experience for each Similar Facility and each Comparable Facility must be distinct (no double counting).</p>
<p>Site</p>	<p>Means, in respect of a Large Renewable Project or a Renewable Generating Facility, as applicable, the real property on, over, in or under which the Large Renewable Project or Renewable Generating Facility, as applicable, is, or is to be, situated, as such real property is identified in the Proposal and in this LRP I RFP and which may be located in whole or in part on a Property or multiple Properties, provided real property on which the proposed Connection Line (but not the rest of the Large Renewable Project or Renewable Generating Facility, as applicable) is located shall be excluded from the “Site”.</p>
<p>Site Considerations Information</p>	<p>Has the meaning given to it in Subsection 3.2.6(b).</p>
<p>Site-Specific Losses</p>	<p>Means Electricity losses due to line resistance, the operation of transformers and switches, and other associated losses of Electricity generated by the Renewable Generating Facility which may occur as a result of the difference between the location of the meter and the Connection Point, as determined pursuant to loss factors applied in accordance with any applicable OEB code or other applicable regulatory instruments.</p>
<p>Solar</p>	<p>Means Rooftop Solar and Non-Rooftop Solar.</p>

Solar Facility	Means a Rooftop Solar Facility or a Non-Rooftop Solar Facility.
Special Purpose Entity	<p>Means a Person other than a Natural Person whose special or sole purpose is ownership, direct or indirect, of one or more Large Renewable Project(s) proposed under this LRP I RFP. The special purpose of a Person shall not be considered to be the ownership, direct or indirect, of one or more Large Renewable Project(s) where, at such time, the total nameplate capacity of,</p> <p>(a) all Large Renewable Project(s) owned, directly or indirectly, by such Person multiplied by the per cent equity interest that such Person holds in each such Large Renewable Project(s),</p> <p>is less than fifty per cent (50%) of the total nameplate capacity of,</p> <p>(b) all Electricity generating facilities that have reached commercial operation and continue in operation owned, directly or indirectly, by such Person, multiplied by the per cent equity interest that such Person holds in each such Electricity generating facility.</p>
Specialty Crop Areas	Has the meaning given to it in the Provincial Policy Statement. Mapping to be used for the purpose of the LRP I RFP is accessible on the Ministry of Agriculture, Food and Rural Affairs webpage: <a href="http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm">http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm</a> .
Stages	Means each of Stage 1, Stage 2, Stage 3 and Stage 4.
Stage 1	Means the evaluation stage set out in Section 3.1.
Stage 2	Means the evaluation stage set out in Section 3.2.
Stage 3	Means the evaluation stage set out in Section 3.3.
Stage 4	Means the evaluation stage set out in Section 3.4.
Standard Offer Contract	Means a contract issued in connection with a program offered by the IESO in which Electricity generating facilities that qualify under specified program rules are offered a standard form of agreement with the IESO for the development and/or operation of a generating facility, or any other program that the IESO may so designate at its sole and absolute discretion, as each such program may be amended from time to time.
Standard Testing Conditions	Means test conditions specified in the International Electrotechnical Commission standards for solar (PV) modules and which correspond to: 1,000 W/m <sup>2</sup> , 25°C cell temperature, and a reference solar spectral irradiance called Air Mass (AM) of 1.5.

Supplier	Means a Selected Proponent who has executed and delivered to the IESO an LRP I Contract together with the applicable Completion and Performance Security.
System Impact Assessment	Means a study conducted by the System Operator pursuant to Section 6.1.5 of Chapter 4 of the Market Rules, to assess the impact of a new connection of a Generation Facility or of the modification of an existing connection of a Generation Facility on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.
System Operator	Means the IESO acting pursuant to its authority to make, administer and enforce the Market Rules.
System Value Constant	Means the adjustment to reflect the value to the system in terms of energy and capacity contribution at system peak, and has the value given to it for the Renewable Fuel used by the Large Renewable Project in Section 0.
Tangible Net Worth	Means, in respect of a Designated Equity Provider, at any time and without duplication, an amount determined in accordance with GAAP, and calculated as (a) the sum of capital stock, preferred stock, paid-in capital, contributed surplus, retained earnings, capital reserves, and cumulative translation adjustment (whether positive or negative), minus (b) the sum of any amounts shown on account of any common stock reacquired by the Designated Equity Provider or guarantor as applicable, patents, patent applications, service marks, industrial designs, copyrights, trade marks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.
Term	<p>Means that period of time commencing at the beginning on the first day of the Commercial Operation Date and ending at the beginning of the hour ending at 11:59pm (EST) on the day before:</p> <p>(a) in the case of a Large Renewable Project utilizing Renewable Fuels other than Waterpower the twentieth (20th) anniversary of the date that is the earlier of (i) the Commercial Operation Date; and (ii) the Milestone Date for Commercial Operation; or</p> <p>(b) in the case of a Large Renewable Project utilizing Waterpower as its Renewable Fuel the fortieth (40th) anniversary of the date that is the earlier of (i) the Commercial Operation Date; and (ii) the Milestone Date for Commercial Operation;</p> <p>subject to earlier termination in accordance with the provisions of the LRP I Contract, as further specified in the LRP I Contract.</p>
Timetable	Means the timetable set forth in Section 2.2.

Total Point Score	Means the total point score awarded by the IESO to a Proposal in accordance with Section 3.3 of the LRP I RFP.
Total Project Costs	Means the total project cost of the Large Renewable Project to be raised by a combination of Debt and equity, and which shall consist of firm costs, soft costs and financing costs.
Transformer Station or TS	Means a facility where voltage is reduced from a higher value to a lower value (e.g. 230 kV to 44 kV) or increased from a lower value to a higher value (e.g. 44 kV to 230 kV) and includes any structures, equipment or other things associated therewith.
Transmission Availability Test or TAT	Means the process set out in Subsection 3.4.6(a) of this LRP I RFP.
Transmission System	Means a system for conveying electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other such things used for that purpose.
Transmission System Code	Means the “Transmission System Code” established and approved by the OEB, which, among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
Transmitter	Means a Person licensed as a “transmitter” by the OEB in connection with a Transmission System.
Unorganized Territory	Has the meaning ascribed to it in the <i>Municipal Act, 2001</i> , SO 2001, c 25, provided it is also identified in the MNRF's “Land Information Ontario” data warehouse as a “district” in the data layer “MUNICIPAL BOUNDARY – UPPER TIER AND DISTRICT”.
Voluntary Termination	Means the right of the Buyer to terminate an LRP I Contract prior to the Commercial Operation Date in accordance with the provisions of the LRP I Contract, as further specified in the LRP I Contract.
Voluntary Termination Comment Period	Means the date and the time on the Timetable or as amended in accordance with this LRP I RFP.
Waterpower	Means in the context of Renewable Fuel the usage and movement of water through hydroelectric turbines, which for clarity expressly excludes steam driven turbines.

<p><b>Waterpower Site Number</b></p>	<p>Means the five character MNRF identifier of a Waterpower Large Renewable Project or Renewable Generating Facility as set by the MNRF and as noted on its “Renewable Energy Atlas” website located at <a href="http://www.giscoeapp.lrc.gov.on.ca/web/MNR/Integration/Renewable/Viewer/Viewer.html">http://www.giscoeapp.lrc.gov.on.ca/web/MNR/Integration/Renewable/Viewer/Viewer.html</a>.</p>
<p><b>Weighted Price</b></p>	<p>Has the meaning given to it in Section 3.4.2.</p>

## APPENDIX B DEVELOPMENT EXPERIENCE

Pursuant to the LRP I RFQ, a Qualified Applicant was required to provide evidence of Development Experience in respect of at least the minimum number of Similar Facilities, Comparable Facilities or Large Complex Infrastructure Projects.

Renewable Fuel	Category 1 (aggregate MW $\leq$ 1 MW)	Category 2 (aggregate MW $>$ 1 MW but $\leq$ 10 MW and 3 or fewer Large Renewable Projects)	Category 3 (aggregate MW $>$ 10 MW or 4 or more Large Renewable Projects)
Bioenergy (Renewable Biomass, Biogas and Landfill Gas)	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least one (1) Similar Facility or Comparable Facility; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$10 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America; and</li> <li>-Financing by at least two (2) Designated Team Members in at least one (1) Similar Facility or Comparable Facility</li> </ul> <p>No requirement for Designated Team Members to be Designated Employees</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$100 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America; and</li> <li>-Financing by at least three (3) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities</li> </ul> <p>At least one (1) Designated Team Member must be a Designated Employee</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$200 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating by at least four (4) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities</li> </ul> <p>At least two (2) Designated Team Members must be Designated Employees</p>

Renewable Fuel	Category 1 (aggregate MW $\leq$ 1 MW)	Category 2 (aggregate MW $>$ 1 MW but $\leq$ 10 MW and three (3) or fewer Large Renewable Projects)	Category 3 (aggregate MW $>$ 10 MW or four (4) or more Large Renewable Projects)
Solar (Rooftop Solar and Non-Rooftop Solar)	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least one (1) Similar Facility or Comparable Facility; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$10 million</li> </ul> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating;</li> </ul> <p>by at least two (2) Designated Team Members in at least one (1) Similar Facility or Comparable Facility</p> <p>No requirement for Designated Team Members to be Designated Employees</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$100 million</li> </ul> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating;</li> </ul> <p>by at least three (3) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities</p> <p>At least one (1) Designated Team Member must be a Designated Employee</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$200 million</li> </ul> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating;</li> </ul> <p>by at least four (4) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities.</p> <p>At least two (2) Designated Team Members must be Designated Employees</p>

Renewable Fuel	Category 1 (aggregate MW ≤ 1 MW)	Category 2 (aggregate MW > 1 MW but ≤ 10 MW and three (3) or fewer Large Renewable Projects)	Category 3 (aggregate MW > 10 MW or four (4) or more Large Renewable Projects)
On-Shore Wind	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least one (1) Similar Facility or Comparable Facility; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$10 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America; and</li> <li>-Financing</li> </ul> <p>by at least two (2) Designated Team Members in at least one (1) Similar Facility or Comparable Facility</p> <p>No requirement for Designated Team Members to be Designated Employees</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$100 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating</li> </ul> <p>by at least three (3) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities</p> <p>At least one (1) Designated Team Member must be a Designated Employee</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing; and</li> <li>-Financing</li> </ul> <p>of at least three (3) Similar Facilities or Comparable Facilities; or</p> <p>evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing;</li> <li>-Financing; and</li> <li>-Constructing</li> </ul> <p>of at least one (1) Large Complex Infrastructure Project with a project value of at least \$200 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of:</p> <ul style="list-style-type: none"> <li>-Planning;</li> <li>-Developing in Ontario;</li> <li>-Constructing in North America;</li> <li>-Financing; and</li> <li>-Operating</li> </ul> <p>by at least four (4) Designated Team Members in at least three (3) Similar Facilities or Comparable Facilities.</p> <p>At least two (2) Designated Team Members must be Designated Employees</p>



Renewable Fuel	Category 1 (aggregate MW ≤ 1 MW)	Category 2 (aggregate MW > 1 MW but ≤ 10 MW and 3 or fewer Large Renewable Projects)	Category 3 (aggregate MW > 10 MW or 4 or more Large Renewable Projects)
Waterpower	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in either of:</p> <p>1) -Planning; -Developing; and -Financing; or</p> <p>2) - Operating of at least one (1) Similar Facility; or</p> <p>evidence demonstrating experience in each of: -Planning; -Developing; -Financing; and -Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$10 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of: -Planning; -Developing in Ontario; -Constructing in North America; and -Financing by at least two (2) Designated Team Members in at least one (1) Similar Facility</p> <p>No requirement for Designated Team Members to be Designated Employees</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in either of:</p> <p>1) -Planning; -Developing; and -Financing; or</p> <p>2) - Operating of at least one (1) Similar Facility; or</p> <p>evidence demonstrating experience in each of: -Planning; -Developing; -Financing; and -Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$100 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of: -Planning; -Developing in North America; -Constructing in North America; -Financing; and -Operating by at least three (3) Designated Team Members in at least two (2) Similar Facilities, for which the Developing experience of one (1) of the Similar Facilities must have been obtained in Ontario</p> <p>At least one (1) Designated Team Member must be a Designated Employee</p>	<p><b>Qualified Applicant or Control Group Member</b> – evidence demonstrating experience in either of:</p> <p>1) -Planning; -Developing; and -Financing; or</p> <p>2) - Operating of at least one (1) Similar Facility; or</p> <p>evidence demonstrating experience in each of: -Planning; -Developing; -Financing; and -Constructing of at least one (1) Large Complex Infrastructure Project with a project value of at least \$200 million</p> <p><b>Designated Team Members</b> – evidence demonstrating experience in each of: -Planning; -Developing in North America; -Constructing in North America; -Financing; and -Operating; by at least four (4) Designated Team Members in at least two (2) Similar Facilities, for which the Developing experience of one (1) of the Similar Facilities must have been obtained in Ontario</p> <p>At least two (2) Designated Team Members must be Designated Employees</p>

**APPENDIX C  
PROPOSAL RETURN LABEL**

(Full Legal Name and Address of Registered Proponent)

**RFP No.: LRP I RFP-2015**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**Independent Electricity System Operator  
120 Adelaide Street West  
Suite 1600  
Toronto, ON M5H 1T1  
Attention: LRP I RFP**

The Postal Code is to aid in identifying the building only. The onus remains solely with interested parties to instruct courier/ delivery personnel to deliver the Proposal to the exact floor location specified above by the Proposal Submission Deadline. Registered Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

**APPENDIX D  
PROPOSAL SECURITY**

**PROPOSAL SECURITY (LETTER OF CREDIT)**

DATE OF ISSUE:	[●]
APPLICANT:	[●] (the “ <b>Applicant</b> ”)
BENEFICIARY:	Independent Electricity System Operator and its successors and permitted assigns (the “ <b>Beneficiary</b> ”)
AMOUNT:	[●]
EXPIRY DATE:	[●]
EXPIRY PLACE:	Counters of the issuing financial institution in Toronto, Ontario
CREDIT RATING:	<b>[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the <i>Bank Act</i> (Canada)]</b>
TYPE:	Irrevocable and Unconditional Standby Letter of Credit Number: [●] (the “ <b>Credit</b> ”)

*(Note: Replace all **bold** terms and [●] symbols as appropriate.)*

The Credit is issued in connection with the Request for Proposals for approximately 565 MW of new large renewable energy projects by the Independent Electricity System Operator issued [●], as amended (the “**LRP I RFP**”) and the Proposal dated [●] submitted by the Registered Proponent (as such term is defined in the LRP I RFP) in response thereto (the “**Proposal**”).

We hereby authorize the Beneficiary to draw on [**Issuing Bank Name/Address**] in Toronto, in respect of the Credit, for the account of the Applicant, up to an aggregate amount of \$[●] ([●] Canadian dollars) available by the Beneficiary’s draft at sight accompanied by the Beneficiary’s signed certificate stating that:

“The Registered Proponent, whose Proposal has been selected and accepted by the Beneficiary, [**has failed to deliver the Completion and Performance Security within ten (10) Business Days of being notified by the Beneficiary that it is a Selected Proponent and at least two (2) Business Days prior to delivery of the executed LRP I Contract,**] or [**fails to sign the LRP I Contract within twenty (20) Business Days of the date on which the Proponent was given the LRP I Contract to sign,**] or [**has made a material misrepresentation in the Proposal,**] and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto. All capitalized terms used in this certificate that have not been defined herein have the meanings ascribed to them in the LRP I RFP.”

Drafts drawn hereunder must bear the clause “Drawn under irrevocable and unconditional Standby Letter of Credit No. [●] issued by [**Issuing Bank Name**] dated [**Issue Date**].”

Partial drawings are permitted.

This Credit will automatically extend for additional, successive terms of one (1) year each (each an “**Additional Term**”), unless the undersigned provides the Beneficiary with written notice, at least sixty (60) days prior to the expiration date of the then current term, that it does not wish to extend this Credit for an Additional Term.

We engage with you that all drafts drawn under and in compliance with the terms of the Credit will be duly honoured, if presented at the counters of [**Issuing Bank Name/Address**] at or before [**Expiry Time**] (EST) on or before [**Expiry Date**], as extended.

The Credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce publication No. 590 and, as to matters not addressed by the ISP 98, shall be governed by the laws of the Province of Ontario and applicable Canadian federal law, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

The Beneficiary may transfer this Credit without the consent of the Applicant or the issuing financial institution, provided the transferee name is not identified on the following: the list of names subject to Regulations Establishing a List of Entities Made Under Section 83.05(1) of the Criminal Code, and/or Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (RIUNRST) and/or the United Nations Al-Qaida and Taliban Regulations (UNAQTR). All fees incurred by the issuing financial institution in relation to such transfer shall be at the Applicant’s expense, but failure of the Applicant to pay such fees shall not restrict the ability of the Beneficiary to transfer the Credit.

[**Issuing Bank Name**]

By: \_\_\_\_\_

By: \_\_\_\_\_