

Program: microFIT Contract FAQs

Date : March 2017

Please note that unless otherwise indicated, references to:

- Version 1.x microFIT Contract include versions 1.3, 1.4, 1.5, 1.6 and 1.6.2
- Version 2.x microFIT Contract include versions 2.0, 2.0.1, 2.1, and 2.1.1
- Version 3.x microFIT Contract include versions 3.0, 3.0.1, 3.1, 3.1.1, 3.2, and 3.3
- Version 4.x microFIT Contract include version 4.0 and 4.1

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Contract Changes

1. How can I add or remove my spouse's name to/from my Contract?

To add or remove a party to the Contract, a Contract assignment request must be submitted to the IESO. To initiate a Contract assignment, please follow the Contract Assignment Instructions applicable to your Contract version.

[Versions 1.3 and 1.4: Contract Assignment Instructions](#)
[Versions 1.5 and 1.6: Contract Assignment Instructions](#)
[Versions 2.0 and 3.0: Contract Assignment Instructions](#)
[Versions 4.0 and 4.1: Contract Assignment Instructions](#)

2. How can I increase the Nameplate Capacity of my Facility?

The IESO does not permit increases to Nameplate Capacity, as a matter of policy.

3. How can I decrease the Nameplate (AC/DC) Capacity of my Facility?

To decrease the Nameplate Capacity of a Facility, a Contract amendment must be submitted to the IESO. To submit a Contract amendment, please email a scanned copy of the completed and signed [Amendment Request Form](#) to microFIT.Contract@ieso.ca. The Amendment Request Form must be submitted by the Supplier (not a representative) from the Supplier's email address. Please note that for the Version 4.x Contract, any amendment that results in the decrease of the Nameplate Capacity of a Rooftop Facility to 6 kW or less will not result in a corresponding increase to the Contract Price.

4. How can I change the contact details on my Contract?

To change contact information set out in the Contract (including email or mailing address), a change notice must be submitted to the IESO. This does not include changes to the Supplier (see Contract assignments) or changes to address for the property upon which Facility is located (see Contract amendments).

To submit a change notice, please email a scanned copy of the completed and signed [Change Notice Form](#) to microFIT.Contract@ieso.ca.

5. How can I change the Facility address on my Contract?

To change the address of the Facility, a Contract amendment must be submitted to the IESO. Facility address changes will be limited to changes relating to the correction of typographical errors or 911 updates for the existing property. Under no circumstances is a Supplier permitted to change the address of the property on which the Facility is located to reflect the relocation of the Facility from the existing property to a different property.

To submit a Contract amendment, please email a scanned copy of the completed and signed [Amendment Request Form](#) to microFIT.Contract@ieso.ca. The Amendment Request Form must be submitted by the Supplier (not a representative) from the Supplier's email address.

6. How can I change the legal name on my Contract?

To change the legal name of the Supplier, a Contract change notice or a Contract assignment must be submitted to the IESO. Where the Supplier will remain the same legal entity (legal name change upon marriage/divorce or correction of misspelling), a Contract change notice is required. Where the legal entity of the Supplier will change (add/remove a Supplier or assign to a new Supplier), a Contract assignment is required.

To submit a Contract change notice, please email a completed and scanned [Change Notice Form](#) to microFIT.Contract@ieso.ca.

To initiate a Contract assignment, please see the Contract Assignment Instructions applicable to your Contract version.

[Versions 1.3 and 1.4: Contract Assignment Instructions](#)

[Versions 1.5 and 1.6: Contract Assignment Instructions](#)

[Versions 2.0 and 3.0: Contract Assignment Instructions](#)

[Versions 4.0 and 4.1: Contract Assignment Instructions](#)

7. How can I change the Renewable Fuel type of my Facility?

A Supplier may change the Facility's Renewable Fuel type if it has a microFIT version 1.3 or 1.4 (application submitted prior to July 2, 2010) Contract (solar ground-mounted and rooftop Facilities are not distinguished for version 1.3 and 1.4 Contracts), by submitting a Contract amendment request to the IESO. A Supplier will not be permitted to change the Facility's Renewable Fuel type if it has any other version of microFIT Contract (1.4 [application submitted on or after July 2, 2010], 1.5, 1.6, 1.6.2, 2.x, 3.x, 4.x).

To submit a Contract amendment, please email a scanned copy of the completed and signed [Amendment Request Form](#) to microFIT.Contract@ieso.ca. The Amendment Request Form must be submitted by the Supplier (not a representative) from the Supplier's email address.

Contract Termination

8. How do I terminate my Contract?

You may terminate your microFIT Contract on thirty days prior written notice to the IESO, by emailing a scanned copy of the completed and signed [Notice of Termination Form](#) to microFIT.Contract@ieso.ca to proceed with a Contract termination. The Notice of Termination Form must be submitted by the Supplier (not a representative) from the Supplier's email address.

Contract Assignment

9. What happens if I move?

Existing microFIT Contracts cannot be amended to reflect a different property address due to a move. Where the Supplier sells the property on which a Facility is located, the Supplier may assign the Contract to the new property owner. Where the Supplier has a version 1.5, 1.6, 1.6.2, 2.x, 3.x and 4.0 Contract, the Supplier's Eligible Participant status may be affected by a move or sale and any Contract assignment must be to another Eligible Participant. See below for more information regarding the Eligible Participant Schedule or Contract Assignment Instructions:

[Versions 1.3 and 1.4: Contract Assignment Instructions](#)
[Versions 1.5 and 1.6: Contract Assignment Instructions](#)
[Versions 2.0 and 3.0: Contract Assignment Instructions](#)
[Versions 4.0 and 4.1: Contract Assignment Instructions](#)

10. How do I submit a Contract assignment request?

All Contract assignment requests are submitted through the "My microFIT Home Page". To initiate a Contract assignment, please see the Contract Assignment Instructions applicable to your Contract version.

[Versions 1.3 and 1.4: Contract Assignment Instructions](#)
[Versions 1.5 and 1.6: Contract Assignment Instructions](#)
[Versions 2.0 and 3.0: Contract Assignment Instructions](#)
[Versions 4.0 and 4.1: Contract Assignment Instructions](#)

11. Can I give permission to another individual to speak on my behalf?

For version 1.x Contracts, the IESO will only communicate with the Supplier (using the contact information listed in the Notice provision of the microFIT Contract).

For version 2.x, 3.x and 4.x Contracts, the Supplier may authorize a third party as the Supplier's designated representative. Where the Supplier designates a representative, the IESO may communicate with both the Supplier (using the Supplier Contact Information listed in Part 1 - Section A(10) of the microFIT Contract) and the designated representative (using the Contact Information for the representative of Supplier listed in Part 1 - Section A(11) of the microFIT Contract), but is under no obligation to communicate with the designated representative. The Supplier may add or remove a designated representative at any time, by providing notice to the IESO (version 2.x, 3.x and 4.x Contracts). Please note that a representative cannot accept, terminate, amend, or assign the microFIT Contract.

12. I want to assign my Contract, but the Assignee does not have a computer or access to the internet. What do I do?

To complete the Contract assignment process, both the current Supplier (Assignor) and prospective new Supplier (Assignee) must have access to the Internet. To initiate a Contract assignment, please follow the Contract Assignment Instructions applicable to your Contract version.

[Versions 1.3 and 1.4: Contract Assignment Instructions](#)

[Versions 1.5 and 1.6: Contract Assignment Instructions](#)

[Versions 2.0 and 3.0: Contract Assignment Instructions](#)

[Versions 4.0 and 4.1: Contract Assignment Instructions](#)

13. Who can the Contract be assigned to?

For versions 1.3 or 1.4 Contracts, a Supplier may assign the Contract to any legal entity. For versions 1.5, 1.6, 1.6.2, 2.x, 3.x and 4.x Contracts, a Supplier may assign the Contract to another Eligible Participant. For a complete list of Eligible Participants, please refer to the applicable microFIT Eligible Participant available on our [Program Documents](#) page.

14. I am the Supplier, but when I email the IESO I get a response stating that my email must originate from the email address listed in the Contract. Why is that?

The IESO is able to discuss Contract-specific information with only the Supplier (or a designated representative for version 2.x, 3.x and 4.x Contracts) and requires your email originates from the email address listed in Section 9.1 of a version 1.3, 1.4, 1.5, or 1.6 Contract, or Section A(10) or Section A(11) of a version 2.x, 3.x and 4.x Contract.

It is therefore important that the email address listed in the Contract is active and regularly monitored.

If the email address listed in the Contract is no longer active or accessible, the Supplier should email microFIT.contract@ieso.ca to inform the IESO of the situation.

15. I want to help the current Supplier (Assignor) and/or prospective new Supplier (Assignee) with the assignment of a microFIT Contract. How can I help?

The IESO receives e-mail correspondence from various third parties, such as but not limited to, real estate agents, real estate lawyers, and/or representatives assisting microFIT Contract Supplier(s) with the assignment process. Please note that while the current Supplier (Assignor) and/or prospective new Supplier (Assignee) may work with a third party/representative, the IESO must communicate directly with the Assignor and/or Assignee in order to maintain confidentiality and integrity of all Contract counterparties.

The Assignment process, including the execution of the microFIT Contract Novation and Assignment Agreement, must be completed by the Assignor and Assignee through their respective My microFIT Home Page. The Contract Assignment Instructions and Instructional Videos applicable to each Contract Version are available on our [Program Documents](#) page. If the Supplier requires assistance with the assignment process, the Supplier may email microFIT.Contract@ieso.ca.

16. What are some of the reasons an assignment request may be declined?

Reasons an assignment request may be declined include, but are not limited to, the following:

- Long periods of inactivity during the assignment process.
- Assignee not meeting the eligibility criteria in the Eligible Participant Schedule, where applicable.
- After initiating an assignment request, it is discovered that key information listed in the Contract is incorrect and requires updating (e.g., Contact information or Facility characteristics).

17. How long will it take to assign my Contract?

The total time to assign a Contract varies for each microFIT Contract assignment. The IESO encourages Suppliers to initiate the assignment as soon as possible.

Payments and Generator Account Information

18. How do I get paid under the microFIT Contract?

A Supplier will receive Generation Payments from its local distribution company. Generation Payments will be issued according to the local distribution company's (LDC) standard billing cycle. For more information regarding Generation Payments, contact your local distribution company.

19. What is an LDC?

LDC stands for local distribution company.

20. I have a version 4.x microFIT Contract. Why have my generation payments been suspended?

For version 4.x microFIT Contracts, Generation Payments will be suspended if the Supplier breaches any term of the microFIT Contract, including if any representation or warranty of the Supplier is untrue, until the breach is cured. Generation Payments will be reinstated and Supplier will be paid any withheld Generation Payments if such breach is corrected in accordance with the terms of the microFIT Contract.

21. How can I notify the IESO of any change in my Sales Tax registration status for a version 1.x Contract?

A Change Notice Form must be submitted to the IESO. To submit a change notice to the IESO, please email a scanned copy of the completed and signed [Change Notice Form](#) to microFIT.Contract@ieso.ca.

In accordance with Section 4.4.1 of the version 1.x microFIT Contract, your local distribution company is designated as the exclusive settlement agent for all Generation Payments (including GST/HST payments) on behalf of both the IESO and the Supplier. Please also contact your local distribution company directly and notify them of your updated Sales Tax registration status.

22. How can I notify the IESO of any change in my Sales Tax registration status for a version 2.x, 3.x or 4.x Contract?

The IESO does not collect Sales Tax registration status information for version 2.x, 3.x or 4.x Contracts. Version 2.x, 3.x or 4.x Suppliers should contact their local distribution company directly to notify the local distribution company of any change in Supplier's Sales Tax registration status.

23. What is a generator account number?

A generator account number is the account number assigned by the Supplier's local distribution company to the Facility that is supplying electricity to the grid. A generator account number is separate from the load customer account number that is assigned to a load facility that is consuming electricity from the grid.

24. What is a load customer account number?

A load customer account number is the account number assigned by a local distribution company to a load facility that is consuming electricity from the grid. A load facility account number is separate from the generator account number that is assigned to a Facility that is supplying electricity to the grid.

25. What happens to my revenue stream if my microFIT Facility is offline?

Suppliers are only paid for the electricity that is generated by their Facility and successfully injected into the LDC's distribution system. As a result, Suppliers are not paid for any period of time during which their microFIT Facility is offline and not generating any electricity. This also applies to microFIT Facilities that are offline for an indefinite period of time.

26. I have a Version 1.3, 1.4, 1.5 or 1.6 or 1.6.2 microFIT Contract. Can I redirect Generation Payments to a third party?

Versions 1.3, 1.4, 1.5, 1.6, or 1.6.2 Contracts permit the redirection of generation payments to a third party and microFIT Contract holders may submit a request to their Local Distribution Company (LDC) to redirect Generation Payments. If a redirection of Generation Payments is permitted by the LDC, the name and LDC account number associated with the Facility must continue to match the information stated in section 2.1.3 of the applicable microFIT Contract. Furthermore, all redirection requests made to the LDC should be received from and executed by the Supplier (not a representative of the Supplier). Any redirection of generation payments must still be in compliance with all provisions of the microFIT contract.

26a: How does this affect me as a microFIT Supplier?

microFIT Suppliers are responsible for ensuring any settlement arrangements they have in place are in compliance with their obligations under their microFIT Contract. Should microFIT Contract holders have questions regarding their particular settlement (payment) arrangements, or any aspect of the microFIT Contract, the IESO recommends they obtain independent legal, technical and business advice.

When a breach of Contract is identified, the IESO will notify the Supplier directly. Where applicable, the notice of breach will stipulate how a breach can be corrected.

26b: I have a settlement arrangement with a third party solar provider. Is the IESO's opinion that such an arrangement would constitute a partial assignment of settlement rights? Would such an arrangement be permissible under the microFIT Contract?

Depending on the terms of a settlement arrangement, a settlement arrangement that involves a redirection of microFIT payments may or may not constitute a partial assignment of settlement rights. A settlement arrangement that constitutes a partial assignment of settlement rights would be a breach of your microFIT Contract. If you have any doubt as to whether your settlement arrangement is, or is not, in compliance with your microFIT Contract, please consult independent legal advice.

The risk of whether or not the arrangements between a microFIT Supplier and its contractors may breach the terms of the microFIT contract rests solely with the Supplier and the IESO accepts no risk or liability in this regard.

This FAQ answer is intended to provide clarity for Suppliers regarding their relationship with the IESO under the microFIT Contract. It does not constitute a waiver of any provision of the microFIT Contract or a waiver of any breach or potential breach under the microFIT Contract.

26c: My LDC has notified me that it will no longer redirect my payments. Why is this being done?

The decision to offer and process settlement arrangements is outside of the purview of the IESO and is at the discretion of the LDCs, in accordance with applicable laws, regulations and codes. Any contract compliance-related questions should be directed to the IESO.

To better understand the IESO and Supplier's responsibilities, as they relate to the microFIT Program, please refer to the relevant microFIT Rules on our website and to your particular microFIT Contract. You can access your microFIT Contract through your "[My microFIT Home Page](#)".

27: I have a Version 2.x, 3.x or 4.x microFIT Contract. Can I redirect Generation Payments to a third party?

Generation Payments to versions 2.x, 3.x or 4.x microFIT Contract holders must be made to the Supplier identified in Part 1 - Section A(6) of the applicable microFIT Contract. Further, in accordance with Part 2 - Section 10 of a version 2.x, 3.x or 4.x microFIT Contract, the Supplier may not, under any circumstances, assign anything less than all of its rights and obligations under its microFIT Contract. For clarity, the assignment of generation settlement rights are prohibited under version 2.x, 3.x or 4.x microFIT Contracts. The microFIT contracts may permit the redirection of generation payments to a third party so long as the redirection of payments is not an assignment of the contract holder's right to receive generation payments under the microFIT Contract.

An example of a redirection that would constitute an assignment of the contract holder's right to payment would be a situation where the contract holder assigns the benefit of the contract revenue stream to a third party, such as by way of an irrevocable payment direction.

In order to redirect generation payments to a third party, the contract holder will need to submit a request to its Local Distribution Company (LDC) to redirect the payments. If a redirection of payments is permitted by the LDC, the name and LDC account number associated with the microFIT facility must continue to match the information stated in section A(6) of the applicable microFIT contract.

27a: How does this affect me as a microFIT Supplier?

microFIT Suppliers are responsible for ensuring any settlement arrangements they have in place are in compliance with their obligations under their microFIT Contract. Should microFIT Contract holders have questions regarding their particular settlement (payment) arrangements, or any aspect of the microFIT Contract, the IESO recommends they obtain independent legal, technical and business advice.

When a breach of Contract is identified, the IESO will notify the Supplier directly. Where applicable, the notice of breach will stipulate how a breach can be corrected.

27b: I have a settlement arrangement with a third party solar provider. Is the IESO's opinion that such an arrangement would constitute a partial assignment of settlement rights? Would such an arrangement be permissible under the microFIT Contract?

Depending on the terms of a settlement arrangement, a settlement arrangement that involves a redirection of microFIT payments may or may not constitute a partial assignment of settlement rights. A settlement arrangement that constitutes a partial assignment of settlement rights would be a breach of your microFIT Contract.

An example of a redirection that would constitute an assignment of the contract holder's right to payment would be a situation where the contract holder assigns the benefit of the contract revenue stream to a third party, such as by way of an irrevocable payment direction.

If you have any doubt as to whether your settlement arrangement is, or is not, in compliance with your microFIT Contract, please consult independent legal advice.

The risk of whether or not the arrangements between a microFIT Supplier and its contractors may breach the terms of the microFIT contract rests solely with the Supplier and the IESO accepts no risk or liability in this regard.

This FAQ answer is intended to provide clarity for Suppliers regarding their relationship with the IESO under the microFIT Contract. It does not constitute a waiver of any provision of the microFIT Contract or a waiver of any breach or potential breach under the microFIT Contract.

27c: My LDC has notified me that it will no longer redirect my payments. Why is this being done?

The decision to offer and process settlement arrangements is outside of the purview of the IESO and is at the discretion of the LDCs, in accordance with applicable laws, regulations and codes. Any contract compliance-related questions should be directed to the IESO.

To better understand the IESO and Supplier's responsibilities, as they relate to the microFIT Program, please refer to the relevant microFIT Rules on our website and to your particular microFIT Contract. You can access your microFIT Contract through your "[My microFIT Home Page](#)".

28. How does the IESO's set off right in version 4.x of the microFIT Contract affect me?

Version 4.x of the microFIT Contract provides the IESO with set off rights. Where the Supplier owes any amounts to the IESO under any other agreement, then the IESO may set off any such amounts against the Generation Payments owed to the Supplier under the microFIT Contract.

How to Access Contract or microFIT Homepage

29. How do I access my Contract?

Contracts may be accessed through the “My microFIT Home Page”. Following login, click the “Contract Offer – Accepted” option in the status column. Contracts are posted in PDF format and are accessible 24/7.

30. I forgot my password. Can the IESO send me my password?

A “My microFIT Home Page” password may be reset using the “[forgot my password](#)” link on the “My microFIT Home Page”. To reset a “My microFIT Home Page” password, the email address and username associated with your account will be required.

If the “My microFIT Home Page” registration ID was created by a representative acting on your behalf, you must contact them directly to obtain the username and password that is associated with your Contract. If your representative will not or cannot provide your login credentials to you, contact microFIT.Contract@ieso.ca.

31. What is my username?

A username is created upon registration of a “My microFIT Home Page”. A username may be reset by using the “[forgot my username](#)” link on the “My microFIT Home Page”. To reset a “My microFIT Home Page” username, the email address associated with the account will be required.

If the “My microFIT Home Page” registration ID was created by a representative acting on your behalf, you must contact them directly to obtain the username and password that is associated with your Contract. If your representative will not or cannot provide your login credentials to you, contact microFIT.Contract@ieso.ca.

32. Can you email me my Contract?

The IESO will not email Contracts under any circumstances. Contracts are accessible through the Supplier’s “My microFIT Home Page”. Contracts are in PDF format and are accessible 24/7.

33. My insurance company is asking me to submit a Hold Harmless Agreement. Can you send it to me?

The IESO does not provide such documentation.

Contract Holder has Passed Away

34. The Supplier has passed away. What should happen?

- The executor/estate trustee should contact microFIT.contract@ieso.ca to inform the IESO of the Supplier's passing.
- The estate trustee will be requested to submit a Certificate of Appointment of Estate Trustee and a Notarized Identity Confirmation Form to the IESO to demonstrate its authority as estate trustee for the Supplier.
- In the event that a Certificate of Appointment of Estate Trustee has not been applied for or obtained, and the executor/estate trustee does not intend to do so, and the Supplier's will was made in the Province of Ontario, the following document package will be accepted*:
 - Notarized copy of a partial will, including the first page of the will, the page containing the executor appointments and alternates and the signature page.
 - Notarized copy of the official death certificate. In the event that the official death certificate has not yet been obtained, a notarized copy of the funeral director's statement of death will be accepted.
 - Notarized Identity Confirmation Form.
 - Declaration, Agreement and Indemnity Form.

*Note that the document package described in Question 34, Item 3 will only be accepted if the Supplier's will was made in the Province of Ontario, Canada. If the Supplier's will was made outside of the Province of Ontario, the estate trustee will be required to submit a Certificate of Appointment of Estate Trustee as outlined in Question 34, Item 2.

What happens if the executor(s)/estate trustee(s) is more than one natural person?

- Email microFIT.contract@ieso.ca.

What happens if the executor/estate trustee is a company?

- Email microFIT.contract@ieso.ca.

35. How can I obtain a Certificate of Appointment of Estate Trustee?

The IESO encourages the executor/estate trustee to seek independent legal advice relating to the estate of the Supplier.

Changes to a microFIT Facility

36. I have a microFIT Contract. Can I add a battery back-up or supply system to my microFIT Facility and also amend my Contract?

No. Adding a battery back-up or supply system to a contracted microFIT Facility is not allowed. Please refer to the relevant covenants in your microFIT Contract for more details.

37. Can I start a new microFIT application with a battery back-up or supply system?

Please refer to the current version of the microFIT Rules and microFIT Contract for more information.

38. I have a microFIT Facility on my property. Can I install a battery back-up or supply system on my property as well?

For properties that have both 1) a microFIT Facility that is a Directly Connected Facility **and** 2) an independent load metered by a separate load meter, the configuration of the load, the load meter and a battery back-up or supply system is not governed by the microFIT Contract. Accordingly, the microFIT Contract does not prohibit a battery back-up or supply system connected to the independent load and load meter. The IESO highly recommends that the Supplier seek independent business, technical, and/or legal advice before proceeding with a battery back-up or supply system.

Please notify the IESO by emailing microFIT.Contract@ieso.ca if you meet the above criteria and are interested in adding a battery back-up or storage system to your property.

How to Contact the IESO

39: I have some questions. Is there a contact at IESO I can speak to?

General questions about the microFIT Program can be directed to our call centre our toll-free number at 1-888-387-3403. We will respond to your questions in a timely manner.

General questions about the microFIT Program	1-888-387-3403 or microFIT@ieso.ca
Questions specific to your microFIT application or logging in to your My microFIT Home Page .	microFIT@ieso.ca
Questions specific to your microFIT contract or logging in to your My microFIT Home Page .	<p>Questions about your microFIT Contract should be sent to microFIT.contract@ieso.ca.</p> <p>Please ensure you: 1) include your microFIT Reference Number in the email subject line, and 2) are communicating from the email address listed in Section 9.1 (of a version 1.x) or Section A(10) or A(11) (of a version 2.x, 3.x and 4.x) of the microFIT Contract.</p>
IESO mailing address	<p>Independent Electricity System Operator c/o microFIT Program Suite 1600 120 Adelaide Street West Toronto ON M5H 1T1 Toll-free: 1-888-387-3403</p>

Ongoing Domestic Content Obligation- microFIT

In response to a number of questions the IESO has received from microFIT Suppliers with solar-powered Facilities regarding their obligation to maintain the Domestic Content Level during the Term of the microFIT Contract, the IESO wishes to communicate its intended approach to ongoing Domestic Content requirements. This communication applies to all microFIT Contract versions that contain Domestic Content Requirements. Please refer to your microFIT Contract for the definitions of all capitalized terms used in this notice that are not otherwise defined herein.

Appendix C of the microFIT Contract versions 2.0, 2.1, 3.0 and 3.1 provides that the Supplier has the obligation to ensure the solar photovoltaic facility meets the Minimum Required Domestic Content Level (the "Domestic Content Level")

It is the IESO's position that as at the date the microFIT Contract was accepted by the Supplier (the "Contract Offer Acceptance Date"), the Supplier is required to have achieved the Domestic Content Requirements, as specified above. However, provided that any subsequent changes to the Domestic Content Level of the Facility is for bona fide reasons not intended to evade the Domestic Content Requirements, the IESO waives the Supplier's requirement to comply with Domestic Content Requirements following the Contract Offer Acceptance Date.

For microFIT Contract versions 1.3, 1.4, 1.5 and 1.6, the Supplier was required to represent and warrant when entering into the contract that the Facility had a Domestic Content Level greater than or equal to the Minimum Required Domestic Content Level. While there is not an ongoing obligation to maintain the Domestic Content Level, the IESO specifically reserves its rights as provided in the following paragraph.

The IESO reserves all rights and remedies under the microFIT Contract and at law and in equity, including the right to exercise any rights and remedies at any time and from time to time. Without limiting the generality of the foregoing, the IESO specifically reserves its right to enforce the Domestic Content Requirements post Contract Offer Acceptance Date for any Facility that was required to meet the Domestic Content Requirements, if subsequent to the Contract Offer Acceptance Date the IESO determines that the Domestic Content Requirements were not met at the Contract Offer Acceptance Date, or if at any time the Supplier undertook actions or activities designed to evade the Domestic Content Requirements.

Audits and Inspections

During the term of the Contract, the IESO* reserves the right to audit and inspect the Facility, to request copies of all Generation Payment statements and invoices from the Supplier's local distribution company

To ensure compliance with the Contract, the IESO* may audit a number of items including (but not limited to) inverter ratings and solar array ratings.

*For version 1.x and 2.x Contracts, reference may be made to the OPA. Please note that effective January 1, 2015 the former OPA merged with the IESO. All notifications and requests are to be made to the IESO.

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