

APPENDIX 1 – STANDARD DEFINITIONS

The following terms shall have the meaning stated below when used in the FIT Rules or in the FIT Contract:

1. **Aboriginal CCSA** means an amount of contract capacity (in MW) set aside by the OPA in its discretion and posted on the Website from time to time for First Nation CCSA Projects and Métis CCSA Projects.
2. **Aboriginal Community** means, for the purposes of the FIT Program, a First Nation Community or a Métis Community.
3. **Aboriginal Loan Guarantee Program** means the “Aboriginal Loan Guarantee Program” as administered by the Ontario Financing Authority.
4. **Aboriginal Participant** means, in respect of an Application for a CCSA Eligible Project, an Aboriginal Community that is listed as contributing to the Aboriginal Participation Level on the Aboriginal Participation Project Declaration in respect of such Application.
5. **Aboriginal Participation Level** means the percentage of the total Economic Interest in an Applicant or a Supplier that is held by one or more Aboriginal Communities, provided that and so long as an Applicant or a Supplier, as the case may be, is itself an Aboriginal Community, the applicable Aboriginal Participation Level shall be 100%.
6. **Aboriginal Participation Project** means a Project or a Facility, as the case may be, in respect of which;
 - (a) the Aboriginal Participation Level is greater than or equal to 15%; or
 - (b) the Applicant or Supplier, as the case may be, is an Aboriginal Community.
7. **Aboriginal Participation Project Declaration** means, with respect to a Project or a Facility, (i) a statutory declaration in the Prescribed Form setting out the Aboriginal Participation Level of such Project or Facility, together with (ii) written evidence documenting such Aboriginal Participation Level that is to the satisfaction of the OPA.
8. **Aboriginal Price Adder** means an Aboriginal Price Adder (15%-50%), or an Aboriginal Price Adder (Over 50%).
9. **Aboriginal Price Adder (15%-50%)** means the amount in ¢/kWh paid to Aboriginal Participation Projects having an Aboriginal Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
10. **Aboriginal Price Adder (Over 50%)** means the amount in ¢/kWh paid to Aboriginal Participation Projects having an Aboriginal Participation Level greater than 50% as set out in the Price Schedule.
11. **Aboriginal Support Resolution** means, in respect of a Project, a resolution in the Prescribed Form duly adopted by:
 - (a) the band council of a First Nation Community, demonstrating that such Project has the support of such First Nation Community; or

- (b) A Métis Community demonstrating that such Project has the support of such Métis Community.
12. **Abut** means in respect of two or more Properties, Properties that have a common border or boundary or are only separated from such common border or boundary by a right-of-way (other than a right-of-way in respect of which the owner, lessee, occupant or resident of one of such Properties has a property interest) having a width, at any point, of not greater than 15 metres. For greater certainty, Properties separated by “highways” (as defined in the *Highway Traffic Act*, RSO 1990, c H.8) or “railways” (as defined in the *Canada Transportation Act*, SC 1996, c 10) do not Abut. **Abutting** shall have a corresponding meaning.
13. **AC** means alternating current.
14. **Access Rights** means either title or rights of access to lands and may include a lease or option to lease, license, letter of intent, memorandum of understanding or other grant.
15. **Access Rights Holder** means a Person that holds Access Rights.
16. **Affiliate** means any Person that (i) Controls a Party; (ii) is Controlled by a Party; or (iii) is Controlled by the same Person that Controls a Party.
17. **Agreement** has the meaning given to it on the FIT Contract Cover Page.
18. **Amendment** means a change, revision or addition to the FIT Program, FIT Rules, form of FIT Contract or Price Schedule and **Amend** has a corresponding meaning. For greater certainty, a suspension of the FIT Program, in whole or in part, shall constitute an Amendment.
19. **Amended Site List** has the meaning given to it in Section 8.1 of the FIT Rules.
20. **Ancillary Service** has the meaning given to it in the IESO Market Rules.
21. **Announcement Date** means April 5, 2012.
22. **Applicant** means a Person submitting an Application to participate in the FIT Program.
23. **Applicant of Record Status** means selection by the MNR as an “Applicant of Record” in respect of all lands comprising the Site that are located on provincial Crown land, pursuant to the MNR’s applicable *Site Release and Development Review* policies and procedures.
24. **Applicant Related Person** means (i) any Person that, individually or with any other Person(s), Controls or is Controlled by the Applicant, or (ii) any Person that, with the Applicant, is Controlled by a third Person or Persons.
25. **Application** means an application submitted in response to the FIT Program in respect of the construction, development and operation of a Renewable Generating Facility and all clarifications and additional information, documents and statements in respect thereof provided by an Applicant, or on behalf of an Applicant, and submitted to the OPA.
26. **Application Checklist** means an “Application Checklist” in the Prescribed Form.
27. **Application Date** means the date of an Application’s Time Stamp.

28. ***Application End Date*** means the day published by the OPA on the Website as the Application End Date for a particular calendar year.
29. ***Application End Time*** has the meaning given to it in Section 5.1(b) of the FIT Rules.
30. ***Application Fee*** has the meaning given to it in Section 3.1(b) of the FIT Rules.
31. ***Application Form*** means the web-based application form provided by the OPA on the Website.
32. ***Application Period*** has the meaning given to it in Section 5.1(a) of the FIT Rules.
33. ***Application Security*** has the meaning given to it in Section 3.1(c) of the FIT Rules.
34. ***Application Start Date*** means the day published by the OPA on the Website as the “Application Start Date”.
35. ***Approved Incremental Costs*** has the meaning given to it in Exhibit B of the FIT Contract.
36. ***Arbitration Panel*** has the meaning given to it in Exhibit D of the FIT Contract.
37. ***Arm’s Length*** means, with respect to two or more Persons, that such Persons are not related to each other within the meaning of subsections 251(2), (3), (3.1), (3.2), (4), (5) and (6) of the ITA or that such Persons, as a matter of fact, deal with each other at a particular time at arm’s length.
38. ***Associated Relationship*** means the relationship between a meter at a Connection Point and a Market Participant (where such Market Participant is not the Metered Market Participant), as established by certain processes in the MV-Web.
39. ***Base Date*** means the date set out on the FIT Contract Cover Page that is the effective date of the Price Schedule used to determine the Contract Price.
40. ***Behind-the-Meter Facility*** means an Electricity generating facility that is connected to a Host Facility such that Electricity Delivered by such Renewable Generating Facility is recorded on the Host Facility’s Electricity meter.
41. ***Behind-the-Meter Project*** means a proposed Behind-the-Meter Facility.
42. ***Biogas*** has the meaning given to it in O Reg 328/09, made under the *Electricity Act*, as published in *The Ontario Gazette* on September 26, 2009, but does not include landfill gas.
43. ***Boundary*** means the boundary of a Property described in a legal instrument by which title to an interest in such Property is or was established or as set out on a registered plan of survey in respect of such Property, for clarity, as may be determined by the *Boundaries Act*, RSO 1990, c B.10.
44. ***Business Day*** means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.

45. **Canada Land Inventory** or **CLI** means the program creating a comprehensive multi-disciplinary land inventory of rural Canada, administered by Ontario Ministry of Agriculture, Food, and Rural Affairs and Agriculture and Agri-Food Canada, and with mapping to be used for the purpose of the FIT Program accessible at:
<http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm>.
46. **Capacity Products** means any products related to the rated, continuous load-carrying capability of a Facility to generate and Deliver Electricity at a given time.
47. **CCSA Eligible Project** means either:
- (a) an Aboriginal Participation Project with an Aboriginal Participation Level of greater than 50%; or
 - (b) a Community Participation Project with a Community Participation Level of greater than 50%,
- that is identified in a duly submitted Application as a “CCSA Eligible Project”.
48. **Cents** or **¢** means hundredths of a Dollar.
49. **Claim** means a complaint, claim, demand, suit or cause of action in contract, in tort, equity, under any Laws and Regulations, or otherwise.
50. **CLI Class 1 Lands** means the lands designated as “Class 1” pursuant to the Canada Land Inventory.
51. **CLI Class 2 Lands** means the lands designated as “Class 2” pursuant to the Canada Land Inventory.
52. **CLI Class 3 Lands** means the lands designated as “Class 3” pursuant to the Canada Land Inventory.
53. **CLI Organic Lands** means the lands designated as “organic order soils” pursuant to the Canada Land Inventory.
54. **College** means a college established in O Reg 34/03 and is governed by the *Ontario College of Applied Arts and Technology Act*, SO 2002, c 8, Sch F.
55. **Commencement of Construction** means the time of first access to the Site by any Person for the purpose or in connection with any clearing or other site preparation of or in respect of the Site in relation to the construction or development of the Facility.
56. **Commercial Operation** has the meaning given to it in Section 2.6(a) of the FIT Contract.
57. **Commercial Operation Date** means the date on which Commercial Operation is first attained.
58. **Commercially Reasonable Efforts** means efforts which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by the FIT Rules or the FIT Contract and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the transaction therein contemplated.

59. **Community CCSA** means an amount of contract capacity (in MW) set aside by the OPA in its discretion and posted on the Website from time to time for Community CCSA Projects.
60. **Community CCSA Project** means a Contract Capacity Set-Aside Project, in respect of which the Community Participation Level is greater than 50%.
61. **Community Investment Member** means:
- (a) in respect of:
 - (i) a Large FIT Project or a Large FIT Facility;
 - (ii) a CCSA Eligible Project or a Contract Capacity Set-Aside Project that is a Small FIT Project; or
 - (iii) a Contract Capacity Set-Aside Project that is a Small FIT Facility,
a Co-op with at least 50 Co-op Members that are Property Owners; or
 - (b) in respect of:
 - (i) a Small FIT Project that is neither a CCSA Eligible Project nor a Contract Capacity Set-Aside Project; or
 - (ii) a Small FIT Facility that is not a Contract Capacity Set-Aside Project,
a Co-op with at least 35 Co-op Members that are Property Owners.
62. **Community Participation Level** means the percentage of the total Direct Economic Interest in an Applicant or a Supplier that is held by a Community Investment Member, provided that:
- (a) so long as an Applicant or a Supplier, as the case may be, is itself a Community Investment Member, and subject to paragraph (b), the applicable Community Participation Level shall be 100%; and
 - (b) the Community Participation Level shall be reduced by a percentage equal to the percentage of the total Economic Interest (without double counting indirect Economic Interest) held in such Community Investment Member by any Person or Affiliate thereof whose primary business or employment is the development of non-community-based Electricity generation projects, as determined by the OPA in consultation with the third-party administrator of the “Community Energy Partnership Program”.
63. **Community Participation Project** means a Project or a Facility, as the case may be, in respect of which:
- (a) the Community Participation Level is greater than or equal to 15%; or
 - (b) the Applicant or Supplier, as the case may be, is a Community Investment Member.
64. **Community Participation Project Declaration** means, with respect to a Project or a Facility:
- (a) a statutory declaration in the Prescribed Form containing a description of the Community Participation Level of such Project or Facility and attached thereto the consents of:

- (i) a Large FIT Project or a Large FIT Facility; or
 - (ii) a CCSA Eligible Project or a Contract Capacity Set-Aside Project that is either a Small FIT Project or a Small FIT Facility,
at least 50 Co-op Members who are Property Owners; or
 - (iii) a Small FIT Project that is neither a CCSA Eligible Project nor a Contract Capacity Set-Aside Project; or
 - (iv) a Small FIT Facility that is not a Contract Capacity Set-Aside Project,
at least 35 Co-op Members who are Property Owners, to the collection, use and disclosure by the OPA of such Co-op Members' personal information as set out in the Application or otherwise provided to the OPA under the FIT Contract and to the OPA receiving the contact details of each such Co-op Member and the right to contact them for the purposes of verifying such information; and
- (b) written evidence documenting such Community Participation Level to the satisfaction of the OPA.
65. **Community Price Adder** means a Community Price Adder (15%-50%) or a Community Price Adder (Over 50%).
66. **Community Price Adder (15%-50%)** means the amount in ¢/kWh paid to Community Participation Projects having a Community Participation Level between 15% and 50% (inclusive) as set out in the Price Schedule.
67. **Community Price Adder (Over 50%)** means the amount in ¢/kWh paid to Community Participation Projects having a Community Participation Level greater than 50% as set out in the Price Schedule.
68. **Company Representative** has the meaning given to it in Section 14.1 of the FIT Contract.
69. **Completion and Performance Security** means the financial security for the performance of the Supplier's obligations under the FIT Contract that the Supplier must provide to and maintain with the OPA in accordance with Article 5 of the FIT Contract and which includes each of (i) the Initial Security, (ii) the Incremental NTP Security, (iii) the First Period Future Performance Security, and (iv) the Second Period Future Performance Security.
70. **Confidential Information** means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with a FIT Contract, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by the FIT Contract; (b) information already known to the Receiving Party prior to being furnished by the Disclosing Party; (c) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (d) information that is independently developed by the Receiving Party.
71. **Confidentiality Undertaking** has the meaning given to it in Section 7.1(c) of the FIT Contract.

72. **Connecting Authority** means, with respect to a Facility, the LDC or Transmitter that is licensed to operate the Distribution System or Transmission System to which the Facility is connected.
73. **Connection Agreement** means the agreement or agreements required to be entered into between the Connecting Authority and the Supplier with respect to the connection of the Facility to a Distribution System or the IESO-Controlled Grid (directly or indirectly), in accordance with the Distribution System Code or Transmission System Code, as applicable, and governing the terms and conditions of such connection.
74. **Connection Cost Agreement** has the meaning given to it in the Distribution System Code.
75. **Connection Costs** means those costs which are payable by the Supplier related to: (i) where the Facility is connected to a Transmission System, new or modified connection facilities, as defined by the Transmission System Code, for the reliable connection of the Facility to a Transmission System as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment and Transmission System Code for generator connections; for greater certainty, Connection Costs consist of Transmitter Connection Costs and Supplier Connection Costs, but shall not include Network Upgrade Costs; (ii) where the Facility is connected to an LDC, the capital contribution that an LDC may charge a generator to construct an expansion to connect a generation facility to the Distribution System as prescribed by the Distribution System Code.
76. **Connection Impact Assessment** means an assessment conducted by an LDC to determine the impact on the Distribution System of connecting the Project or Facility to its Distribution System.
77. **Connection Line** means the electrical connection line running to the Connection Point from the Site.
78. **Connection Point** means the electrical connection point between the Facility and a Distribution System or the IESO-Controlled Grid where Electricity is injected into a Distribution System or the IESO-Controlled Grid (as applicable), as more particularly described in the Connection Agreement.
79. **Contaminated Property** means a Property or Properties that have been the subject of a Phase Two Environmental Site Assessment conducted in accordance with Part XV.1 of the *Environmental Protection Act*, RSO 1990, c E.19 the results of which confirm that there are contaminant levels in the soil and/or groundwater in excess of applicable standards for that type and location of property as set out in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the *Environmental Protection Act*" issued by the Ministry of the Environment dated April 15, 2011.
80. **Contract Capacity** means the manufacturer's total installed rated capacity of the Facility to generate Electricity. For clarity, for Solar (PV) Facilities, the manufacturer's total installed rated capacity is determined by taking the lesser of:
- (i) the sum of the manufacturer's capacity ratings (in DC kW) for normal operation (e.g. continuous output ratings) of the installed solar modules (i.e. panels) of the Facility; and

- (ii) the sum of the manufacturer's capacity ratings (in AC kW) for normal operation (e.g. continuous output ratings) of the installed inverters of the Facility;

as adjusted in accordance with Section 2.1(c) of the FIT Contract, where applicable.

- 81. **Contract Capacity Set-Aside** means any of the following:
 - (a) a Community CCSA;
 - (b) an Aboriginal CCSA;
 - (c) a First Nation CCSA; or
 - (d) a Métis CCSA.
- 82. **Contract Capacity Set-Aside Project** means a Project or a Facility in respect of which a FIT Contract has been entered into whose FIT Contract Cover Page identifies the Facility as a "Contract Capacity Set-Aside Project".
- 83. **Contract Date** means the effective date of the FIT Contract, as set out therein.
- 84. **Contract Payment** means all payments to a Supplier under a FIT Contract including payments on account of the Total Contract Price multiplied by Hourly Delivered Electricity, and Peak Performance Factor, as applicable, determined for each Settlement Period in accordance with Exhibit B of the FIT Contract.
- 85. **Contract Price** means, with respect to an Application or a FIT Contract, the price set out in the Price Schedule as of a particular Base Date and set out on the FIT Contract Cover Page.
- 86. **Contract Year** means a twelve (12) month period which begins on the Commercial Operation Date or an anniversary thereof, during the Term.
- 87. **Control** means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty per cent (50%) or more of the 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 or by contract, trust or otherwise, and **Controlled by** has a corresponding meaning.
- 88. **Co-op** means a co-operative corporation, as defined in the *Co-operative Corporations Act*, RSO 1990, c C.35, with its head office located in Ontario, all of whose members are Co-op Members Resident in Ontario.
- 89. **Co-op Member** means in respect of a Co-op, a Natural Person who is a member of the Co-op as set out on the membership registry of such Co-op, for clarity excluding a holder of shares or other securities who is not a member of the Co-op as set out on the membership registry of such Co-op.

90. ***Corresponding First Nation Community*** has the meaning given to it in the definition of First Nations Lands.
91. ***Crown Land Site Report*** means a “Crown Land Site Report” in the format and as defined by the MNR at <http://www.mnr.gov.on.ca/en/Business/Renewable>.
92. ***CPI*** or ***Consumer Price Index*** means the consumer price index for “All Items” published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Ontario.
93. ***Customer Impact Assessment*** means a study conducted by a Transmitter to assess the impact of the connection of a Project or Facility on other users of the IESO-Controlled Grid.
94. ***DC*** means direct current.
95. ***Deemed Single Property*** means:
- (a) a Property that is not a Property described in (b), (c), or (d) below;
 - (b) in respect of Properties that Abut each other, all such Properties where an Access Rights Holder of one such Property is:
 - (i) an Access Rights Holder of another such Abutting Property; or
 - (ii) an Affiliate of an Access Rights Holder of another such Abutting Property;
 - (c) all Properties that Abut each other and may not be separately conveyed pursuant to Sections 50(3)(a), 50(3)(b), 50(3)(f), or 50(5)(a) of the *Planning Act*, RSO 1990, c P.13;
 - (d) for provincial Crown lands:
 - (i) the following shall be a Deemed Single Property where one or more Properties are located on provincial Crown lands and are the subject of an application to the Crown for Access Rights and one or more Abutting Properties are located on provincial Crown lands:
 - (A) one or more Grid Cells all or a portion of which are the subject of a single application to the provincial Crown for Access Rights; and
 - (B) either of the following:
 - (I) any other Grid Cell(s) Abutting any of such Grid Cell(s) mentioned in paragraph (A) that is/are the subject of a separate application to the Crown for Access Rights by the same Person or any Affiliate of such Person; or
 - (II) any other Grid Cell(s) Abutting any of such Grid Cell(s) mentioned in paragraph (A) where the same Person or any Affiliate of such Person holds Access Rights in respect of the all or a portion of the Grid Cells(s) mentioned in this paragraph (B)(II);

- (ii) the following shall be a Deemed Single Property where Access Rights have been granted in respect of all or a portion of one or more Grid Cells located on provincial Crown lands and one or more Abutting Properties are located on provincial Crown lands:
 - (A) Grid Cell(s) to which a Person holds Access Rights to all or a portion thereof; and
 - (B) any other Grid Cell(s) Abutting any of such Grid Cell(s) mentioned in paragraph (A) in respect of which the same Person or any Affiliate of such Person holds Access Rights to all or a portion thereof; and
 - (iii) the following shall be a Deemed Single Property where one or more Properties are located on provincial Crown lands and are the subject of an application to the Crown for Access Rights and one or more Abutting Properties are located on lands that are not provincial Crown lands:
 - (A) one or more Grid Cells all or a portion of which are the subject of a single application to the provincial Crown for Access Rights; and
 - (B) one or more Properties Abutting all or a portion of the Grid Cell(s) mentioned in paragraph (A) in respect of which the same Person or any Affiliate of such Person holds Access Rights.
- 96. ***Delivered*** means, in relation to Electricity and certain Related Products, delivered to the Connection Point and successfully directly injected into a Distribution System or the IESO-Controlled Grid (which, for greater certainty, is net of Site-Specific Losses), and ***Deliver*** and ***Delivering*** have the corresponding meanings.
- 97. ***Designated Activity*** has the meaning given to it in Exhibit C to the FIT Contract.
- 98. ***Direct Economic Interest*** means, with respect to any Person, an Economic Interest held directly in such Person and not through any other entity, whether through a holding corporation, trust, partnership or otherwise.
- 99. ***Disclosing Party*** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the OPA or the Supplier, as applicable.
- 100. ***Discriminatory Action*** has the meaning given to it in Section 12.1 of the FIT Contract.
- 101. ***Distribution Availability Test*** or ***DAT*** means the process set out in Section 7.5 of the FIT Rules.
- 102. ***Distribution System*** means a system connected to the IESO-Controlled Grid for distributing Electricity at voltages of 50 kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a Distribution System shall be deemed not to include any equipment controlled by the IESO pursuant to the Distribution System Code.
- 103. ***Distribution System Code*** means the “Distribution System Code” established and approved by the OEB, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.

104. **Dollar** or \$ means Canadian dollars and cents, unless otherwise specifically set out to the contrary.
105. **Domestic Content Grid** means Table 1, Table 2, Table 3 or Table 4 set out in Exhibit C to the FIT Contract, as applicable.
106. **Domestic Content Level** has the meaning given to it in Exhibit C to the FIT Contract.
107. **Domestic Content Plan** has the meaning given to it in Section 2.4(d)(iii) of the FIT Contract.
108. **Domestic Content Report** has the meaning given to it in Section 2.11(c) of the FIT Contract.
109. **EcoENERGY for Renewable Power Program** means the ecoENERGY for Renewable Power program of the Government of Canada, or any substantially equivalent program or successor that is implemented by the Government of Canada from time to time.
110. **Economic Interest** means, with respect to any Person other than a Natural Person, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person, by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, membership in a Co-op, or, in the sole and absolute discretion of the OPA, other similar ownership interest.
111. **Education or Health Entity** means a Person that is either a University, School, College, Hospital, or Long-Term Care Home.
112. **Education or Health Host** means an Education or Health Entity that has, in respect of a Project or Facility, granted to the Applicant Access Rights to the Site, and the Education or Health Entity has, in relation to the Site, the following rights, alone or together with one or more other Education or Health Entities:
- (a) a fee simple;
 - (b) the equity of redemption to such real property;
 - (c) a power or right to grant, assign or exercise a power of appointment in respect of such real property;
 - (d) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than twenty-one years; or
 - (e) beneficial rights to possession or occupancy of such real property, for a period of greater than twenty-one years;

and has held such rights continuously commencing not later than the Announcement Date.

113. **Education or Health Participation Level** means the percentage of the total Economic Interest in an Applicant or a Supplier that is held by an Education or Health Entity, provided that and so long as an Applicant or a Supplier, as the case may be, is itself an Education or Health Entity, the applicable Education or Health Participation Level shall be 100%.
114. **Education or Health Participation Project** means a Project or a Facility, as the case may be, for which the Education or Health Participation Level is greater than or equal to 15%.

115. ***Education or Health Participation Project Declaration*** means with respect to a Project or a Facility, a statutory declaration in the Prescribed Form setting out the Education or Health Participation Level of such Project or Facility.
116. ***Electricity*** means electric energy, measured in kWh.
117. ***Electricity Act*** means the *Electricity Act, 1998*, SO 1998, c 15, Sch A.
118. ***Emission Reduction Credits*** means the credits associated with the avoidance or reduction of emissions below the lower of actual historical emissions or regulatory limits, including “emission reduction credits” as defined in O Reg 397/01 made under the *Environmental Protection Act*, RSO 1990, c E.19 or such other regulations as may be promulgated under the *Environmental Protection Act*, RSO 1990, c E.19 or any currently applicable or future Laws and Regulations.
119. ***Environmental Attributes*** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with a Renewable Generating Facility or the output of a Renewable Generating Facility, now or in the future, and the right to quantify and register these with competent authorities, including:
- (a) all right, title, interest and benefit in and to any renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of Electricity from the Facility as a result of the utilization of renewable energy technology;
 - (b) rights to any fungible or non-fungible attributes or entitlements relating to environmental impacts, whether arising from the Facility itself, from the interaction of the Facility with the IESO-Controlled Grid, or a Distribution System, or because of Laws and Regulations or voluntary programs established by Governmental Authorities;
 - (c) any and all rights, title and interest relating to the nature of an energy source (including a Renewable Fuel) as may be defined and awarded through Laws and Regulations or voluntary programs, including all Emission Reduction Credits; and
 - (d) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing which may be available in connection with the Facility,
- but excluding:
- (e) payments under the Government of Canada’s ecoENERGY for Renewable Power Program (or any predecessor or successor program thereto) which may be available in connection with a Renewable Generating Facility;
 - (f) any tax benefit, or other benefit under the Government of Canada’s Canadian Renewable and Conservation Expenses (CRCE) or successor program which may be available in connection with a Renewable Generating Facility; and
 - (g) such other items as the OPA may determine in its sole discretion at any time and from time to time, such excluded items to be posted on the Website and revised periodically.

For greater certainty, in the event that any governmental or non-governmental agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a

registry, trading system, credit, offset or other program relating to Environmental Attributes or their equivalent, the term “Environmental Attributes” as used in the FIT Contract shall include the rights or benefits created or sanctioned under any such program or programs to the extent available as a result of, or arising from, the production of Electricity or Related Products from the Facility.

120. **EPT** means Eastern Prevailing Time.
121. **Event of Default** means an event of default by the Supplier or the OPA.
122. **Exempt Residential Property** means a Residential Property in respect of which a Lawfully Permitted Use is agriculture and residential uses are permitted as ancillary to such agricultural use.
123. **Existing Building** means a building (a) that was in existence and completely constructed on the date that the Applicant first submitted its Application, or (b) in respect of which the OPA has issued a written confirmation that the building will be deemed an Existing Building for the purposes of the definitions of Rooftop Solar Facility and Rooftop Solar Project.
124. **Existing Generating Facility** means an Electricity generating facility and ancillary lands required by such generating facility that is located in Ontario and which (i) was connected to the IESO-Controlled Grid, or a Distribution System prior to March 14, 2009 and (ii) has operated for more than a total of 500 hours in the preceding five years.
125. **Expansion** means an addition of Generating Equipment to:
 - (a) a Renewable Generating Facility; or
 - (b) a proposed Renewable Generating Facility,that is the subject of an existing contract with the OPA or the OEFC, which (i) is not intended to replace any Generating Equipment that operates, or has operated within the past 12 months at such Renewable Generating Facility; (ii) generates Electricity in addition to the Electricity of existing Generating Equipment that operates or operated at such Renewable Generating Facility; and (iii) does not include any of the Electricity generating capacity available from the Renewable Generating Facility or proposed Renewable Generating Facility. For greater certainty, an Expansion shall not include an Upgrade.
126. **External Boundary** means, in respect of a Site located on more than one Property, a Boundary or portion of a Boundary that is not a Boundary between one Property on which such Site is located and another Property on which such Site is also located.
127. **Facility** means the Renewable Generating Facility to be designed, constructed and operated as described on the FIT Contract Cover Page.
128. **Facility Amendment** has the meaning given to it in Section 2.1(b) of the FIT Contract.
129. **Federal Government Incentive Program for Renewable Power** means Federal programs providing tax or other economic incentives for the development of, or investment in, Electricity generating facilities using Renewable Fuels including the EcoENERGY for Renewable Power Program.
130. **Financing Plan** has the meaning given to it in Section 2.4(d)(ii) of the FIT Contract.

131. **FIPPA** means the *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31.
132. **FIPPA Records** has the meaning given to it in Section 7.5 of the FIT Contract.
133. **First Nation Community** means, for the purposes of the FIT Program,
- (a) a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5; or
 - (b) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of the FIT Program to represent the collective interests of a community that is composed of Aboriginal Natural Persons in Ontario, excluding Persons who form a Métis Community.
134. **First Nation CCSA** means an amount of contract capacity (in MW) set aside by the OPA in its discretion and posted on the Website from time to time for First Nation CCSA Projects.
135. **First Nation CCSA Project** means a Project or a Facility, as the case may be, in respect of which;
- (a) the percentage of the total Economic Interest in an Applicant or a Supplier that is held by a First Nation Community is greater than 50%; or
 - (b) the Applicant or Supplier, as the case may be, is a First Nation Community.
136. **First Nation Lands** means, in respect of a particular First Nation Community (the “**Corresponding First Nation Community**”), the following:
- (a) “reserve land” as set out in the *Indian Act*, RSC 1985, c I-5;
 - (b) “designated lands” as set out in the *Indian Act*, RSC 1985, c I-5;
 - (c) “special reserves” as set out in s. 36 of the *Indian Act*, RSC 1985, c I-5;
 - (d) fee simple lands that are held in trust for the benefit of a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5, provided that those lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve lands pursuant to Canada's “Additions to Reserve Policy”;
 - (e) Crown lands or other lands that Canada has agreed to recommend be set apart as reserve for a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5 in settlement of such First Nation's land claim; or
 - (f) lands acquired and held by a First Nation in Ontario that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5 in the exercise of its powers under paragraph 18(2)(a) of the *First Nations Land Management Act*, SC 1999, c 24, provided that such lands are the subject of an application by such First Nation to have Canada set the lands apart as reserve pursuant to Canada's “Additions to Reserve Policy”.
137. **First Period Future Performance Security** has the meaning given to it in Section 5.2(a) of the FIT Contract.
138. **FIT Contract** means the agreement entered into between a Supplier and the OPA in accordance with the FIT Rules, comprised of the FIT Contract Cover Page, the general terms and

conditions, any applicable special terms and conditions, these Standard Definitions, and the other Exhibits that are attached, as amended, restated or replaced from time to time.

- 139. ***FIT Contract Cover Page*** means the front page of the FIT Contract in the Prescribed Form.
- 140. ***FIT Program*** means the Renewable Energy Feed-In Tariff Program established by the OPA pursuant to the FIT Rules and any prior or subsequent version of the FIT Rules.
- 141. ***FIT Project Type*** means either a Small FIT Project or a Large FIT Project.
- 142. ***FIT Rules*** means the rules governing the FIT Program as may be amended in accordance with its terms, from time to time.
- 143. ***FIT Rules, Version 2.1*** has the meaning given to it in Section 1.1 of the FIT Rules.
- 144. ***Force Majeure*** has the meaning given to it in Section 10.3 of the FIT Contract.
- 145. ***Future Contract Related Products*** means all Related Products that relate to the Facility and that were not capable of being traded or sold by the Supplier in the IESO-Administered Markets or other markets on or before the Contract Date.
- 146. ***Generating Equipment*** means equipment used by a Project or a Facility in the generation of Electricity, such as wind turbines, solar (PV) modules, hydroelectric turbines, biomass-fired boilers and generating sets for the combustion of landfill gas, but does not include transformers or other equipment used to transform or transmit such Electricity.
- 147. ***Good Engineering and Operating Practices*** means any of the practices, methods and activities adopted by a significant portion of the North American electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgement by a prudent generator of Electricity in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Laws and Regulations. Good Engineering and Operating Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate acceptable practices, methods, or acts generally accepted in the North American electric utility industry.
- 148. ***Government of Canada*** means Her Majesty the Queen in right of Canada.
- 149. ***Government of Ontario*** means Her Majesty the Queen in right of Ontario.
- 150. ***Governmental Approval*** means approvals, authorizations, consents, permits, grants, licences, privileges, rights, orders, judgments, rulings, directives, ordinances, decrees, registrations and filings issued or granted by Laws and Regulations or by any Governmental Authority.
- 151. ***Governmental Authority*** means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the OPA.

152. **Grid Cell** means an area of Ontario bounded by lines of geographic latitudes and longitudes based on the NAD 83 (CSRS98) datum using increments of 30 seconds of the series 50 degrees 00' 00", 50 degrees 00' 30", 50 degrees 01' 00", and which is referred to by the latitude and longitude of its northeast corner, as determined or modified from time to time by the MNR.
153. **GST** means the goods and services tax eligible pursuant to the *Excise Tax Act*, RSC 1985, c E-15, or any successor thereto, including for greater certainty the "Harmonized Sales Tax".
154. **Hospital** means one of the following entities:
 - (a) a public hospital, in accordance with the *Public Hospitals Act*, RSO 1990, c P.40; or
 - (b) a private hospital, in accordance with the *Private Hospitals Act*, RSO 1990, c P.24.
155. **Host Facility** means a facility which:
 - (a) a Facility would have, or has, an electrical connection through which Electricity is or is proposed to be injected into the Host Facility's electrical system; and
 - (b) is either (i) directly connected to a Distribution System or (ii) connected to the IESO-Controlled Grid directly or through one or more other facilities (which other facility is not, for greater certainty, a Distribution System).
156. **Hourly Delivered Electricity** means the Electricity generated and Delivered (net of Station Service Loads) by a Facility during any hour, provided such Electricity is delivered to the Connection Point and successfully directly injected into a Distribution System or the IESO-Controlled Grid.
157. **Hourly Ontario Energy Price** or **HOEP** has the meaning given to it by the IESO Market Rules or shall mean any replacement thereof or successor thereto.
158. **IE Certificate** means a certificate addressed to the OPA from an Independent Engineer, procured by the Supplier and at the Supplier's sole expense, that complies with the requirements of Section 2.6(a)(iv) of the FIT Contract.
159. **IESO** means the Independent Electricity System Operator of Ontario established under Part II of the *Electricity Act* or its successor.
160. **IESO-Administered Markets** has the meaning given to it by the IESO Market Rules.
161. **IESO-Controlled Grid** has the meaning given to it by the IESO Market Rules.
162. **IESO Market Rules** means the rules made under Section 32 of the *Electricity Act*, together with all market manuals, policies, and guidelines issued by the IESO, as may be amended from time to time.
163. **Impact Assessment** means a Connection Impact Assessment, a System Impact Assessment or a Customer Impact Assessment, as applicable.
164. **including** means including (or includes) without limitation.

165. **Incremental NTP Security** means the amount of Completion and Performance Security specified for each type of Facility in Exhibit A to the FIT Contract and which the Supplier is required to provide to the OPA in accordance with Section 2.4(h) of the FIT Contract.
166. **Incremental Project** means a Facility or a Project that comprises or would comprise an Upgrade or Expansion of: (a) another Renewable Generating Facility; or (b) a proposed Renewable Generating Facility that is the subject of an existing contract with the OPA or OEFC; and that uses the same meter as such other proposed or existing Renewable Generating Facility.
167. **Indemnifiable Loss** has the meaning given to in Section 13.3 of the FIT Contract.
168. **Indemnitees** has the meaning given to it in Section 13.3 of the FIT Contract.
169. **Independent Engineer** is an engineer that is (i) a Professional Engineer duly qualified and licensed to practise engineering in the Province of Ontario; and (ii) employed by an independent engineering firm which holds a certificate of authorization issued by Professional Engineers Ontario that is not affiliated with or directly or indirectly Controlled by the Supplier and that does not have a vested interest in the design, engineering, procurement, construction, metering and/or testing of the Facility.
170. **Indexed Contract Price** means the Contract Price adjusted for increases in CPI pursuant to Exhibit B of the FIT Contract.
171. **Initial Security** means the amount of Completion and Performance Security specified for each type of Facility in Exhibit A to the FIT Contract and which is required to be provided to the OPA upon execution of the FIT Contract in accordance with the instructions in the Offer Notice.
172. **Insolvency Legislation** means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, the *Winding-up and Restructuring Act*, RSC 1985, c W-11 and the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 or any analogous legislation, and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction of such application or competence of such law).
173. **Interest Rate** means the annual rate of interest established by the Royal Bank of Canada or its successor, from time to time, as the interest rate it will charge for demand loans in Dollars to its commercial customers in Canada and which it designates as its "prime rate" based on a year of 365 or 366 days, as applicable. Any change in such prime rate shall be effective automatically on the date such change is announced by the Royal Bank of Canada.
174. **ITA** means the *Income Tax Act*, RSC 1985, c 1 (5th Supp).
175. **kW** means kilowatt and **kWh** means kilowatt-hour.
176. **Landscape Architect** means a "full member" of the Ontario Association of Landscape Architects, as defined by the *Ontario Association of Landscape Architects Act*, 1984, c Pr 12.
177. **Land Use Planner** means a Natural Person who is a member in good standing of the Canadian Institute of Planners and is a registered professional planner in Ontario.
178. **Large FIT Facility** means a Facility that is not a Small FIT Facility.

179. **Large FIT Project** means a Project that is not a Small FIT Project.
180. **Lawfully Permitted Use** means a use permitted by:
- (a) a zoning by-law passed pursuant to Section 34 of the *Planning Act*, RSO 1990, c P.13;
 - (b) in territories without municipal organization, land use control imposed by:
 - (i) a planning board being established and passing zoning by-laws; or
 - (ii) zoning orders made by the Ontario Minister of Municipal Affairs and Housing; or
 - (c) a development permit issued pursuant to a development permit by-law.
181. **Laws and Regulations** means:
- (a) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
 - (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
 - (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority;
 - (d) any requirements under or prescribed by applicable common law;
 - (e) the Retail Settlement Code, the Distribution System Code, the Transmission System Code and any other codes issued by the OEB; and
 - (f) the IESO Market Rules, as well as any manuals or interpretation bulletins issued by the IESO from time to time that are binding on the Supplier.
182. **LDC** means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor”.
183. **LDC Connection Costs** means those Connection Costs associated with those modifications to LDC-owned facilities required to connect the Facility to a Distribution System that only the LDC can perform, and that are payable by the Supplier to the LDC as required by the Distribution System Code.
184. **LDC Portal** means a secure web site maintained by an LDC, either directly or indirectly, that provides a point-of-access for specific authorized users to a facility’s or site’s specific data, such as meter data, or such similar processes and/or application that may be implemented in conjunction with the “Smart Meter Initiative” for the presentment of meter data; and includes any systems or applications that may replace, supplement or succeed any such existing systems or applications.
185. **Local Municipality** means a “local municipality” as defined by the *Municipal Act, 2001*, SO 2001, c 25.

186. ***Long-Term Care Home*** means a “municipal home”, “joint home” or “First Nations home” established under the *Long-Term Care Homes Act, 2007*, SO 2007, c 8.
187. ***Market Participant*** has the meaning given to it by the IESO Market Rules.
188. ***Market Settlement Charges*** means all market settlement amounts and charges described in Chapter 9 of the IESO Market Rules.
189. ***Material Adverse Effect*** means any change (or changes taken together) in, or effect on, the affected Party that materially and adversely affects the ability of such Party to perform its obligations under the FIT Contract or FIT Program.
190. ***Material IESO Market Rule Amendment*** has the meaning given to it in Section 1.7(a) of the FIT Contract.
191. ***Metered Market Participant*** has the meaning given to that term by the IESO Market Rules.
192. ***Metering Plan*** means a document that is provided by the Supplier to the OPA in the Prescribed Form that (i) verifies that the revenue-quality interval meter(s) conform with Laws and Regulations administered by Measurement Canada with respect to such meter(s), and (ii) provides all required information and equipment specifications needed to permit the OPA to remotely access, verify, estimate and edit for calculation purposes and/or total revenue meter readings in order to accurately determine the output of the Facility at the Connection Point net of any Station Service Loads and auxiliary loads.
193. ***Métis CCSA*** means an amount of contract capacity (in MW) set aside by the OPA in its discretion and posted on the Website from time to time for Métis CCSA Projects.
194. ***Métis CCSA Project*** means a Project or a Facility, as the case may be, in respect of which;
- (a) the percentage of the total Economic Interest in an Applicant or a Supplier that is held by a Métis Community is greater than 50%; or
 - (b) the Applicant or Supplier, as the case may be, is a Métis Community.
195. ***Métis Community*** means, for the purposes of the FIT Program:
- (a) the Métis Nation of Ontario or any of its active Chartered Community Councils; or
 - (b) a Person, other than a Natural Person, that is determined by the Government of Ontario for the purposes of the FIT Program to represent the collective interests of a community that is composed of Métis Natural Persons in Ontario.
196. ***Métis Lands*** means real property in respect of which a Métis Community has the following rights, held directly or indirectly:
- (a) a fee simple;
 - (b) the equity of redemption to such real property;
 - (c) a power or right to grant, assign or exercise a power of appointment in respect of such real property;

- (d) a lease to such real property or other right in the nature of an exclusive use to such real property for a period of greater than twenty-one years; or
 - (e) beneficial rights to possession or occupancy of such real property, for a period of greater than twenty-one years.
197. **microFIT Program** means the “microFIT Program” established by the OPA pursuant to the microFIT Rules and any prior or subsequent version of the microFIT Rules.
198. **microFIT Rules** means those rules applicable to proposed Renewable Generating Facilities that are less than or equal to 10 kW in capacity, as set out on the Website.
199. **Milestone Date for Commercial Operation** or **MCOD** means the date set out in Exhibit A to the FIT Contract by which the Facility is required to attain Commercial Operation.
200. **Minimum Required Domestic Content Level** has the meaning given to it in Section 8.4(a) of the FIT Rules.
201. **MNR** means the Ontario Ministry of Natural Resources.
202. **Municipal Council Support Resolution** means, in respect of a Project described in an Application, a resolution in the Prescribed Form of the council or other governing body of the Local Municipality in which such Project is located, in whole or in part, demonstrating the support of the Local Municipality for such Project.
203. **Municipal Council Setback Resolution** means, in respect of a Project described in an Application, a resolution in the Prescribed Form of the council or other governing body of the Local Municipality in which such Project is located, in whole or in part, in force as at the Application Date, that establishes the Setback in respect of such Project, provided such Setback is less than 100 metres and no less than 20 metres.
204. **Municipality** means a municipal corporation as defined by the *Municipal Act, 2001*, SO 2001, c 25.
205. **MVPortal** or **MV-Web** means the internet-based communications interface application for Market Participants supplied by the IESO that allows Market Participants to access physical and financial data for the IESO-Administered Markets, and includes any systems or applications that may replace, supplement or succeed MVPortal or MV-Web.
206. **MW** means megawatt and **MWh** means megawatt-hour.
207. **My FIT Home Page** means a personalized webpage that will be created and will only be accessible to the Applicant through the username and password created by the Applicant at registration.
208. **Natural Person** means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representative.
209. **Network Upgrade Costs** means those costs related to Network Upgrades. For greater certainty, Network Upgrade Costs shall not include Connection Costs.
210. **Network Upgrades** means all additions, improvements and upgrades to the network facilities, as defined by the Distribution System Code and Transmission System Code, for the connection

of the Facility to a Distribution System or Transmission System, as more particularly specified pursuant to the System Impact Assessment, Customer Impact Assessment, Connection Impact Assessment, Distribution System Code and Transmission System Code for generator connections.

- 211. **New Agreement** means a new agreement substantially in the form of the FIT Contract and for the then balance of the Term (had the FIT Contract not been terminated early), which may be entered into with a Secured Lender who is at Arm's Length with the Supplier or with a Person identified by such Secured Lender following an event of default under the Secured Lender's Security Agreement.
- 212. **Non-Project Type** means, in relation to a Project, attributes in respect of which certain Priority Points may be awarded to such Project, being a Project:
 - (a) in relation to which the requisite Municipal Council Support Resolution(s) or Aboriginal Support Resolution(s) has (have) been passed;
 - (b) that would provide a System Benefit;
 - (c) that would evidence Project Readiness; or
 - (d) that has an Education or Health Host,as listed under the heading "Non-Project Type" in Figure 6.1 of the FIT Rules.
- 213. **Non-Rooftop Solar Facility** means a Solar (PV) Facility that is not a Rooftop Solar Facility.
- 214. **Non-Rooftop Solar Project** means a Solar (PV) Project that is not a Rooftop Solar Project.
- 215. **Notice of Decrease** has the meaning given to it in Section 17.3(a) of the FIT Contract.
- 216. **Notice to Proceed** means the notice issued by the OPA that it is prepared to waive its option set out in Section 2.4 of the FIT Contract to terminate such contract.
- 217. **NTP Daily Delay Amount** means the amount specified in Exhibit A to the FIT Contract, expressed in Dollars, representing the daily increase in the Pre-Construction Liability Limit for each day following the issuance of the NTP Deferral Notice until the OPA either issues Notice to Proceed or terminates this Agreement in accordance with Section 2.4(a) of the FIT Contract.
- 218. **NTP Deferral Notice** means the notice of the deferral of the issuance of Notice to Proceed by the OPA pursuant to Section 2.4(g) of the FIT Contract.
- 219. **NTP Delay** has the meaning given to it in Section 2.4(g)(iii) of the FIT Contract.
- 220. **NTP Pre-requisites** has the meaning given to it in Section 2.4(d) of the FIT Contract.
- 221. **NTP Request** means the submission by the Supplier of the Prescribed Form together with the NTP Pre-requisites, by which the Supplier requests that the OPA issue Notice to Proceed.
- 222. **NTP Response Date** means the number of days following the Contract Date that is used to determine the time by which the OPA must respond to a completed NTP Request for a Facility, as specified in Exhibit A to the FIT Contract.

223. **OEB** means the Ontario Energy Board or its successor.
224. **Offer List** has the meaning given to it in Section 8.1 of the FIT Rules.
225. **Offer Notice** has the meaning given to it in Section 8.2(a) of the FIT Rules.
226. **Off-Peak Hour** means any hour that is not an On-Peak Hour.
227. **On-Farm Biogas Facility** means a Facility that is regulated under Part IX.1 of O Reg 267/03 made under the *Nutrient Management Act, 2002*, SO 2002, c 4.
228. **On-Peak Hour** means all hours between and including 11:00:00 and 18:59:59 (at the Site), on Business Days, or such other contiguous eight hour block on Business Days that is designated by the OPA from time to time, and posted on the Website with at least thirty (30) days notice of any such change.
229. **On-Shore Wind** means the Renewable Fuel used by an On-Shore Wind Facility.
230. **On-Shore Wind Facility** means a Facility utilizing wind power where no part of any wind turbine forming part of the Facility's Generating Equipment is located in direct contact with surface water other than in a wetland. For clarity, an On-Shore Wind Facility may not be a Class 5 wind facility within the meaning of O Reg 359/09, "Renewable Energy Approvals under Part V.0.1 of the *Environmental Protection Act*, RSO 1990, c E.19".
231. **Ontario Electricity Financial Corporation** or **OEFC** means the Ontario Electricity Financial Corporation established by the *Electricity Act*.
232. **Ontario Supplier** means a supplier of services, components or subcomponents that is:
- (a) a Natural Person who is Resident in Ontario;
 - (b) a corporation incorporated in Ontario or incorporated federally (Canada) with its registered office located in Ontario, as determined pursuant to the legislation under which such corporation is incorporated;
 - (c) Controlled by a corporation described in paragraph (b) or other Person with a registered office in Ontario, as determined pursuant to the legislation under which such Person is formed or organized; or
 - (d) a partnership with at least one partner who is an Ontario Supplier within the meaning of this definition.
233. **OPA** means the Ontario Power Authority and its successors and assigns.
234. **OPA Event of Default** has the meaning given to it in Section 9.3 of the FIT Contract.
235. **OPA Statement** has the meaning given to it in Section 11.2(g) of the FIT Contract.
236. **Other Facility** has the meaning given to it in Section 6.1(g) of the FIT Contract.
237. **Other Suppliers** means all of the other suppliers that have a FIT Contract or other bilateral arrangements with the OPA similar in nature to the FIT Contract.

238. **Outage** means the removal of equipment from service, unavailability for connection of equipment or temporary de-rating, restriction of use or reduction in performance of equipment for any reason, including to permit the performance of inspections, tests, repairs or maintenance on equipment, which results in a partial or total interruption in the ability of the Facility to make the Contract Capacity available and Deliver the Electricity from the Facility.
239. **Participation Level** means the Aboriginal Participation Level, Community Participation Level, or Education or Health Participation Level (as applicable).
240. **Participation Project** means an Aboriginal Participation Project, Community Participation Project, or Education or Health Participation Project (as applicable).
241. **Party** means, (a) with respect to the FIT Contract, any one of the Supplier and the OPA, and the OPA and the Supplier are collectively referred to as the **Parties**; and (b) with respect to the FIT Rules, any one of the Applicant and the OPA, and the OPA and the Applicant are collectively referred to as the **Parties**.
242. **Payment Date** has the meaning given to it in Section 4.2(c) or 4.3(c) of the FIT Contract, as applicable.
243. **Peak Performance Factor** means 1.35 for all On-Peak Hours and 0.90 for all Off-Peak Hours.
244. **Percentage Escalated** means the percentage of the Contract Price that escalates on the basis of increases in CPI, as set out in the Price Schedule and on the FIT Contract Cover Page.
245. **Person** means a Natural Person, First Nation that is a “band” as defined in the *Indian Act*, RSC 1985, c I-5, co-operative, firm, trust, partnership, limited partnership, company, or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.
246. **Pre-COD Facilities** means the Facility, or the Facility and other generation facilities that are the subject of a FIT Contract or other power purchase agreement with the OPA similar in nature to the FIT Contract, where all such facilities have not achieved commercial operation.
247. **Pre-Construction Development Costs** means those reasonable costs incurred for the development of the Facility, excluding (i) the costs of Generating Equipment, (ii) the Application Fee, (iii) that portion of any costs charged by a Person who does not deal at Arm’s Length with the Supplier that is in excess of the costs that would have been charged had such Person been at Arm’s Length with the Supplier, and (iv) profits, less any grants received pursuant to any government or OPA programs that the Supplier is not obligated to repay. For greater certainty, Pre-Construction Development Costs may include reasonable costs incurred for feasibility studies; obtaining Access Rights; obtaining a Renewable Energy Approval (if applicable); development of business and financial plans; negotiation of contracts relating to equipment procurement, construction and financing; reasonable non-refundable deposits on Generating Equipment; resource assessments; obtaining permits and approvals necessary to commence construction and reasonable overhead expenses allocated to the foregoing.
248. **Pre-Construction Liability Limit** means the amount specified in Exhibit A to the FIT Contract, expressed in Dollars, representing the maximum amount of Pre-Construction Development Costs for which the OPA will indemnify the Supplier in the event that the OPA terminates the FIT Contract pursuant to Section 2.4 of the FIT Contract.

- 249. ***Pre-Existing Applicant*** means an Applicant that submitted to the OPA an Application where such Application was submitted prior to the Announcement Date, or such Applicant's permitted assigns, whether as of right or as duly consented to by the OPA.
- 250. ***Pre-Existing Application*** has the meaning given to it in Section 5.2(a) of the FIT Rules.
- 251. ***Pre-Existing Application Time Stamp*** means, in respect of a Pre-Existing Application, the "Time Stamp" of that Pre-Existing Application as assigned to it under the version of the FIT Rules in effect at the time of submission of such Pre-Existing Application.
- 252. ***Prescribed Form*** means, in relation to a form, the latest version of the corresponding form appearing on the Website, as may be amended or replaced by the OPA from time to time and without notice to the Supplier.
- 253. ***Price Adder*** means an Aboriginal Price Adder (15%-50%), an Aboriginal Price Adder (Over 50%), a Community Price Adder (15%-50%), or a Community Price Adder (Over 50%).
- 254. ***Price Schedule*** means the schedule of prices posted on the Website, established by the OPA from time to time, in its sole and absolute discretion, that will be used to determine the Contract Price, Aboriginal Price Adder (15%-50%), Aboriginal Price Adder (Over 50%), Community Price Adder (15%-50%) and Community Price Adder (Over 50%) for a FIT Contract, differentiated by Renewable Fuel, Contract Capacity and other factors as determined by the OPA.
- 255. ***Primary Contact*** means the Natural Person whose identity and contact information is set out under the heading "Primary Contact Details" in the Application Form, or as otherwise agreed as between the parties in writing, acting reasonably.
- 256. ***Prime Agricultural Areas*** means a Property or Properties included in the definition of a "Prime agricultural area" in the 2005 Provincial Policy Statement issued by the Ontario Ministry of Municipal Affairs and Housing under Section 3 of the Planning Act, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 140/2005.
- 257. ***Principal Use*** means in the case of certain real property the main or primary purpose for which such real property is used.
- 258. ***Prior Contract*** has the meaning given to it in Section 2.1(e) of the FIT Rules.
- 259. ***Priority Points*** has the meaning given to it in Section 6.1(a) of the FIT Rules.
- 260. ***Priority Points Table*** has the meaning given to it in Figure 6.1 of the FIT Rules.
- 261. ***Procurement Targets*** has the meaning set out in Section 1.2 of the FIT Rules.
- 262. ***Professional Engineer*** means a "professional engineer" as defined in the *Professional Engineers Act*, RSO 1990, c P.28.
- 263. ***Project*** means a proposed Renewable Generating Facility described in an Application.
- 264. ***Project Type*** means one of the Project types listed in the first column of Figure 6.1 of the FIT Rules.

265. **Project Readiness** means:

- (a) in the case of a Project that is not a Rooftop Solar Project whose Site is located in whole or in part on First Nation Lands, federal Crown lands, or land in respect of which the title is held by a Person other than a Governmental Authority (that is not a School board), the Applicant holding:
 - (i) title to the Site or a legally enforceable option to acquire title to the Site; or
 - (ii) Site Access Rights that consist of a legally enforceable lease, option to lease or, for Schools, a license, until the expiry of the Term; or
- (b) in the case of a Project that is a Rooftop Solar Project, the Applicant holding:
 - (i) title to the Site or a legally enforceable option to acquire title to the Site; or
 - (ii) Site Access Rights that consist of a legally enforceable lease, option to lease or, for Schools, a license, until the expiry of the Term.

For clarity, in the case of such Rooftop Solar Project, such title or option to acquire title or such Site Access Rights may include title to, or a lease or option to lease, or, for Schools, a license, as applicable, in respect of an Existing Building or a rooftop of an Existing Building.

266. **Property** means a parcel or lot of real property as identified by a Property Identification Number or, in the absence thereof, by another legal description by lot and/or parcel number or similar legal description or by other appropriate description using metes and bounds or GPS coordinates. In the case of provincial Crown lands, **Property** means a Grid Cell.

267. **Property Identification Number** means the property identifier assigned to a property in accordance with the *Registry Act*, RSO 1990, c R.20, s 21(2) or in accordance with the *Land Titles Act* RSO 1990, c L.5, s 141(2).

268. **Property Owner** means, in respect of a Co-op Member, a Natural Person that:

- (a) for the purposes of an Application, as of the date two years prior to the Application Start Date in respect of the Application Period during which such Application is submitted, and at the date of such Application is and continuously has been, the registered owner of real property in a Municipality in which a Project described in such Application is (in whole or in part) located; or
- (b) for the purposes of Section 17.2(i) of the FIT Contract, as of the date two years prior to the date of the certification required thereunder was and as at the date of such certification is and continuously has been, the registered owner of real property in a Municipality in which the Project or Facility is (in whole or in part) located,

(for clarity, in the case of real property, or a Project, located in more than one Municipality, such real property or Project shall be deemed to be located in all such Municipalities for the purposes of this definition).

269. **Proposed Facility** has the meaning set out in Section 6.1(g) of the FIT Contract.

270. **PV** means photovoltaic.

271. **Qualifying Member** means, in respect of a Community Participation Member, a Natural Person who is a Co-op Member and a Property Owner who has provided to the OPA the Co-op Member's name, contact information, address and a certification that the Co-op Member is a Property Owner in respect of a Project or Facility, and the Co-op Member has provided the Co-op Member's consent to the Co-op to disclose such information to the OPA for the purposes of the Application or FIT Contract, as the case may be.
272. **Qualifying Membership Declaration** means a form substantially in the Prescribed Form for a Qualifying Membership Declaration.
273. **Qualifying Percentage** has the meaning given to it in Exhibit C to the FIT Contract.
274. **Receiving Party** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the OPA or the Supplier, as applicable.
275. **Registered Facility** has the meaning given to it in the IESO Market Rules.
276. **Regulatory Environmental Attributes** has the meaning given to it in Section 2.10(c) of the FIT Contract.
277. **Related Products** means all Capacity Products, Ancillary Services, transmission rights and any other products or services that may be provided by the Facility from time to time, excluding Environmental Attributes produced by the Facility and any payments under the ecoENERGY for Renewable Power Program and any Federal Government Incentive Program for Renewable Power, that may be traded or sold in the IESO-Administered Markets or other markets, or otherwise sold, and which shall be deemed to include products and services for which no market may exist, such as capacity reserves.
278. **Renewable Biomass** has the meaning given to "biomass" in O Reg 328/09, made under the *Electricity Act*, as published in *The Ontario Gazette* on September 26, 2009, but may also include supplementary non-renewable fuels other than coal used for start up, combustion, stabilization and low combustion zone temperatures, which shall be no more than ten per cent (10%) of the total fuel heat input in any calendar year for Electricity generation units with a Contract Capacity of 500 kW or less and five per cent (5%) of the total fuel heat input in any calendar year for Electricity generation units with a Contract Capacity of greater than 500 kW.
279. **Renewable Energy Approval** means the approval issued by the Ontario Ministry of the Environment under Section 47.3 of the *Environmental Protection Act*, RSO 1990, c E.19.
280. **Renewable Fuel** means On-Shore Wind, Solar (PV) (Rooftop), Solar (PV) (Non-Rooftop), Renewable Biomass, Biogas, landfill gas or waterpower.
281. **Renewable Generating Facility** means an Electricity generating facility located in Ontario which generates Electricity exclusively from a single Renewable Fuel and delivers that Electricity through its own meter (for clarity, "its own meter" means a meter not used by any other facility) in accordance with all Laws and Regulations to the IESO-Controlled Grid or a Distribution System.
282. **Replacement Provision(s)** has the meaning given to it in Section 1.8 of the FIT Contract.
283. **Representatives** means a Party's directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and those of its Affiliates and the agents and advisors of such Persons, and in respect of the OPA,

includes any Connecting Authority. Prior to any assignment by the OPA, this definition shall also include the Government of Ontario, the IESO and their respective directors, officers, shareholders, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents.

- 284. **Request** has the meaning given to it in Exhibit D of the FIT Contract.
- 285. **Resident** means “ordinarily resident” as that expression has been judicially interpreted for the purposes of the ITA.
- 286. **Residential Cluster** means:
 - (a) a group of five or more contiguously Abutting Residential Properties, where each such Residential Property Abuts at least one other such Residential Property, and where each such Residential Property is no more than two hectares in area; or
 - (b) a Property of any size that has as one of its Lawfully Permitted Uses a building or portion thereof designed to have three or more dwelling units.
- 287. **Residential Property** means a Property on which residential uses are Lawfully Permitted Uses.
- 288. **Resubmitted Application** has the meaning given to it in Section 5.2(a) of the FIT Rules.
- 289. **Retail Settlement Code** means the code established and approved by the OEB, governing the determination of financial settlement costs for Electricity retailers, consumers, distributors and generators.
- 290. **Rooftop Portfolio** means two or more FIT Contracts in respect of two or more Rooftop Solar Facilities whose aggregate Contract Capacity is greater than 15 MW, the Applications in respect of which were duly submitted during the same Application Period by the same Applicant, and designated as such in writing by the OPA in accordance with the procedure set out in Section 2.5(c) of the FIT Contract.
- 291. **Rooftop Solar Facility** means a solar (PV) Renewable Generating Facility that is integrated into or forms part of the wall facing, roof, cover, or other architectural element that forms part of a permanent Existing Building that has been designed to be used for the purpose of providing enclosure, shelter or protection to people or property, provided that one of its main purposes is not to support a solar power installation or to provide shelter from the sun. An Existing Building will be considered to have a main purpose of supporting a solar power installation or providing shelter from the sun where the building or part of that building would not reasonably have been constructed in the absence of the solar (PV) Renewable Generating Facility.
- 292. **Rooftop Solar Project** means a proposed Rooftop Solar Facility.
- 293. **Rural-Residential Lands** means a Property or Properties included in the definition of “Rural area” in the 2005 Provincial Policy Statement issued by the Ontario Ministry of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 140/2005 that, for clarity, excludes Prime Agricultural Areas and Settlement Areas, and on which residential uses and at least one other type of use are permitted by law to be the main or primary purpose for which such Property or Properties may be used.
- 294. **Sales Taxes** means the GST.

295. ***Scheduled Program Review*** has the meaning given to it in Section 11.1(a) of the FIT Rules.
296. ***School*** means a school, secondary school, school board or school authority that is not a “private school” each of which is defined and governed by the *Education Act*, RSO 1990, c E.2.
297. ***Second Period Future Performance Security*** has the meaning given to it in Section 5.2(b) of the FIT Contract.
298. ***Secondary Contact*** means the Natural Person whose identity and contact information is set out under the heading “Secondary Contact Details” in the Application Form, or as otherwise agreed as between the parties in writing, acting reasonably.
299. ***Screening and Setback Certificate*** has the meaning given to it in Section 2.4(d)(vi) of the FIT Contract.
300. ***Screening and Setback Reports*** has the meaning given to it in Section 2.6(a)(vi) of the FIT Contract.
301. ***Secured Lender*** means the lender(s) under a Secured Lender’s Security Agreement.
302. ***Secured Lender’s Security Agreement*** means an agreement or instrument, including a deed of trust or similar instrument securing bonds or debentures, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to:
- (a) all or any part of the Supplier’s Interest granted by the Supplier; or
 - (b) in the case of shares or partnership interests in the capital of the Supplier, a security interest therein granted by the direct owner thereof;
- that is security for any indebtedness, liability or obligation of the Supplier, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.
303. ***Senior Conference*** has the meaning given to it in Section 15.1 of the FIT Contract.
304. ***Setback*** means, in respect of an External Boundary on a Property on which a Site is located, in whole or in part, the shortest horizontal distance between: (i) the Generating Equipment; and (ii) any transformers and inverters located on the Site and such External Boundary.
305. ***Setback Requirements*** has the meaning given to it in Section 1.3 of Exhibit “A”, Type 6A, of the FIT Contract or Section 1.3 of Exhibit “A”, Type 6B, of the FIT Contract, as the case may be.
306. ***Settlement Areas*** means a Property or Properties included in the definition of “Settlement area” in the 2005 Provincial Policy Statement issued by the Ontario Ministry of Municipal Affairs and Housing under Section 3 of the Planning Act, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 140/2005.
307. ***Settlement Period*** has the meaning given to it in Section 4.2(b) or Section 4.3(c) of the FIT Contract, as applicable.
308. ***Site*** means, in respect of a Facility, the real property on, over, in or under which the Facility is, or is to be, situated, as such real property is identified in the Application and in the FIT Contract and which may be located in whole or in part on a Property or multiple Properties,

provided real property on which the Connection Line (but not the rest of the Facility) is located shall be excluded from the “Site”.

- 309. **Site Access Rights** means Access Rights to the Site sufficient to build, operate and maintain the Project and the Facility for the Term.
- 310. **Site-Specific Losses** means Electricity losses due to line resistance, the operation of transformers and switches, and other associated losses of Electricity generated by the Facility which may occur as a result of the difference between the location of the meter and the Connection Point, as determined pursuant to loss factors applied in accordance with the Retail Settlement Code and other applicable regulatory instruments.
- 311. **Small FIT Facility** means a “capacity allocation exempt small embedded generation facility” as defined in the Distribution System Code.
- 312. **Small FIT Project** means a proposed Small FIT Facility.
- 313. **Solar (PV) Facility** means a Rooftop Solar Facility or a Non-Rooftop Solar Facility.
- 314. **Solar (PV) (Non-Rooftop)** means the renewable fuel used by a Non-Rooftop Solar Facility.
- 315. **Solar (PV) Project** means proposed Solar (PV) Facility.
- 316. **Solar (PV) (Rooftop)** means the renewable fuel used by a Rooftop Solar Facility.
- 317. **Special Purpose Entity** means a Person other than a natural Person that at any time directly or indirectly owns the Facility whose special or sole purpose is the ownership, direct or indirect, of Pre-COD Facilities. The special purpose of a Person shall not be considered to be the ownership, direct or indirect, of Pre-COD Facilities where, at such time, the total nameplate capacity of,
 - (a) all Pre-COD Facilities owned, directly or indirectly, by such Person multiplied by the per cent equity interest that such Person holds in each such Pre-COD Facility,is less than 25% of the total nameplate capacity of,
 - (b) all Electricity generating facilities that have reached commercial operation and continue in operation owned, directly or indirectly, by such Person, multiplied by the per cent equity interest that such Person holds in each such Electricity generating facility.
- 318. **Specialty Crop Areas** has the meaning given to it in the 2005 Provincial Policy Statement issued by the Ontario Ministry of Municipal Affairs and Housing under Section 3 of the *Planning Act*, RSO 1990, c P.13 as approved by the Lieutenant Governor in Council via Order in Council No. 140/2005, as amended or replaced from time to time.
- 319. **Standard Definitions** means these definitions which are applicable and appended to the FIT Rules and the FIT Contract.
- 320. **Standard Offer Contract** means a contract issued in connection with a program offered by the OPA in which Electricity generating facilities that qualify under specified program rules are offered a standard form of agreement with the OPA for the development and/or operation of a generating facility, or any other program that the OPA may so designate at its sole and absolute discretion, as each such program may be amended from time to time.

321. **Statement** has the meaning given to it in Section 4.2(b) or 4.3(c) of the FIT Contract, as applicable.
322. **Station Service Loads** means the Electricity used for excitation and on-site maintenance and operation of power generation facilities, including auxiliary facilities, but excludes energy consumed in association with activities which could be ceased or moved to other locations without impeding the normal and safe operation of the Facility.
323. **Stop Work Direction** means a direction from the OPA to the Supplier to refrain from commencing, or allowing any third party to commence, and to cease, or cause any third party to cease, the development, construction and operation of the Facility or any part thereof.
324. **Supplier** means the Person identified as the supplier on the FIT Contract Cover Page, and, as applicable, its heirs, estate trustees, personal and legal representatives, successors and permitted assigns.
325. **Supplier Event of Default** has the meaning given to it in Section 9.1 of the FIT Contract.
326. **Supplier's Economics** means the net present value of the revenues from the Hourly Delivered Electricity and Related Products in respect of the Facility that are reasonably forecast to be earned by a Supplier, net of any costs that such Supplier would reasonably be expected to incur in respect of the Facility, and taking into account any Commercially Reasonable Efforts the Supplier is reasonably expected to take to mitigate the effect of any IESO Market Rule amendments or Discriminatory Actions, such as by mitigating operating expenses and normal capital expenditures of the business of the generation and delivery of the Hourly Delivered Electricity and Related Products in respect of the Facility.
327. **Supplier's Interest** means the right, title and interest of the Supplier in or to the Facility and the FIT Contract or any benefit or advantage of any of the foregoing.
328. **Supplier's Network Upgrade Costs** means those Network Upgrade Costs that are payable by the Supplier to the Transmitter as required by the Transmission System Code.
329. **Supporting Documentation** means in respect of a Project:
- (a) for an Education or Health Entity, an Education or Health Participation Project Declaration;
 - (b) for a Community Investment Member, a Community Participation Project Declaration; or
 - (c) for an Aboriginal Community, an Aboriginal Participation Project Declaration.
330. **System Benefit** means a benefit to the Ontario electricity system by virtue of a Project in respect of which its proposed Renewable Fuel is waterpower, Renewable Biomass, landfill gas or Biogas, or a Project being a proposed On-Farm Biogas Facility.
331. **System Impact Assessment** means a study conducted by the IESO pursuant to Section 6.1.5 of Chapter 4 of the IESO Market Rules, to assess the impact of a new connection of a Facility or of the modification of an existing connection of a Facility on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.
332. **Taxes** means all ad valorem, property, occupation, severance, production, governmental charges, utility, gross production, gross receipts, GST, value-added, sales, stamp, use, excise,

levies, countervailing, anti-dumping and special import measures, imposts, duties including customs' duties, fees, withholdings, assessments, premiums, deductions, taxes based on profits, net income or net worth and any other taxes or charges whatsoever, whether directly or indirectly imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto.

- 333. **Term** has the meaning given to it in Section 8.1(b) of the FIT Contract.
- 334. **Terminate** means, with respect to an Application, the termination, rejection, discharge and release of the Application and all rights of the Applicant (if any), and all obligations of the OPA (if any) to the Applicant, in respect of or arising out of the Application, including Time Stamp, Priority Points and ranking.
- 335. **Termination Date** means the date on which the FIT Contract terminates as a result of an early termination of the FIT Contract in accordance with its provisions.
- 336. **Time Stamp** means:
 - (a) for an Application other than a Pre-Existing Application, the official record of the date and time that such Application is received by the OPA; and
 - (b) for a Pre-Existing Application, the official record of the date and time that the corresponding Resubmitted Application is received by the OPA.
- 337. **Total Contract Price** or **TCP** means the Contract Price plus any Aboriginal Price Adder and Community Price Adder, as applicable.
- 338. **Transmission Availability Test** or **TAT** means the process set out in Section 7.4 of the FIT Rules.
- 339. **Transmission System** means a system for conveying Electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other things used for that purpose.
- 340. **Transmission System Code** means the "Transmission System Code" established and approved by the OEB, which, among other things, establishes the obligations of a Transmitter with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for the IESO-Controlled Grid.
- 341. **Transmitter** means a Person licensed as a "transmitter" by the OEB in connection with a Transmission System.
- 342. **Transmitter Connection Costs** means those Connection Costs associated with those modifications to Transmitter-owned facilities required to connect the Facility to a Transmission System that only the Transmitter can perform, and that are payable by the Supplier to the Transmitter as required by the Transmission System Code.
- 343. **University** means one of the following universities: Algoma University, Brock University, Carleton University, College of the Dominican or Friar Preachers of Ottawa, University of Guelph, Lakehead University, Laurentian University, McMaster University, Nipissing University, Ontario College of Art & Design University, University of Ontario Institute of Technology, University of Ottawa, Queen's University, Royal Military College of Canada, Ryerson University, University of Toronto, Trent University, University of Waterloo,

University of Western Ontario, Wilfrid Laurier University, University of Windsor, or York University.

- 344. **Upgrade** means the refurbishment or replacement of Generating Equipment at a Renewable Generating Facility or a proposed Renewable Generating Facility that is the subject of an existing contract with the OPA or OEFC with equipment which provides better or improved performance, but which does not constitute an Expansion.
- 345. **Visual Screening Requirements** means, commencing on or before the Commercial Operation Date and during the Term, the requirements contained in the document entitled “Feed-in Tariff (FIT 2) Visual Screening Requirements for Non-Rooftop Solar Facilities” as posted on the Website from time to time, and in force or applicable as at the Contract Date and attached to the FIT Contract as Exhibit E.
- 346. **Waterpower Declaration** means a declaration in the Prescribed Form setting out the ownership status of any lands associated with proposed water power Projects, including the beds and banks of water bodies.
- 347. **Waterpower Rights** means, with respect to a Facility utilizing waterpower for its Renewable Fuel, (i) any “Waterpower Lease” or “Licence of Occupation” entered into with Her Majesty the Queen in right of Ontario, as represented by the Ministry of Natural Resources (ii) any “Federal Licence” entered into with Her Majesty the Queen in right of Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency, or (iii) any substantially equivalent Governmental Approval.
- 348. **Waterpower Site Number** means the five character MNR identifier of a waterpower Project or Facility as set by the MNR and as noted on its “Renewable Energy Atlas” website located at http://www.lio.ontario.ca/imf-ows/imf.jsp?site=renew_en.
- 349. **Website** means the OPA’s Renewable Energy Feed-In Tariff Program website at “http://fit.powerauthority.on.ca” or such other website as the OPA shall designate from time to time.