

ADDENDUM No. 1

Dated October 10, 2008, to the

RES III RFP

associated with the Ontario Power Authority's Request for Proposals

for approximately 500 MW of New Renewable Energy Supply

referenced as RES-III-RFP-2008

In accordance with Section 2.3 of the RES III RFP, this Addendum No. 1 contains amendments to the RES III RFP posted on the OPA's website.

This Addendum No. 1 contains the "clean" version of the Final RES III RFP. A "blackline" copy is also provided on the RES III website for the ease of reference of prospective Proponents.



Request for Proposals
for approximately 500 MW of
Renewable Energy Supply (“RES III RFP”)

Request for Proposals No.: RES-III-RFP-2008

RFP Issued: August 22, 2008

Amended: October 10, 2008

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1. Introduction

1.1 Purpose

Through this request for proposals (this “**RES III RFP**”), the Ontario Power Authority (the “**OPA**”) is seeking approximately 500 megawatts (“**MW**”) of new renewable energy supply located in Ontario that connects to and delivers electricity to the IESO-Controlled Grid.

1.2 Background

On November 20, 2007, the OPA issued a RES Phase III Request for Expressions of Interest (the “**RES III RFEI**”), which was the first step in fulfilling the directive from the Minister of Energy and Infrastructure (the “**Directive**”) to procure up to 2,000 MW of new renewable energy supply from projects greater than 10 MW in size. This Directive required that the OPA commence consultations on the design of the first procurement for 500 MW of new renewable energy supply by the end of 2007.

In the Directive, the Minister noted that in the consultation process on the Integrated Power System Plan (“**IPSP**”), the OPA heard from First Nations and Métis peoples their desire to be consulted in the planning of electricity projects. The Minister also expressed his view that First Nations and Métis peoples should be consulted early in the planning and development stages for new renewable energy projects, and directed the OPA to develop guidelines and processes for this purpose.

Although successful Proponents may have already engaged with Aboriginal peoples either on their own or in the course of obtaining regulatory approvals from municipalities or under the Ministry of Natural Resources (“**MNR**”) Site Release process, or under other approval processes depending on the project, additional consultation may be desirable or required by law and there may be a need to coordinate any consultation that has already occurred with outstanding obligations.

Accordingly, under the process developed by the OPA in collaboration with the Crown, successful Proponents will be required to enter into an agreement with the Crown, where needed, under which the Proponent and the Crown are to discharge outstanding responsibilities in relation to Aboriginal consultation under a consultation plan.

The OPA issued the RES III RFEI to assist it in gaining an indication of the potential renewable energy supply projects under development. Based on the responses to the RES III RFEI, the OPA decided to launch this RES III RFP for approximately 500 MW of new renewable energy supply, which is the first phase of multiple procurements (the “**RES Procurements**”) to meet the 2,000 MW Directive target over the next several years.

Interested parties are invited to submit Proposals for renewable Contract Facilities with a Contract Capacity between 10.1 MW and 199.9 MW, inclusive, as further described in Section 1.3.

All communication with respect to this RES III RFP will be conducted through the OPA's Generation Procurement Website at www.powerauthority.on.ca/gp, or otherwise as expressly provided herein.

Participation in this RES III RFP does not preclude participation in any present or future OPA procurement initiatives, provided that all eligibility criteria set out under such procurement initiatives are satisfied.

1.3 General Arrangements

Selected Proponent(s) will be required to enter into the OPA's form of RES III Contract. In general, the RES III Contract will require the Proponent to develop and construct the proposed Contract Facility, attain Commercial Operation by the proposed Commercial Operation Date, and operate and maintain the proposed Contract Facility during the 20 year Term in accordance with the provisions of the RES III Contract.

A form of the RES III Contract will be posted on the Generation Procurement Website. Interested parties are advised to review the form of RES III Contract in its entirety for a detailed and complete description of the parties' respective rights and obligations thereunder.

1.4 Ontario Power Authority

The OPA is established under the *Electricity Act* (Ontario), 1998, as a statutory corporation that is not a Crown agent. The OPA is authorized to call on the private sector when needed for new generating capacity and demand-side initiatives to be secured through competitive procurement processes.

Credit ratings for the OPA have been issued by Moody's and DBRS and additional information about the OPA can be obtained from the OPA's website at www.powerauthority.on.ca.

2. RES III RFP Process Overview

2.1 Overview

This RES III RFP process is divided into two parts and two submissions:

I	Registration Process	Open to all interested parties
II	Proposal Submission	Open only to Registered Proponents

2.2 Schedule

The schedule for this RES III RFP process (the “**Schedule**”) is set out below.

Release of draft RES III RFP	June 5, 2008
Release of draft RES III Contract	June 25, 2008
Technical Information Session (public)	July 9, 2008
Question and Comment Period I (public)	June 5 – August 1, 2008
Release of final RES III RFP, final RES III Contract and final RES III Transmission Limits	August 22, 2008
Registration Deadline	September 4, 2008 at 3:00 pm
Question and Comment Period II (Registered Proponents only)	September 10 – September 26, 2008
Individual Information Sessions (Registered Proponents only)	September 11 - 19, 2008
Deadline for Issuing Addenda to the RES III RFP and RES III Contract	October 10, 2008
Proposal Submission Deadline	October 28, 2008 at 3:00 pm

Evaluation of Proposals	November 3 - 28, 2008
Completion of Evaluation and announcement (target date)	December, 2008

The OPA reserves the right to accelerate and postpone the dates set out above. The acceleration or postponement of any date prior to the Proposal Submission Deadline shall be made by way of notice to Registered Proponents and shall be published on the Generation Procurement Website. The acceleration or postponement of any date following the Proposal Submission Deadline shall be made by way of notice to Proponents only.

The OPA will endeavour to respond to questions submitted via the OPA's Q&A tool on the Generation Procurement Website within a few Business Days. Response times may vary, however.

2.2.1 Delay of the Evaluation Process

In the event that the evaluation process is delayed past the last day indicated in the posted Schedule in Section 2.2, including the determination of the Selected Proponents, the OPA will for each such day of delay, correspondingly extend each of the Milestone Dates indicated in the Proposal of the Selected Proponent(s) by one day.

2.3 Addenda

This RES III RFP and the RES III Contract may be amended only by Addendum in accordance with this Section 2.3. If the OPA, for any reason, determines that it is necessary to amend or provide additional information relating to this RES III RFP or the RES III Contract, such information will be communicated by posting an Addendum on the Generation Procurement Website on or prior to the Deadline for Issuing Addenda. Each Addendum will be deemed to form an integral part of this RES III RFP or the RES III Contract.

Each Addendum may contain important information, including significant changes to this RES III RFP or the RES III Contract, and interested parties and Registered Proponents are responsible for visiting the Generation Procurement Website as often as is necessary to ensure that they obtain all Addenda and other notices issued by the OPA from time to time. Proponents must confirm their receipt of all of the Addenda issued by the OPA in the Proposal Completeness Requirements and Submission Form attached hereto as Appendix D.

2.3.1 Post-Deadline Addenda

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

2.4 Registration Process

To submit a Proposal in response to this RES III RFP, an interested party must be an entity that is capable of entering into legally binding commitments and must become a Registered Proponent by completing the Registration Form, attached hereto at Appendix C, and providing the non-refundable Registration Fee of \$10,000 plus GST. A separate Registration Form and Registration Fee must be submitted for each Proposal that an interested party intends to submit. It is the responsibility of interested parties 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 Registration Form must identify the Registered Proponent and information with respect to the proposed Contract Facility. The information about the Contract Facility is not binding; however, in the event that a Proposal is submitted, the respective Registered Proponent or a Control Group Member of such Registered Proponent must become the Proponent.

The Registration Fee must be paid by either (i) a certified cheque or bank draft made out in favour of “Ontario Power Authority”, or (ii) wire transfer. Should the interested party wish to pay the Registration Fee by wire transfer, it is the responsibility of such party to obtain instructions from the OPA for doing so. The OPA encourages interested parties to submit the Registration Form and Registration Fee together, in a single package, but in the event that wire transfer is chosen as the means of payment, the Registration Form must be accompanied by evidence (such as a tracking number) that the wire transfer of the Registration Fee has been initiated prior to the Registration Deadline. It is the obligation of all interested parties to ensure that the Registration Fee is received by the OPA prior to the Registration Deadline. The OPA’s GST license number is 854195039RT0001. The Registration Fee is not refundable under any circumstances including but not limited to circumstances where a Registered Proponent decides to withdraw from the RES III RFP process, or under any circumstances in which the OPA disqualifies, subject to the circumstances described below, or does not select a Proponent’s Proposal. For greater certainty, this includes circumstances where a Registered Proponent or a Control Group Member of such Registered Proponent decides not to submit a Proposal under this RES III RFP.

The only two circumstances in which Registration Fees will be refunded are (i) in the event that upon release of the Final Transmission Constraints Matrix the Proponent is disqualified under the Transmission Screen pursuant to 3.4.3; and (ii) in the event that the OPA exercises its reserved right to cancel this RES III RFP in accordance with Sections 4.14(11) and (12).

The completed Registration Form and Registration Fee must be sent to the OPA at the address specified below before the Registration Deadline indicated in the Schedule, except that where payment of the Registration Fee is made by wire transfer the mechanics described above for the submission of the Registration Form and Registration Fee should be followed.

Attention: RES III RFP Registration

Ontario Power Authority
Suite 1600
120 Adelaide Street West
Toronto, Ontario, M5H 1T1

The onus remains solely with the interested party to instruct courier and delivery personnel to deliver the Registration Form and Registration Fee to the specified location by the specified deadline. For the avoidance of doubt, the OPA will not be responsible for late deliveries or deliveries to the incorrect location.

Interested parties who have submitted a Registration Form and Registration Fee will be notified of their status in writing within ten (10) days after the Registration Deadline.

2.5 Individual Information Sessions

Each Registered Proponent is entitled to one private individual information session per Registration Form (each an “**Individual Information Session**”), which will have a maximum duration of one hour. All Individual Information Sessions will be held at the OPA’s offices during business hours in the timeframe set out in the Schedule. Failure by a Registered Proponent to attend a scheduled Individual Information Session shall not give rise to any obligation on the part of the OPA to schedule another Individual Information Session for any such Registered Proponent.

The purpose of the Individual Information Session is to provide the Registered Proponent with an opportunity to meet with the OPA project team and to discuss this RES III RFP process, the form of RES III Contract, and, on a confidential basis, the technical elements of its proposed Contract Facility. The information sessions are being offered only to Registered Proponents and only as an aid to their understanding of this RES III RFP and the form of RES III Contract. Registered Proponents can provide input and comments, as well as ask questions and clarifications. The OPA may not be in a position to answer instantly at each session. However, the OPA may provide answers by summarizing and posting all inquiries and their responses in a generic, anonymous manner on the Generation Procurement Website.

Registered Proponents are advised that the final RES III RFP and final RES III Contract supersede all discussions of any kind whatsoever between the OPA and Registered Proponents.

With respect to scheduling the Individual Information Sessions, Registered Proponents should indicate three timing preferences on their Registration Form. All additional scheduling requests or changes should be sent after the Registration Deadline to renewables@powerauthority.on.ca and must include a contact name, email address and phone number.

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

- The Fairness Advisor will monitor all Individual Information Sessions and report on the conduct of all sessions.
- 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 and the proposed Contract Facility. No “sales” presentations or pitches will be permitted.
- The OPA will not render any opinion on the proposed Contract Facility.
- No discussion will be permitted with respect to matters dealing with the price submission for a project, in particular the Proposal Price Statement, with the exception of clarifications of terms and conditions in the RES III Contract affecting financial considerations.
- There will be no verbatim recording of the Individual Information Sessions. The OPA and the Registered Proponents may record notes for their own purposes; however no distribution of any notes between the OPA and the Registered Proponent will be permitted.
- All OPA attendees will not be evaluators for the RES III RFP.
- Any new information provided by the OPA to a Registered Proponent will be made available to all Registered Proponents.
- The OPA has the right to make public any changes or new information resulting from the Individual Information Sessions that affect all Registered Proponents. Such changes or new information will be posted on the Generation Procurement Website in the form of generic, anonymous questions or comments, as well as via Addenda.
- Neither party is under any obligation to provide answers.
- Either party can provide hand outs or visual aids but they will be returned to the originating party at the end of the Individual Information Session.

The protocol and rules may be varied in the sole discretion of the OPA.

2.6 Communications

2.6.1 Review of Documentation and Questions

This RES III RFP, the RES III Contract and any related documentation will be public and accessible via the Generation Procurement Website. Interested parties should promptly examine all such documentation and:

- report any errors, omissions or ambiguities; and
- send any questions they may have regarding this procurement process, in particular this RES III RFP and the RES III Contract,

through the Generation Procurement Website, in writing, on or before the end of the Question and Comment Periods specified in the Schedule.

It is the responsibility of any Registered Proponent or interested party to seek clarification by submitting questions or comments on any matter that it considers unclear. After the Registration Deadline, only Registered Proponents will be able to ask questions through the Generation Procurement Website. The OPA shall not be responsible for any misunderstanding on the part of any Registered Proponent or interested party concerning any aspect of this RES III RFP or the RES III Contract. All questions, comments and associated responses will be posted publicly on the Generation Procurement Website. Any information which may identify a project or the identity of any interested party or Registered Proponent will be redacted and will not be revealed.

The questions, comments and responses posted on the Generation Procurement Website are for information purposes only and do not form part of this RES III RFP or the RES III Contract.

Interested parties are encouraged to regularly check the Generation Procurement Website, especially the Question and Answers section, for any updates. To receive automatic email alerts, please register on the Generation Procurement Website and subscribe to the email alert service for the RES Procurement.

In addition, a RES III Party may contact the OPA at any time during this procurement process in connection with a procedural matter by sending an email to renewables@powerauthority.on.ca. This email account will be monitored by representatives of the OPA who will acknowledge receipt of each email within a reasonable time after it has been received, and who may respond to any such inquiry and/or make such email and its response public by posting them on the Generation Procurement Website without revealing the identity of the person making such inquiry.

2.6.2 Prohibited Communications

RES III Parties shall not contact or make any attempt to contact:

- any staff of the OPA or members of the OPA's board of directors;

- any member of the Evaluation Team;
- any expert or advisor assisting the OPA or the Evaluation Team;
- any staff of the Premier of Ontario's Office or the Cabinet Office of the Government of Ontario;
- any staff of the Ministry of Energy and Infrastructure;
- any member of the Legislative Assembly of Ontario or his or her staff or advisors;
- any members of Provincial Cabinet or their staff or advisors;
- another Registered Proponent;
- a Control Group Member of another Registered Proponent; or
- another Proponent or member of Another Proponent Team

with respect to any matters related to this RES III RFP process, the RES III Contract, any proposed Contract Facility or any Proposal at any time from the date of issuance of this RES III RFP to execution of a RES III Contract, except through the channels expressly prescribed in this RES III RFP. Notwithstanding the foregoing, any RES III Party may contact the staff of Ministry of Energy and Infrastructure for the sole purpose of seeking advice and instructions relating to the engagement of Aboriginal peoples.

The OPA 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 a RES III Party's status as a Registered Proponent or Proponent (without any refund of the Registration Fee) and reject any Proposal proposed to be submitted or actually submitted by a RES III Party, if any RES III Party or any of its employees, agents, contractors or representatives discusses or attempts to discuss any matters related to this RES III RFP process, the RES III Contract, any proposed Contract Facility or any Proposal with any of the foregoing, except through the channels expressly prescribed in this RES III RFP.

No RES III Party, or any of its respective employees, agents, contractors or representatives, shall directly or indirectly communicate with the media in relation to this RES III RFP, the RES III Contract, any proposed Contract Facility or any Proposal, without first obtaining the written permission of the OPA pursuant to a request made to renewables@powerauthority.on.ca. This email address may also be used to ask specific communication-related questions.

For greater certainty, the prohibition on communications set out above shall not prohibit a RES III Party or Selected Proponent from publishing any notice that is required in connection with obtaining any regulatory approvals required for the development of the proposed Contract Facility.

No RES III Party shall engage in any Conflict of Interest communications or in any Prohibited Conduct that would violate the prohibition against collusion set forth in the Statutory Declaration set out in Appendix N.

2.7 Proposal Preparation and Submission

Only a Registered Proponent or a Control Group Member of such Registered Proponent may submit a Proposal and become a Proponent.

Registered Proponents or Control Group Members thereof are responsible for ensuring that the Proposals are complete in every respect and in compliance with the RES III RFP. Proponents should structure their Proposals in accordance with the instructions in the RES III RFP. Where information is requested in the RES III RFP, any response made in a Proposal should reference the applicable section numbers of the RES III RFP where such request is made.

Apart from the completion of any blanks, bullets or similar uncompleted information in the Required Forms, a Proponent may not make amendments to the pre-printed wording of the Required Forms. The Required Forms will be made available on the Generation Procurement Website in writable PDF format following the Deadline for Issuing Addenda. Any amendments made to the Required Forms, whether on the face of such forms or contained elsewhere in the Proposal, may result in the disqualification of the Proposal. All Required Forms must be signed by a director, officer or other person who has the authority to bind the Proponent.

Certain Required Forms are, or contain, declarations. The onus is solely on 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. If the OPA determines in its sole and absolute discretion that any matter declared is not materially true and correct, then the Proposal may be invalidated and disqualified and the OPA may, in addition to any other remedies available at law or in equity, draw upon the Proposal Security. In instances where there are discrepancies or inconsistencies between the declarations in the Required Forms and those in the Proposal, the declarations in the Required Forms shall prevail over any of the declarations made by the Proponent in the Proposal.

The Proposal must be written in English only, typed or printed neatly in black ink on both sides of 8.5 x 11 inch paper and all pages should be numbered sequentially. Proposals should be collated and organized in a user-friendly manner, containing detailed responses and referencing any attached substantiating documentation.

2.7.1 Proposal Submission Requirements

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

**BNY Trust Company of Canada
4 King Street West
Suite 1101
Toronto, Ontario**

M5H 1B6

Any Proposal arriving after the Proposal Submission Deadline will not be considered and will be returned unopened to the Proponent.

A Proponent may submit Proposals for more than one Contract Facility, subject to the non-collusion requirements set forth in the Statutory Declaration set out in Appendix N, provided that the Proponent properly submitted a separate Registration Form and Registration Fee for each such Contract Facility. Only one Proposal for one proposed Contract Facility may be submitted by a Proponent in respect of each Registration Form and Registration Fee.

The Proposal must meet the Proposal Completeness Requirements outlined in Section 3.1. The specific submission requirements applicable to the Proposal, the Proposal Security and the Proposal Price Statement are described below.

A Proponent must submit the following:

- **Proposal**

One original hard copy of its Proposal prominently marked “Original Copy”, 10 additional collated copies of its Proposal and one electronic version of the Proposal provided on a CD-ROM. All copies of the Proposal, including the electronic version, must include every document in the Proposal. The electronic version should be electronically searchable. For greater clarity, Acrobat-compatible files are acceptable. In the event of a conflict between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal will prevail.

- **Proposal Security**

One original hard copy of its Proposal Security which must be contained in a separate envelope marked “Proposal Security”.

- **Proposal Price Statement**

One 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 Proponent’s name and the name of the proposed Contract Facility.

The entire Proposal (including the Proposal Security and the Proposal Price Statement) should be contained in a sealed package.

The Proposal Return Label attached as Appendix K should be 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 title “RES

III RFP - Proposal” prominently marked. The full legal name of the Proponent and its return address should also appear on the outside of the sealed package.

All submitted Proposals become the property of the OPA and shall not be returned to the Proponent.

2.7.2 Amending or Withdrawing Proposals

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal for any reason. Any such withdrawal shall not entitle the Proponent to a refund of its Registration Fee paid to the OPA pursuant to Section 2.4. The right of Proponents to amend or withdraw Proposals prior to the Proposal Submission Deadline includes amendments or withdrawals wholly initiated by Proponents and amendments or withdrawals in response to subsequent information provided by Addenda to the RES III RFP or RES III Contract. Any amendment to a Proposal made prior to the Proposal Submission Deadline should clearly indicate what part of the Proposal the amendment is intending to affect or replace.

After the Proposal Submission Deadline, a 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 Proponent for 90 days from the Proposal Submission Deadline (the “**Period of Irrevocability**”).

If the OPA wishes to extend the Period of Irrevocability, the OPA shall submit a request prior to the expiry of the 90 days, to those Proponents whose Proposals are, at the time of the request, still being considered in the evaluation process. A Proponent may, in its discretion, refuse to extend the Period of Irrevocability and notify the OPA of such intent within five Business Days after such request is made.

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

If the OPA determines that it will be unable to award contracts prior to the expiration of the original Period of Irrevocability, it will, after the expiration of the original 90 day period, cease to consider the Proposal(s) of a Proponent who has refused the OPA’s request to extend the original Period of Irrevocability. The OPA will continue to evaluate Proposals of those Proponents who have consented to an extension to the original Period of Irrevocability and award contract(s) only to such remaining Proponents.

2.7.4 Changes to Proponent Team

Proponents are advised that no changes in the Proponent Team set forth by the Proponent in its response to this RES III RFP shall be permitted between the Proposal Submission Deadline and the execution of the RES III Contract without the prior written consent of the OPA. Any changes made without the prior written consent of the OPA may result in disqualification of the Proposal.

2.7.5 Barred Proposals

The following proposed Contract Facilities will not be permitted to be bid into this RES III RFP:

- any Contract Facility, or portion thereof, including any land that is covered by a RESOP Contract at the time of the Proposal Submission Deadline;
- any Contract Facility, or portion thereof, including any land that is covered by a contract with the OPA at the time of the Proposal Submission Deadline; or
- any Contract Facility in respect of which there had been a contract with the OPA where such contract has been terminated in accordance with the early termination provisions thereof or amended and, in each case, where the proposed Contract Facility would relate to substantially the same technology and either (a) involve any portion of the same site or (b) have the same Connection Point, in each case, as the contract that was terminated or amended. However at the OPA's sole and absolute discretion, it may allow any prospective Proponent to submit a Proposal in respect of a Contract Facility that is the subject of an amended or terminated contract with the OPA for any reason, including where
 - 18 full months have passed since the date on which the previous contract was terminated and the date of issuance of this RES III RFP; and
 - the early termination of the contract occurred due to an event of force majeure related to permitting and approval matters which had continued for a minimum of six (6) consecutive months prior to the early termination of the contract.

2.8 Notification and Selected Proponents

The OPA will notify each Selected Proponent in writing and/or verbally of its selection. Each Selected Proponent must:

- submit its Completion and Performance Security within eight (8) Business Days of such notification, and at least two (2) Business Days prior to the execution of the RES III Contract; and

- subject to the time necessary to receive governmental approvals that a Selected Proponent may require to sign the RES III Contract, sign the RES III Contract in the form circulated by the OPA within ten (10) Business Days of such notification.

Should a Selected Proponent fail to deliver either (i) the Completion and Performance Security; or (ii) the executed RES III Contract within the required timeframe, the OPA may disqualify such Selected Proponent and may select another Proponent in its place. If a Proponent fails to deliver the Completion and Performance Security and/or the executed RES III Contract, the OPA shall be entitled to draw upon the Proposal Security.

Once all of the RES III Contracts have been executed and delivered to the OPA by all Selected Proponents, the OPA will notify all other Proponents of their status. Subsequently, the OPA will make a public announcement of the Suppliers and their respective Contract Facilities.

2.9 Debriefing

Proponents who did not become Suppliers may request a debriefing after being notified of their status. Requests must be made in writing through the renewables@powerauthority.on.ca email address and must be made within 30 days of such notification. The intent of the debriefing session is to assist the 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 RES III RFP procurement process.

2.10 Confidentiality

All information provided by a RES III Party is subject to, and may be released in accordance with, the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario). **The RES III Party will clearly indicate in a separate confidentiality statement, in a form provided by the RES III Party, any portion of the Registration Form or the Proposal that contains proprietary or confidential information for which confidentiality is to be maintained by the OPA and its advisors.** Such portions of the Registration Form or the Proposal must be clearly marked “Proprietary and Confidential” by the RES III Party. A form of confidentiality statement is to be provided by the RES III Party. If no confidentiality statement is provided or no corresponding information identified as confidential or proprietary, the RES III Party will be automatically deemed to certify to the OPA that no portion of the Registration Form or the Proposal contains proprietary or confidential information for which confidentiality is to be maintained by the OPA or its advisors.

The confidentiality of any information identified by the RES III Party as proprietary and confidential will be maintained by the OPA and its advisors, except where an order by the Information and Privacy Commission, a court or a tribunal requires the OPA to do otherwise. Notwithstanding the foregoing, the OPA shall not be required to maintain the confidentiality of any such information that:

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

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 IESO, the Fairness Advisor, the OPA's counsel and other advisors retained in connection with this RES III RFP and in the evaluation of the Proposals.

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

- is not to be used for any purpose other than replying to this RES III RFP;
- must not be disclosed without the prior written authorization of the OPA; and
- shall be returned by the RES III Party to the OPA immediately upon the request of the OPA.

2.11 Disclosure of Registered Proponents

Notwithstanding Section 2.10, the OPA may choose to publish or otherwise disclose the following information regarding the Registered Proponents subsequent to providing the status notification under Section 2.4 to all Registered Proponents:

- Registered Proponent name;
- Proposed Contract Facility name; and
- Proposed Contract Facility location.

3. Evaluation

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

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

Stage 2 – Mandatory Requirements: In Stage 2, each Proposal will pass or fail depending on whether the Proposal meets each of 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 100 points. Each Proponent's responses will be reviewed by the Evaluation Team and evaluated against the Rated Criteria set out in Section 3.3. In order to proceed to Stage 4, a Proposal must achieve the Minimum Required Total Point Score set out in Section 3.3.

Stage 4 – Evaluation and Selection: In Stage 4, each Proposal that passed Stage 3 will have its Proposal Price Statement opened and evaluated as set out in Section 3.4. The Proposal Price will be discounted by a factor based on the Proposal's total point score in Stage 3 to determine the Proposal's Evaluated Proposal Price. The Evaluated Proposal Price will then be used to select the most competitive Proposals according to the methodology set out in Section 3.4.

A Proposal must meet the requirements of each Stage in order to proceed to the next Stage. Those Proposals that fail any of evaluation in Stages 1, 2, 3, or are found to have failed to comply with the requirements of the Proposal Price Statement at Stage 4, will be disqualified and will not be evaluated further.

3.1 Stage 1 – Proposal 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 (the "**Proposal Completeness Requirements**").

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

The Proposal Completeness Requirements are:

(a) Proposal Completeness Requirements and Submission Form

The Proposal Completeness Requirements and Submission Form must be submitted in the form set out in Appendix D.

(b) Technical Questionnaire

The Technical Questionnaire must be submitted in the form set out in Appendix G.

(c) Proposal Price Statement for Renewable Energy Supply

The Proposal Price Statement for Renewable Energy Supply, as set out in Appendix E, must be submitted as further outlined in Section 2.7.1.

The Proposal Price shall not be disclosed or described in any other part of the Proposal, failing which, the Proposal shall be disqualified.

(d) Financial Questionnaire

The Financial Questionnaire must be submitted in the form set out in Appendix F.

(e) Mandatory Technical Requirements Declaration

The Mandatory Technical Requirements Declaration must be submitted in the form set out in Appendix L.

(f) Executive Summary

An Executive Summary, approximately four or five pages in length and summarizing information about the proposed Contract Facility and the Proponent Team, must be submitted. The Executive Summary must include, but is not limited to, the following:

(A) The proposed Contract Facility:

- A description of the location of the proposed Contract Facility as well as the proposed Milestone Dates for Financial Closing and the Commercial Operation Date of the Contract Facility.
- A short description of the plant and major equipment to be used in the Contract Facility including:
 - an overview of major equipment, including the manufacturer(s);
 - the number of generating units of each technology (wind turbines, etc.);
 - the footprint (including any physical features) of the proposed Contract Facility;
 - details regarding air and noise emissions and proposed mitigating technologies, if any; and
 - a short description of the interconnection arrangement including voltage and interconnection point.

(B) The Proponent Team:

- a description and/or a schematic representation of the organizational structure outlining ownership and contractual links among all entities and/or individuals involved in the development, construction, financing and operation of the proposed Contract Facility;

- a summary of the business arrangements for the development, construction and operation of the proposed Contract Facility;
- a short description of the key personnel involved in the preparation of the Proposal and in the development of the proposed Contract Facility; and
- an overview of the proposed operation of the proposed Contract Facility, including the expected number of employees and any unmanned operation capabilities.

(g) Registration Form and Notification

A copy of the applicable Registration Form and response letter from the OPA confirming the status must be included.

(h) Statutory Declaration regarding Proposal and Non-Collusion

The Statutory Declaration must be submitted as set out in Appendix N.

(i) Conflict of Interest Declaration

The Conflict of Interest Declaration must be submitted as set out in Appendix O.

(j) Proposal Security

The Proposal Security, as attached in Appendix I, must be submitted as set out in Section 2.7.1.

3.2 Stage 2 – Mandatory Requirements

Each Proposal will pass or fail Stage 2 depending on whether it meets the following mandatory requirements (the “**Mandatory Requirements**”).

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 below in Sections 3.2.1 through 3.2.15.

3.2.1 Identity of Proponent

The Registered Proponent or a Control Group Member of such Registered Proponent may submit a Proposal and become a Proponent.

This requirement shall be satisfied by the Proponent’s completion of the Technical Questionnaire and the Registration Form and Notification provided in response to Section 3.1(g).

3.2.2 Contract Facility

The proposed Contract Facility must:

- (a) be a Renewable Generating Facility.

To satisfy this requirement, the Proponent must identify the type of Renewable Generating Facility in the Technical Questionnaire.

- (b) be a New Build or an Expansion. With respect to an Expansion, only the Contract Capacity relating to the Expansion is eligible for participation in this RES III RFP. For greater certainty, neither an Existing Generating Facility nor an Upgrade is eligible.

This requirement shall be satisfied by the Proponent's statement in response to the Technical Questionnaire.

- (c) be designed, constructed and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code and all other laws and regulations, as applicable.

This requirement shall be satisfied by the Proponent's statement in response to the Mandatory Technical Requirements Declaration.

3.2.3 Commercial Operation Date

The proposed Contract Facility must attain Commercial Operation on or before December 31, 2012.

To satisfy this requirement, the Proponent must identify the Commercial Operation Date in its response to the Technical Questionnaire. In addition, in the Technical Questionnaire, the Proponent must also state the Milestone Date for achieving Financial Closing, if applicable.

3.2.4 Contract Capacity

The proposed Contract Facility must be a single generating facility with a Contract Capacity between 10.1 MW and 199.9 MW.

To satisfy this requirement, the Proponent must identify the Contract Capacity in the Technical Questionnaire.

3.2.5 Proponent Limit

The combined Contract Capacities of all Proposals submitted in response to this RES III RFP by the same Proponent or on behalf of the same Proponent Team (other than the Proponent) must be less than or equal to 300.0 MW. Otherwise, all such Proposals shall be disqualified.

This requirement will be satisfied by the Proponent's statement in the Technical Questionnaire identifying all of its proposed Contract Facilities.

3.2.6 Location

The proposed Contract Facility must be located in the Province of Ontario.

To satisfy this requirement, the Proponent must identify the address of the proposed Contract Facility in the Technical Questionnaire or provide a description that adequately identifies the site where an address is unavailable. In addition, the Proponent must submit a map or maps showing the proposed site in relation to neighbouring roads and lands. The map shall indicate key components of the proposed Contract Facility, including the proposed Connection Point. The map(s) shall be utilized to confirm that the location of the proposed Contract Facility is consistent with the description of the lands set out in the supporting evidence documentation for this Section 3.2.6 as well as for site control as required in Section 3.2.8. The Proponent must also provide a site plan and layout.

3.2.7 Connection

The proposed Contract Facility must be connected to the IESO-Controlled Grid, affecting supply on the interconnected electricity grid in Ontario. For greater certainty, proposed Contract Facilities connecting to a Local Distribution System or an End User are not eligible.

To satisfy this requirement, the Proponent must identify the Connection Point of the proposed Contract Facility in the Technical Questionnaire. In addition, the Proponent must submit an electrical single line diagram showing the Connection Point of the proposed Contract Facility.

3.2.8 Site Control

The Proponent must evidence site control by having, at a minimum, an easement over, or an option to purchase, lease, license or use the land(s) for the site. Any such option must be exercisable by the Proponent for at least 180 days after the Proposal Submission Deadline. The Proponent must be able to exercise site control no later than the proposed Financial Closing date with site control expiring no sooner than the end of Term.

This requirement will be satisfied by the Proponent's statement in its response to the Technical Questionnaire.

In addition to providing the Proponent's statement confirming its control of the site, the Proponent must also provide supporting documentation in the form of either:

- a certified copy of an executed agreement(s) entitling the Proponent to an easement over, or an option to lease, licence or purchase the land(s) for the proposed Contract Facility; or
- a certified copy of either a registered title, easement, lease or licence.

The Proponent is permitted to redact pricing and other proprietary information from the supporting documentation as long as this information is not needed for the Evaluation Team to evaluate the evidence for purposes of this requirement.

If, pursuant to the foregoing provisions, the Proponent is required to submit supporting documentation for more than 10 different sites and each such agreement, title, easement, lease, or licence, as applicable, has been executed using the same standard form, then instead of providing a copy of each such document, the Proponent may provide one copy of each standard agreement, title, easement, lease or licence, as applicable, together with:

- a statement by the Proponent setting out, in summary form, all information (including the parties, exact location and description of the site, commencement date, term, closing date and any other conditions) that is particular to each such individual agreement, title, easement, lease or licence, as applicable; and
- a certificate of an officer of the Proponent stating that all of the individual agreements, titles, easement, leases or licences, as applicable, for all such sites have been signed and are in full force and effect.

For proposed Contract Facilities involving Crown resources, including Crown land for transmission, distribution and ancillary structures, the Proponent must submit written confirmation from the appropriate Ministry, or Ministries, that the Proponent has been granted the opportunity to pursue development of the proposed Contract Facility. Such written confirmation may be in the form of a "Site Release" or a copy of the letter from the appropriate Ministry, or Ministries, confirming the Proponent's land tenure (i.e. that the Proponent has been identified as the "Applicant of Record" or has been granted an "Option to Lease Agreement").

For a proposed Contract Facility involving lands that are defined as reserves or special reserves under the *Indian Act* (Canada), in lieu of the foregoing provisions, the Proponent shall satisfy the requirement by submitting copies of any and all relevant band council resolutions and other approvals required by the First Nation.

3.2.9 Environmental Assessment

The Proponent must, in the Technical Questionnaire at Appendix G, provide evidence that it has considered and made a determination whether the proposed Contract Facility belongs to Category A or B, as defined in the Ontario Ministry of the Environment’s “Guide to Environmental Assessment Requirements for Electricity Projects” (the “**EA Guide**”) dated March 2001, as referred to in O. Reg. 116/01 to the *Environmental Assessment Act* (Ontario) entitled “Electricity Projects”. Alternatively, the Proponent must provide evidence that part or all of the Contract Facility is not subject to provincial environmental assessment requirements.

3.2.10 Impact Assessment

The Proponent must evidence that it has commenced the process to obtain all applicable impact assessments.

With respect to the proposed Contract Facility, the Proponent must have and submit:

- a Part One System Impact Assessment or equivalent assessment prepared and issued by the IESO; and
- a copy of the executed System Impact Assessment Agreement between the Proponent and the IESO.

In order for the impact assessments to be completed in a timely manner, Registered Proponents should start the application process with the IESO as early as possible. The IESO will not be responsible for expediting any impact assessments for the purposes of this RES III RFP.

3.2.11 Resource Availability Data

The Proponent must evidence that, at a minimum, it has commenced the process for collecting and obtaining data with respect to the resource availability for the proposed Contract Facility.

To meet this requirement, the Proponent must respond to the Technical Questionnaire and must also submit evidence for the applicable category:

- Proponents who are proposing wind generation Contract Facilities must have at least one year’s worth of meteorological data from a tower that is located on the proposed Contract Facility site or have an independent meteorologist attest that the meteorological data from a meteorological tower that is near the site of the proposed Contract Facility is highly correlated with and thus representative of the Contract Facility site.
- Proponents of hydroelectric generation Contract Facilities must have, at a minimum:

- at least one year of reliable stream flow data that supports a comprehensive hydrology assessment of the proposed Contract Facility's availability; and
 - the most recent ten (10) years or more of highly correlated representative stream flow data from another site on the same water system.
- Proponents of biomass generation Contract Facilities must have, at a minimum, a detailed plan for the procurement and delivery of the required biomass fuel(s) from a biomass supplier(s). The plan must outline fuel availability and potential supply terms and conditions throughout the Term.
- Proponents of landfill gas generation Contract Facilities 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 100% of the fuel requirement for the proposed Contract Facility over the Term.
- Proponents of solar photovoltaic Contract Facilities must indicate the source of the solar radiation data that was used to estimate the annual energy output of the proposed Contract Facility. Proponents should indicate:
 - the location and source of the solar radiation measurements;
 - the orientation for the solar radiation measurements;
 - the orientation of the proposed Contract Facility;
 - adjustments made to correct for differences in orientation and location of the proposed Contract Facility;
 - the daily average solar radiation (kJ/M2); and
 - all calculations and major assumptions used to estimate the energy output of the proposed Contract Facility.

3.2.12 Development Experience

This requirement is designed to provide the OPA with assurance that the Proponent and its team have sufficient experience in planning, developing, and constructing one or more Designated Facilities.

(a) Proponent Experience

The Proponent must evidence that the Proponent or its Control Group Member has successful experience with planning, developing and constructing one or more Designated Facilities.

(b) Designated Team Members' Experience

The Proponent must identify at least three individuals who are Designated Team Members, of which at least two individuals must be Designated Employees. Each of the Designated Team Member must have

experience with at least one Designated Facility. The Designated Facility does not need to be the same for all of the Designated Team Members.

Of the three Designated Team Members,

- one Designated Team Member must, in a Managerial Capacity, have planned and developed a Designated Facility; and
- an additional Designated Team Member must, in a Managerial Capacity, have overseen the construction of a Designated Facility.

The requirements under (a) and (b), as outlined above, shall be satisfied by the Proponent's response to the Technical Questionnaire and by providing the curricula vitae of the Designated Team Members.

3.2.13 Financing Experience

The Proponent or a Control Group Member must evidence that it has successfully financed (having achieved financial closing) another generation facility within the last 60 months that is at least 50% of the Contract Capacity of the proposed Contract Facility. For greater certainty, Proponents or Control Group Members may aggregate more than one generation facility (each of which must be 10 MW or greater) to satisfy this requirement.

To meet this requirement, the Proponent must evidence its or a Control Group Member's experience in successfully financing another generation facility/ies. The Proponent must indicate the name, location, generation type (technology), size (in MW), the corporate and financing structure, and date of financial close for each generation facility.

3.2.14 Financial Strength

At a minimum, the Proponent must evidence that any one equity provider that accounts for 20% or more of the proposed Total Project Costs or, if applicable, any group of equity providers that together account for 20% or more of the proposed Total Project Costs of the proposed Contract Facility (individually or as a group, as applicable, a "**Designated Equity Provider**"), has an individual Tangible Net Worth (or a collective Tangible Net Worth, in the case of a group of equity providers comprising a Designated Equity Provider) of at least \$250,000 per MW of Contract Capacity:

- at the end of each of the last two fiscal years; and
- 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 fiscal years set out above).

To satisfy this requirement, the Proponent must provide the information required below in subsections (a) to (d), inclusive, in addition to completing the Financial Questionnaire.

If any Designated Equity Provider is also listed as a Designated Equity Provider of more than one Proposal submitted under this RES III RFP, then the Tangible Net Worth of such Designated Equity Provider should be equal to or exceed the combined Tangible Net Worth requirements for all such Proposals; otherwise, the OPA reserves the right to reject, starting with the Proposal with the highest Evaluated Proposal Price, one or more of the selected Proposals up to a point where the remaining Proposals satisfy the minimum requirement in this Section 3.2.14.

(a) **Year-End Financial Statements**

The Proponent must attach audited year-end financial statements, as required by GAAP, of the Designated Equity Provider (or of each equity provider comprising the Designated Equity Provider) with respect to the last two fiscal years for which audited statements have been issued.

Notwithstanding the foregoing, a Designated Equity Provider that is an individual shall be permitted to provide unaudited financial statements instead of audited financial statements in response to this requirement together with a statutory declaration of such person stating that such unaudited financial statements present fairly, in all material respects, the financial position of the Designated Equity Provider in conformity with GAAP. However, all other Designated Equity Providers that do not have audited financial statements do not satisfy the requirements of this subsection.

(b) **Most Recently Completed Quarter Financial Statement**

The Proponent must attach audited financial statements of the Designated Equity Provider (or of each equity provider comprising the Designated Equity Provider) with respect to:

- its most recently completed fiscal quarter; or
- if the Designated Equity Provider is an issuer of securities that are publicly traded, the most recently completed fiscal quarter for which financial statements have been publicly issued.

If audited financial statements are not available for its most recently completed fiscal quarter (or, for an issuer of publicly-traded securities, the most recent quarter for which financial statements have been publicly issued), the Proponent must submit unaudited financial statements in response to this requirement together with a statutory declaration of an officer of the Designated Equity Provider (or of the Designated Equity Provider if it is an individual) stating that such financial statements present fairly, in all material respects, the financial position of the Designated Equity Provider in conformity with GAAP.

(c) **Methodology**

The Proponent must state the Tangible Net Worth of the Designated Equity Provider and attach a summary outlining and describing the methodology and specifying the calculations used to determine such Tangible Net Worth, based on the information provided in the Financial Questionnaire and the financial statements provided in subsections (a) and (b) of this Section 3.2.14.

(d) **Confirmation**

The Proponent must attach a confirmation from an officer of the Designated Equity Provider (or of the Designated Equity Provider if it is an individual) that is either:

- a certificate to the best of his or her knowledge; or
- if the Designated Equity Provider (or any equity provider that is a component thereof) is an issuer of securities that are publicly traded, a public update by the Designated Equity Provider within sixty (60) days of its most recently completed fiscal quarter as to the Designated Equity Provider's financial condition,

that since the date of the latest of the financial statements provided above, no facts or circumstances have arisen that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement. Without limiting the generality of the foregoing and for the purposes of this Section 3.2.14, facts and circumstances that, estimated reasonably and in accordance with GAAP, result in a reduction in Tangible Net Worth below the minimum Tangible Net Worth required by this Section 3.2.14 shall be deemed to materially adversely affect the Designated Equity Provider's financial condition. If, and to the extent that, there are facts or circumstances that would materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements, the Proponent must also provide a statutory declaration of the Designated Equity Provider stating, in detail:

- any facts or circumstances that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement; and
- the revised value of the Designated Equity Provider's Tangible Net Worth, estimated reasonably and in accordance with GAAP having regard to the facts and circumstances set out above, together with the calculations supporting such revised value of the Designated Equity Provider's Tangible Net Worth.

3.2.15 Proposal Security

The Proposal Security must be payable to and in favour of the "Ontario Power Authority" in the amount of \$25,000 per MW of Contract Capacity to a maximum amount of \$1,000,000.

In order to satisfy this requirement the Proposal Security must be in the form of:

- a certified cheque or a bank draft issued by a financial institution listed in either Schedule I or II of the *Bank Act* (Canada);
- 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 the form attached as Appendix I; or

- a bid bond issued by a surety with a financial strength rating of A- or higher by A.M. Best in financial size category VIII or higher, in the form attached as Appendix J.

3.3 Stage 3 – Rated Criteria

In Stage 3, the Proposal will be reviewed and scored against the following criteria (the “**Rated Criteria**”):

Section	Overview of Rated Criteria	Maximum Point Score
3.3.1	Environmental Assessment	20
3.3.2	Zoning Approvals	20
3.3.3	Equipment Availability	15
3.3.4	Resource Availability Data	10
3.3.5	Proponent Team Experience	10
3.3.6	Financial Assessment	25
	TOTAL	100
	Minimum Required Total Point Score	40

Each Proposal will be awarded a total point score which will range from a minimum of zero points up to a maximum of 100 points. In order to proceed to Stage 4, a Proposal must achieve a Minimum Required Total Point Score of 40 points; otherwise the Proposal will be disqualified.

Information set out in the Proposal, including responses to the Technical Questionnaire and the Financial Questionnaire for each Proposal, should contain sufficiently detailed information to enable the Evaluation Team to evaluate the merits of both the Proponent and the proposed Contract Facility. The onus is on the Proponent to demonstrate its technical and financial abilities to develop, construct and operate the proposed Contract Facility, as well as present the work that has already been done in developing the proposed Contract Facility.

Proponents are encouraged, where possible, to provide additional information and supporting evidence to substantiate their statements in response to the Rated Criteria, even if this additional information is not

specifically requested in this RES III RFP. Proposals will be evaluated based on all information provided by the Proponent relevant to the Rated Criteria and not solely on the scenarios or levels of progress indicated below. Where a Proponent has not yet achieved the highest point scenario or level of progress, it may provide details of its strategy on how it intends to complete the necessary steps to achieve that scenario or level of progress. Failure to provide sufficient detailed information or supporting statements or documentation may lead to zero points being awarded for some or all criteria.

For multiple Proposals by a single Proponent, the OPA reserves the right to reassess the Rated Criteria on the basis of all such Proposals, taken cumulatively, proceeding and being selected. If, based on this reassessment, the Proponent achieves each Minimum Required Total Point Score then all such Proposals shall proceed to Stage 4. Otherwise, the OPA reserves the right to reject such Proposals starting with the Proposal with the highest Evaluated Proposal Price, until the Proponent meets the Minimum Required Total Point Score with the remaining Proposal(s).

Proposals that do not achieve the Minimum Required Total Point Score will not be evaluated further and will be rejected.

3.3.1 Environmental Assessment (20 points)

Points will be allocated depending on the status of the Proponent's progress in the environmental assessment process required pursuant to the appropriate category as set out in the EA Guide and under O.Reg. 116/01.

Proponents should note that environmental assessment requires consultation with interested persons, including Aboriginal communities. The Aboriginal consultation undertaken by the Proponent prior to and during the Environmental Screening process or other applicable process will be important to the Crown's fulfillment of any constitutional duty to consult Aboriginal communities with respect to electricity projects.

Proponents are referred to the EA Guide, s. A.6.2.3, which reads as follows:

Consultation with First Nations and Other Aboriginal Communities: In consulting on their projects, Proponents should give particular consideration to the concerns of First Nations and other Aboriginal communities located in the vicinity of, or having a potential interest in, the project. First Nations and other Aboriginal communities are to be identified, notified, consulted, and involved in an appropriate manner. Proponents should identify First Nations and other Aboriginal interests that are relevant to the nature, location and effects of the proposed project.

Points will be allocated from highest to lowest for the following levels of progress:

High points will be allocated for the following scenarios:

- The proposed Contract Facility belongs to Category A as defined in the EA Guide or the proposed Contract Facility belongs to Category B as defined in the EA Guide and the Proponent has prepared and issued a notice of commencement in accordance with the Environmental Screening process and has prepared a project description;

- the Proponent has commenced engagement efforts with respect to Aboriginal communities by identifying internal personnel or outside advisers who have appropriate experience and will be responsible for engagement efforts; and
- the Proponent has initiated contact with Aboriginal communities identified by the Proponent as potentially interested in or affected by the Proposal or made reasonable efforts to initiate contact, or has provided evidence that Section 2.6.2 of this RES III RFP prohibits communications with an Aboriginal community.

Medium points will be allocated for the following scenarios:

- The proposed Contract Facility belongs to Category A as defined in the EA Guide; or
- the proposed Contract Facility belongs to Category B as defined in the EA Guide and the Proponent has prepared and issued a notice of commencement in accordance with the Environmental Screening process and has prepared a project description.

Low points will be allocated for the following scenario:

- The proposed Contract Facility belongs to Category B as defined in the EA Guide; and
- The Proponent has commenced work internally on the environmental assessment process, such as retaining expert advice, but has not filed a notice of commencement.

If the Proponent believes the Contract Facility is not subject to provincial environmental assessment requirements, the Proponent should provide an analysis to support its position, including any correspondence it has had with the provincial government on the issue, and identify what environmental assessment requirements, if any, apply to the Contract Facility. If the Evaluation Team is satisfied that a project is not subject to provincial environmental assessment requirements, the evaluation will be based on criteria equivalent to those set out above but which are applicable to the Contract Facility.

Proponents should submit (i) a description of the work already undertaken and provide any supporting documentation evidencing their status, and (ii) a timeline and a description of the major milestones necessary to complete the applicable environmental assessment process.

3.3.2 Zoning Approvals (20 points)

Points will be allocated based on the sites' status regarding existing land use approvals and the steps taken to obtain the appropriate land use approvals or amendments such as: official plan amendment and, where applicable, secondary plan amendment and zoning by-law amendment for the proposed Contract Facility with the local municipality/ies and, where applicable, the regional municipality/ies.

Points will be allocated from highest to lowest for the following levels of progress:

1. The site(s) for the proposed Contract Facility conform with all regional and/or local official plans, secondary plans (where applicable) and zoning by-laws that permit for the development of the proposed Contract Facility.

2. The site(s) for the proposed Contract Facility have all regional and/or local official plan or secondary plan designations (where applicable), but require only minor variances to the zoning by-law to allow for the development and operation of the proposed Contract Facility; and
the Proponent has submitted complete application(s) to the required municipal approval authorities to obtain the applicable minor variances to the zoning by-law.
3. The site(s) for the proposed Contract Facility have all regional and/or local official plan or secondary plan designations (where applicable), but require only minor variances to the zoning by-law to allow for the development and operation of the proposed Contract Facility; and
the Proponent has not submitted applications to the required municipal approval authorities to obtain the applicable minor variances.
4. The site(s) for the proposed Contract Facility have all regional and/or local official plan and secondary plan (where applicable) designations, but require a zoning by-law amendment to allow for the development and operation of the proposed Contract Facility; and
the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the zoning by-laws.
5. The site(s) for the proposed Contract Facility have all regional and/or local official plan and secondary plan (where applicable) designations, but require a zoning by-law amendment to allow for the development and operation of the proposed Contract Facility; and
the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the zoning by-laws.
6. The site(s) for the proposed Contract Facility have zoning approvals, but no regional and/or local official plan or secondary plan designations (where applicable) to allow for the development and operation of the proposed Contract Facility; and
the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the official plans.
7. The site(s) for the proposed Contract Facility have zoning approvals, but no regional and/or local official plan or secondary plan designations (where applicable) to allow for the development and operation of the proposed Contract Facility; and
the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the official plans.
8. The site(s) for the proposed Contract Facility have neither regional and/or local official plan and secondary plan (where applicable) designations or zoning approvals to allow for the development and operation of the proposed Contract Facility; and
the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the official plans and the zoning by-laws.

9. The site(s) for the proposed Contract Facility have neither regional and/or local official plan and secondary plan (where applicable) designations or zoning approvals to allow for the development and operation of the proposed Contract Facility; and

the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the official plans and the zoning by-laws.

Where a proposed Contract Facility has multiple sites that are at different stages in the municipal and regional approval processes, the Evaluation Team will award points on a pro-rata basis. Proponents shall combine, where possible, the sites that fall into the same stage in the municipal and regional approval processes into groups and indicate the percentage each group of sites represents for the area of the proposed Contract Facility.

The criteria listed above from 1 to 9 are applicable only in the municipal or regional contexts. In the event a proposed Contract Facility is situated on federally-owned or First Nations lands, the evaluation will be based on criteria that are equivalent to those set out above but which are applicable to federally-owned or First Nations lands.

Proponents should submit any supporting documentation, including, but not limited to:

- excerpts from the applicable regional and/or local municipal official plan, secondary plans (where applicable) and zoning by-laws and elaborate on the current official plan designation and zoning that applies to the subject lands for the Contract Facility;
- a description of the extent to which the proposed Contract Facility does not conform to the regional and/or local official plan and/or zoning by-law and what steps, if any, have been taken to amend the regional and/or local official plan and/or zoning by-law to permit the development, construction and operation of the Contract Facility and state the expected time frame for receiving each of such approvals;
- an indication of whether any variances will be needed to accommodate the physical features of the Contract Facility;
- a description of the processes involving the local municipality and, where applicable, the regional municipality, to obtain appropriate regional and/or local official plan amendments, including secondary plan amendments, where applicable, zoning by-law amendments, and any minor variances required in order to ensure development of the proposed Contract Facility on the subject lands; and
- the status of any appeals with respect to zoning matters.

In addition, as supporting evidence, Proponents are encouraged to provide letter(s), from each of the local municipality/ies and, where applicable, the regional municipality/ies, outlining conformity with the regional and/or local official plan(s), secondary plan(s) (where applicable) and zoning by-laws and stating whether the proposed Contract Facility requires:

- an amendment to the regional and/or local official plan(s), including secondary plan amendment(s) (where applicable);

- zoning by-law amendment(s); and/or
- any variances to accommodate any and all physical features of the proposed Contract Facility.

3.3.3 Equipment Availability (15 points)

The equipment availability rated criterion is designed to assess the Proponent's progress in obtaining Generating Equipment for the proposed Contract Facility. Points will be allocated depending on the progress in securing the Generating Equipment required for the Contract Facility.

Points will be allocated based on the following level of progress:

1. The Proponent has entered into an equipment supply agreement (an "**Equipment Supply Agreement**") with a fixed price that guarantees delivery of the Generating Equipment in a timeframe consistent with the proposed Contract Facility's Commercial Operation Date.
2. The Proponent is in the process of negotiating an Equipment Supply Agreement that guarantees delivery of the Generating Equipment in a timeframe consistent with the proposed Contract Facility's Commercial Operation Date; and the Proponent has a letter of intent from the manufacturer (that is binding on the manufacturer) for the delivery of the required Generating Equipment.
3. The Proponent has selected a renewable technology manufacturer; and has a non-binding letter of intent from the manufacturer for the delivery of the required Generating Equipment.
4. The Proponent has no form of commitment from a renewable technology manufacturer.

Proponents should submit any supporting documentation to evidence their progress, including any agreements, commitments, letters of intent or memoranda of understanding to evidence their status. The Proponent should outline the general terms of any such form of agreement, the type and amount of Generating Equipment, delivery timeframe and how that corresponds to the proposed Contract Facility's Commercial Operation Date.

Proponents who are proposing wind generation facilities should indicate whether the agreement covers multiple proposed facilities and demonstrate that the proposed Contract Facility would be allocated sufficient equipment in the event that a RES III Contract is awarded by the OPA. The Proponent should also outline the number of turbines committed under such an agreement, indicating the delivery schedules for these turbines and the capacity represented by other facilities under development by the Proponent for which these turbines may be used.

The Proponent is permitted to redact pricing and other proprietary information from the supporting documentation, as long as this information is not needed in order to evaluate the evidence for purposes of this requirement.

3.3.4 Resource Availability Data (10 points)

This criterion is designed to evaluate the length and reliability of the resource availability data for the proposed Contract Facility. Having more rigorous resource availability data provides greater certainty that the proposed Contract Facility will reach the proposed Commercial Operation Date and will be developed in accordance with its Proposal and Good Engineering and Operating Practices. Proponents should provide any supporting materials to evidence their status in assessing the resource availability.

For wind generation Contract Facilities, points will be allocated from highest to lowest for the following scenarios:

1. The Proponent has two years or more of meteorological data from more than one tower on the site of the proposed Contract Facility.
2. The Proponent has more than 12 months, but less than two years of meteorological data from more than one tower on the site of the proposed Contract Facility, and two or more years of highly correlated representative meteorological data from a meteorological tower that is near the site of the proposed Contract Facility and has an independent meteorologist attest that the meteorological data from the tower is highly correlated with and thus representative of the Contract Facility site.
3. The Proponent has less than 18 months of meteorological data from more than one tower on the site of the proposed Contract Facility.
4. The Proponent has less than 18 months of meteorological data from only one tower on the site of the proposed Contract Facility.

Proponents of proposed wind generation facilities should indicate the length of period for which they have collected meteorological data, show the location of the meteorological tower(s) on the site plan, disclose other meteorological tower sites that are being relied on and demonstrate that these other meteorological tower sites are highly correlated with the proposed Contract Facility's site.

For hydroelectric generation Contract Facilities, points will be allocated from highest to lowest for the following scenarios:

1. The Proponent has more than ten (10) years of historical daily hydrology data applicable to the proposed Contract Facility.
2. The Proponent has more than one (1) year of historical hydrology data applicable to the proposed Contract Facility, and 20 years of highly correlated representative flow data from another site.
3. The Proponent has one year of reliable stream flow data that supports a comprehensive hydrology assessment of their proposed Contract Facility availability, and more than ten (10) years, but less than 20 years, of highly correlated representative flow data from another site.

Proponents of proposed hydroelectric generation facilities should indicate the length of time for which they have stream flow data for the proposed Contract Facility and the length of time for which they have

representative flow data from another site, and demonstrate that the flow data from the two sites is highly correlated.

For biomass generation Contract Facilities, points will be allocated from highest to lowest for the following scenarios:

1. The Proponent has firm biomass fuel supply and delivery contracts in place for all fuel supply and transportation requirements over the Term, and the Proponent has a credible contingency plan in place for alternative supply and delivery of biomass fuel in the event one or more of the initial fuel suppliers defaults during the Term.
2. The Proponent has some form of written commitments from its proposed biomass suppliers for at least 75% of its fuel supply and transportation requirements for the Term, and the Proponent has a plan for securing the remaining 25% of its fuel supply and transportation. The Proponent also has a credible contingency plan in place for alternative supply and delivery of biomass fuel in the event one or more of the original fuel suppliers defaults during the Term.
3. The Proponent has a detailed plan for the procurement and delivery of its required biomass fuel(s) from proposed biomass supplier(s) for 50% of the total fuel requirement throughout the Term.

Proponents of proposed biomass generation facilities should outline the status of biomass supply and associated transportation agreements, providing copies of any such contracts where available and provide a fuel supply and transportation plan including a contingency plan for alternative supply and delivery of biomass fuel in the event one or more of the fuel suppliers defaults during the Term.

For landfill gas generation Contract Facilities, points will be allocated from highest to lowest for the following scenarios:

1. The Proponent has an engineering assessment of the availability of landfill gas from the proposed supply site confirming the gas supply is of sufficient quantity and quality to meet 100% of the fuel requirement for the proposed Contract Facility over the Term and has a firm delivery contract with the owner(s) of the landfill gas supply site(s) confirming it will supply 100% of the proposed Contract Facility's fuel requirement over the duration of the Term.
2. The Proponent has an engineering assessment of the availability of landfill gas from the proposed supply site confirming the gas supply is of sufficient quantity and quality to meet 100% of the fuel requirement for its proposed Contract Facility over the proposed Term and has a memorandum of understanding or other form of written confirmation from the owner(s) of the landfill gas site that it will supply 100% of the proposed Contract Facility's fuel requirement over the duration of the Term.

Proponents of proposed landfill gas generation facilities should outline any engineering assessments of the availability of landfill gas from the proposed site demonstrating that the gas supply is of sufficient quantity and quality and review the status of any contracts with the owner of the site for the supply of landfill gas over the Term, providing copies of any such contracts where available.

For solar photovoltaic Contract Facilities, points will be allocated from highest to lowest for the following scenarios:

1. The Proponent has solar radiation data that is demonstrated to be reliable and for a location that is highly representative of site for the proposed Contract Facility. The assumptions and calculations used to estimate the energy output of the proposed Contract Facility from the solar radiation data are prepared by an independent expert and consider all critical variables.
2. The Proponent has solar radiation data that is representative of the site for the proposed Contract Facility. The assumptions and calculations used to estimate the energy output for the proposed Contract Facility from the solar radiation data are reasonable.

Proponents of proposed solar photovoltaic facilities should indicate the source of solar radiation data and adjustments made to the data to ensure that it is representative of the proposed Contract Facility and site.

3.3.5 Proponent Team Experience (10 points)

The Proponent Team experience criterion is designed to ensure that the Proponent and its team has sufficient experience with projects substantially similar to the proposed Contract Facility, such that there is a high degree of likelihood that the proposed Contract Facility will reach Commercial Operation by the proposed date and will be developed in accordance with its Proposal and Good Engineering and Operating Practices. This criterion is divided into two sub-criteria: (a) Proponent experience, and (b) Designated Team Members' experience.

(a) Proponent Experience (5 points)

Points will be allocated, from highest to lowest, based on the Proponent's (or its Control Group Member's) experience with Designated Facilities, as follows:

1. The Proponent and/or its Control Group Member has experience in planning, developing, constructing and operating two or more Designated Facilities, all of which are of the same type/technology as the proposed Contract Facility.
2. The Proponent and/or its Control Group Member has experience in planning, developing, and constructing two or more Designated Facilities, all of which are of the same type/technology as the proposed Contract Facility.
3. The Proponent and/or its Control Group Member has experience in planning, developing, and constructing two or more Designated Facilities, with only one facility being of the same type/technology as the proposed Contract Facility.
4. The Proponent and/or its Control Group Member has experience in planning, developing, and constructing two or more Designated Facilities, with none of the facilities being of the same type/technology as the proposed Contract Facility.

Proponents should provide supporting evidence and describe the Designated Facility(ies). For each Designated Facility, the Proponent should provide a description, including the type/technology, the location, the Nameplate Capacity, the capital cost expenditure and the development status.

(b) Designated Team Members' experience (5 points)

Points will be allocated, from highest to lowest, based on the Designated Team Members' experiences, as outlined below.

The Proponents has three or more Designated Team Members, each of which has experience (planning, developing or constructing) with:

1. Two or more Designated Facilities, all of which are the same type/technology as the proposed Contract Facility.
2. One Designated Facility, which is of the same type/technology as the proposed Contract Facility.
3. One or more Designated Facilities, none of which is the same type/technology as the proposed Contract Facility.

The Proposal should clearly identify each of the Designated Team Members and describe their specific experience with respect to the Designated Facility(ies). For each Designated Facility, the Proponent should provide a description, including the type/technology, the location, the Nameplate Capacity, the capital cost expenditure and the development status. Proposals should describe the relevant experience in the form of resumes, curricula vitae and any professional designations of the Designated Team Members.

3.3.6 Financial Assessment (25 points)

The Financial Assessment is designed to ensure that the Proponent's financial plan is sound and that the Proponent has secured the necessary financing for the proposed Contract Facility. The Proponent shall demonstrate that it has the financial capability to finance the Contract Facility through internally generated or available funds and that it has a demonstrated history of financing comparably sized generation projects or that the Proponent will be able to secure the necessary financing as demonstrated by commitments from equity providers or lenders.

The Financial Assessment will be based on the Proponent's financial plan description, its responses to the Financial Questionnaire (attached as Appendix F) and all other supporting financial information that is provided.

Proponents that are claiming credit for Tangible Net Worth are required to address all of the requirements outlined in Section 3.2.14.

For greater certainty, if any information in the Proposal, including any financing commitment, is conditional on amending the RES III Contract, the OPA reserves the right to reject the Proposal or award zero points for the Financial Assessment.

Proponents that assert unconditionally that no equity will be required to finance the proposed Contract Facility should provide evidence from lenders that they are willing to provide 100% of the required financing as debt. The Proponent should provide a Firm Commitment letter from these lenders indicating that they have reviewed and evaluated the RES III Contract, and have reviewed the Proponent's cost

estimates and financing assumptions for the proposed Contract Facility, and based on this evaluation believe that the proposed Contract Facility can be financed with 100% debt.

Points from highest to lowest will be allocated according to the following levels:

1. (a) The Proponent has the ability to self-finance the proposed Contract Facility as evidenced by a Tangible Net Worth of \$750,000 per MW of Contract Capacity; and
(b) has or a Control Group Member has financed a generation facility representing at least 80% of the Total Project Cost of the proposed Contract Facility within the last 24 months.
2. The Proponent or a Control Group Member has successfully financed at least five generation facilities, each representing at least 50% of the Total Project Cost of the proposed Contract Facility within the last 24 months and the Proponent has received Soft Commitments for financing 50% of the Total Project Cost.
3. (a) The Proponent has received Firm Commitments from all of the sources of financing listed in the financial plan and these sources of financing cover the Total Project Cost; and
(b) has or a Control Group Member has financed a generation facility representing at least 80% of the Total Project Cost of the proposed Contract Facility within the last 36 months.
4. The Proponent or a Control Group Member has successfully financed at least three generation facilities, each representing at least 50% of the Total Project Cost of the proposed Contract Facility within the last 36 months and the Proponent has received Soft Commitments for financing 50% of the Total Project Cost.
5. The Proponent has received Firm Commitments from all of the sources of financing listed in the financial plan and these sources of financing cover the Total Project Cost.
6. The Proponent has received Firm Commitments from all of the sources of financing listed in the financial plan and these sources of financing represent at least 50% of the Total Project Cost.
7. The Proponent has received Soft Commitments from all of the sources of financing listed in the financial plan and these sources of financing represent at least 50% of the Total Project Cost.
8. The Proponent has a Soft Commitment from an equity provider with a Tangible Net Worth of at least \$250,000/MW of Contract Capacity offering financing for 20% of the Total Project Cost.

A Proposal's score will be based on its ability to satisfy all of the requirements of the highest ranked Financial Assessment thresholds (i.e., thresholds 1-8) identified above.

The financial strength of the Designated Equity Providers and lenders that have made these Firm and Soft Commitments will be evaluated in terms of their financial resources. The strength of commitment will be measured in terms of high, medium, and low based on the criteria outlined in the matrix below. The combined financial strength for a Proponent's Designated Equity Providers and lenders will be based on the relative proportions of debt and equity that comprise the Proponent's Soft and Firm Commitments. For greater certainty, Proponents who satisfy the requirements of the highest Financial Assessment threshold (i.e. have a Tangible Net Worth of \$750,000/MW of Contract Capacity and have successfully

financed a generation project of at least 80% of the Contract Capacity of the proposed Contract Facility within the last 24 months) will have the highest financial strength.

Designated Equity Providers and lenders with a combined financial strength that is determined to be high (low) according to the matrix below will receive the maximum (minimum) possible points for that specific Financial Assessment threshold identified above.

Strength of Commitment	Designated Equity Providers	Lenders
Rating	Tangible Net Worth \$/MW of Contract Capacity	Category of Lender
High	\$750,000/MW	Category A Lender
Medium	\$500,000/MW	
Low	\$250,000/MW	Category B Lender

3.4 Stage 4 – Evaluation and Selection Process

This Section 3.4 outlines the evaluation and selection process for all the Proposals that have achieved the Minimum Required Total Point Score in Stage 3, in accordance with the procedures set out below.

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 Appendix E, 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 or incomplete values, will result in the disqualification of the Proposal. The OPA will check the Proposal Price Statement for accuracy and compliance.

Disclosure by the Proponent or any member of the Proponent Team of any of the elements of the Proposal Price Statement elsewhere in the Proposal, or otherwise, shall result in disqualification of the Proposal.

Errors contained in a Proponent's Proposal Price Statement are the sole responsibility of the Proponent and the OPA will be unable to correct or communicate any perceived error to a Proponent.

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.

3.4.2 Evaluated Proposal Price

The OPA will calculate each Proposal's Discount Factor (DF) based upon the Proposal total point score in Stage 3. The Discount Factor is calculated as follows:

- if the Proposal's total point score is less than 40, the Discount Factor will be zero and the Proposal will be disqualified; or
- if the Proposal's total point score is equal to or greater than 40, the Discount Factor is calculated as per the formula below:

$$\text{Discount Factor (DF)} = (\text{Total Point Score} - 40) \times 0.00333333$$

For example, if a Proposal received 100 out of 100 points, then the Discount Factor for that Proposal would be 0.200. If a Proposal received 70 out of 100 points, then the Discount Factor for that Proposal would be 0.100.

For the sole purposes of the evaluation process, the OPA will then calculate the Evaluated Proposal Price as the product of (a) the Proposal Price, and (b) one minus the Discount Factor, as per the formula below:

$$\text{Evaluated Proposal Price} = \text{Proposal Price} \times (1 - \text{DF})$$

3.4.3 Transmission Screen

In this Stage, the OPA will evaluate each Proposal using its proposed Connection Point to account for transmission limits within Restricted Circuits, Zones and Areas.

Transmission screening is necessary because available transmission and capacity on the existing Transmission System is limited in certain parts of the Province. The OPA will select Proposals that have the lowest Evaluated Proposal Prices and, in the aggregate, have Contract Capacities that do not exceed 102% of the applicable transmission limits. This will ensure continued reliable system operation and provide a reasonable assurance that significant Transmission System upgrade costs will not be necessary.

The Transmission Screen has three separate stages: the Restricted Circuit screen, the Zone screen and the Area screen. The estimates of the limits, as outlined in Appendix Q, are for evaluation purposes only pursuant to this RES III RFP. Proponents should not rely upon Restricted Circuit Limits, Zone Limits and Area Limits as definitive of the actual transmission restrictions and limits that may be applicable to any Proposal. These limits do not obviate the need to contact the IESO and the Transmitter to determine the specific transmission restrictions as part of the normal generation connection process.

Where a Proponent has indicated a willingness to connect to alternate circuits in a common transmission corridor, the OPA may assign the Contract Facility to a single circuit for the Evaluation and Selection Process to allow as many Proposals as possible to compete and be accepted under the transmission constraints. The OPA may, at its sole discretion, amend such circuit assignment at any time prior to the execution of a RES III Contract.

(a) **Restricted Circuit Screen**

Proposed Contract Facilities with Connection Points located within a Restricted Circuit set out in Appendix Q will be subject to an initial screening. Proposed Contract Facilities within each Restricted Circuit will be ranked in ascending order of Evaluated Proposal Price, and the Proposals with the lowest Evaluated Proposal Prices up to the specified limit will continue to be evaluated. The OPA reserves the right to allow the Marginal Proposal to continue to be evaluated. This reserved right can be applied for one or more Restricted Circuits at the OPA's sole discretion. All other Proposals will be rejected.

All Proposals that have a Connection Point that is not located on a specified Restricted Circuit, as outlined in Appendix Q, will be subject to a general screen to ensure the general limits are met. In the event a Part One System Impact Assessment accepts a connection of a project with a size greater than the general limit (50 MW for a 115 kV circuit and 100 MW for a 230 kV circuit), such project will pass the Restricted Circuit screen. If there is more than one project on such circuit, the OPA will use the maximum size of the projects accepted by the Part One System Impact Assessment as the circuit limit.

As there are no specified limits for Contract Facilities with a direct connection to a transformer or a switching station, such a Proposal must be assessed on a case by case basis and the connection arrangement must be acceptable to the IESO and the Transmitter involved. For the purposes of the Restricted Circuit Screen, the OPA will treat the largest Contract Capacity accepted by the IESO in all of the Part One System Impact Assessments for Proposals connecting to a particular transformer or a switching station as the applicable limit for that station.

For connection to a radial circuit that is not specifically identified in the Transmission Constraints Matrix found in Appendix Q, the capacity of the subject radial circuit identified in the Part One System Impact Assessment will be used as the limit.

(b) **Zone Screen**

Following the completion of the Restricted Circuit screen, all Proposals that have passed the Restricted Circuit screen will be screened by Zone. Proposals within each Zone will be ranked in ascending order of Evaluated Proposal Price, and the proposed Contract Facilities with the lowest Evaluated Proposal Prices up to the specified limit will continue to be evaluated. The OPA reserves the right to allow the Marginal Proposal to continue to be evaluated. This reserved right can be applied for one or more Zones at the OPA's sole discretion. All other Proposals will be rejected.

(c) **Area Screen**

Following the completion of the Zone screen, all Proposals that have passed the Zone screen will be screened by Area. Proposals within each Area will be ranked in ascending order of Evaluated Proposal Price, and the Proposals with the lowest Evaluated Proposal Prices up to the specified limit will continue to be evaluated. The OPA reserves the right to allow the Marginal Proposal to continue to be evaluated. This reserved right can be applied for one or more Areas at the OPA's sole discretion. All other Proposals will be rejected.

3.4.4 Initial Stack

Following the completion of the Transmission Screen, the remaining Proposals will be progressively selected for inclusion in the Initial Stack from the lowest to highest Evaluated Proposal Price such that the cumulative Contract Capacities of the selected Proposals sum up to 750 MW. The OPA reserves the right to include the Marginal Proposal in the Initial Stack.

Any Proposals not selected in the Initial Stack will be disqualified.

In the event that the combined total Contract Capacity of all Proposals that have passed the Transmission Screen is less than 750 MW, all such Proposals will be selected for inclusion in the Initial Stack.

3.4.5 Price Threshold

The OPA will establish a Price Threshold in order to select Proposals for inclusion in the Final Stack. The Price Threshold will be 110% of the weighted average Evaluated Proposal Price of all Proposals in the Initial Stack excluding the Proposal with the highest Evaluated Proposal Price. If the Proposal with the highest Evaluated Proposal Price is more than the Price Threshold, then the OPA may reject such Proposal.

If the OPA rejects such Proposal, the OPA may then repeat its determination and application of the Price Threshold by re-calculating the Price Threshold based on the remaining Proposals excluding the Proposal with the highest Evaluated Proposal Price.

The determination and application of the Price Threshold (including re-calculating the Price Threshold) may be progressively applied to all remaining Proposals in the Initial Stack until all remaining Proposals have Evaluated Proposal Prices that are less than the Price Threshold.

The OPA may reject each Proposal in the Initial Stack that has an Evaluated Proposal Price that is more than the Price Threshold.

The OPA may, at its sole and absolute discretion, repeat the determination and application of the Price Threshold, described in the preceding paragraphs, utilizing a Price Threshold equal to 115%.

In addition, if a Designated Equity Provider is also listed as a Designated Equity Provider of more than one Proposal submitted under this RES III RFP, and the (combined) cumulative Tangible Net Worth required for such Designated Equity Provider exceeds its stated Tangible Net Worth, the OPA may reject from the Final Stack one or more Proposals in accordance with the procedure set out in Section 3.2.14 or rescore the Proposal to the degree that the Designated Equity Provider no longer satisfies the Tangible Net Worth thresholds presented in Section 3.3.6 that were used to establish the Proponent's Financial Assessment score.

The stack of Proposals remaining after this process will form the final stack (the "**Final Stack**").

3.4.6 Selection of Proposals

The OPA will progressively select Proposals from the Final Stack from the lowest to highest Evaluated Proposal Price such that the cumulative Contract Capacities of the selected Proposals sum up to 750 MW, but not including the Marginal Proposal. The OPA, in its sole and absolute discretion, reserves the right to also select the Marginal Proposal. Those Proponents whose Proposals have been selected will become Selected Proponents. All other Proposals will be disqualified.

3.4.7 Potential Need to Repeat Evaluation

If a Proposal becomes invalid, including but not limited to the following reasons:

- The Proponent fails to deliver the Completion and Performance Security within eight Business Days as required in Section 2.8;
- The Proponent fails to deliver the executed RES III Contract within 10 Business Days as required in Section 2.8;
- The Proponent makes or has made a material misrepresentation in the Proposal; and
- The Proponent is in breach or default of this RES III RFP,

then the OPA reserves the right to repeat the evaluation process starting with the step outlined in Section 3.4.3.

4. Terms and Conditions

4.1 General Terms and Conditions

1. Except where expressly set out to the contrary in this RES III RFP, all submissions shall become the property of the OPA and shall not be returned to the Proponent.
2. For the purpose of determining time of receipt of any submission, the clock at the prescribed location for submission shall govern.
3. The onus remains solely with the RES III Party to instruct courier and delivery personnel to deliver submissions to the relevant specified location by the relevant deadline.
4. All submissions must be complete in all respects at the time of submission.

4.2 Definitions

Capitalized terms used in this RES III RFP have the respective meanings ascribed to them in Appendix A. Unless otherwise indicated, references to sections are references to sections in this RES III RFP.

4.3 RES III RFP Documents

The following materials form part of, and are incorporated into, this RES III RFP:

1. the body of this RES III RFP and all Appendices;
2. the RES III Contract; and
3. any Addenda.

Any conflict or inconsistency between the body of this RES III RFP, the Appendices, the RES III 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 RES III RFP and all Appendices; and
3. the RES III Contract.

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 RES III RFP and are not binding on the OPA.

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

1. this RES III RFP; and
2. the Proposal,

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

4.4 Compliance

If, in the sole discretion of the OPA, a Proposal does not comply with the requirements set out in this RES III RFP, the OPA shall, without liability, cost or penalty, disqualify the Proposal and the Proposal shall not be given any further consideration. For purposes of this RES III RFP, “comply” and “compliance” mean that the Proposal conforms to the requirements of this RES III RFP without material deviation. A “material deviation” is one that, in the sole discretion of the OPA,

- affects the Proponent’s or OPA’s obligations or rights in any material way;
- affects the obligations or rights of other Proponents or potential Proponents under this RES III RFP; or
- results in a failure to satisfy a material component of any requirement set out in this RES III RFP.

4.5 Cancellation or Return of Proposal Security

For each Proponent whose Proposal is disqualified in Stage 1 or Stage 2, the applicable Proposal Security will be cancelled or returned within 10 Business Days of the Proponent being notified of the Proposal’s failure.

For each Proponent whose Proposal passes Stage 2, but is rejected or not selected in Stage 3 or Stage 4, the applicable Proposal Security will be returned or cancelled within 10 Business Days of the OPA’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 RES III Contract.

4.6 Proponent's Costs

RES III Parties will bear all costs and expenses in connection with their participation in this RES III RFP, including any costs incurred in the review of this RES III RFP and any expert advice required in responding to this RES III RFP. The OPA and its advisors shall not be liable to pay any RES III Party costs under any circumstances. In particular, the OPA will not reimburse the RES III Party in any manner whatsoever in the event of rejection or disqualification of any or all Proposals or in the event of the cancellation of this RES III RFP for any reason. By submitting any submission in response to this RES III RFP, the RES III Party irrevocably and unconditionally waives any claims against the OPA and its advisors relating to the RES III Party's costs and expenses.

4.7 Material Breach of "Contract A"

The RES III Party agrees that, if the OPA commits a material breach of this RES III RFP (that is, a material breach of "Contract A"), the OPA's liability to the RES III Party and the aggregate amount of damages recoverable against the OPA 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 OPA, shall be no greater than the submission preparation costs that the RES III Party seeking damages from the OPA 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 RES III RFP and the RES III Contract as applicable. If such statements, information or documentation are determined by the OPA to be incorrect or misleading, the OPA reserves the right to re-evaluate the 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 Other Procurement Processes

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

This RES III 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 OPA's procurement processes.

4.10 RES III Contract

Subject to the time necessary to receive governmental approvals that a Selected Proponent may require to sign the RES III Contract, all Selected Proponents shall sign the RES III Contract in the form circulated by the OPA within ten (10) Business Days of being awarded a contract and shall deliver such other closing documents (such as certificates of status, officer's certificates and opinions of counsel) as the OPA requests.

4.11 Aboriginal Peoples

The OPA intends that Proponents give particular consideration to the interests and concerns of Aboriginal peoples during the planning and development stage of a proposed Contract Facility.

During the process for consulting Aboriginal peoples on the IPSP, First Nations and Métis peoples indicated their desire to be consulted in the planning of electricity projects. In recognition of this desire and of the statutory and constitutional requirements to consult that may apply to a Contract Facility, the Directive of the Minister of Energy and Infrastructure required the OPA to develop guidelines and processes in relation to Aboriginal consultation. The guidelines are attached hereto at Appendix T, "Best Practices, Good Business: Consulting with First Nation and Métis Communities".

The consultation process, developed by the OPA in collaboration with the Crown, is intended to enable the Crown to ensure that any necessary consultation with Aboriginal peoples takes place. It is not intended to replace existing consultation requirements or mechanisms but to facilitate compliance and to improve coordination where there are multiple consultation requirements under different regulatory regimes. Consultation that has already been undertaken prior to the submission of Proposal(s), either by the Proponent alone or in the course of approvals such as municipal land use planning approvals or MNR Site Release processes, is to be considered in developing specific consultation plans.

The central feature of the consultation process under the RES III Contract is a requirement, where necessary, that successful Proponents enter into an agreement with the Crown in relation to consultation of Aboriginal peoples with respect to the Contract Facility.

Where the Crown determines that such an agreement with the Crown is required, such agreement will include a consultation plan to be agreed upon between the Proponent and the Crown and attached in a schedule to the agreement. It is the Crown's expectation that the plan will focus on how the Proponent will engage in consultation of Aboriginal peoples in the course of complying with existing regulatory approval processes.

The following is a more detailed description of the consultation process that applies to RES III Contract facilities:

- After the award but before the Proponent enters into the RES III Contract, the Proponent must contact the Crown by letter (“**Consultation Information Request**”) requesting:
 - (i) a determination of whether the Proponent must enter into an agreement with the Crown in relation to consultation on the Contract Facility and, if so;
 - (ii) the Crown’s identification of the Aboriginal communities to consult.

The RES III Contract includes a Proponent representation and warranty that the Proponent has made the Consultation Information Request. The Consultation Information Request must include a record of all pre-contract engagement with Aboriginal peoples. The expected record of engagement is set out in detail below.

- Within 45 days of entering into the RES III Contract, or such reasonable further time as the OPA may provide, the Proponent must furnish the OPA with the Crown Letter responding to the Consultation Information Request. The Crown Letter will be provided in substantially the form of either Form A or B as attached hereto as Appendix R.
- If a Proponent receives Crown Letter B, indicating a need to enter into an agreement with the Crown, then the Proponent must enter into such an agreement regarding consultation of Aboriginal peoples. Within 90 days of entering into the RES III Contract, or such reasonable further time as the OPA may provide, the Proponent must provide the OPA with a copy of the agreement with the Crown. The form of the agreement will be substantially the form attached hereto as Appendix S.
- The agreement provides that the Crown will, upon request from the Proponent, provide written confirmation that, as of a certain date, the Proponent is or is not in breach of or default under the agreement with the Crown.

Although the Proponent is required to provide the Crown with a Consultation Information Request on or before the date of signing the RES III Contract, the OPA expects that Proponents will engage with Aboriginal peoples during the preparation of their Proposal(s). To that end, the OPA provides guidance for Proponent engagement with Aboriginal peoples below.

As a means of determining whether there are First Nations’ or Métis’ interests affected by a proposed Contract Facility, a Proponent should consider whether there are:

- Aboriginal communities located in the vicinity of the proposed Contract Facility;
- Aboriginal communities with a potential interest in the proposed Contract Facility;
- any established or asserted First Nations or Métis rights;
- any Indian Reserves;
- any treaty rights or treaty areas;

- any other lands owned by First Nations or Métis;
- any real and potential land claims, including specific or comprehensive claims (as those terms are used by the Department of Indian and Northern Affairs Canada);
- ongoing relevant litigation; and
- any public assertions regarding potential adverse effects on Aboriginal peoples' rights and interests or treaty rights, including effects on Aboriginal hunting, fishing, trapping and/or gathering of edible plants or impacts on Aboriginal burial, archaeological or other culturally significant sites.

In the Consultation Information Request to the Crown, the Proponent should outline the methods used to identify potential Aboriginal interests in the Contract Facility and detail any and all steps taken to engage with interested First Nations or Métis communities. The Proponent should submit:

- a description of the Contract Facility including location and the nature of the project;
- copies of any and all correspondence with First Nations and Métis communities, and/or their representative bodies, with respect to the Contract Facility and copies of any minutes of meetings with First Nations and/or Métis communities;
- copies of all correspondence with government agencies regarding Aboriginal peoples and the proposed Contract Facility;
- an outline of the engagement steps taken and consultation steps proposed with any and all supporting documentation, including:
 - (a) the methods developed or used for engagement with First Nations and Métis communities;
 - (b) whether the First Nations or Métis communities have been notified of the Contract Facility and how;
 - (c) the level of engagement to date;
 - (d) the issues identified;
 - (e) the issues under discussion with First Nations or Métis communities;
 - (f) if potentially adverse impacts on asserted or proven Aboriginal rights or interests have been identified, the mechanisms in place or contemplated to minimize such potential impacts; and
 - (g) whether any agreements or contracts have been entered into with First Nations or Métis communities or are contemplated.

4.12 No Exclusivity of Contract

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

4.13 Governing Law

This RES III 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 RES III Party submits to the exclusive jurisdiction of the courts of the Province of Ontario situated in Toronto.

4.14 Reserved Rights

The OPA reserves the right to:

1. make public the names of any or all RES III Parties and members of their respective teams;
2. request written clarification or the submission of supplementary written information from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
3. meet with some or all Proponents to discuss aspects of their Proposals;
4. verify with any 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 Proponent;
7. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
8. waive any informality or irregularity at the OPA's sole discretion;
9. disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RES III RFP;

10. make changes, including substantial changes, to this RES III RFP provided that those changes are issued by way of Addenda in the manner set out in this RES III RFP;
11. cancel this RES III RFP process at any stage;
12. cancel this RES III RFP process at any stage and issue a new RFP for the same or similar deliverables;
13. reject any or all Proposals at the OPA's sole discretion;
14. accept only one Proposal; or
15. if only one Proposal is received, elect to accept 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, and the OPA shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any RES III Party or any third party resulting from the OPA exercising any of its express or implied rights under the RES III RFP.

By submitting a Proposal, the Proponent, on its own behalf and on behalf of each member of the Proponent Team to which it belongs, authorizes the collection by the OPA of the information set out under subsections 4, 5 and 6 of this Section 4.14.

Appendix A Glossary of Terms

Term or Acronym	Definition
Aboriginal peoples	Means the Indian, Inuit and Métis peoples of Canada as referred to in s. 35 of the <i>Constitution Act, 1982</i> , being Schedule B to the <i>Canada Act, 1982</i> (U.K.), 1982, c.11.
Addendum	Means any addendum issued by the OPA and identified as an “Addendum to RES III RFP”.
A.M. Best	Means A.M. Best Company.
Anaerobic Digestion	Means a biochemical process by which organic matter is decomposed by bacteria in the absence of oxygen, which such decomposition produces methane and other by-products.
Another Proponent	Means the Proponent of Another Proponent Team.
Another Proponent Team	Means, in relation to a person or entity, a Proponent Team which is not the same as the Proponent Team to which such person or entity belongs.
Area	Means any area specified in Section 3.4.3(c).
Area Limit	Means, with respect to a particular Area, the value, expressed in MW, set out in Appendix Q.
Bio-fuel	Means a liquid fuel or product made solely from Renewable Biomass and includes without limitation ethanol and Biodiesel, as well as the direct utilization of vegetable oils or animal fats.
Biodiesel	Means the mono-alkyl esters of fatty acids derived from vegetable oils or animal fats.
Bio-gas	Means a gaseous fuel or product made solely from Renewable Biomass, and for greater certainty includes gaseous output from Anaerobic Digestion of Source Separated Organics, livestock manure, energy crops, livestock feed ingredients, food and feed processing by-products, off-specification food and feed materials and organic by-products from Bio-fuel production.

Business Day	Means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business.
Buyer	Means the Ontario Power Authority and its successors or permitted assignees.
Category A or B	Has the meaning given to it in the EA Guide.
Category A Lender	Means a financial institution listed in Schedule I or II of the <i>Bank Act</i> (Canada), or is such other financial institution or other entity having the minimum credit rating (i) A with S&P; (ii) A3 with Moody's; (iii) A low with DBRS; or (iv) A with Fitch IBCA.
Category B Lender	Means a financial institution that is not a Category A Lender, but that has a Tangible Net Worth of at least \$1,750,000/MW of Contract Capacity.
Certificates of Occupation	Means the documentary evidence, issued under subsection 20(5) of the <i>Indian Act</i> (Canada), of a First Nation member's right to temporary use and occupation of reserve lands pursuant to the provisions of subsections 20(4) and (6) of the <i>Indian Act</i> (Canada).
Certificates of Possession	Means documentary evidence of a First Nation member's lawful possession of reserve lands pursuant to the provisions of subsections 20(2), (3) or sections 22, 24 or 49 of the <i>Indian Act</i> (Canada).
Commercial Operation	Means the commencement of operation of the new Contract Facility in compliance with all laws and regulations after the completion of construction, completion of connection and synchronization to the IESO-Controlled Grid and completion of all commissioning tests, and the requirements for commercial operation set out in the RES III Contract have been satisfied.
Commercial Operation Date	Means the date on which Commercial Operation is first attained.
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 RES III Contract as additional assurance that, among other things, the Supplier will meet the Milestone Dates for the Contract Facility as specified in its Proposal, and will diligently operate and maintain the Contract Facility over the Term in accordance with the RES III Contract.

Conflict of Interest	Means any situation or circumstance where, in relation to this RES III RFP process, the 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 Ontario Power Authority or the Government of Ontario and not available to other Proponents; (ii) communicating with any official or representative of the Ontario Power Authority or the Government of Ontario or members of the Evaluation Team with a view to influencing preferred treatment in this RES III RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RES III RFP process and render that process non-competitive and unfair.
Conflict of Interest Declaration	Means the conflict of interest declaration set out in Appendix O.
Connection Point	Means the point on a Transmission System at which the Contract Facility supplies electricity.
Consultation Information Request	Means the Proponent's letter to the Ministry of Energy and Infrastructure, sent after the award, but before the date of entering into the RES III Contract, requesting (i) a determination of whether the Proponent must enter into an agreement with the Crown in relation to consultation on the Contract Facility and, if so; (ii) the Crown's identification of which Aboriginal communities to consult.
Contract Capacity	Means that portion of the Nameplate Capacity, expressed in MW, that is purchased pursuant to a RES III Contract.
Contract Facility	Means the project to be constructed, developed, owned (or leased) and operated by the Supplier under a RES III Contract.
Control Group Member	Means in respect of any entity (the " Reference Entity ") an entity (a) that Controls the Reference Entity, or (b) is Controlled by 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 percent (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.
Crown	Means Her Majesty the Queen in right of Ontario.
Crown Letter	Means the letter from the Crown to the Proponent provided in substantially the form of either Form A or B as attached hereto as Appendix R.
DBRS	Means DBRS Limited and its successors.
Deadline for Issuing Addenda	Means the date and the time on the Schedule or as amended in accordance with this RES III RFP.
Department of Indian and Northern Affairs	Means the Ministry of the Government of Canada with responsibility for policies relating to First Nations, Métis and Inuit, and Canada's three northern territories.
Designated Associate	Means an individual or employee of a firm that is under contract to the Proponent to assist it in either planning, developing and/or overseeing the construction of the proposed Contract Facility and who has, in a Managerial Capacity, either (i) planned and developed, and/or (ii) overseen the construction, of a Designated Facility.
Designated Employee	Means an individual who is either a principal, officer or an employee (as considered by the Canada Revenue Agency, or its equivalent if not under the jurisdiction of the Canada Revenue Agency) of the Proponent or a Control Group Member of the Proponent.
Designated Equity Provider	Has the meaning given to it in Sections 3.2.14.
Designated Facility	Means any facility or facilities designated by a Proponent demonstrating its experience and qualification with respect to the planning, development and construction of the Contract Facility.
Designated Team Members	Means the Designated Associates and Designated Employees that are members of the Proponent Team.
Directive	Means the directive as issued August 27, 2007 or any such other directive issued by the Ministry of Energy and Infrastructure to the OPA, as amended, modified, supplemented, or restated from time to time.
Director of the Environmental	Refers to the director of the Ontario Environmental Assessment and

Assessment and Approvals Branch	Approvals Branch.
Discount Factor	Means the discount factor applied in the calculation of the Evaluated Proposal Price.
EA Guide	Has the meaning given to it in Section 3.2.9.
End User	Means a person who owns or operates a load facility that utilizes electricity supplied through a direct connection to the Transmission System, the Local Distribution System or a generating facility.
Environmental Screening	Has the meaning given to it in the EA Guide.
Equipment Supply Agreement	Means the contract between the renewable energy technology equipment supplier and the Proponent, the Proponent's affiliate, or entity with which the Proponent has a contract to engineer, procure, and construct the proposed Contract Facility, for the supply of the Generating Equipment that will provide the Contract Capacity.
Evaluated Proposal Price	Means the evaluated proposal price as determined pursuant to Section 3.4.2.
Evaluation Team	Means collectively, the OPA's personnel and advisors who are involved in evaluating the Proposals.
Executive Summary	Means the executive summary as described in Section 3.1(f).
Existing Generating Facility	Means an electricity generating facility, and ancillary lands required by such generating facility, that is located in Ontario and whose Generating Equipment is commercially operational and is connected to the IESO-Controlled Grid, a Local Distribution System or supplies electricity directly to an End User prior to August 27, 2007. For greater certainty, an electricity generating facility is considered to be commercially operational if it receives market revenues and has operated for more than 500 hours per year in any of the past three years.
Expansion	Means an addition of generating unit(s) to an Existing Generating Facility which: (i) is not intended to replace any Generating Equipment that operates, or has operated within the past 12 months, at the Existing Generating Facility; (ii) generates electricity output in addition to the electricity output of other generating units that operate or operated at the Existing Generating Facility; (iii) has separate revenue grade

	meters that conform to the applicable standards and are dedicated to measuring the electrical output of the added generators; and (iv) does not include any of the electricity generating capacity available from the Existing Generating Facility. For greater certainty, an Expansion shall not include an Upgrade of an Existing Generating Facility.
Fairness Advisor	Means the person who is retained by the OPA to provide (i) enhanced assurance to Proponents and other stakeholders that the evaluation process is fair and transparent, and (ii) a written statement that attests that the procurement process was conducted in an objective and fair manner.
Final Transmission Constraints Matrix	Means the transmission constraints matrix set out at Appendix Q.
Financial Assessment	Means the evaluation process outlined in Section 3.3.6.
Financial Closing	Has the meaning given to it in the RES III Contract.
Financial Questionnaire	Means the Financial Questionnaire set out at Appendix F.
Final Stack	Has the meaning given to it in Section 3.4.5.
Firm Commitment	Means an agreement from an equity provider, lender or source of financing other than debt or equity which states, at a minimum, that such equity provider, lender or other provider, as applicable, has reviewed the RES III RFP and the RES III Contract, and the financial model (including projected costs and revenues) of the proposed Contract Facility, and that it agrees to advance or provide the amount of equity, debt or other financing, as applicable, for the proposed Contract Facility specified in the commitment letter by the proposed Financial Closing date specified by the Proponent in response to the Technical Questionnaire, subject to the satisfaction of specific objective conditions. The commitment letter should clearly describe any and all of such objective conditions. Objective conditions are those conditions which require the achievement of certain milestones or the provision of information to the financier and such conditions are informational in nature, and would not represent an impediment to securing the financing or do not provide financiers with broad discretion regarding the determination of fulfillment of the conditions. Those conditions that provide the financier broad discretion to approve the fulfillment of the condition will not be considered objective. Notwithstanding the foregoing, delivery of the agreement with the Crown by the Proponent shall be an acceptable condition to be

	included in such commitment letter.
First Nations	Means the Indian peoples of Canada referred to in s. 35 of the <i>Constitution Act, 1982</i> , being Schedule B to the <i>Canada Act, 1982</i> (U.K.), 1982, c.11, and includes a band, as that term is defined in the <i>Indian Act</i> (Canada), R.S.C. 1985, c-15.
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, applied on a consistent basis.
Generating Equipment	Means equipment used in the generation of energy, such as wind turbines, hydroelectric turbines, biomass-fired boilers and generating sets for the combustion of landfill gas, but does not include transformers or other equipment used to transform or transmit such energy.
Generation Procurement Website	Means that part of the website referenced as www.powerauthority.on.ca/gp dedicated to the RES III RFP process.
Good Engineering and Operating Practices	Has the meaning given to it in the RES III Contract.
Government of Ontario	Means Her Majesty the Queen in Right of Ontario.
GST	Means the goods and services tax.
Hydro One	Means Hydro One Networks Inc. or its successors.
IESO	Means the Independent Electricity System Operator of Ontario, or its successors.
IESO-Controlled Grid	Means the IESO-Controlled Grid as defined by the Market Rules.
Indian	Means a person who is registered as an Indian pursuant to the <i>Indian Act</i> (Canada) or is entitled to be registered as an Indian.
Indian Reserves	Means a reserve as defined by the <i>Indian Act</i> (Canada).

Information and Privacy Commission	Means the Information and Privacy Commission of Ontario.
Individual Information Session	Has the meaning given to it in Section 2.5.
IPSP	Means the Integrated Power System Plan for the Province of Ontario.
Initial Stack	Means the stack of Proposals determined as specified in Section 3.4.4.
Legislative Assembly of Ontario	Means the legislature of the Province of Ontario.
Local Distribution System	Means a system for conveying electricity at voltages of 50 kilovolts or less and includes any structures, equipment or other things used for that purpose.
Managerial Capacity	Means that the Designated Employee or Designated Associate personally, and with respect to the Designated Facility, was responsible or managed those that were responsible for these specific functions (planning, developing and/or overseeing the construction of the Designated Facility) 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 in Section 3.2.
Mandatory Technical Requirements Declaration	Means the Mandatory Technical Requirements Declaration set out in Appendix L.
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 limit or target capacity.
Market Rules	Means the rules made under s. 32 of the <i>Electricity Act, 1998</i> (Ontario), as amended from time to time.
Métis	Means the Métis peoples of Canada as referred to in s. 35 of the <i>Constitution Act, 1982</i> , being Schedule B to the <i>Canada Act, 1982</i> (U.K.), 1982, c.11.
Milestone Date	Means, with respect to a particular event, the date specified in the Proposal.

Minimum Required Total Point Score	Means the minimum required total point score specified in Section 3.3.
Minister of Energy and Infrastructure	Means the Minister of Energy and Infrastructure (formerly the Minister of Energy) of the Province of Ontario.
Ministry/ies	Refers to the respective Ministry/ies in the Province of Ontario.
Ministry of the Environment	Refers to the Ministry of the Environment of the Province of Ontario.
Moody's	Means Moody's Investors Service, Inc. or its successor.
Municipal Solid Waste	Means: (a) any waste, whether or not it is owned, controlled or managed by a municipality; and (b) solid fuel, whether or not it is waste, that is derived in whole or in part from the waste included in clause (a) of this definition, but which, for greater certainty, shall not include hazardous waste, liquid industrial waste, gaseous waste, and Renewable Biomass.
MW	Means megawatt.
Nameplate Capacity	Means the rated capacity, expressed in MW, of the Contract Facility and includes the Contract Capacity.
New Build	Means construction of a generating facility that is neither an Upgrade nor an Expansion of an Existing Generating Facility.
OEB	Means the Ontario Energy Board.
OPA	Means the Ontario Power Authority and its successors and assignees.
Part One System Impact Assessment	Means Part One of the IESO's system impact assessment described in IESO Market Administration Manual, Part 2.10.
Period of Irrevocability	Has the meaning given to it in Section 2.7.3.
Premier of Ontario	Means the first Minister of the Crown for the Province of Ontario.
Price Threshold	Has the meaning given to it in Section 3.4.5.

Prohibited Communications	Means the prohibited communications specified in Section 2.6.2.
Prohibited Conduct	Means any activity or communication by a Proponent or any member of its Proponent Team that results in a Conflict of Interest, collusion or a violation of any of the civil or criminal provisions of the <i>Competition Act</i> (Canada).
Proponent	Means the person, legal entity, group of persons or group of legal entities, who submits a Proposal in response to this RES III RFP and who is responsible to develop, finance, own and operate the Contract Facility.
Proponent Team	Means, collectively, a Proponent and all entities and persons (including equity providers named in the Proposal) involved in the preparation of the Proponent's Proposal(s) under this RES III RFP and/or required by the Proponent to successfully implement its Proposal(s) for this RES III RFP and to comply with the RES III Contract. For greater certainty, members of the Proponent Team shall include the Proponent and the Proponent's technical, financial and legal advisors, and any other person otherwise assisting the Proponent in the preparation of its Proposal(s), but shall not include any lenders or any technical or legal advisors to such lenders.
Proposal/s	Means a proposal made pursuant to this RES III RFP.
Proposal Completeness Requirements	Has the meaning given to it in Section 3.1.
Proposal Completeness Requirements and Submission Form	Means the form set out in Appendix D.
Proposal Price	Means the single price set out by a Proponent in accordance with this RES III RFP and stated as \$/MWh.
Proposal Price Statement	Means the form of Proposal Price Statement for Renewable Energy Supply set out in Appendix E.
Proposal Return Label	Means the form of Proposal Return Label set out in Appendix K.
Proposal Security	Means the financial security submitted with the Proposal as described in Section 3.2.15 and set out in Appendix I and Appendix J.

Proposal Submission Deadline	Means the date and time indicated in the Schedule or as amended in accordance with this RES III RFP.
Province	Means the Province of Ontario, Canada.
Provincial Cabinet	Means the executive branch of the Government of Ontario.
PV	Means a photovoltaic solar system.
Question and Comment Period	Means the Question and Comment Period defined in Section 2.2.
Rated Criteria	Has the meaning given to it in Section 3.3.
Registered Proponent	Means the person, legal entity, group of persons or group of legal entities identified as the Registered Proponent in the Registration Form which has been accepted by the OPA and in respect of which the OPA has sent a response letter confirming the status.
Registration Deadline	Means the deadline for registration under the RES III RFP as set out in the Schedule in Section 2.2.
Registration Fee	Has the meaning given to it in Section 2.4.
Registration Form	Has the meaning given to it in Section 2.4.
Renewable Biomass	<p>Means organic matter that is derived from a plant and available on a renewable basis, including organic matter derived from dedicated energy crops, dedicated trees, agricultural food and feed crops and waste organic material from harvesting or processing agricultural products, forestry products (including spent pulping liquor) and sewage including manure, provided that:</p> <ul style="list-style-type: none"> (a) such organic matter is not Municipal Solid Waste; (b) such organic matter is not peat or a peat derivative; (c) waste organic material shall not contain any treated by-products of manufacturing processes (for example, chipwood, plywood, painted or varnished wood, pressure treated lumber or wood contaminated with plastics or metals); and (d) supplementary non-renewable fuels used for start-up, combustion, stabilization and low combustion zone temperatures shall be no more than five percent of the total

	fuel heat input in any calendar year.
Renewable Generating Facility	Means a facility that generates electricity from one or more of the following sources: wind, solar/PV, Renewable Biomass, Bio-gas, Bio-fuel, landfill gas, or water.
Required Form	Means any form attached as Appendices C to G and L, N and O.
RES I RFP	Means the Request for Proposals for 300 MW of renewable energy supply issued by the Ministry of Energy and Infrastructure on June 24, 2004.
RES I Contract	Means any contract awarded under the RES I RFP.
RES II RFP	Means the Request for Proposals for up to 1,000 MW of renewable energy supply issued by the Ministry of Energy and Infrastructure on June 17, 2005.
RES II Contract	Means any contract awarded under the RES II RFP.
RES III Contract	Means a RES III Contract executed between a Supplier and Buyer.
RES III Party	Means any Registered Proponent, Control Group Member of a Proponent or Proponent, as the context requires.
RES III RFEI	Means the Renewable Energy Supply (Phase III) Request for Expressions of Interest, issued by the OPA on November 20, 2007.
RES III RFP	Means this Request for Proposals for renewable energy supply.
RES Procurement or RES Procurements	Means any or all procurements to be executed by the OPA to fulfill the 2,000 MW target identified in the Directive.
RESOP	Means the OPA's Renewable Energy Standard Offer Program.
Restricted Circuit	Has the meaning given to it in Section 3.4.3(a).
Restricted Circuit Limit	Means, with respect to a particular Restricted Circuit, the value, expressed in MW, set out in Appendix Q.
RFP	Means Request for Proposals.
S&P	Means the Standard and Poor's Rating Group (a division of McGraw-Hill Inc.) or its successors.

Schedule	Means the schedule set forth in Section 2.2.
Schedule I or II	Means Schedule I or II of the <i>Bank Act</i> (Canada).
Screening Report	Has the meaning given to it in the EA Guide.
Section	Means references to sections in this RES III RFP.
Selected Proponent	Means a Proponent whose Proposal has been selected and accepted by the OPA, in accordance with this RES III RFP.
Site Release	Has the meaning given to it in Section 3.2.8.
Soft Commitment	Means a commitment term-sheet or indication of intent from an equity provider, lender or source of financing other than debt or equity to advance or provide the amount of equity, debt or other financing, as applicable, for the proposed Contract Facility specified in the commitment letter by the Milestone Date for Financial Closing specified by the Proponent in response to the Technical Questionnaire, which commitment does not meet the requirements of a Firm Commitment. The Proponent should demonstrate that these equity providers, lenders or other providers, as applicable have reviewed the RES III Contract, and have reviewed the Proponent's cost estimates and financing assumptions and resulting project financial pro formas for the proposed Contract Facility and based on this review have determined that the proposed Contract Facility will provide satisfactory returns.
Source Separated Organics	Means the organic portion of the Municipal Solid Waste collection stream which has been separated from potential contaminants such as metal, plastic and glass prior to collection and which does not contain any treated by-products of manufacturing processes or other materials that can adversely affect anaerobic processes or cause liquids and solids produced through anaerobic processes to become hazardous waste.
Stages	Means stages 1, 2, 3 and 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.
Statutory Declaration	Means the form attached as Appendix N.
Supplier	Means a Selected Proponent who has executed and delivered to the OPA a RES III Contract.
System Impact Assessment	Means a study conducted by the IESO pursuant to Section 6.1.5 of Chapter 4 of the Market Rules to assess the impact of a new connection of a project to the IESO-Controlled Grid, or the modification of an existing connection of a project to the IESO-Controlled Grid, on the reliability of the integrated power system.
System Impact Assessment Agreement	Means an agreement with the IESO to conduct a System Impact Assessment.
Tangible Net Worth	Means, in respect of a Supplier, 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 Supplier 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.
Technical Questionnaire	Means the technical questionnaire, the form of which is set out in Appendix G.
Term	Means that period of time commencing upon the Commercial Operation Date and ending on the day before the 20 th anniversary date thereafter, as further specified in the RES III Contract.
Total Project Costs	Means the total project cost of the Contract Facility to be raised by a combination of debt and equity, and which shall consist of firm costs, soft costs and financing costs.
Transmission Screen	Has the meaning given to it in Section 3.4.3.
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” published by the OEB.
Transmitter	Means a person licensed as a “transmitter” by the OEB in connection with a Transmission System.
Upgrade	Means the refurbishment or replacement of Generating Equipment at an Existing Generating Facility with equipment which provides better or improved performance, but which does not constitute an Expansion. For the purpose of this definition, Generating Equipment is considered to consist of the prime mover (reciprocating engine, wind/water/gas/steam turbine(s) etc.) and/or the associated electrical generator, but does not include boilers or ancillary balance of plant.
Zone	Has the meaning given to it in Section 3.4.3(b).
Zone Limit	Means, with respect to a particular Zone, the value, expressed in MW, set out in Appendix Q.

Appendix B Intentionally Deleted

Appendix C Registration Form

Any information provided in this form will be kept confidential by the OPA and will not be used in the evaluation of Proposals. The OPA requests that all parties wishing to register as Registered Proponents under this RES III RFP complete this Registration Form and submit it to the OPA by the date and time indicated in the Schedule in Section 2.2 of the RES III RFP, together with the Registration Fee of \$10,000 (plus GST) (GST Registration Number 85419 5039 RT0001). It is the responsibility of interested parties 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. All Registration Fees must be paid either (i) by way of certified cheque or a bank draft from an institution listed in Schedule I or II of the *Bank Act* (Canada) and made out in favour of "Ontario Power Authority", or (ii) by wire transfer. Should an interested party wish to pay the Registration Fee by wire transfer, it is the responsibility of such party to obtain instructions from the OPA for doing so. The OPA encourages interested parties to submit the Registration Form and Registration Fee together, in a single package, but in the event that wire transfer is chosen as the means of payment, the Registration Form must be accompanied by evidence (such as a tracking number) that the wire transfer of the Registration Fee has been initiated prior to the Registration Deadline. It is the obligation of all interested parties to ensure that the Registration Fee is received by the OPA prior to the Registration Deadline. Parties that do not submit a completed Registration Form and the Registration Fee to the OPA prior to the Registration Deadline will not be eligible to submit a Proposal in response to this RES III RFP.

E-mail: renewables@powerauthority.on.ca or Fax: 416-967-1947.

Contract Facility Name:

Contract Facility Location:

Contract Facility Size (MW):

Contract Facility Type:

Connection Point (description):

Circuit, Zone and Area:

If there are multiple Circuits in a common transmission corridor, indicate if willing to connect to an alternate Circuit: _____

Registered Proponent:

Primary Contact Person:

E-mail: _____

Mailing Address: _____

Phone Number: _____

Preferred Individual Information Session meeting times:

1. _____

2. _____

3. _____

Dated this _____ day of _____ 2008.

[Registered Proponent]

Per: (authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

I/we have the authority to bind the Proponent.

Appendix D Proposal Completeness Requirements and Submission Form

TO: ONTARIO POWER AUTHORITY

RE: IN THE MATTER OF our proposal dated _____, 2008, to which this Proposal Completeness Requirements and Submission Form is an integral part (the “Proposal”) prepared by _____ (the “Proponent”), and submitted in response to a request for proposals issued by the Ontario Power Authority dated August 22, 2008, as amended, regarding the supply of up to approximately 500 MW of new renewable energy supply (the “RES III RFP”)*, I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the submission of this Proposal, to execute this Proposal Completeness Requirements and Submission Form. I solemnly declare and promise as follows:

A. Proposal Completeness Requirements Checklist

I enclose herewith as part of the Proposal responses to all mandatory submission requirements, as set out below:

DOCUMENT	YES	PAGE
Proposal Completeness Requirements and Submission Form (Appendix D)		
Technical Questionnaire (Appendix G)		
Proposal Price Statement for Renewable Energy Supply (Appendix E)		Separate Envelope
Financial Questionnaire (Appendix F)		
Mandatory Technical Requirements Declaration (Appendix L)		
Executive Summary		
Registration Form and Notification		
Statutory Declaration (Appendix N)		
Conflict of Interest Declaration (Appendix O)		
Proposal Security (Appendix I or Appendix J)		Separate Envelope

**All capitalized terms used in this Proposal Completeness Requirements and Submission Form, unless otherwise stated, have the meanings ascribed to them in the RES III RFP.*

B. Proof of Insurance

By signing this Proposal Completeness Requirements and Submission Form, I acknowledge the Proponent's willingness, should it become a Selected Proponent, to provide proof of insurance coverage as required in the RES III Contract.

C. Review

I have carefully examined the RES III RFP documents (including all Addenda) and have a clear and comprehensive knowledge of the Deliverables required under the RES III RFP. By submitting our Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RES III RFP.

D. Execution of Agreement

I understand that, in the event our Proposal is successful and is selected by the OPA, in whole or in part, the Proponent agrees to submit the Completion and Performance Security on the terms set out in the RES III RFP and to finalize and execute the RES III Contract, in accordance with the terms of the RES III RFP, including all Addenda.

Signature of Witness:	Signature of Proponent Representative:
Name of Witness:	Name and Title: Date of Signature: I have authority to bind the Proponent

Appendix E Proposal Price Statement for Renewable Energy Supply

This Appendix contains the Proposal Price Statement for renewable energy supply (Appendix E).

All elements of the Proposal Price Statement must be entered precisely in numeric form using the format provided below without further information, condition, or qualification whatsoever in the Proposal. Proponents are advised that any deviation from the required format of the Proposal Price Statement whatsoever, such as the provision of a price range, conditional price, qualified price, or an incomplete price, shall result in the disqualification of the Proposal. Moreover, the Proposal Price and any other element of the Proposal Price Statement shall not be disclosed or described in any other part of the Proposal, failing which the Proposal shall be rejected. Note the Proposal Price does not include GST or PST.

Name of Proponent: _____

Name of Contract Facility: _____

Proposal Price (\$/MWh): _____

The undersigned acknowledges and agrees that it has carefully reviewed all of the information provided in this Proposal Price Statement including, without limitation, all values and their corresponding units of measure, and confirm all of same to be complete and accurate.

Dated at _____ this _____ day of _____ 2008.

Proponent:

By:

Name:

Title:

By:

Name:

Title:

I/we have the authority to bind the Proponent.

Appendix F Financial Questionnaire

RES III RFP Financial Questionnaire

All capitalized terms used in this Financial Questionnaire, unless otherwise stated, have the meanings ascribed to them in the RES III RFP. The Financial Questionnaire will be used to better facilitate the evaluation process and is a supplement to the Financial Plan. Proponents are advised that any information set out in the Proposal Price Statement of the RES III RFP shall not be provided by the Proponent in the Financial Questionnaire, failing which, the Proposal shall be rejected.

Financial Plan

☐ The financial plan, additional information and supporting materials are attached.

Proposal section reference: _____

☐ Designated Equity Provider is an individual.

☐ Designated Equity Provider is not an individual.

3.2.13: Financing Experience

☐ Information and materials regarding the financing experience of the Proponent is attached.

Proposal section reference: _____

3.2.14: Financial Strength

a) Year-End Financial Statements

☐ Audited year-end financial statements for the last two fiscal years for which audited statements have been issued are attached.

OR

☐ Unaudited year-end financial statements for the last two fiscal years and a statutory declaration, as described in Section 3.2.14 of the RES III RFP, are attached.

OR

☐ Other: _____

Proposal section reference: _____

b) Most Recently Completed Quarterly Financial Statement

☐ Audited financial statements of the Designated Equity Provider(s) with respect to its most recently completed fiscal quarter, or if the Designated Equity Provider is an issuer of securities that are publicly traded, the most recently completed fiscal quarter for which financial statements have been publicly issued are attached.

OR

☐ Unaudited financial statements for the most recently completed fiscal quarter and a statutory declaration, as described in Section 3.2.14 of the RES III RFP, are attached.

OR

☐ Other: _____

Proposal section reference: _____

c) Methodology

☐ Summary outlining and describing the methodology and specifying the calculations used to determine the Tangible Net Worth requirements based on the information provided in the Financial Questionnaire is attached.

Proposal section reference: _____

d) Confirmation

☐ Confirmation from an officer of the Designated Equity Provider that the Designated Equity Provider was involved in the development of the Proposal.

☐ Confirmation from an officer of the Designated Equity Provider that no facts or circumstances have arisen that may affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement is attached.

Proposal section reference: _____

3.3.6: Financial Assessment

Total Project Cost (\$)				
Expected financing structure:	Percent Debt:		Percent Equity:	
	Debt (\$):		Equity (\$):	
Designated Equity Providers	Estimated Total Project Cost		Tangible Net Worth (\$)	
	%	\$	Fiscal Year _____ End:	Fiscal Year _____ End:

Appendix G Technical Questionnaire

All capitalized terms used in this Technical Questionnaire, unless otherwise stated, have the meanings ascribed to them in the RES III RFP. Proponents are advised that any information relating to the price or other variables for the Contract Facility set out in the Proposal Price Statement of the RES III RFP shall not be provided by the Proponent in the Technical Questionnaire, failing which, the Proposal shall be rejected. Information provided in this Technical Questionnaire of steps taken by the Registered Proponent will be considered steps taken by the Proponent for the purposes of any declaration under this RES III RFP made by the Proponent.

General Information	
Name of proposed Contract Facility:	
Proponent's registered legal business name and any other name under which it carries on business:	
State whether the Proponent is:	<input type="checkbox"/> an individual <input type="checkbox"/> a sole proprietorship <input type="checkbox"/> a corporation <input type="checkbox"/> a partnership <input type="checkbox"/> a joint venture <input type="checkbox"/> an incorporated consortium <input type="checkbox"/> a consortium that is a partnership <input type="checkbox"/> other legally recognized entity:
Name(s) of: the proprietor, where the Proponent is a sole proprietor; or each of the directors and officers where the Proponent is a corporation; or each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture or consortium, whichever applies:	
Proponent's Name:	
Proponent's Address:	

Telephone:		Fax:	
Email:			
Proponent's Primary Contact Name:			
Primary Contact Title:			
Primary Contact Mailing Address:			
Primary Contact Telephone:		Primary Contact Fax:	
Primary Contact Email:			
Substitute Contact Name:			
Substitute Contact Title:			
Substitute Contact Mailing Address:			
Substitute Contact Telephone:		Substitute Contact Fax:	
Substitute Contact Email:			
3.2: Mandatory Requirements			
3.2.2	Contract Facility	<p>The Contract Facility is a Renewable Generating Facility for:</p> <p><input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Hydroelectric</p> <p><input type="checkbox"/> Biomass</p> <p><input type="checkbox"/> Landfill gas</p> <p><input type="checkbox"/> Solar photovoltaic</p> <p>The Contract Facility is:</p> <p><input type="checkbox"/> New Build</p> <p><input type="checkbox"/> Expansion</p> <p><input type="checkbox"/> Designed, constructed and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code and all other laws and regulations, as applicable.</p>	
3.2.3	Commercial Operation Date	<p>Provide Key Milestone Dates for achieving Commercial Operation (e.g. Gantt Chart or comparable):</p> <p>_____</p> <p>_____</p>	

		<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3.2.4	Contract Capacity	<div>Contract Capacity (MW): <hr/></div> <div>Nameplate Capacity (MW): <hr/></div>
3.2.5	Proponent Limit	<div>Identify all Proposals submitted by the same Proponent or on behalf of the same Proponent Team:</div> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

3.2.6	Location of Contract Facility	<input type="checkbox"/> The proposed Contract Facility is located in the Province of Ontario. Description of the location of the proposed Contract Facility (including address if available): <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <input type="checkbox"/> A map of the proposed Contract Facility is attached. Proposal section reference: <hr/>
3.2.7	Connection	<input type="checkbox"/> The Contract Facility affects the supply or demand in the interconnected electricity grid in Ontario. Connection Point: _____ <input type="checkbox"/> An electrical single line diagram showing the Connection Point of the proposed Contract Facility is attached. <input type="checkbox"/> A Part One System Impact Assessment or equivalent assessment prepared and issued by the IESO is attached. Proposal section reference: _____ <input type="checkbox"/> A copy of an executed System Impact Assessment Agreement is attached. <input type="checkbox"/> A copy of an executed Customer Impact Assessment Study Agreement is attached (if available, as this document is not mandatory). Proposal section reference: _____
3.2.8	Site Control	Confirm the site control of the proposed Contract Facility: <input type="checkbox"/> Own <input type="checkbox"/> Option to purchase <input type="checkbox"/> Lease

		<p> <input type="checkbox"/> Option to lease <input type="checkbox"/> Option to licence <input type="checkbox"/> "Site Release" <input type="checkbox"/> Other: _____ </p> <p>Supporting documentation:</p> <p> <input type="checkbox"/> a certified copy of an executed agreement entitling the Proponent to an easement over, or an option to lease, licence or purchase the land; <input type="checkbox"/> a certified copy of either a registered title, easement, lease or licence; <input type="checkbox"/> a statement of the Proponent setting out, in summary form, all information (including the parties, exact location and description of the site, commencement date, term, closing date and any other conditions) that is particular to each such individual agreement, title, easement, lease or licence, as applicable, and a certificate of an officer of the Proponent stating that all of the individual agreements, titles, easements, leases or licences, as applicable, for all such sites have been signed and are in full force and effect; <input type="checkbox"/> written confirmation from the appropriate Ministry, or Ministries, that the Proponent has been granted the opportunity to pursue development approvals for the Contract Facility in the form of a "Site Release"; or <input type="checkbox"/> copies of any and all relevant band council resolutions and other approvals required by the First Nation. </p> <p>Proposal section reference: _____</p>
3.2.9	Environmental Assessment	<p> <input type="checkbox"/> The proposed Contract Facility belongs to Category A, as defined in the EA Guide. <input type="checkbox"/> The proposed Contract Facility belongs to Category B, as defined in the EA Guide. <input type="checkbox"/> Other: _____ </p> <p>Supporting documentation:</p> <p> <input type="checkbox"/> Evidence to support the determination that the proposed Contract Facility belongs to Category A or B, as defined in the EA Guide. <input type="checkbox"/> Evidence to support determination that the proposed Contract Facility is not subject to provincial environmental assessment. </p> <p>Proposal section reference: _____</p>

3.2.11	Resource Availability Date	<p><input type="checkbox"/> The proposed Contract Facility is for wind generation, and there is at least one year's worth of meteorological data from a tower that is located on the proposed Contract Facility site OR an independent meteorologist has attested that the meteorological data from a meteorological tower that is near the site of the proposed Contract Facility is highly correlated with and thus representative of the Contract Facility site.</p> <p><input type="checkbox"/> The proposed Contract Facility is for hydroelectric generation, there is at least one year of reliable stream flow data that supports a comprehensive hydrology assessment of the proposed Contract Facility's availability, and the most recent ten (10) years or more of highly correlated representative stream flow data from another site on the same water system.</p> <p><input type="checkbox"/> The proposed Contract Facility is for biomass generation and there is a detailed plan for the procurement and delivery of the required biomass fuel(s) from a biomass supplier(s), which outlines fuel availability and potential supply terms and conditions throughout the Term.</p> <p><input type="checkbox"/> The proposed Contract Facility is for landfill gas generation and there is 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 100% of the fuel requirement for the proposed Contract Facility over the Term.</p> <p><input type="checkbox"/> The proposed Contract Facility is for solar photovoltaic generation and the source of the solar radiation data used to estimate the annual energy output of the proposed Contract Facility is provided.</p> <p>Supporting documentation:</p> <p><input type="checkbox"/> Evidence showing that the process for collecting and obtaining data with respect to the resource availability for the proposed Contract Facility, and showing that the requirements of the applicable category selected above have been met.</p> <p>Proposal section reference: _____</p>
3.2.12	Designated Team Members	Specify at least three (3) unique Designated Team Members who have planned and developed and overseen construction of Designated Facilities:

Project name, location and type	Project capacity (MW)	Project Team Member Name	Years of Experience in specified activity	Type of experience	Supporting info attached
1.				Planning & Development	<input type="checkbox"/>
2.				Construction	<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>

☐ Supporting evidence, including resumes, curriculum vitae and any professional designation(s) of the Designated Employees or Designated Associates have been attached.

Proposal section reference: _____

☐ I acknowledge, on behalf of the Proponent, that I have read the RES III RFP and all Addenda, if applicable.

☐ I acknowledge that I have completed this form accurately and truthfully.

Dated this _____ day of _____ 2008.

Proponent:

Per: (authorized signing officer)

Print Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

I/we have the authority to bind the Proponent.

Appendix H Rated Criteria Information Submission Form

The following Rated Criteria Information Submission Form will assist in the evaluation of the Proposal when utilized for such purpose by a Proponent. It is an optional form. To the extent that information inserted by the Proponent in this form modifies or supplements the Proposal, it will be considered to be part of the Proposal.

Please check all applicable boxes and fill out information as required. By filling out this form, you are providing the OPA with information that will assist the OPA in applying the Rated Criteria to your proposed project.

Rated Criteria Sections 3.3.1, 3.3.2, 3.3.3 and 3.3.4
(1) Environmental Assessment
<input type="checkbox"/> Information and materials regarding the Environmental Assessment process is attached. Proposal section reference: _____
(2) Zoning Approvals
<input type="checkbox"/> Information and materials regarding Zoning Approvals, including permits and status is attached. Proposal section reference: _____
(3) Equipment Availability
<input type="checkbox"/> Information and materials regarding Equipment Availability, including agreements and other documentation is attached. Proposal section reference: _____
(4) Resource Availability Data
<input type="checkbox"/> Information and materials regarding Resource Availability Data, including agreements and other documentation is attached. Proposal section reference: _____
3.3.5: Proponent Team Experience
(1) Designated Facility

☐ Supporting evidence, and a description of the Designated Facility or Facilities is attached.

Proposal section reference: _____

(2) Designated Team Members

☐ Supporting evidence, including resumes, curriculum vitae and any professional designation(s) is attached.

Proposal section reference: _____

Dated this _____ day of _____ 2008.

Proponent:

Per: (authorized signing officer)

Print Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

I/we have the authority to bind the Proponent.

Appendix I Proposal Security (Letter of Credit Form)

DATE OF ISSUE:	[Insert Date]
APPLICANT:	[Insert Proponent's Name]
BENEFICIARY:	Ontario Power Authority
AMOUNT:	•
EXPIRY DATE:	[Insert Expiry Date, being a minimum of 90 days after the Proposal Submission Deadline]
EXPIRY PLACE:	Toronto Counters of the issuing financial institution
CREDIT RATING:	[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)]
TYPE:	Irrevocable and Unconditional Standby Letter Of Credit No: •

We hereby authorize you to draw on [insert name of Bank and Bank's address] in respect of irrevocable and unconditional standby letter of credit No. • (the "**Credit**"), for the account of the Applicant up to an aggregate amount of \$• (Canadian dollars) available by your drafts at sight, accompanied by the Beneficiary's signed certificate stating that:

"The Proponent, whose Proposal has been selected and accepted by the Beneficiary, [has failed to deliver the Completion and Performance Security within eight Business Days of being notified by the Beneficiary that it is a Selected Proponent,] or [fails to sign the RES III, within 10 Business Days of the date on which the Proponent was given the RES III Contract to sign,] or [has made a material misrepresentation in the Proposal,] or [is in breach or default of the RES III] 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 RES III RFP."

Drafts drawn hereunder must bear the clause "Drawn under irrevocable and unconditional Standby Letter of Credit No. [insert number] issued by [the bank] dated [insert date]".

This Credit is issued in connection with the Request for Proposals for approximately 500 MW of renewable energy supply issued by the Ontario Power Authority dated •, 2008, as amended (the "**RES III RFP**") and the Proposal dated [insert date of Proposal] submitted by the Proponent in response thereto (the "**Proposal**").

We agree with you that all drafts drawn under, and in compliance with the terms of this Credit will be duly

honoured, if presented at the counters of **[insert the bank]** in Toronto, **[insert bank's address]** at or before 5:00 p.m. (EPT) on **[insert the expiry date]**.

It is a condition of this Credit that if there should be an interruption of the issuing bank's business upon the expiry date, arising out of any of the circumstances provided for in Article 17 of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, this Credit shall automatically be extended to the first following day on which the issuing bank resumes business. This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500. This Credit shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to principles of conflict of laws. The place of jurisdiction shall be the Courts of the Province of Ontario.

[BANK OR QUALIFIED FINANCIAL INSTITUTION]

By: _____

AUTHORIZED SIGNATORY

Appendix J Proposal Security (Letter of Credit Form)

BID BOND

Bond No.: •

Bond Amount: \$•

[Insert Proponent's name] as principal, hereinafter called the "Principal", and [insert Surety's name] a corporation created and existing under the laws of [insert originating jurisdiction] and duly authorized to transact the business of Suretyship in the Province of Ontario as surety, hereinafter called the "Surety", are held and firmly bound unto the Ontario Power Authority as obligee, hereinafter called the "Obligee", in the amount of •/100.00 Dollars (\$•) of lawful money of Canada, for the payment of which sum the Principal and the Surety binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written proposal to the Obligee dated the [insert date of Proposal], hereinafter called the "Proposal", for the development and operation of an electrical generating facility in the Province of Ontario, in response to a Request for Proposals for up to approximately 500 MW of renewable energy supply issued by the Ontario Power Authority dated August 22, 2008, as amended, hereinafter called the "Renewable Energy Supply III RFP". All capitalized terms used in this Bid Bond that have not been defined herein have the meanings ascribed to them in the Renewable Energy Supply III RFP.

The condition of this obligation is that the Principal has failed to deliver the Completion Performance Security within eight Business Days of being notified by the Ontario Power Authority that it is a Selected Proponent, or fails to sign the RES III Contract within 10 Business Days of the date on which the Principal is given the RES III Contract to sign, or has made a material misrepresentation in the Proposal, or is in breach or default of the Renewable Energy Supply RFP, in which case the Principal and the Surety will pay unto the Obligee the entire amount of the Bid Bond; otherwise, this obligation shall be null and void.

The Principal and the Surety shall not be liable for a greater sum than the Bond Amount.

Any suit under this Bond must be instituted before the expiration of 12 months from the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the successors or assigns of the Obligee.

The Surety confirms that as of the date of this Bond, it has a financial strength rating of A- or higher by A.M. Best in financial size category VIII or higher.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this • day of •, 2008.

[PRINCIPAL]

By: _____

Name: •

Title: •

I/we have the authority to bind the Principal.

[SURETY]

By: _____ Name: •

Title: •

I/we have the authority to bind the Surety.

Appendix K Proposal Return Label

(Full Legal Name and Address of Proponent)

NAME

RFP No.: RES III RFP-2008

NAME

ADDRESS

CONTACT

PHONE NO.

FAX NO.

E-MAIL ADDRESS

BNY Trust Company of Canada
4 King Street West
Suite 1101
Toronto, ON M5H 1B6
Attention: RES III 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. Interested parties assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Appendix L Mandatory Technical Requirements Declaration

PROVINCE OF ONTARIO
TO WIT

IN THE MATTER OF a proposal dated •, 2008 to which this Declaration forms an integral part (the “**Proposal**”) prepared by • (the “**Proponent**”), and submitted in response to a Request for Proposals for up to approximately 500 MW of renewable energy supply issued by the Ontario Power Authority and dated •, 2008, as amended (the “**RES III RFP**”)

I, •

OF THE •

IN THE •

SOLEMNLY DECLARE THAT

- a) I am the • of the Proponent and as such, have knowledge of the matters declared below, and am duly authorized by the Proponent to execute this declaration. All capitalized terms used in this declaration, unless otherwise stated, have the meanings ascribed to them in the RES III RFP.

COMPLIANCE WITH MANDATORY REQUIREMENTS

- b) The Proponent has satisfied and complied with each of the Mandatory Requirements set forth in the following sections of the RES III RFP:

- 3.2.1. Identity of Proponent
- 3.2.2. Contract Facility
- 3.2.3. Commercial Operation Date
- 3.2.4. Contract Capacity
- 3.2.5. Proponent Limit
- 3.2.6. Location
- 3.2.7. Connection
- 3.2.8. Site Control
- 3.2.9. Environmental Assessment
- 3.2.10. Impact Assessment
- 3.2.11. Resource Availability Data
- 3.2.12. Development Experience

- 3.2.13 Financing Experience
- 3.2.14 Financial Strength
- 3.2.15 Proposal Security

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the • of•, in the
[County/Region] of•, on•.

Commissioner for taking affidavits

Name

Appendix M Intentionally Deleted

Appendix N Statutory Declaration

PROVINCE OF ONTARIO

TO WIT

IN THE MATTER OF a proposal dated •, 2008 to which this Declaration forms an integral part (the “**Proposal**”) prepared by • (the “**Proponent**”), and submitted in response to a Request for Proposals for up to approximately 500 MW of renewable energy supply issued by the Ontario Power Authority and dated •, 2008, as amended (the “**RES III RFP**”)

I, •

OF THE •

IN THE •

SOLEMNLY DECLARE THAT

- (a) I am the • of the Proponent and as such, have knowledge of the matters declared below, and am duly authorized by the Proponent to execute this declaration. All capitalized terms used in this declaration, unless otherwise stated, have the meanings ascribed to them in the RES III RFP.

PROPOSAL VALIDITY AND PROPOSAL SECURITY

All statements, specifications, data, confirmations and other information that have been set out in the Proposal, including, without limitation, the Technical and Financial Questionnaires, are complete and accurate in all material respects.

The Proposal is valid, irrevocable, and open for acceptance, until 5:00 P.M. (EPT) on the 90th day after the Proposal Submission Deadline.

The Proponent has consented, pursuant to subsection 17(3) of the *Freedom of Information and Protection of Privacy Act* (Ontario), to the disclosure, on a confidential basis, of the Proposal by the OPA to the Evaluation Team and the OPA’s other advisors retained for the purpose of evaluating or participating in the evaluation of the Proposal.

The Proponent has received and reviewed the RES III RFP issued by the OPA, together with any and all Addenda thereto either posted on the Generation Procurement Website or mailed to the Proponent from time to time, up to and including the Deadline for Issuing Addenda on October 10, 2008.

The Proponent has received and reviewed the final RES III Contract issued by the OPA, together with any and all Addenda thereto either posted on the Generation Procurement Website or mailed to the Proponent from time to time, up to and including the Deadline for Issuing Addenda on October 10, 2008, and has agreed to be bound by the terms of the RES III Contract, including any security that may be required under the RES III Contract.

Neither the Proponent, the proposed Contract Facility described in the Proposal, nor any member of the Proponent Team is the subject of any bona fide legal proceedings, investigation or regulatory hearings that could materially impact the financial condition of the Proponent or any of the entities involved in financing and operations for the proposed Contract Facility.

The Proponent has agreed that the OPA shall be able to draw upon the full amount of the Proposal Security if the Proponent, having become a Selected Proponent, has failed to sign the RES III Contract, or has failed to deliver the Completion and Performance Security to the OPA within the time required as set forth in the RES III RFP, or has made a material misrepresentation in the Proposal, or is in breach or default of the RES III RFP.

DESIGNATED EQUITY PROVIDERS

The Proponent has made due inquiries of its Designated Equity Provider(s) as to whether such Designated Equity Provider(s) is a Designated Equity Provider on another Proposal submitted to the RES III RFP and, if the answer to such inquiry is an affirmative, then:

- the Proponent has received confirmation from its Designated Equity Provider(s) that (a) each such Designated Equity Provider has used a completely separate team for each Proposal submitted to the RES III RFP and (b) the combined (cumulative) Tangible Net Worth requirements for all such Proposals of which such Designated Equity Provider is a part, does not exceed such Designated Equity Provider's Tangible Net Worth; and
- the Proponent has enclosed with its Proposal the certificate of an officer of its Designated Equity Provider(s) regarding the use of completely separate and different teams for each Proposal as set forth under Section 3.2.14 of the RES III RFP.

NON-COLLUSION

I acknowledge and represent that neither the Proponent, nor any person, firm or corporation, nor any person representing the Proponent and/or participating in the submission of the Proposal, has directly or indirectly entered into any discussion, communication, agreement or arrangement with Another Proponent, whereby the Proponent, in order to induce acceptance of the Proposal by the OPA, has paid or is to pay or provide to Another Proponent anything of value, and neither the Proponent nor any person, firm or corporation or any person representing the Proponent and/or participating in the submission of the Proposal, has directly or indirectly entered into any discussion, communication, arrangement or agreement with Another Proponent or Proponents that could have the effect of reducing competition in respect of the subject matter of the RES III RFP, and that neither the Proponent nor any person, firm or corporation or any person representing the Proponent and/or participating in the submission of the Proposal is aware of the Proposal Price Statement of Another Proponent.

In preparing its Proposal(s), only the following individuals [**state names of individuals**] were involved in determining pricing of its Proposal(s) (whether as a member of its Proponent Team or otherwise), no other individuals were so involved and such individuals were not involved in determining pricing of a Proposal of Another Proponent Team, unless the Proponent of Another Proponent Team is the same as, is owned as to 50% or more by, is Controlled by or is under common Control with, the Proponent making the Proposal, in which case, employees of the Proponent and an entity which Controls the Proponent and such other Proponent may be involved in determining pricing of a Proposal of Another Proponent Team, and in which case names of such individuals and details of such other Proposal(s) are as set out below:

Name	Other Proposal(s)

Except in accordance with the foregoing, the Proponent:

(a) has not coordinated its Proposal Price Statement or any other aspect of any of its Proposal(s) with Another Proponent Team; and

(b) has kept and will continue to keep the Proposal confidential until the Selected Proponents are publicly announced.

No member of its Proponent Team has entered into any agreement or arrangement with any member of Another Proponent Team, which may, directly or indirectly, affect the Proposal Price Statement or any other aspect of the Proposal(s) submitted by the Proponent and/or Another Proponent Team.

Neither the Proponent nor any member of its Proponent Team has engaged in any Prohibited Conduct.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the • of •, in the
[County/Region] of •, on •.

Commissioner for taking affidavits

Name

Appendix O Conflict of Interest Declaration

PROVINCE OF ONTARIO

TO WIT

IN THE MATTER OF a proposal dated •, 2008 to which this Declaration forms an integral part (the “**Proposal**”) prepared by • (the “**Proponent**”), and submitted in response to a Request for Proposals for up to approximately 500 MW of renewable energy supply issued by the Ontario Power Authority and dated •, 2008, as amended (the “**RES III RFP**”)

I, •

OF THE •

IN THE •

SOLEMNLY DECLARE THAT

I am the • of the Proponent and as such, have knowledge of the matters declared below, and am duly authorized by the Proponent to execute this declaration. All capitalized terms used in this declaration, unless otherwise stated, have the meanings ascribed to them in the RES III RFP.

By checking one of the following boxes that applies, I confirm that:

- ☐ “NO” - there is not, nor was there, any actual or potential Conflict of Interest relating to the preparation of the Proposal.
- ☐ “YES” - there is, or was, an actual or potential Conflict of Interest relating to the preparation of the Proposal.

Note to Proponent: If you placed a checkmark in the box “YES” above, complete the list below.

The following is a list of actual or potential Conflicts of Interest relating to the preparation of the Proposal or the performance of the contractual obligations contemplated in the RES III RFP:

In submitting the Proposal, the Proponent has /has no *[Note to Proponent: Strike out the inapplicable portion]* knowledge of or ability to avail itself of confidential information of the Crown in right of Ontario or the OPA (other than confidential information which may have been disclosed by the OPA to the Proponents in the normal course of the RES III RFP) which is relevant to the RES III RFP or the Proposal.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the • of •, in the
[County/Region] of •, on •, 2008.

Commissioner for taking affidavits

Name

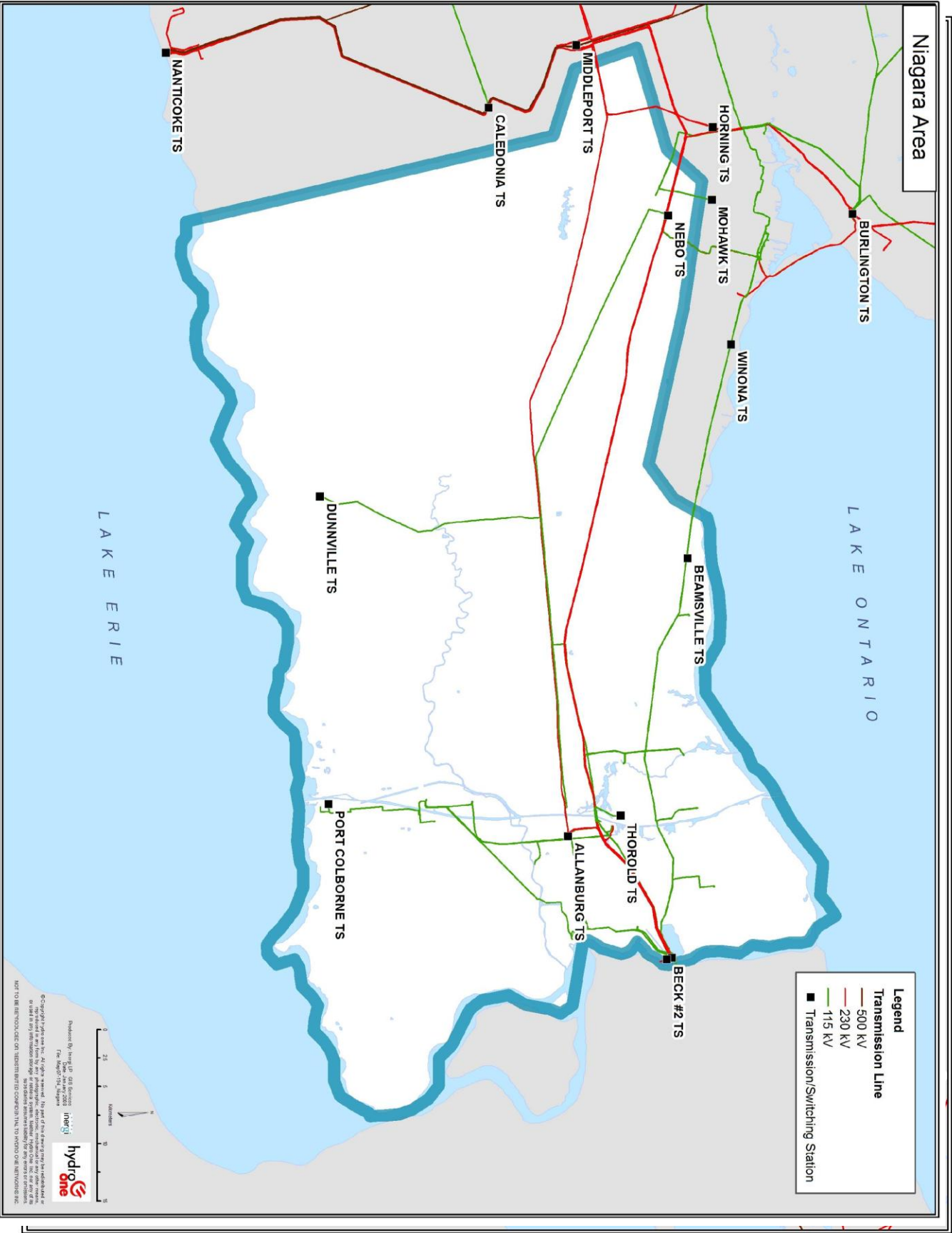
Appendix P Transmission Constraints Maps

Areas	Zones	Definition
Northwest		All transmission facilities between Kenora TS and Wawa TS, including Kenora TS but excluding Wawa TS.
	Atikokan West	All transmission facilities between Kenora TS and Mackenzie TS, including Kenora TS but excluding Mackenzie TS and the 230 kV circuit N93A.
	Atikokan to Wawa	All transmission facilities between Mackenzie TS and Wawa TS, including Mackenzie TS and the 230 kV circuit N93A but excluding Wawa TS.
Northeast		Following four zones
	Wawa - Sudbury	The transmission system east of Wawa TS, including Wawa TS to Hanmer TS and Martindale TS, not including Hanmer TS and Martindale TS, and excluding 115 kV circuit S2B.
	Manitoulin	Manitoulin TS and the 115 kV circuit S2B between Manitoulin TS and Martindale TS, but excluding Martindale TS.
	Sudbury North	The transmission system north of Hanmer TS and Dymond TS, but excluding these two stations
	Sudbury East	The transmission system East of Hanmer TS and Martindale TS (including these two stations), and south of Dymond TS (including Dymond TS), and bounded by Des Joachims TS to the east (excluding Des Joachims TS)
Bruce		Orange zone as previously defined.

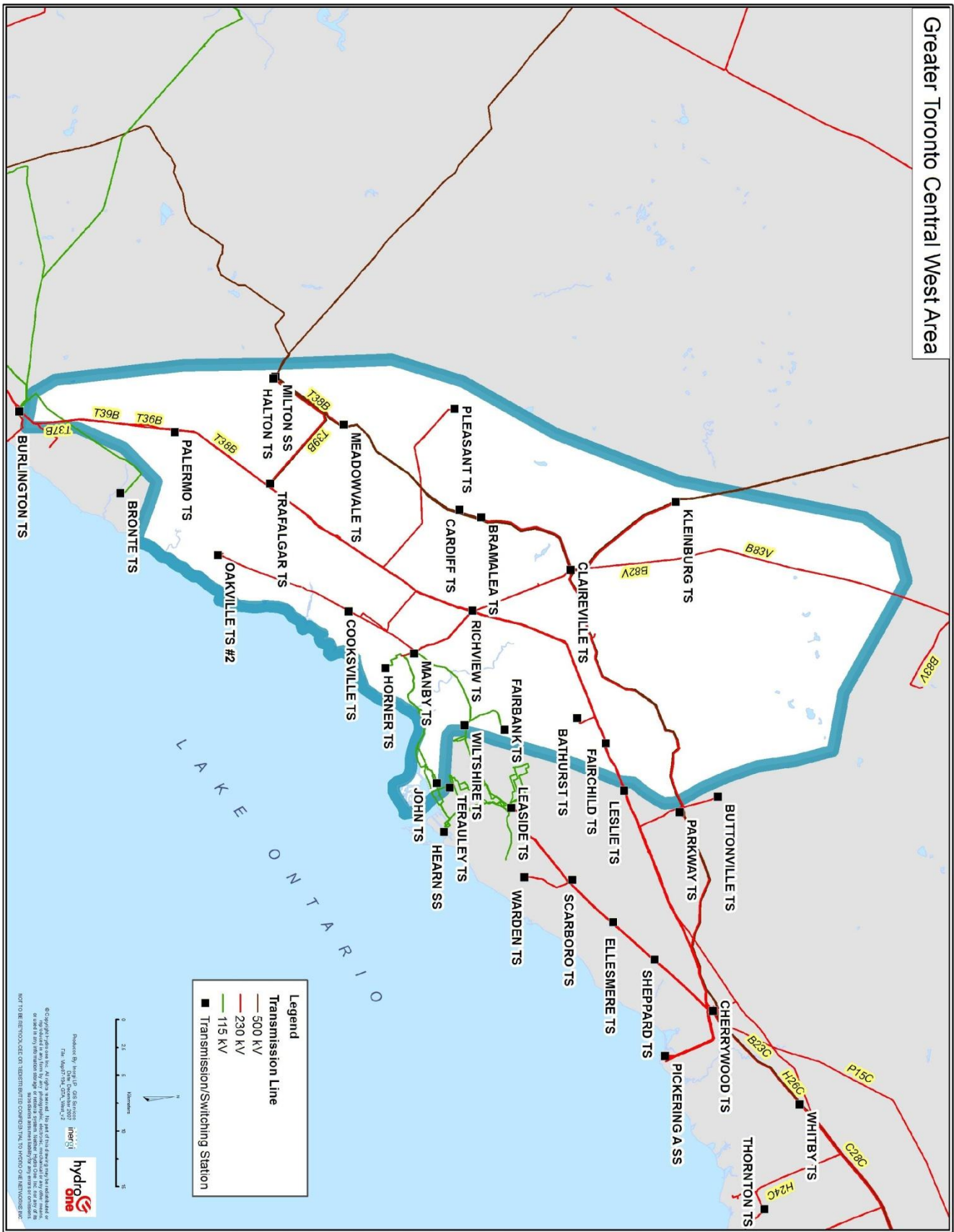
Areas	Zones	Definition
Niagara		Beck 2 TS, Beck 1 SS, Allanburg TS, Decew Falls SS 230 kV circuits from Beck 2 TS to Beach TS up to Hannon Jct. 230 kV circuits from Beck 2 TS to Burlington TS up to Hannon Jct. 230 kV circuits from Beck 2 TS to Allanburg TS 230 kV circuits from Allanburg TS to Middleport TS All 115 kV circuits connected from Allanburg TS, Beck 1 SS and Decew Falls SS
West of London		All transmission facilities west of Buchanan TS, including the following circuits connected to Buchanan TS: 230 kV circuits: W42L, W43L, W44LC, W45LC, W36, W37, N21W, N22W. All 115 kV circuits connected to Buchanan TS, as well as circuit B8W, T11T, WT1A.
	Sarnia-Lambton	230 kV circuits: Scott TS to Buchanan TS Lambton TS to Longwood TS Lambton TS to Chatham SS Lambton TS to Greenfield SS N6S, N7S All 115 kV circuits connected to Scott TS, including N5K to Wallaceburg TS, including Wallaceburg TS and circuit S2N.
Greater Toronto Central West		All 230 kV circuits connected to the following stations: Trafalgar TS, Richview SS, Cooksville SS, Manby East TS and Manby West TS, Claireville TS, Parkway TS, Cherrywood TS (west of the municipality of Clarington) Manby 115 kV system

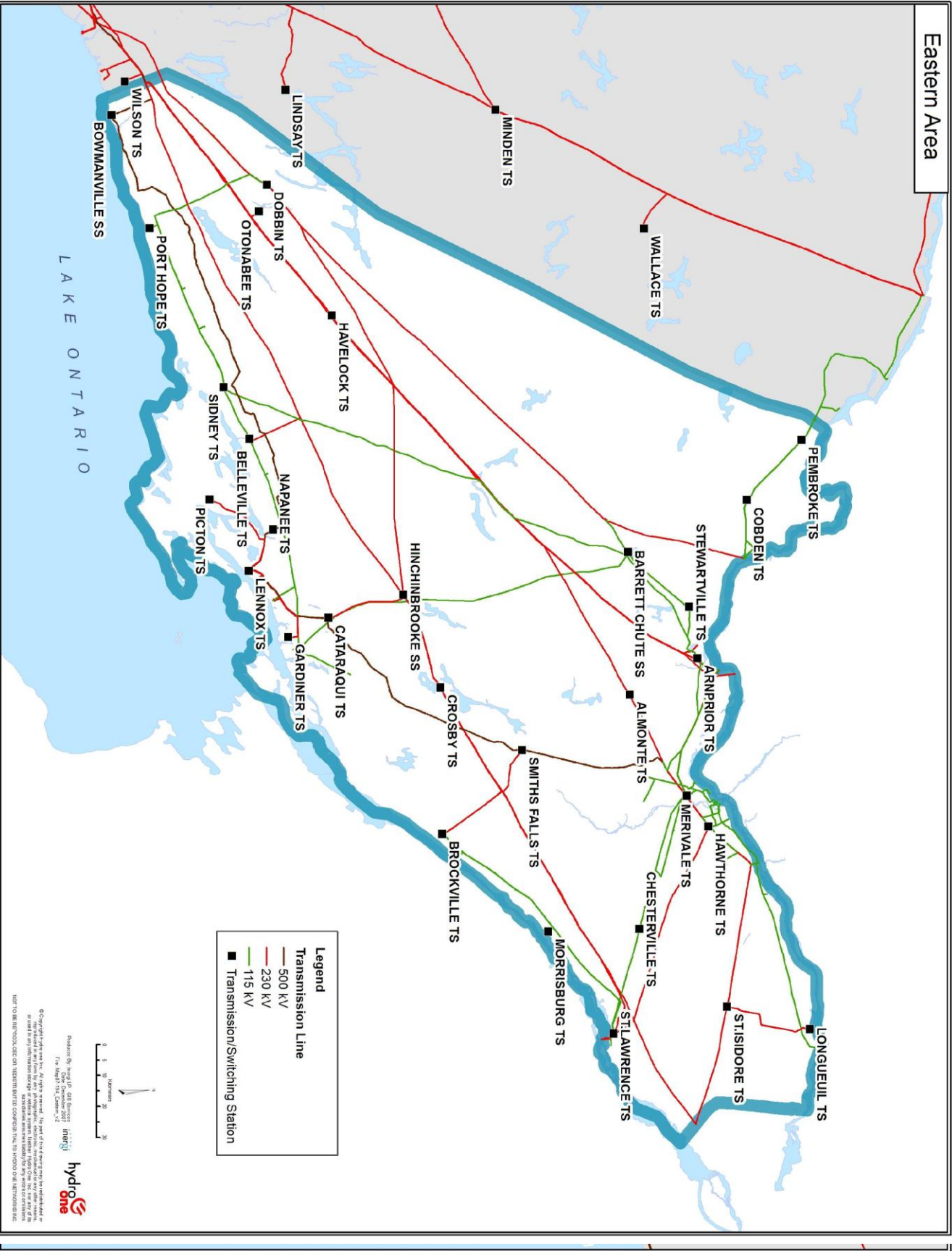
Areas	Zones	Definition
	Manby 115 kV system	The 115 kV systems supplied from Manby East TS and Manby West TS.
Greater Toronto Central East		All 230 kV circuits connected to the following stations: Parkway TS and Cherrywood TS (west of the municipality of Clarington) The Leaside 115 kV system Leaside x Cherrywood 230 kV system
	Leaside 115kV system	All 115 kV circuits connected to Leaside TS
	Leaside x Cherrywood 230 kV system	All 230 kV circuits connected to Cherrywood TS and Leaside TS including tapped stations
Eastern		All circuits and stations south of the normally open switch at Pembroke TS and east to the western border of the municipality of Clarington. Excludes the 230 kV circuits connecting Des Joachims TS and Minden TS, and those running southeast from Minden TS are not included. (please refer to the Area map)
	Hawthorne 115 kV system	Hawthorne 115 kV TS and circuits A8RM, A3RM, A4K, A6R, A5RK, 79M1, H9A, A2











Appendix Q Transmission Constraints Matrix

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
Northwest	150 for all types	Atikokan West	0			
		Atikokan to Wawa	150 for all types	115kV circuits: A5A, T1M, A1B	0	
				115 kV circuits: 56M1, 57M1	0	
				115 kV circuits: A6P, A7L, A8L, A4L, R9A, R1LB (Lakehead TS to Pine Portage GS), R2LB (Lakehead TS to Pine Portage GS).	25 MW per circuit and 25 MW for sum of all circuits	Yes: A7L & A8L; R1LB & R2LB
				115 kV circuits: L3P, L4P, P3B, P7B, P1T, P1P, B6M, P5M, S1C, R1LB (Lakehead TS to Port Arthur TS), R2LB (Lakehead TS to Port Arthur TS).	25 MW per circuit and 25 MW for sum of all circuits	Yes: L3P & L4P; R1LB & R2LB
				230kV circuits: W21M, W22M	0	
				230kV circuits: M23L, M24L	50	Yes
				230kV circuits: A21L, A22L	50	Yes
Northeast	70 (140 if wind only)	Wawa - Sudbury	70 (140 if wind only)			

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
		Manitoulin	100 for all types			
		Sudbury North	0	25Hz System and 115kV circuits: A8K, A9K, D3K, D4Z, K2, K4,H9K, F1E, A4H, A5H, H6T, H7T	0	
				115kV circuits: C6R, T7M, T8M, M9K, M3K, K5A, A7V	0	
				115kV circuits: P13T, P15T	0	
		Sudbury East	50 (100 if wind only)	115kV circuits: D2L, L1S	25	
Bruce	0					
Niagara	0					
West of London	150 (300 if wind only)	Sarnia-Lambton	150 (300 if wind only)	230kV circuits: L25V, L27V	50	Yes
				230kV circuits: V41NC, V43NC	50	Yes
				230kV circuit: L23N	200	
				230kV circuits: N6S, N7S	0	Yes

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
				115 kV circuits: N1S, N4S	110	Yes
				115 kV circuit: N6C, N7C	100	Yes
				115 kV circuit: S2N (Scott TS to Adelaide Jct.)	35	
				115 kV circuit: N5K north of Wallaceburg TS	100	
		Remainder of the Area	circuit limited	230kV circuits: N21W, N22W, L24L, L26L, L28C, L29C	0	
				230 kV circuit:C24Z	100	Yes
				230 kV circuit: C23Z	100	
				230 kV circuits: C21J, C22J	0	
				230 kV circuits: W36, W37	250	Yes
				115 kV circuits: J3E, J4E, E8F, E9F, Z1E (TransAlta), Z7E, J1B	0	
				115 kV circuit: K6Z, K2Z;	50 with additional restriction shown below	YES: Lauzone TS to Bell River Jct. only
				K6Z: Bell River Jct. to Tillbury Jct.	0	
				K6Z: Bell River Jct. to Kingsville TS	0	

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
				K2Z: Total of Lauzone TS to Woodslee Jct., Woodslee Jct. to Kingsville TS, Woodslee Jct. to Tillbury Jct., Tillbury Jct. to Tillbury TS & DS, Tillbury Jct. to Kent TS, and 115 kV circuit N5K between Kent TS and Wallaceburg TS	50	
				K2Z: Tillbury Jct. to Kent TS, and 115 kV circuit N5K between Kent TS and Wallaceburg TS	40	
				115 kV circuits: W8T, W9T, WT1A, WT1T	0	
				115 kV circuits: W5N, W6NL, W9L	130	Yes: W5N & W6NL
				115 kV circuits: W3T, W4T	120	Yes
				115 kV circuits: W2S and S2N (Adelaide Jct. to Strathroy TS)	75	
				115 kV circuits: W12W, W7W	130	Yes
				115 kV circuits: W3T, T11T	120 (sum of both circuits)	Yes: W3T & W4T

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
				115 kV circuits: W4T, T11T	120 (sum of both circuits)	
Greater Toronto Central West	0					
Greater Toronto Central East	0					
Eastern	800	Hawthorne 115 kV system	0			
		Remainder of the Area	circuit limited	230 kV Circuits: B5D, D5A	50	
				Additional restriction on Hawthorne 115 kV system and B5D, D5A	0	
				230kV Circuits: L24A, B31L	0	
				230kV Circuits: X1H, X2H, X3H, X4H, X21, X22	65 (sum of 6 circuits)	Yes: X1H, X2H, X3H & X4H and X21 & X22
				Hinchinbrooke - St. Lawrence 230kV circuits: L20H, L21H, L22H (Brockville tap and west)	200 (sum of 3 circuits)	Yes
				Hinchinbrooke - St. Lawrence 230kV circuits: L20H, L21H, L22H (East of Brockville tap)	0	

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
				230 kV circuits: M32S, C3S	50 (sum of both circuits)	
				230 kV circuit: B23C Oshawa Area Jct. to Belleville TS	200	
				230 kV circuits: M30A, M31A	0	
				230 kV circuit: X1P	50	
				230 kV circuit: C28C	50	
				115kV circuits: L2M (South of Chesterville TS), L1MB	0	
				Merivale 115 kV system: C7BM, S7M, F10MV, V12M, L2M (North of Chesterville TS), M1R, W6CS	50 (sum of all circuits)	
				115kV circuit: B5QK	0	
				115kV circuits: D6	0	
				115kV circuits: X2Y, X6	0	
				115kV circuit: B1S	0	
Others	circuit limited	circuit limited		230 kV circuits: M20D, M21D (Detweiler TS x Galt Jct.)	250	Yes
				230 kV circuits: M20D, M21D (Galt Jct. X Middleport TS and Preston Tap)	50	Yes

Areas	Area limit (MW)	Zones	Zone Limit (MW)	Circuits	Limit per Circuit (MW) unless indicated otherwise	Multiple Circuits in Common Corridor
				230 kV circuits: D6V, D7V (Detweiler TS to Guelph Campbell TS tap)	150	Yes
				230 kV circuits: D6V, D7V (Guelph Campbell TS tap x Orangeville)	50	Yes
				230 kV circuits: N1M, N2M	215	Yes
				230 kV circuits: N5M, N6M	215	Yes
				230 kV circuit: E26, E27	200	Yes
				230 kV circuits: D1M, D2M	50	Yes
				230 kV circuits: D3M, D4M	50	Yes
				Burlington 115 kV system: HL3 (Newton x Stirton), HL4 (Newton x Stirton), B5G, B6G, B3, B4, B7, B8, B10, B11, B12, B13,	0	
All areas				All unspecified 230 kV circuits connecting two stations	100	as applicable
				All unspecified 115 kV circuits connecting two stations	50	as applicable

Notes:

(1) The values provided in this table represent effective remaining capacities. The Evaluation Team will select Proposals that, in the aggregate, have Contract Capacities that do not exceed 102% of the applicable transmission limits.

(2) When considering transmission limits relative to wind projects, the Evaluation Team will be assessing the Contract Capacity of the Contract Facility. The Evaluation Team will make the necessary adjustment for effective capacity in its evaluation. For wind generation projects, only 50% of the installed capacity is considered as effective capacity. This only applies to Areas and Zones with the exception of the Northwest Area and Zones, and the Manitoulin Zone.

(3) A Proposal with a connection to any interconnection circuits to the neighbouring utilities in Québec, Manitoba, and the U.S. will not be accepted.

(4) A Proposal with a connection to any 500 kV circuits will not be accepted unless a full switching station is included at the cost of the Proponent, including the cost of the network upgrades and temporary facilities to permit construction. The full switching arrangement must be acceptable to the IESO and the Transmitter involved. The same condition applies to 230 kV regional interconnection circuits between Wawa TS and Marathon TS.

(5) A Proposal with a connection to the 25 Hz system will not be accepted.

(6) As there are no specified limits for Contract Facilities with a direct connection to a transformer or a switching station, such a Proposal must be assessed on a case by case basis and the connection arrangement must be acceptable to the IESO and the Transmitter involved. For the purposes of the Restricted Circuit Screen, the OPA will treat the largest Contract Capacity accepted by the IESO in all of the Part One System Impact Assessments for Proposals connecting to a particular transformer or a switching station as the applicable limit for that station. The Area and Zone limits also apply to such a Proposal.

(7) For connection to a radial circuit that is not specifically identified in the Transmission Constraints Matrix, the capacity of the subject radial circuit identified in the Part One System Impact Assessment will be used as the limit. The Area and Zone limits also apply to such a Proposal.

Appendix R Crown Letter

Form A

**Ministry of Energy and
Infrastructure**

**Ministère de l'Énergie et de
l'Infrastructure**



880 Bay Street

880, rue Bay

Toronto, ON M7A 2C1

Toronto ON M7A 2C1

Date

Generator

Address

Dear

Re: Crown Response to Consultation Information Request, Project [insert project number]

Further to your request of [DATE of Consultation Information Request letter], and based on the information currently available, the Ministry of Energy and Infrastructure has determined that you are not presently required to enter into an Aboriginal consultation agreement with the Crown in relation to the above-referenced Project.

Sincerely,

Name, Title

Ministry of Energy and Infrastructure

Form B

**Ministry of Energy and
Infrastructure**

**Ministère de l'Énergie et de
l'Infrastructure**



880 Bay Street

880, rue Bay

Toronto, ON M7A 2C1

Toronto ON M7A 2C1

Date

Generator

Address

Dear •

Re: Crown Response to Consultation Information Request, Project [insert project number]

Further to your request of [DATE of Consultation Information Request letter], please be advised that you are required to enter into an Aboriginal consultation agreement with the Ministry of Energy and Infrastructure in relation to the above-referenced Project, and to develop a consultation plan for approval by the Ministry and inclusion in the agreement.

The communities which it is necessary to consult are:

- [list of First Nation and/or Métis communities]

Please contact the undersigned at your earliest opportunity. Note that the deadline for concluding the agreement is [DATE 90 days from date of RES III Contract with the OPA].

Sincerely,

Name, Title

Ministry of Energy and Infrastructure

Appendix S Agreement with the Crown

AGREEMENT

DATED [month][day][year]

Between

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

AS REPRESENTED BY

THE MINISTER OF ENERGY AND INFRASTRUCTURE

(the “Crown”)

And

[NAME OF DEVELOPER CONTRACTING WITH ONTARIO POWER AUTHORITY]

(the “Supplier”)

WHEREAS the consultations on the Integrated Power System Plan indicated that certain Aboriginal communities wish to be consulted in the planning and development of electricity projects;

AND WHEREAS the former Minister of Energy issued a Directive dated August 27, 2007 instructing the Ontario Power Authority (“**OPA**”) to acquire up to 2,000 megawatts (“**MW**”) of new renewable electricity supply from projects greater than 10 MW in size (the “**Directive**”);

AND WHEREAS pursuant to the Directive, the OPA has initiated a process to procure 500 MW of renewable energy supply for the Province of Ontario;

AND WHEREAS the OPA has taken steps to facilitate appropriate Aboriginal consultation, including a requirement in the Renewable Energy Supply III Contract (“**RES III Contract**”) that Suppliers enter into an Agreement with the Crown relating to Aboriginal consultation;

AND WHEREAS the OPA has selected the Supplier to supply renewable energy and the OPA and the Supplier have entered into a RES III Contract dated [date to be added];

NOW THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the above-noted parties (collectively the “**Parties**” and individually a “**Party**”) hereby agree as follows:

1.0 Definitions

Unless otherwise defined herein the following terms shall have the following meanings for the purposes of this Agreement:

- (1) “Aboriginal Communities” means First Nation and Métis communities, organizations or interests that are identified by the Minister to be consulted in relation to the Project including [names to be added], and such others as may be identified following the date hereof;
- (2) “Aboriginal Rights” means Aboriginal rights as referred to in Section 35 of the *Constitution Act, 1982* that are either established or credibly asserted;
- (3) “Agreement” means this agreement between the Crown and the Supplier dated the date first above written, as such agreement may be amended from time to time by written instruments signed by the Parties;

- (4) “Business Day” means a day other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business;
- (5) “Crown” means Her Majesty the Queen in Right of Ontario;
- (6) “ESP” means the Environmental Screening Process under Ontario Regulation 116/01 under the *Environmental Assessment Act*, R.S.O 1990, as amended;
- (7) “Minister” means the Minister of Energy and Infrastructure, and includes any official acting under his authority;
- (8) “Ministry” means the Ministry of Energy and Infrastructure;
- (9) “Plan” means the Plan to consult Aboriginal Communities made pursuant to this Agreement and attached hereto as Schedule “A”;
- (10) “Project” means the renewable energy supply project to be developed by the Supplier in respect of which the Supplier and the OPA have entered into the RES III Contract;
- (11) “S. 35 Duty” means any duty the Crown may have to consult and, where appropriate, accommodate Aboriginal Communities in relation to the Project flowing from Section 35 of the *Constitution Act, 1982*;
- (12) “Supplier’s Request” means a written request from the Supplier to the Ministry requesting that the Crown confirm in writing that, as of a date set out in such request, which shall not be less than 15 Business Days from the date of such request, the Supplier is not in breach or default of its obligations contained in this Agreement;
- (13) “Treaty Rights” means Treaty rights as referred to in Section 35 of the *Constitution Act, 1982* that are either established or credibly asserted.

2.0 Purpose

The Purpose of this Agreement is to set out the responsibilities of the Crown and the Supplier in relation to consultation with Aboriginal Communities on the Project, and to delegate certain aspects of consultation from the Crown to the Supplier.

3.0 Responsibilities of the Crown

3.1 The Crown is responsible for:

- (i) determining the Aboriginal Communities to be consulted in relation to the Project, if any, and advising the Supplier of same;
- (ii) the preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Communities;
- (iii) at its discretion, delegating procedural aspects of consultation to the Supplier pursuant to this Agreement;
- (iv) satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Supplier is in compliance with this Agreement; and
- (v) satisfying itself, where accommodation is required, that appropriate accommodation of any Aboriginal and Treaty Rights of Aboriginal Communities in relation to the Project has occurred or will occur.

3.2 As of the date of this Agreement the Ministry may act as the single representative of the Crown in relation to the Crown's responsibility under 3.1 (i).

3.3 Upon receipt of a Supplier's Request from time to time, the Ministry shall deliver written confirmation to the Supplier and to any third party so indicated in the Supplier's request of whether or not the Minister is of the view that the Supplier is as of such date in breach or default of its obligations contained in this Agreement.

3.4 The Ministry may share information received from the Supplier with other Ontario ministries and regulatory agencies, as appropriate.

4.0 Responsibilities of the Supplier

4.1 The Supplier is responsible for:

- (i) having developed the Plan for review and approval by the Ministry, and updating the Plan as reasonably required by the Ministry throughout the consultation process;
- (ii) implementing the Plan;
- (iii) in a manner consistent with the Plan:
 - a) giving notice to the Aboriginal Communities regarding the Project, if such notice has not already been given by the Supplier or the Crown;
 - b) informing the Aboriginal Communities about the Project;
 - c) informing the Aboriginal Communities of the regulatory and approval processes that apply to the Project of which the Supplier is aware after reasonable inquiry;
 - d) making all reasonable efforts to build a positive relationship with the Aboriginal Communities in relation to the Project;
 - e) if appropriate, providing financial assistance to Aboriginal Communities to permit effective participation in consultation processes for the Project;
 - f) meeting with Aboriginal Communities to discuss the Project;
 - g) considering comments provided by Aboriginal Communities regarding the potential impacts of the Project on Aboriginal or Treaty Rights or on other associated interests, or any other concerns or issues regarding the Project;

- h) subject to the following section i), where appropriate, discuss with the Aboriginal Communities potential accommodation, including mitigation of potential impacts on Aboriginal or Treaty Rights or associated interests regarding the Project; and
- i) consult with the Crown during the discussions with Aboriginal Communities and present to the Crown for the purposes of Section 3.1 (v) hereof, the results of such discussions prior to implementing accommodation measures.

4.2 The Supplier hereby acknowledges that, notwithstanding 4.1 above, the Ministry, any Ontario government ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or Crown decision-maker, may participate in the matters enumerated therein as they deem necessary.

4.3 The Supplier hereby acknowledges that, for the purposes of any S. 35 Duty borne by the Crown, the Supplier is the Crown's delegate and in this capacity is responsible for carrying out aspects of consultation delegated to it by the Crown pursuant to this Agreement.

4.4 The Supplier will carry out the following functions in relation to record keeping, information sharing and reporting to the Crown:

- (i) provide to the Ministry, upon request, complete and accurate copies of all documents provided to the Aboriginal Communities in relation to the Project;
- (ii) keep reasonable business records of all its activities in implementing the Plan and provide the Ministry with complete and accurate copies of such records upon request;
- (iii) provide the Ministry with timely notice of any Supplier mailings to, or Supplier meetings with, the representatives of any Aboriginal Community that fall within the scope of the Parties' responsibilities set out in this Agreement;

- (iv) advise the Ministry in a timely manner of any potential adverse impact of the Project on Aboriginal or Treaty Rights of which it becomes aware;
- (v) provide the Ministry with summary reports or briefings on all of its activities in relation to implementing the Plan, as may be requested by the Minister;
- (vi) provide the Ministry, upon request, with summary reports or briefings setting out the position it proposes to take before judicial, quasi-judicial or regulatory tribunals or boards, or at meetings with officials with capacity to make regulatory decisions relating to the Project, where such position relates to Aboriginal consultation on the Project; and
- (vii) if applicable, advise the Ministry if the Supplier and an Aboriginal Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or Treaty Rights.

4.5 The Supplier shall, upon request:

- (i) lend assistance to the Ministry by filing records and other appropriate evidence of the activities undertaken both by the Crown and by the Supplier in consulting with Aboriginal Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Crown and by the Supplier, to the relevant regulatory or judicial decision-makers; or
- (ii) provided however that the Ministry may elect to engage legal counsel to assist in or undertake activities referred to in Section 4.5(i) hereof on behalf of the Crown in connection with the Project, the costs of which shall be for the account of the Supplier and shall be paid by the Supplier to the Crown within 30 days of delivery of invoice therefor.

5.0 **Consultation Plan**

5.1 The Plan shall be prepared by the Supplier for review and approval by the Ministry.

5.2 The Plan shall:

- (i) set out in detail the manner in which the Supplier proposes to consult with Aboriginal Communities from the date of this Agreement forward, including all significant steps, and the relevant timetable;
- (ii) focus on the responsibilities of the Supplier under 4.1(iii);
- (iii) focus on fulfilling the said responsibilities in the course of an ESP, as much as possible; and
- (iv) be implemented in a manner consistent with any other statutory or regulatory process applicable to the Project and with the jurisdiction, procedures and decisions of all responsible ministries, boards, agencies or other regulatory decision-makers.

5.2 The Plan shall be updated from time to time as reasonably required by the Ministry.

6.0 Notices

All notices pertaining to this Agreement shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice shall be addressed to the other Party as follows:

If to the Crown:

●

If to the Supplier:

Attention:	●	Attention:	
Facsimile:	●	Facsimile:	
Email:	●	Email:	
and to:		and to:	
●			

Attention:	●	Attention:	
Facsimile:	●	Facsimile:	
Email:	●	Email:	

Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that if it is delivered or transmitted on a Business Day prior to 3:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 3:00 p.m. local time or such day is not a Business Day, then such notice shall be deemed to have been given and received on the next Business Day. Either Party may, by written notice to the other, change its respective address to which notices are to be sent.

7.0 No Implicit Acknowledgement

7.1 Neither the Crown nor the Supplier shall be taken as having agreed, or conceded, that a S. 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any S. 35 Duty, nor that a particular aspect of consultation referred to in Section 3.1 hereof is an aspect of the S. 35 Duty that could not have lawfully been delegated to the Supplier had the Parties so agreed.

8.0 Remedies

8.1 The Supplier acknowledges that, except where an amount is expressly payable hereunder by the Supplier, money damages will not be a sufficient remedy for a breach of the terms of this Agreement and accordingly, in addition to any rights that the Crown may have at law or in equity, the Crown shall be entitled to specific performance and injunctive relief as remedies for a breach of this Agreement.

8.2 The Crown acknowledges that, except where an amount is expressly payable hereunder by the Supplier to the Crown, a remedy in monetary damages is inappropriate and agrees that in such circumstances in place thereof it will seek recourse pursuant to section 8.1 hereof and or termination of this Agreement.

9.0 General

9.1 This Agreement does not substitute for, and shall not be construed inconsistently with, any requirements or procedures in relation to Aboriginal consultation or the S. 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional requirements. Nonetheless, the intent of the Minister is to promote coordination among Ontario ministries, boards and agencies with roles in consulting with Aboriginal Communities so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Communities, the Supplier, the Ministry, and provincial ministries, boards, agencies and other regulatory decision-makers.

9.2 This Agreement will not confer upon any other person, except the Parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies hereunder. This Agreement and all of its provisions will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any Party, without the prior written consent of the other Party, which consent will not be unreasonably withheld.

9.4 Neither Party may assign its obligations hereunder, or any portion thereof, without the prior written consent of the other Party hereto, provided that the Supplier may engage consultants to assist it in fulfilling its responsibilities under this Agreement without in any manner relieving the Supplier of the obligation and liability therefor.

9.5 Nothing in this Agreement will create or be deemed to create a relationship of partners, joint venturers, fiduciary, principal and agent or any other relationship between the Crown and the Supplier.

9.6 This Agreement does not confer on either Party the authority to bind the other or to assume or create any obligation or responsibility expressed or implied on the other's part, or in its name, nor will it represent to anyone that it has such power or authority, except as expressly provided in this Agreement.

9.7 Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

9.8 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.9 This Agreement may be executed in two or more counterparts, and all such counterparts will together constitute one and the same agreement. It will not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart. Any Party may deliver an executed copy of this Agreement by facsimile but such Party will promptly deliver to the other Party an originally executed copy of this Agreement.

9.10 Each of the Parties shall, from time to time on written request of another Party, do all such further acts, deeds, documents, assurances and things as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement.

9.11 This Agreement may be terminated at any time by the Minister, or upon the agreement of the Parties. This Agreement shall terminate upon the later of (i) the completion of all regulatory approvals, permits and other authorizations and the exhaustion of any appeals or judicial proceedings in relation to the Project, unless these are considered by both Parties not to be material, and (ii) the completion of construction and entry into Commercial Operation (as defined in the RES III Contract) of the Project.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by the Minister of
Energy**

Per: _____

Name: ●

Title: ●

XYZ CORPORATION

Per: _____

Name: ●

Title: ●

I have authority to bind the Corporation.

Appendix T Best Practices, Good Business: Consulting with First Nation and Métis Communities

August 22, 2008

INTRODUCTION

The Crown has a legal duty to consult with First Nation and Métis communities when it has knowledge, real or constructive, of established or asserted Aboriginal or treaty rights and contemplates conduct that might adversely affect these rights. The duty is grounded in the principle of the honour of the Crown, thus requiring the Crown's honourable dealings with Aboriginal people. In addition, the Crown and industry have statutory and policy-based obligations to consult Aboriginal people.

With the objective of ensuring that the duty to consult is fulfilled, on August 27th, 2007, the Minister of Energy directed the Ontario Power Authority ("OPA") to "develop guidelines and processes to ensure that appropriate consultation with First Nation and Métis people takes place." In this directive, the Minister stated his view that First Nation and Métis people should be consulted "early in the planning and development stages for the new renewable energy projects" procured under the directive.

This document has been developed in a collaborative effort with the Ministry of Energy and Infrastructure and with the advice of the Métis Nation of Ontario and the First Nations Energy Alliance. It is meant to provide guidance and clarity on the Crown's consultation expectations as set out in the OPA's recent Draft Request for Proposals ("RFP") for Renewable Energy Supply III ("RES III").

The OPA prepared this document to assist proponents of projects when consulting with Aboriginal communities during the planning and development stages of an energy project. It provides an overview of the potential nature and scope of consultation and the jurisprudence that informs the Crown's duty to consult Aboriginal communities. This document outlines and clarifies the respective roles of the OPA, the Crown, prospective energy proponents, and Aboriginal communities and provides practical advice for building good consultation practices.

Consulting First Nation and Métis communities at the project planning and development stage enables energy proponents to identify any concerns and issues and offers an opportunity to address them in a meaningful way. Such consultation can assist in addressing situations where the Crown may have a duty to consult with First Nation and Métis people because of a potential adverse impact of the project on Aboriginal or treaty rights. It can also fulfill requirements of the Environmental Screening Process in O. Reg. 116/01 of the *Environmental Assessment Act* and other provincial regulatory approvals.

This document is for general guidance purposes only. It is not intended to be a comprehensive or detailed statement concerning the matters addressed, or to provide legal advice. This is an evolving area of law, and readers should seek appropriate, qualified legal or other professional advice before acting or omitting to act, based on any information provided here.

JURISPRUDENCE

Section 35 of the Canadian constitution recognizes, affirms and protects existing Aboriginal and treaty rights (“section 35 rights”). Aboriginal and treaty rights have primarily focused on traditional uses of the land such as hunting, fishing, trapping, and the harvesting and gathering of plants. Aboriginal communities also have interests in their ancestors’ burial grounds and other culturally relevant archaeological sites.

Recent case law has provided direction to the Crown and other parties in fulfilling the constitutional duty to consult Aboriginal communities. In *Haida* (2004) and *Taku River* (2004), the Supreme Court of Canada ruled that the Crown has a legal duty to consult as well as duty to accommodate, where appropriate, First Nation, Métis or Inuit communities when the Crown has knowledge, real or constructive, of an established or asserted Aboriginal right and contemplates conduct that might adversely affect it. In *Mikisew Cree* (2005), the Court recognized a similar obligation to consult when the Crown proposes to “take up” treaty lands for specific purposes. In *R. v. Powley* (2003), the Supreme Court of Canada confirmed the constitutional protection for the Aboriginal food harvesting rights of the Métis. These cases provide the legal basis and guidance for undertaking consultation with Aboriginal communities.

While the legal duty to consult rests with the Crown, energy proponents play an important role in the consultation process. The Crown may designate a proponent as its delegate in carrying out aspects of consultation, including day-to-day consultation activities. Where the Crown does so, it will nevertheless retain the legal responsibility for ensuring that the duty to consult will be satisfied. This means that the Crown will supervise proponents’ consultations activities. The Crown will carefully scrutinize these activities and their outcomes to ensure that any impacts of the project on established or asserted Aboriginal or treaty rights are appropriately addressed, mitigated and/or accommodated. The honour of the Crown is always at stake, and proponents are expected to undertake their consultation activities with the intent of addressing the impacts on rights.

Some provincial regulatory approvals require a proponent to address the concerns of interested parties. First Nation and Métis communities may fit into the category of an interested party even when an

Aboriginal or treaty right is not affected by the project. It is important for proponents to recognize this distinction.

Properly consulting with First Nation and Métis communities can decrease the risk of legal and regulatory obstacles to an energy project. A failure to fulfill consultation obligations can cause project delays and increase costs. Consultation with First Nation and Métis communities simply makes good business sense. The potential benefits of consultation can include community support for the proposed project, access to a growing First Nation and Métis labour force, partnerships on future projects, and an ongoing relationship with local communities.

THE CONSULTATION PROCESS

First Nation and Métis communities whose existing or asserted Aboriginal or treaty rights may be adversely affected by a potential project have different rights from stakeholders or interested parties. The consultation process that is undertaken should reflect the unique constitutionally protected rights and interests of the First Nation or Métis community.

The Crown's duty to consult can be triggered by a federal or provincial approval, license, permit or any other activity that could potentially adversely affect Aboriginal and treaty rights, regardless of the size of the project. Each project may have more than one Crown approval or decision, thus it is preferable to coordinate consultation efforts to create an effective and efficient process and avoid duplication of effort.

The scope of the Crown's duty to consult is proportionate to a preliminary assessment of the legal strength of the Aboriginal or treaty rights asserted, and the potential for adverse impact of the project on these rights. For example, if there is little impact on an asserted or established Aboriginal or treaty right, the level of consultation required may be a duty to give notice, disclose and share information and discuss important decisions to be taken in relation to the project. Where the adverse impact on rights is potentially greater, the consultation requirements would be more substantial. In this case, the duty may require a more extensive consultation effort, mitigation and accommodation. It is recommended that project proponents work closely with the affected First Nation and Métis communities to share information, to address concerns and to mitigate and/or accommodate any impacts of the project.

The OPA recognizes the important role that procurement processes will have on determining feasible projects for future development. There is the potential that these projects may adversely affect Aboriginal

or treaty rights and as such, the OPA has included the following Aboriginal consultation process in section 4.11 of the draft RES III RFP:

- the proponent will contact the Ministry of Energy and Infrastructure by letter (“Consultation Information Request”) after the award, but before the signing of the RES III contract, to request that the Crown determine whether the proponent will be required to enter into an agreement with the Crown in relation to consultation on the project; and to request the Crown’s identification of First Nation and Métis communities to consult in respect of the project;
- within 45 days of entering into the RES III contract, the Proponent must provide the OPA with the Crown letter responding to the Consultation Information Request. The Crown letter will be in the form of either Form A or B; and,
- if the proponent receives Crown Letter B, indicating a need to enter into an Aboriginal consultation agreement with the Crown, the proponent must enter into the agreement and provide a copy of the agreement to the OPA within 90 days of entering into the RES III contract.

Although the proponent is required to provide the Ministry of Energy and Infrastructure with a Consultation Information Request on or before the date of signing the RES III contract, the OPA expects that proponents will engage with First Nation and Métis communities during the preparation and planning of their proposal.

Some of the activities that proponents should consider are:

- providing information to the First Nation and Métis community on the proposed project;
- obtaining information on potentially affected interests or rights;
- listening to any concerns raised by the First Nation and Métis community;
- identifying ways to minimize adverse effects on Aboriginal and treaty rights; and
- reporting all activities and information to the Crown for review and consideration.

Roles and Responsibilities

A. The Role of the Proponents of Energy Projects

Proponents of energy projects are responsible for consulting potentially interested First Nation and Métis communities as required by the Environmental Screening Process in O. Reg. 116/01 under the *Environmental Assessment Act*, among other regulatory approvals. The proponent will also be responsible for aspects of consultation that have been delegated to it by and under the supervision of the Crown.

If a successful bidder is advised by the Ministry of Energy and Infrastructure that it is necessary to enter into a consultation agreement with the Crown, the proponent will also prepare a plan for consultation with First Nation and Métis communities. The plan will be included as a schedule to the Agreement after review by the Crown. The plan will describe the manner in which the proponent will carry out its procedural consultation responsibilities and will include the identification of all significant steps, including a timetable for their completion. Proponents are encouraged to develop the consultation plan in conjunction with the relevant First Nation and Métis communities. As the consultation process continues and new information comes to light, it may be necessary to make adjustments to the plan and its timelines. Consultation plans should be flexible to adapt to unforeseen situations.

Proponents' obligations in fulfilling the Crown's duty to consult may include:

- giving notice to First Nation and Métis communities of the project;
- informing First Nation and Métis communities about the project;
- informing First Nation and Métis communities of the regulatory and approval processes that apply to the project;
- providing appropriate financial assistance to First Nation and Métis communities to participate in the consultation process and to assess various studies and reports in respect of the project;
- meeting with First Nation and Métis communities to discuss the project;
- considering comments regarding the potential adverse impacts of the project on a community's Aboriginal or treaty rights, other asserted rights or general concerns regarding the project;

- where appropriate, discussing with First Nation and Métis communities options for accommodation, including mitigation of potential adverse effects on Aboriginal or treaty rights or asserted rights, and presenting the results to the Crown prior to implementing such measures; and
- reporting to the Crown on all aspects of consultation.

B. The Role of the Crown

The Crown's responsibilities will include:

- determining the First Nation and Métis communities to be consulted;
- the preliminary and ongoing assessment of the depth of consultation required with the First Nation and Métis communities identified;
- delegating procedural aspects of consultation to project proponents;
- supervise and provide oversight for the proponent's consultation with First Nation and Métis communities; and
- deciding what, if any, appropriate accommodation is necessary to mitigate adverse impacts on Aboriginal and treaty rights.

Various Crown ministries and agencies have regulatory roles in relation to energy projects that may trigger consultation obligations. Crown ministries and agencies will take appropriate steps to ensure the coordination and fulfillment of consultation obligations before granting approvals, permits or authorizations. Where appropriate, the Ministry of Energy and Infrastructure will act on behalf of the Crown to supervise the proponent consultation efforts with First Nation and Métis communities. This relationship is outlined in the agreement between the proponent and the Crown. Other Crown ministries (MNR, MOE etc.) may be involved in ensuring that the obligation is fulfilled.

Prior to bids being submitted to the OPA, the Ministry of Energy and Infrastructure will not interact formally with the bidders.

Upon request by the proponent or the Aboriginal community, representatives of the Crown may attend consultation meetings between the parties.

C. The Role of First Nation and Métis Communities

Depending on the project and its potential to adversely impact their Aboriginal and treaty rights, the involvement of First Nation and Métis communities in consultation on the project will vary. First Nation and Métis communities have different histories, cultures, demographics, interests and leadership that can influence their role in consultation.

Like proponents and the Crown, First Nation and Métis communities are expected to engage in section 35 consultations in good faith and should not frustrate the consultation process. First Nation and Métis communities are required to inform proponents about their rights, and possible impacts on these rights by the projects. During the consultation process, First Nation and Métis communities have the opportunity to work with the proponent and the Crown to determine options for mitigation of any potential adverse impacts on Aboriginal or Treaty rights. First Nation and Métis communities will also play an important role in working with proponents and the Crown to arrive at accommodations, where appropriate.

D. The Role of the Ontario Power Authority

The Ontario Power Authority will be the counter-party to any contract for electricity generation. As such, the OPA will require regular progress reports from the proponent during the design and construction phase of the project in accordance with the OPA's contract with the proponent.

As the counter-party to the contract for electricity generation, the OPA requires that the proponent perform the duties set out in the contract with regard to Aboriginal consultation, including, where applicable, the signing of an agreement between the proponent and the Crown delegating aspects of consultation with First Nation and Métis communities.

OPPORTUNITIES FOR SUCCESSFUL CONSULTATION

There are many resources available to proponents beginning a consultation process with a First Nation and Métis community on an energy project. A proponent may wish to utilize the expertise of other proponents that have had positive experiences working with First Nation and Métis communities.

The Ontario Government has produced draft guidelines on the Crown's legal duty to consult with First Nation and Métis people: *The Draft Guidelines for Ministries on Consultation with Aboriginal Peoples related to Aboriginal and Treaty Rights* <http://www.aboriginalaffairs.gov.on.ca/english/news/DraftConsultJune2006.pdf>.

Canada and other provinces have developed draft guidelines to clarify roles to ensure that consultation obligations are met. Proponents should review draft guidelines available from Indian and Northern Affairs Canada (INAC) to enhance their understanding of federal obligations with respect to consultation. These can be found at:

- **Indian and Northern Affairs Canada**, *Aboriginal Consultation and Accommodation*: <http://www.ainc-inac.gc.ca/nr/iss/acp/intgui-eng.pdf>;

Many First Nation and Métis groups and communities have produced their own consultation protocols or resources. While the Crown does not necessarily endorse all interpretations or assertions of rights made by First Nation and Métis communities, it is good practice to begin consultation by being aware of the community's expectations in regard to consultation. Proponents should contact First Nation and Métis communities directly to obtain copies of any consultation resources available. Proponents may also wish to review examples of community guidelines using available online tools. The following provides a sample of some of these resources:

- **Treaty 3**, *Manito Aki Inakonigaawin (The Great Earth Law)*: <http://www.gct3.net/grand-chiefs-office/laws-and-policies/>
- **Métis Nation of Ontario**, *Toward a Consultation Framework for Ontario Métis*: www.metisnation.org/consultations/index.html
- **Bkejwanong Territory** (Walpole Island First Nation), *Environmental Policies, Guidelines and Information for External Project Proponents*: www.bkejwanong.com/guidelines/guidelines.html

Establishing an effective consultation process with First Nation and Métis communities can assist proponents in their project and help proponents to attain community support. The following is a list of suggestions to guide proponents in better consultation practices:

1. Establishing an Effective and Efficient Consultation Process

Successful Aboriginal consultation is of benefit to proponents, First Nation and Métis communities and ultimately the Ontario electricity consumer. A number of major developers have established dedicated units responsible for interacting with First Nation and Métis communities.

Establishing the consultation process:

- ask First Nation and Métis communities what they would like to know;
- be open-minded, flexible, and expect many rounds of discussion;
- principles and messaging should remain consistent;
- be aware that translation services may be necessary; and
- identify and address the proponent's and community's gaps in capacity or knowledge.

2. Begin the Process Early

Before beginning any project, whether it is large or small, speak directly with the potentially affected First Nation and Métis communities. Consulting early in the process provides First Nation and Métis communities the opportunity to have their concerns identified up front and can inform the direction that subsequent consultation will take. This can include input by First Nation and Métis communities into the consultation plan. Any disputes should be addressed as early as possible to avoid lasting conflict. Adequate lead time will build trust and allow time for a relationship to develop. Discussions and interactions should not be delayed until the awarding of the OPA contract or the signing of an agreement with the Crown.

3. Understand the Community

It is important for a proponent to learn as much as it can about the community being consulted, as there is a wide diversity of culture and history among First Nation and Métis communities in Ontario. For some community members, English or French may not be their first language, or may not be spoken at all. Many First Nation and Métis communities and provincial territorial organizations have their own websites where information on their communities can be found. Indian and Northern Affairs Canada operates an Aboriginal Canada Portal that provides basic information on Aboriginal communities and other resources: <http://www.aboriginalcanada.gc.ca/>.

Ontario's Aboriginal policy may also provide useful information and tools for proponents and can be found on the Ministry of Aboriginal Affairs website: <http://www.aboriginalaffairs.gov.on.ca/english/onas.htm>.

Understanding the governance structures, approaches and aspirations of First Nation and Métis communities will be helpful for proponents in seeking a successful relationship. Again, it is wise to review all resources available from the community.

As well, the correct use of vocabulary is important to demonstrate the proponent's respect and understanding of the community. For example, section 35 of the *Constitution Act, 1982* recognizes three distinct Aboriginal people of Canada: Indians, Inuit and Métis. The term "Aboriginal" refers to all three distinct groups. The term "First Nation" is commonly used, rather than "Indian". Note that in Ontario there are recognized First Nation and Métis communities.

4. Talk to All the Right People

Whether it is a First Nation or Métis community, communicate with both the formal leadership as well as others who broadly represent the interests of that community. For example, within a First Nation community, the Band Council is the elected governing body that acts on behalf of its membership. Elders play a key role as well. In some communities, clan mothers may have a more prominent role and there are often traditional chiefs based on heritage rather than election. Lastly, as most Band Councils are generally elected every two years, it is reasonable to gain information about a community's election cycle. Aboriginal and Treaty rights are held communally, thus a proponent should seek advice as to sharing information broadly across the community.

For Métis communities, the Métis Nation of Ontario (“MNO”) can play an effective role in putting industry in touch with Métis leadership at the regional and local levels.

5. Collaborate with First Nation and Métis Communities

It is important to keep in mind that consultation is a two-way street. Governments and project proponents need to be willing to address concerns and proposals from First Nation and Métis communities that may be affected by a project. First Nation and Métis communities need to express to proponents any concerns regarding the potential impact of the project. Together, the parties can attempt to come to a mutually beneficial solution. A collaborative approach can assist in saving time, resources and money.

6. Use Aboriginal Communication Tools

Communicate directly with community members through Aboriginal-run newspapers, radio, websites or other communications tools. National and provincial Aboriginal organizations such as the Assembly of First Nations, Chiefs of Ontario, Métis National Council and the Métis Nation of Ontario maintain websites for access by their membership and the general public. As well, many First Nation communities, regional and issue-specific organizations have their own individual websites. Newspapers are also a potential method for reaching the community; for example, The Anishinabek Nation has a community newspaper called *The Anishinabek News* that reaches 42 communities, and the Métis Nation of Ontario publishes the *Métis Voyageur*.

7. View Engagement and Consultation as an Ongoing and Long-Term Relationship

Experience has shown that proponents who view consultation as part of a long-term relationship-building exercise have had the most success. Long term, multi-year capacity agreements help to build partnerships and ensure the continued success of the project. As well, effective consultation builds the foundation for future partnerships. The benefits of successful consultation extend beyond the project itself.

CONCLUSION

Good business is about building and maintaining relationships. Consultation can be the key to a more practical and productive relationship with First Nation and Métis communities.

The Crown has a legal duty to consult First Nation and Métis communities, based on judicial interpretation of its obligations relating to asserted and established Aboriginal and treaty rights. An energy project can face delays if the Crown's legal duty has not been fulfilled. While the legal duty of the Crown does not fall on proponents, the Crown will delegate aspects of its section 35 duty to energy project proponents and will expect proponents to carry out these aspects under Crown supervision. Consultation is also required by some provincial approvals such as those in the Environmental Screening Process. In addition, First Nation and Métis communities have identified, as a priority, the need for consultation processes that respect Aboriginal rights and treaty rights. Regardless of legal drivers, it is simply good business to involve First Nation and Métis communities which may be affected by a proposed project.

All parties are expected to participate in the consultation process in good faith. Proponents should know when the requirement for consultation will arise, what is required of them, and how to address the various outcomes and keep the Crown informed of their efforts and the issues that arise during the process. First Nation and Métis communities must make their concerns known, respond to attempts to meet their concerns and suggestions, and attempt to reach a mutually satisfactory solution.