



FEED-IN TARIFF PROGRAM

Notice To Proceed Instructions *Version 1.1*

September 27, 2010

© Ontario Power Authority, 2010

This Notice To Proceed Instructions for the Feed-in Tariff Program (the "Program") is provided only to assist you by giving you a general indication of the process for registering to the Program. Please note that this Notice to Proceed Instructions does not contain the full details of the Program, and is not binding on the OPA.

Further, the OPA may change, modify, amend or update the Program at any time and without notice. While the OPA will endeavour to keep the Notice To Proceed Instructions current, the OPA cannot guarantee its accuracy or completeness.

Please refer to the FIT Contract and FIT Rules for the most up-to-date and binding terms and conditions.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION	1
1.1 Purpose.....	1
1.2 How to use this document.....	1
SECTION 2: NOTICE TO PROCEED REQUEST	2
2.1 What is a Notice to Proceed?	2
2.2. Submitting a Notice to Proceed Request	2
SECTION 3: NOTICE TO PROCEED PREREQUISITES	3
3.1 Financing Plan	3
3.2 Impact Assessments	4
3.3 Renewable Energy Approval	5
3.4 Domestic Content Plan	6
3.5 Incomplete Documents	8
SECTION 4: TIMING AND DEADLINES	9
4.1 Submission Due Date of NTP Request.....	9
4.2 NTP Response Date	9
SECTION 5: INCREMENTAL NOTICE TO PROCEED SECURITY	11
5.1 Requirements for the Incremental NTP Security – Due Date and Amount.....	11
5.2 Acceptable forms	11
SECTION 6: NOTICE TO PROCEED DEFERRAL NOTICE	12
6.1 What is an NTP Deferral Notice?	12
APPENDIX A – NTP REQUEST	13
APPENDIX B – FINANCING PLAN	14
APPENDIX C – DOMESTIC CONTENT PLAN	15
APPENDIX D – LETTER OF CREDIT FORM	21
APPENDIX E – NTP DEFERRAL NOTICE	23
APPENDIX F - HELPFUL CONTACTS	24

SECTION 1: INTRODUCTION

1.1 Purpose

The purpose of this document is to provide you with step-by-step instructions on how to execute a Notice to Proceed (“NTP”) request (“NTP Request”). The applicable Prescribed Forms are included in the Appendix.

1.2 How to use this document

This document has been prepared on the assumption that you have read and understood the FIT Rules and FIT Contract (“Contract”).

Should you require additional information on the FIT Program, FIT Rules and FIT Contract, please visit the FIT Program website (<http://fit.powerauthority.on.ca/>).

All capitalized terms in this document have the meanings given to them in Appendix 1 – Standard Definitions of the Contract or the FIT Rules, as applicable, unless defined otherwise in this document.

1.3 Disclaimer

This document is a guidance document only and it does not amend the Contract in any way. The Contract shall prevail in the event of a discrepancy between this document and the Contract. Nothing in this document shall be binding on the OPA.

SECTION 2: NOTICE TO PROCEED REQUEST

2.1 What is a Notice to Proceed?

The NTP is intended to provide you with the confirmation you need to begin building your Project. When the OPA issues an NTP, it is indicating that it has reasonable confidence that your Project has secured proper financing, you have completed the necessary Impact Assessments within the required timeframe provided for in the Contract, you have received environmental approvals, if applicable, and you have provided sufficient evidence that you are capable of meeting the Domestic Content Level requirements applicable to your Project.

You may submit an NTP Request to the OPA as soon as you are able to submit evidence that the NTP Pre-requisites have been met.

2.2. Submitting a Notice to Proceed Request

Once you have met the NTP Pre-requisites outlined in Article 2.4(b) of the Contract, you may request an NTP by providing the OPA with the NTP Request in the Prescribed Form (Appendix A) along with the accompanying NTP Pre-requisite documentation.

You must provide the OPA with both (1) a hardcopy and (2) an electronic copy, in PDF format, of the NTP Request in the Prescribed Form. The electronic copy must be emailed to FIT.contract@powerauthority.on.ca. The hardcopy must be delivered to:

Ontario Power Authority
120 Adelaide Street West, Suite 1600
Toronto ON M5H 1T1
ATTENTION: Manager, FIT Contracts

All of the Prescribed Forms necessary for the submission of a complete Notice to Proceed Request are available in writable PDF format in the Program Resources section of the FIT website: www.fit.powerauthority.on.ca.

SECTION 3: NOTICE TO PROCEED PREREQUISITES

You may request a Notice to Proceed from the OPA once you have completed the NTP Pre-requisites. The NTP Pre-requisites are enumerated in the Contract, and include, without limitation (i) a Financing Plan, (ii) Impact Assessments, (iii) a Renewable Energy Approval (if applicable) and any other equivalent environmental and site plan approvals or permits necessary to commence construction of the Contract Facility and, if your Project is a wind Project or solar (PV) Project, (iv) a Domestic Content Plan.

3.1 Financing Plan

You must submit a Financing Plan describing how you will fund the cost of developing your Project. The Financing Plan must list all sources and forms of equity or debt financing for the development of your Project and include a signed commitment letter(s) from sources of financing collectively representing at least 50 percent (50%) of your expected development costs. The letter(s) must include an agreement in principle to provide the necessary financing. The commitment(s) may be conditional on issuance of the NTP. If your Project is financed entirely by you, rather than the above-mentioned commitment letter, you must submit evidence that demonstrates that you have sufficient funding for the Project.

The Prescribed Form for the Financing Plan to be included as part of your NTP Request is found in Appendix B of this guide. The Prescribed Form is also available in writable PDF format in the Program Resources section of the FIT website:
www.fit.powerauthority.on.ca.

3.2 Impact Assessments

You have been assigned a unique time window, namely the time between the Impact Assessment Priority Start Time and the Impact Assessment Priority Stop Time, during which to apply for your Impact Assessment. Facilities that are not Capacity Allocation Exempt are not permitted to apply for an Impact Assessment prior to the Impact Assessment Priority Start Time identified on your FIT Contract Cover Page.

The Impact Assessment will assess the impact of your Project on the IESO-Controlled Grid, as well as provide the OPA with specific details of the cost, length of time and requirements for connecting your Project.

Each Project will have a Connection Point to which it delivers the electricity it generates. The location of this Connection Point determines which type of Impact Assessment is required for the Project.

There are three types of Impact Assessments.

- For a Facility to be connected to the Distribution System that is greater than 10 kW, a **Connection Impact Assessment** is required and must be conducted by your local distribution company (“LDC”). The Connection Impact Assessment determines the impact on the Distribution System of connecting your Project to the Connection Point.
- For a Facility to be connected to the Transmission System, a **Customer Impact Assessment** is required and must be conducted by a Transmitter. The Customer Impact Assessment determines the impact the connection of your Project will have on other users of the IESO-Controlled Grid.
- In addition, for a Facility to be connected to the Transmission System, a **System Impact Assessment** is required and must be conducted by the IESO. The System Impact Assessment determines the impact of the connection of your Project on the performance of the IESO-Controlled Grid and the reliability of the integrated power system.

Your NTP Request must include copies of each of the above Impact Assessments, as applicable to your Project. Projects which are not Capacity Allocation Exempt Facilities must also submit proof that the Impact Assessments were submitted after the Impact Assessment Priority Start Time, as outlined in the Contract Cover Page. For example, you can provide a copy of the electronic submission of the Impact Assessments showing the date each was submitted.

3.3 Renewable Energy Approval

The environmental approval required for renewable energy projects is called the Renewable Energy Approval (REA). The REA is regulated by the Ministry of the Environment and the Ministry of Natural Resources. To obtain an REA, your Project must meet certain requirements, including but not limited to (i) provincial setback and noise standards, (ii) environmental impact studies and (iii) consultation with the public, municipalities and Aboriginal communities.

Preparing your submission and completing your public consultation will take time and effort. You are encouraged to begin this process early on in the development of your Project.

The Ministry of the Environment's website (<http://www.ene.gov.on.ca/en/business/green-energy/>) provides a comprehensive guide entitled the "Renewable Energy Approval Guide" for navigating the provincial approval process for renewable energy projects.

The Renewable Energy Facilitation Office (http://www.mei.gov.on.ca/en/energy/renewable/index.php?page=refo_about) can also help you with this process by:

- Providing access to information;
- Connecting you with the right resources at the appropriate ministries, agencies and governments;
- Setting up a coordinated scoping meeting to discuss your Project's requirements.

Please consult with the Ministry of the Environment, Ministry of Natural Resources and the Renewable Energy Facilitation Office to ensure the effective completion of the Renewable Energy Approval component of your NTP Request.

Please note that certain projects may be exempt from the requirement to receive an REA. In addition, depending on its size, type and location, your Project may be subject to other regulatory approval(s), in addition to or instead of an REA, through the Ministry of the Environment and/or Ministry of Natural Resources or otherwise. To the extent that your Project requires equivalent other environmental and site plan approvals or permits, which are necessary for the construction of the Contract Facility to commence, you will be required to submit copies of these permits or approvals to the OPA with your NTP Request.

3.4 Domestic Content Plan

If your Project is a wind or solar (PV) Project, the FIT Contract requires you to include a minimum amount of goods and services from Ontario in the construction and development of your Project, as per Exhibit D of the FIT Contract. As part of your NTP Request, you will be required to submit a Domestic Content Plan in the Prescribed Form that demonstrates how you intend to meet these requirements.

The Minimum Required Domestic Content Level (MRDCL) is determined in relation to the Milestone Date for Commercial Operation of your Project as of the Contract Date, regardless of whether the actual Commercial Operation date falls on the Milestone Date for Commercial Operation. The minimum requirements are set out in the table below.

Wind Projects

Minimum Required Domestic Content Level	Milestone Date for Commercial Operation
25 percent	Prior to Jan 01, 2012
50 percent	On/After Jan 01, 2012

Solar (PV) Projects

Minimum Required Domestic Content Level	Milestone Date for Commercial Operation
50 percent	Prior to Jan 01, 2011
60 percent	On/After Jan 01, 2011

Though you are required to meet the MRDCL at all times prior to reaching Commercial Operation, the OPA acknowledges that the particular details contained in the Domestic Content Plan may be subject to change between the time you submit your NTP Request and the time you reach Commercial Operation. The OPA encourages you to resubmit the Domestic Content Plan for review in the event that the details of the Domestic Content Plan change prior to Commercial Operation, as it will provide both you and the OPA with comfort that such changes will not affect your compliance with the MRDCL under the Contract.

Nonetheless, the Domestic Content Plan is intended to give the OPA some reasonable certainty that your project will meet the Domestic Content requirements. In support of these assertions, you will be required to attach any sort of substantiating documentation to evidence the information contained in the Domestic Content Plan and any further information requested by the OPA.

Your Domestic Content Plan must demonstrate how you will achieve the MRDCL, including what steps you will take to ensure that third parties providing equipment, materials, or services provide the equipment, materials or services that you have provided for in your Domestic Content Plan and are required to be met by you in accordance with Exhibit D of the Contract.

You should include the following information in your Domestic Content Plan:

- Acknowledge that you are responsible for meeting the MRDCL as per the FIT Contract.
- Attach documentation from the manufacturers, service and materials suppliers, and sub-contractors that evidences their contractual commitment to you that the work performed under a particular Designated Activity will conform to the requirements set out in Exhibit D of the FIT Contract.
- Where available, provide details of where you plan to procure Ontario-based goods or services when claiming percentage points for each of the Designated Activities.
- If you are claiming a percentage in your Domestic Content Plan that would require on-site labour hours or consulting services performed by Residents of Ontario, then your Domestic Content Plan must provide the estimated total number of hours spent on each activity and the total number of hours spent by Residents of Ontario on each activity. The Supplier must confirm that it will retain records, such as employee or contractor timesheets, to substantiate their claim.
- Affirm that you will retain all the necessary records and documents to substantiate your claim of each Designated Activity, such as labour records, consultant's timesheets, officer's certificates, certificates of origin, etc.

If you are seeking debt or equity financing, and the lenders for your Project require a commitment letter from the OPA with regards to the Supplier's ability to meet the MRDCL under the Domestic Content Plan, please indicate this in writing when you make your NTP Request.

Based on the strength of the submitted Domestic Content Plan, the OPA may, in its sole discretion, agree to issue a letter which will be binding on the OPA. The letter will confirm that, if the Supplier follows the Domestic Content Plan as presented to the OPA as of the date of the letter, the Supplier will meet the MRDCL requirement under the Contract. You will still be required to submit a Domestic Content Report after your Contract Facility has achieved Commercial Operation to demonstrate that you have, in fact, executed your plan to meet the MRDCL as presented to the OPA in the Domestic Content Plan.

The Prescribed Form for the Domestic Content Plan to be included as part of your NTP Request is found in Appendix C of this guide, also available in writable PDF format in the Program Resources Section the FIT website: www.fit.powerauthority.on.ca.

3.5 Incomplete Documents

If the OPA determines, in its sole discretion, that (i) your NTP Request is lacking one or more of the NTP Pre-requisites, (ii) the documentation provided is unclear, (iii) is not in the Prescribed Form, or (iv) is otherwise incomplete, you will be notified of such deficiencies, by the Contract Analyst administering your Contract, within 20 Business Days following the OPA's receipt of your NTP Request.

The OPA will not process your NTP Request until we receive the clarifications or missing information related to your NTP Request.

SECTION 4: TIMING AND DEADLINES

4.1 Submission Due Date of NTP Request

For Capacity Allocation Exempt Facilities, a completed NTP Request must be provided to the OPA no later than the Milestone Date for Commercial Operation.

If your Project is not a Capacity Allocation Exempt Facility, you must submit your completed NTP Request to the OPA no later than six (6) months prior to the Milestone Date for Commercial Operation for your Project.

4.2 NTP Response Date

The NTP Response Date is the timeline by which the OPA must respond to your NTP Request.

Your NTP Response Date depends on the specifics of your project:

- (a) For those projects that **did not** accelerate the Milestone Date for Commercial Operation, the OPA will respond to your NTP Request by the later of the following:
 - i. The NTP Response Date, as stipulated in Article 1.2(b) of Exhibit A of the FIT Contract;
 - or
 - ii. 20 Business Days following the OPA's receipt your completed NTP Request.
- (b) For Launch Applications which are Capacity Allocation Exempt Facilities and where the Milestone Date for Commercial Operation for those Applications have been accelerated, the OPA will respond to your NTP Request 20 Business Days following the OPA's receipt of your completed NTP Request
- (c) For Launch Applications that are not Capacity Allocation Exempt and were awarded COD Acceleration Days, the NTP Response Date will be the later of:
 - i. Pursuant to Article 1.1(b) of Exhibit C of the FIT Rules or Schedule 2, the sum of (A) the number of days that the NTP Response Date follows the Contract Date, minus (B) the number of awarded COD Acceleration Days, provided that where the sum is less than zero, the sum will be deemed to be zero;

or

- ii. 20 Business Days following the OPA's receipt of your completed NTP Request

Upon review of your completed NTP Request, the OPA will (i) issue an NTP, (ii) deliver an NTP Deferral Notice, or (iii) terminate the FIT Contract.

SECTION 5: INCREMENTAL NOTICE TO PROCEED SECURITY

5.1 Requirements for the Incremental NTP Security – Due Date and Amount

You will be required to submit the Incremental NTP Security within 30 days of receiving your Notice to Proceed from the OPA. The Incremental NTP Security is an amount of Completion and Performance Security provided to the OPA in addition to the Initial Security provided by you to the OPA when you executed the Contract. It is due within 30 days of receiving your Notice to Proceed.

The amount of the Incremental NTP Security is determined on a sliding scale by project size and type as follows:

- \$25 per kilowatt of contract capacity for solar PV projects
- \$10 per kilowatt of contract capacity for other projects
- \$5 per kilowatt of contract capacity for Aboriginal or community projects with greater than or equal to 50 percent participation levels (individually or combined)

5.2 Acceptable forms

The security must be in one of the following forms:

- Certified cheque
- Bank draft
- Irrevocable and unconditional standby letter of credit issued by a financial institution listed in either Schedule I or II if the *Bank Act* (Canada), or such other financial institution having a minimum credit rating of the following:
 - i. A- with S&P
 - ii. A3 with Moody's
 - iii. A low with DRBS
 - iv. A with Fitch IBCA

The Incremental NTP Security in the form of a Letter of Credit must be submitted in the form referenced in Exhibit C of the FIT Contract, also included as Appendix D of this guide.

The OPA strongly encourages all successful applicants who are submitting Incremental NTP Security in the form of a Letter of Credit to submit a ***draft*** Letter of Credit for initial review to FIT.contract@powerauthority.on.ca. Please reference your FIT Contract Identification Number (for example: F-123456-SPV-130-502) in the subject line of your email message. Once you declare Commercial Operation, the Initial and Incremental NTP Security will, in the case of a certified cheque or bank drafts, be returned to you in the same form provided to the OPA. Letters of Credit provided to the OPA as Completion and Performance Security will be returned to the issuing financial institution for cancellation.

SECTION 6: NOTICE TO PROCEED DEFERRAL NOTICE

6.1 What is an NTP Deferral Notice?

For Projects that are not Capacity Allocation Exempt, if the OPA determines that your NTP Request is complete, the assumptions used in the Transmission Availability Test and Economic Connection Test will require verification by the OPA. It is possible that planned transmission capacity is not on schedule for completion or that the actual cost to connect is more than was planned for in the Economic Connection Test. In such cases, the OPA may terminate the FIT Contract or, for projects that are not an Automatic NTP Facility, the OPA may decide to defer the NTP in accordance with the Contract.

If the OPA decides to defer the NTP, it will issue an NTP Deferral Notice to you, the form of which is found in Appendix E of this guide. Once the NTP Deferral Notice is issued, your Pre-Construction Liability Limit will increase by the NTP Daily Delay Amount (provided for in Exhibit A of your FIT Contract) on a day-for-day basis until the OPA either issues the NTP or terminates the FIT Contract. Likewise, your Milestone Date for Commercial Operation will be extended on a day-for-day basis based on the number of days following the Delivery of the NTP Deferral Notice up to and including the day on which the Notice to Proceed is issued. The OPA must issue an NTP or terminate the FIT Contract in accordance with section 2.4(a) no later than 365 days after it has delivered an NTP Deferral Notice to a Supplier.

APPENDIX A – NTP REQUEST



120 Adelaide Street West
 Suite 1600
 Toronto, Ontario M5H 1T1
 T 416-967-7474
 F 416-967-1947
 www.powerauthority.on.ca

**FIT CONTRACT
 FORM OF NOTICE TO PROCEED REQUEST**

OPACM-FORM--NTP Request (2010-04)

**SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO
 FIT.Contract@powerauthority.on.ca**

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

Date		
Legal name of Supplier		
Name of Contract Facility		
Contract identification #	(the FIT “Contract”)	
Milestone Date for Commercial Operation		
Automatic NTP Facility	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Capacity Allocation Exempt Facility	<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Supplier is submitting the following NTP Pre-requisites in support of this NTP Request pursuant to the requirements of Section 2.4(b) of the Contract:

Renewable Energy Approval	<input type="checkbox"/> Applicable and Attached	<input type="checkbox"/> Not Applicable	
Financing Plan	<input type="checkbox"/> Attached		
Domestic Content Plan	<input type="checkbox"/> Attached	<input type="checkbox"/> Not Applicable	
Impact Assessments	<input type="checkbox"/> System Impact Assessment Attached	<input type="checkbox"/> Customer Impact Assessment Attached	<input type="checkbox"/> Connection Impact Assessment Attached

The Supplier represents to the OPA that all the statements, data, approvals, consents, and information set out in this NTP Request are complete and accurate in all material respects, and there is no material information omitted from this NTP Request that makes the information contained herein misleading or inaccurate
 The Supplier is providing the OPA with both (1) a hardcopy and (2) an electronic copy, in PDF format, of the NTP Request in the Prescribed Form.

Signed this _____ day of _____.

Per: _____
 Name:
 Title:

APPENDIX B – FINANCING PLAN



120 Adelaide Street West
 Suite 1600
 Toronto, Ontario M5H 1T1
 T 416-967-7474
 F 416-967-1947
 www.powerauthority.on.ca

**FIT CONTRACT
 FORM OF FINANCING PLAN**

OPACM-FIT-FORM-011 (2010-03)

SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO
 FIT.Contract@powerauthority.on.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

Date	
Legal name of Supplier	
Name of Contract Facility	
Contract identification #	(the "FIT Contract")

The Supplier is submitting the following financing information in support of its Notice To Proceed Request pursuant to the requirements of Section 2.4 (b)(ii) of the Contract:

Estimated total development costs		
Description of the sources of equity funding		
Description of the sources of debt financing		
Commitment letters attached	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Proof of sufficient funds attached	<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Supplier represents to the OPA that all the statements, data, and information set out in this Financing Plan are complete and accurate in all material respects, and there is no material information omitted from this Financing Plan that makes the information contained herein misleading or inaccurate.

Signed this [Day] day of [Month, Year] .

[Legal Name of the Supplier]

Per: _____
 Name: [Name]
 Title: [Title]

APPENDIX C – DOMESTIC CONTENT PLAN



120 Adelaide Street West
 Suite 1600
 Toronto, Ontario M5H 1T1
 T 416-967-7474
 F 416-967-1947
 www.powerauthority.on.ca

**FIT CONTRACT
 FORM OF DOMESTIC CONTENT PLAN**

OPACM-FORM-DOMESTIC CONTENT PLAN (2010-04)

Submit By E-mail (pdf with signature) To
 FIT.Contract@powerauthority.on.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

Date	
Legal name of Supplier	
Name of Contract Facility	
Contract identification #	the "FIT Contract"
Renewable Fuel	
Contract Capacity	
Minimum Required Domestic Content Level	
Milestone Date for Commercial Operation	

The Supplier is submitting the attached completed table indicating which Designated Activities will be undertaken to satisfy the Minimum Required Domestic Content Level pursuant to the requirements of Section 2.2 (f) of the Contract. The Supplier is attaching substantiation in support of these Designated Activities for this Domestic Content Plan.

The Supplier represents to the OPA that all the statements, assertions, data, and information set out in this Domestic Content Plan are complete and accurate in all material respects, and there is no material information omitted from this Domestic Content Plan that makes the information contained herein misleading or inaccurate.

Signed this _____ day of _____.

Per: _____
 Name:
 Title:

Table 1: Domestic Content Grid – Wind Power Projects Greater than 10 kW

Designated Activity	Qualifying Percentage	Yes/No
1. Wind turbine blades cast in a mould in Ontario, and instrumentation that is within the blades has been assembled in Ontario.	16%	
2. Pitch system, where the gear wheels for the pitch system have been cut, carburized and ground in Ontario, and where the pitch system has been assembled and tested in Ontario.	3%	
3. Yaw system where the gear wheels for the yaw system have been cut, carburized and ground in Ontario, and where the yaw system has been assembled and tested in Ontario.	7%	
4. Hub and hub casing, where the hub has been entirely machined in Ontario, i.e. without any pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	2%	
5. Gearbox where gear wheels have been cut, carburized and ground in Ontario, and where the gearbox has been assembled and tested in Ontario. For greater certainty, the gearbox refers to the mechanism that increases the speed of rotation of the generator's shaft. Other gearboxes that are in or form part of another component, e.g. in the yaw system, are included as part of the Designated Activity relating to such other component, as applicable.	11%	
6. Generator and brake, where the generator has been assembled and tested in Ontario. The generator is made up of a rotor, stator, rotor bearings and structures that hold the bearings and stator. For a generator that does not form an integral part of the nacelle, the generator includes the encapsulation of the foregoing components. The manufacturing of the generator must have also included the cutting and assembly of the stator and rotor plates in addition to their winding in Ontario. If the generator uses permanent magnets, these must be installed in Ontario.	3%	
7. Heat exchanger has been assembled and tested in Ontario.	1%	
8. Drive shaft has been entirely machined in Ontario, i.e. without any other pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	1%	
9. Power converter where the assembly, final wiring and testing has been done in Ontario.	5%	

Designated Activity	Qualifying Percentage	Yes/No
10. Towers that have been physically formed and shaped from steel plates, in Ontario. The steel plates used to manufacture the towers must not have been machined outside Ontario, i.e. they must not have been rolled, bent or welded outside Ontario.	4%	
11. All steel that was formed and shaped into the towers was processed into steel plates in a steel mill in Ontario.	9%	
12. Control panel and electronics, where the assembly, final wiring and testing have been done in Ontario.	2%	
13. Nacelle frame that has been manufactured entirely in Ontario using steel plates and beams that had not previously been machined, i.e. steel plates and beams that have not been bent, folded, welded, pierced or bolted outside Ontario, and without any other pre-machining performed outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge.	2%	
14. Nacelle shell where successive assembly of the armature and shell materials has occurred in Ontario.	2%	
15. Pad mount or equivalent transformers that have been wound and tested in Ontario.	2%	
16. Grid connection, where the transformers used in the grid connection have been wound and tested in Ontario. For greater certainty, this does not include pad mount or equivalent transformers.	10%	
17. Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	15%	
18. Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	5%	
Total	100%	

**Table 2: Domestic Content Grid – Solar (PV) Power Projects Greater than 10 kW
Utilizing Crystalline Silicon PV Technology**

Designated Activity	Qualifying Percentage	Yes/No
1. Silicon that has been used as input to solar photovoltaic cells manufactured in an Ontario refinery.	11%	
2. Silicon ingots and wafer, where silicon ingots have been cast in Ontario, and wafers have been cut from the casting by a saw in Ontario.	13%	
3. The crystalline silicon solar photovoltaic cells, where their active photovoltaic layer(s) have been formed in Ontario.	11%	
4. Solar photovoltaic modules (i.e. panels), where the electrical connections between the solar cells have been made in Ontario, and the solar photovoltaic module materials have been encapsulated in Ontario	15%	
5. Inverter, where the assembly, final wiring and testing has been done in Ontario.	8%	
6. Mounting systems, where the structural components of the fixed or moving mounting systems have been entirely machined or formed or cast in Ontario. The metal for the structural components may not have been pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must have entirely taken place in Ontario (i.e. bending, welding, piercing and bolting).	11%	
7. Wiring and electrical hardware that is not part of other Designated Activities, that has been sourced from an Ontario Supplier.	9%	
8. Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	18%	
9. Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	4%	
Total	100%	

**Table 3: Domestic Content Grid – Solar (PV) Power Projects Greater than 10 kW
Utilizing Thin-Film PV Technology**

Designated Activity	Qualifying Percentage	Yes/No
10. Thin film photovoltaic cells where the active photovoltaic layer(s) have been fabricated (by methods including but not limited to vapour deposition, evaporation or sputtering) in Ontario. Where the manufacture of the module is inseparable from the manufacture of the cells, there shall be no separate requirement for the module.	35%	
11. Solar photovoltaic module (i.e. panel), where the electrical connections between the solar cells have been made in Ontario, and solar photovoltaic module materials have been encapsulated in Ontario.	10%	
12. Inverter, where the assembly, final wiring and testing have been done in Ontario.	8%	
13. Mounting systems where the structural components of the fixed or moving mounting systems have been entirely machined or formed or cast in Ontario. The metal for the structural components may not be pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must entirely take place in Ontario (i.e. bending, welding, piercing and bolting).	10%	
14. Wiring and electrical hardware that is not part of other Designated Activities, that has been sourced from an Ontario Supplier.	9%	
15. Construction costs, and on-site labour performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such labour is performed by individuals that are not Resident in Ontario.	24%	
16. Consulting services, including legal, technical and accounting performed by individuals Resident in Ontario, provided that no more than 5% of the total person-hours of all such services are performed by individuals that are not Resident in Ontario.	4%	
Total	100%	

Table 4: Domestic Content Grid – Solar (PV) Power Projects Less than or Equal to 10 kW

Designated Activity	Qualifying Percentage	Yes/No
17. Silicon that has been used as input to solar photovoltaic cells manufactured in an Ontario refinery.	10%	
18. Silicon ingots and wafer, where silicon ingots have been cast in Ontario, and wafers have been cut from the casting by a saw in Ontario.	12%	
19. The crystalline silicon solar photovoltaic cells, where their active photovoltaic layer(s) have been formed in Ontario.	10%	
20. Solar photovoltaic modules (i.e. panels), where the electrical connections between the solar cells have been made in Ontario, and the solar photovoltaic module materials have been encapsulated in Ontario.	13%	
21. Inverter, where the assembly, final wiring and testing has been done in Ontario.	9%	
22. Mounting systems, where the structural components of the fixed or moving mounting systems, have been entirely machined or formed or cast in Ontario. The metal for the structural components may not have been pre-machined outside Ontario other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must entirely take place in Ontario (i.e. bending, welding, piercing, and bolting).	9%	
23. Wiring and electrical hardware that is not part of other Designated Activities (i.e., items 1-6 and 8 of this table), sourced from an Ontario Supplier.	10%	
24. All on- and off- site labour and services. For greater certainty, this Designated Activity shall apply in respect of all Contract Facilities.	27%	
Total	100%	

Note:

Suppliers may append to this form whatever information they wish to substantiate the assertions contained in their Domestic Content Plan.

APPENDIX D – LETTER OF CREDIT FORM
FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

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

The Credit is issued in connection with the Feed-in Tariff Contract (the “Contract”) dated **[Insert Date of Contract]** between the Beneficiary and the “Supplier”, as such term is defined under the Contract.

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

“The Supplier is in breach of, or default under, the Contract, and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto.”

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

Partial drawings are permitted.

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

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

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

This Credit is transferable at the written request of the Beneficiary, without the consent of the Applicant, but subject to consent of the issuing financial institution, acting reasonably. All fees incurred by the issuing financial institution in relation to such transfer shall be at the Applicant's expense, but failure of the Applicant to pay such fees shall not restrict the ability of the Beneficiary to transfer the Credit.

In the event of a transfer of this Credit as provided for above, the above name of the Beneficiary will be amended to another entity by way of an amendment hereto, without the consent of the Applicant, and upon receipt by **[Issuing Bank Name]** of the Beneficiary's dated and signed letter addressed to **[Issuing Bank Name]** and completed as follows:

“We, the undersigned Beneficiary to **[Issuing Bank Name]** Letter of Credit No. [●], hereby waive all our rights under the Letter of Credit and request that the current name and address of the Beneficiary thereunder be amended to read **[insert name and address of new Beneficiary]**. We have enclosed the original Letter of Credit and all amendments (if any) thereto. Please forward the original Letter of Credit and all amendments (if any), including the current amendment to the **[new Beneficiary]**, care of the Applicant.”

[Issuing Bank Name]

By: _____

By: _____

APPENDIX E – NTP DEFERRAL NOTICE



120 Adelaide Street West
 Suite 1600
 Toronto, Ontario M5H 1T1
 T 416-967-7474
 F 416-967-1947
 www.powerauthority.on.ca

**FIT CONTRACT
 NTP DEFERRAL NOTICE**

OPACM-FIT-INT- FORM-007 (2010-03)

**SUBMIT BY E-MAIL (PDF WITH SIGNATURE) TO
 FIT.Contract@powerauthority.on.ca**

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract. Pursuant to Section 2.4(f) of the FIT Contract, the OPA is hereby issuing this NTP Deferral Notice. Pursuant to Section 2.4(f)(i) of the FIT Contract, the Supplier's Pre-Construction Liability Limit shall increase as set out in Section 2.4(f)(i) until the OPA either issues a Notice to Proceed or exercises its right set out in Section 2.4(a) of the FIT Contract to terminate this Contract. If the OPA does subsequently issue a Notice to Proceed, the Supplier's Milestone Date for Commercial Operation shall be extended as set out in Section 2.4(f)(iii).

We request that you acknowledge receipt of this NTP Deferral Notice by signing both copies of this document and returning one (1) hardcopy of this NTP Deferral Notice to the OPA and emailing an electronic copy to FIT.contract@powerauthority.on.ca.

Date	
Legal name of Supplier	
Contract identification #	
Milestone Date for Commercial Operation	
Contract Date	

OPA AUTHORIZED SIGNATORY	
By: _____ Ontario Power Authority	Date: _____

SUPPLIER AUTHORIZED SIGNATORY	
By: _____ Legal name of Supplier	Date: _____
Name: [Name]	
Title: [Title]	

APPENDIX F - HELPFUL CONTACTS

Ontario Power Authority

FIT Program	http://fit.powerauthority.on.ca FIT.Contract@powerauthority.on.ca
FIT Program call centre	1.888.387.3403
OPA Contact information	Ontario Power Authority c/o FIT Program Suite 1600 120 Adelaide Street West www.powerauthority.on.ca info@powerauthority.on.ca
For problems with the website or technical support	webmaster@powerauthority.on.ca

Ministry of the Environment

<http://www.ene.gov.on.ca/en/business/green-energy/>

Ministry of Natural Resources

<http://www.mnr.gov.on.ca/en/Business/Renewable/index.html>

Renewable Energy Facilitation Office

http://www.mei.gov.on.ca/en/energy/renewable/index.php?page=refo_about