

ABORIGINAL COMMUNITY ENERGY PLAN (ACEP)

PROGRAM RULES

Version 4.1
August 2017

ACEP Program resources available at:
www.ieso.ca/acep

© Independent Electricity System Operator, 2017

TABLE OF CONTENTS

	Page
SECTION 1 INTRODUCTION.....	1
1.1 Program Overview.....	1
SECTION 2 ELIGIBILITY	1
2.1 Proponent Eligibility	1
2.2 Proposals By Joint Proponents and Representative Organizations	2
2.3 Previous Proponents	3
SECTION 3 FUNDING STRUCTURE.....	3
3.1 Funding	3
3.2 Expenses	4
3.3 Competitive Procurement Process:.....	5
SECTION 4 COMMUNITY ENERGY PLAN COMPONENTS	7
4.1 Community Energy Plan Components.....	7
4.2 Community Energy Plan Completion.....	8
SECTION 5 PROPOSAL SUBMISSION AND EVALUATION	8
5.1 Proposal Submission.....	8
5.2 Proposal Format	9
5.3 Mandatory Proposal Requirements, Proposal Components and Evaluation Criteria.....	9
5.4 Updating an Existing Community Energy Plan Additional Requirements	12
5.5 Proposal Selection for Funding.....	13
5.6 Amendments To Proposal	13
SECTION 6 FUNDING AGREEMENT FORM AND EXECUTION.....	13
6.1 Offer and Acceptance.....	13
6.2 ACEP Acknowledgement	14
6.3 Deliverables and Reporting	14
6.4 Payments	14
SECTION 7 REVIEW AND AMENDMENTS	15
7.1 IESO Rights.....	15
7.2 Updates	15
SECTION 8 OTHER PROVISIONS.....	15
8.1 IESO Contact	15
8.2 Proponents' Questions.....	16
8.3 Travel and Hospitality.....	16
8.4 Audit	16
8.5 Disclaimer Re Information.....	16
8.6 Proponents to Bear Costs.....	17
8.7 FIPPA.....	17
8.8 No Contract	17
8.9 Other Terms.....	18
8.10 Governing Law of Program Rules	18
8.11 Miscellaneous.....	18
SCHEDULE A APPENDIX TO PROGRAM RULES - DEFINITIONS.....	19

SECTION 1 INTRODUCTION

1.1 Program Overview

In 2009, the *Green Energy and Green Economy Act* (the “**Act**”) signaled the government’s desire to leverage the energy sector within the context of environmental sustainability and growing the green economy. At the same time, the *Act* included provisions that demonstrated a commitment to ensuring that the emerging green economy would also be equitable and inclusive. As a matter of policy, the *Act* laid the groundwork to encourage municipalities, First Nation and Métis communities and other groups to participate in renewable energy generation and to build community energy resiliency. Since 2009, the Ontario Power Authority (OPA) and, later, its successor entity, the IESO, have designed, administered and managed a portfolio of Energy Support Programs (ESPs) reflecting government priorities, as expressed through periodic Directions, with respect to community energy resiliency and inclusive participation in Ontario’s green energy future. More information about the Energy Support Programs can be found at ieso.ca/funds (“the **Website**”).

The goals of the Aboriginal Community Energy Plan (“**ACEP**”) program are to assist First Nation and Métis communities in developing a long term plan to improve energy efficiency, reduce electricity consumption and assess opportunities for green energy and conservation solutions. ACEP provides funding for the development and updating of Community Energy Plans.

The objectives of ACEP are:

- (a) to provide Communities with support to establish an understanding of their needs and opportunities for electricity conservation and small-scale renewable generation projects;
- (b) to inform, engage and educate Community leaders and members on the opportunities for undertaking electricity conservation and requirements for undertaking small-scale renewable generation projects;
- (c) to develop an implementation plan that will set out an approach to achieving the Community’s goals for electricity use and generation opportunities; and
- (d) to support the update of an existing Community Energy Plan.

This document contains the rules, as may be amended and replaced from time to time (the “**Program Rules**”), with respect to applying for and receiving funding under ACEP. Capitalized terms have the meanings set out in Schedule A- Appendix to Program Rules - Definitions.

SECTION 2 ELIGIBILITY

2.1 Proponent Eligibility

Funding under ACEP is available to:

- (a) First Nations and Métis communities in the Province of Ontario (each, a “**Community**”) that fall within one of the following criteria:
 - (i) a First Nation that is a “Band” as defined in the *Indian Act*, RSC 1985, c I-5;

- (ii) the Métis Nation of Ontario or any of its active Chartered Community Councils; or
 - (iii) a community of Aboriginal natural persons that has been previously determined by the Government of Ontario to meet the eligibility for the FIT Program; or
- (b) a Person, other than a natural person, or existing organization that is determined by the Government of Ontario for the purposes of ACEP to represent the collective interests of one or more Communities, under 2.1(a)(i), (ii) or (iii) above, that is composed of Aboriginal natural persons in Ontario (in respect of each Community that it represents and that is participating in a Proposal, a **“Representative Organization”**).

A Community or Representative Organization that submits a Proposal, whether independently or together with another Community or Representative Organization, is referred to as a **“Proponent”**. Any Proponent that has entered into a Funding Agreement with the IESO will be subject to the terms of the Funding Agreement.

2.2 Proposals By Joint Proponents and Representative Organizations

- (a) With the recognition that Communities may wish to take a collaborative approach to the Community Energy Plan, a single Proposal may be submitted under ACEP by:
- (i) two or more Communities;
 - (ii) one or more Communities and one or more Representative Organizations; or
 - (iii) a Representative Organization in respect of two or more Communities.

In the instances described in Section 2.2(a)(i) and 2.2(a)(ii), each entity is referred to as a **“Joint Proponent”**. A Community that is represented by a Representative Organization for the purposes of ACEP is a **“Constituent Community”**, as described in Section 2.1(a)(iii). For further requirements relating to a Proposal submitted by a Constituent Community, see Section 5.3(c)(i).

- (b) In addition to complying with all other requirements set out in these Program Rules, a Proposal submitted by Joint Proponents must:
- (i) be signed by each Joint Proponent as applicable;
 - (ii) include a Supporting Resolution from each Joint Proponent as applicable;
 - (iii) designate a main contact that will represent all Joint Proponents (a **“Project Lead”**), for the purposes of notices and other communications, instructions and funding;
 - (iv) include a work plan that outlines the allocation of tasks to each Joint Proponent; and
 - (v) include a budget that demonstrates the cost or time efficiencies and other benefits achieved as a result of operating as Joint Proponents.

The IESO is permitted, but shall not be obligated, to communicate with or provide any notices to each or all Joint Proponents that are not the Project Lead. It is each Joint Proponent’s responsibility to ensure that all correspondence from the IESO is communicated to the Project Lead, and the Project Lead’s responsibility to ensure that all correspondence from the IESO is communicated to all members involved with the Proposal.

In the case of a successful Proposal submitted by Joint Proponents, each Joint Proponent shall enter into the Funding Agreement on a joint and several basis (but, for clarity, each Joint Proponent may enter into separate contractual arrangements with suppliers and subcontractors).

In the case where a Proposal is submitted by Joint Proponents, none of the Joint Proponents named on the Proposal may submit an additional Proposal for the same Community. Any additional Proposal submitted will not be evaluated by the IESO unless the first Proposal was rejected or the time period set out in Section 2.3 has passed.

2.3 Previous Proponents

Communities that have an existing or previous Funding Agreement under ACEP are not eligible for further funding support under ACEP except to update a Community Energy Plan. Communities will not be eligible for funds to update a Community Energy Plan for a period of two years after the Contract End Date of such existing or previous Funding Agreement.

SECTION 3 FUNDING STRUCTURE

3.1 Funding

The maximum funding amount (the “**Maximum Funding Amount**”) is:

Stream	Maximum Funding Amount per Community
Development of a New Community Energy Plan	Up to \$90,000 per Community (plus potential additional funding of up to \$5,000 per Remote Community)
Update to an Existing Community Energy Plan	Up to \$25,000 per Community (plus potential additional funding of up to \$5,000 per Remote Community)

Recognizing the opportunities and unique community needs and interests for Remote Communities, the above-noted additional funding may be available to Remote Communities to support their engagement process and Community Energy Plan activities. A Proposal submitted in relation to a Remote Community should clearly articulate the Proponent’s need for up to \$5,000 in additional funding as it relates to the Community’s geographic location and unique needs.

The IESO has the sole and absolute discretion to approve a Proposal for an amount less than requested in the Proposal. All decisions made by the IESO in respect of a Proposal are final.

3.2 Expenses

Funding under ACEP will be provided for the work, activities and deliverables associated with the development or updating of a Community Energy Plan (an “**Activity**” and, collectively, the “**Activities**”). There are two categories of Eligible Expenses – Eligible Internal Expenses and Eligible External Expenses.

- (a) **Eligible Internal Expenses:** costs for Activities carried out by Internal Resources, including the Project Lead. These expenses need to be evidenced by supporting receipts, invoices or timesheets (“**Eligible Internal Expenses**”). Proposals should include documentation to demonstrate the relevant skills, qualifications and experience of Internal Resources.

- (b) **Eligible External Expenses:** costs associated with the services of duly qualified external service providers (“**External Resources**”) in relation to the Activities (“**Eligible External Expenses**”). External Resources must be chosen through a Competitive Procurement Process, unless an exemption criteria applies pursuant to Section 3.3(b). Proponents, or Joint Proponents, as applicable, are required to submit the following documentation to evidence a Competitive Procurement Process:
 - (i) a completed Competitive Procurement Process template as found on the Website, and
 - (ii) copies of quotes and/or budget estimates from each External Resource.

Copies of the quotes and rates for External Resources are to be included in the Proposal and evidenced by invoices.

- (c) **Excluded Expenses:** activities for which the IESO will not provide funding (“**Excluded Expenses**”):
 - (i) purchasing or leasing equipment;
 - (ii) purchasing or leasing real estate;
 - (iii) fees for applications to any other IESO or non-IESO programs;
 - (iv) any expenses incurred before the Funding Agreement is executed;
 - (v) any costs in respect of any benefits, deductions and withholdings, including any taxes, union dues, Canada Pension Plan contributions, employment insurance contributions and employer contributions paid by the Successful Proponent in respect of the employment of Internal Resources;
 - (vi) any costs in respect of employees or any other internal, pre-existing, long-term or permanent resources or commitments that do not pertain to ACEP;
 - (vii) any costs associated with preparing and submitting a Proposal, or entering into a funding agreement;

- (viii) any costs associated with meeting the administrative obligations of the Proposal or Funding Agreement under ACEP, including preparing status and other reports as may be required under the Funding Agreement;
- (ix) any costs related to the provision of legal advice or the development or distribution of legal templates, precedent agreements, or materials that are considered or could be considered legal or financial advice;
- (x) any Deliverable that has already been fully funded by another source of funding;
- (xi) costs related to the purchase of equipment or supplies;
- (xii) computer hardware or software;
- (xiii) telecommunications hardware;
- (xiv) any costs associated with the use of personal devices (e.g. costs relating to mobile or landline phones, costs of laptops or internet service provider fees);
- (xv) any costs related to administrative operating expenses such as real estate expenses, office supplies, printing, mailing, utilities, membership dues, subscriptions, accounting activities, or maintenance of equipment;
- (xvi) any costs for hospitality, meals, or lodging that do not comply with the Travel, Meal and Hospitality Expenses Directive;
- (xvii) insurance for general liability as required by the Province of Ontario, or any other type of insurance;
- (xviii) any costs that the Successful Proponent did not incur directly;
- (xix) any costs that are not an Eligible External Expense or an Eligible Internal Expense;
- (xx) any costs incurred that are not evidenced by supporting documentation required by the Funding Agreement, or other evidence of payment satisfactory to the IESO, in its sole and absolute discretion;
- (xxi) any costs paid by means of cash, services in-kind, bonds, promissory notes or barter;
- (xxii) any costs that have not been approved by the IESO as part of the budget or otherwise in writing; and
- (xxiii) any costs in respect of HST.

3.3 Competitive Procurement Process:

- (a) Subject to paragraph 3.2(b), Proponents must undertake a Competitive Procurement Process to retain a provider of goods or services. A **“Competitive Procurement Process”** is a procurement process for goods or services that meet the following requirements:

- (i) the request for proposals or procurement document contains a clear description and specifications of the deliverables and does not contain any features that would unduly reduce or restrict competition;
 - (ii) purchases, commitments, projects or deliverables have not been fragmented, subdivided or split for the purpose, in whole or in part, of being valued below \$15,000 (fifteen thousand dollars) for the purpose of avoiding a competitive procurement process;
 - (iii) the bidders are at Arm's Length to the Person conducting the process and to each other;
 - (iv) there has been no price fixing or other collusion between any of the bidders or between any bidder and the Person conducting the process;
 - (v) at least two bidders have participated, unless an exception to this requirement has been granted by the IESO;
 - (vi) all bidders have appropriate skills, qualifications and experience in respect of the goods or services to be provided;
 - (vii) bids have been submitted in writing and have been sealed;
 - (viii) the winning bid has been chosen in accordance with transparent criteria reflecting price and/or quality;
 - (ix) adequate written records have been made and kept regarding the process;
 - (x) the process has been fair; and
 - (xi) the Person conducting the process has not been subject to any Conflict of Interest.
- (b) A Proponent is not required to undertake a Competitive Procurement Process to retain any External Resources where:
- (i) the value of the goods or services has an aggregate value less than fifteen thousand dollars (\$15,000.00 exclusive of HST), demonstrated through documentation evidencing the value of the services satisfactory to the IESO; or
 - (ii) such External Resource provided the same type of goods or services to the Proponent on an on-going basis for five years prior to the date of the Proposal, demonstrated through documentation evidencing such existing relationship satisfactory to the IESO.

SECTION 4 COMMUNITY ENERGY PLAN COMPONENTS

4.1 Community Energy Plan Components

In some ways a Community Energy Plan is as unique as the community it is designed for. Ideally, the plans help identify challenges and opportunities to increase community energy resiliency. They also provide concrete baseline data on current energy use and other issues with which to inform future community decisions. The “**Community Energy Plan**” can include any number of elements, but at a minimum, should contain the following five components:

<p>1. Community Baseline Study</p>	<p>A benchmark of the Community’s current energy performance that allows a Community to identify potential opportunities for energy savings in all areas of the Community and at a minimum, to the extent possible, includes:</p> <ul style="list-style-type: none"> a) annual energy usage in the Community based on historical data; b) breakdown of energy consumption by end use and building type including electricity, wood, propane, diesel and transportation fuels; c) occupancy data that includes vacancy rate, space uses and operating schedules for the same period; d) building asset data that includes conditioned square footage and system specifications; and e) a summary of the results of the baseline study research including a description of the data collection process, methodologies use for data analysis and any energy mapping undertaken.
<p>2. Current and Future Needs</p>	<p>An assessment of the Community’s current and future forecasted energy needs and identification of any anticipated shortfalls or challenges that may arise in meeting those needs.</p>
<p>3. Priorities and Opportunities</p>	<p>A determination and assessment of the Community’s priorities related to energy use and generation. The assessment should include identification of issues and opportunities related to conservation, energy efficiency, demand management, local ecological impacts, renewable energy and small-scale generation. Additionally, concurrent initiatives related to conservation, regional planning, and others should be considered.</p>
<p>4. Implementation Plan</p>	<p>Identification of actionable ways to meet energy needs and achieve goals with a clearly defined implementation plan. This includes an assessment of the best ways to address the identified priorities and opportunities with an evaluation of the human and financial resources available to do so. A description of specific programs and incentives that may be accessed and identification of other mechanisms for funding the implementation of the Community Energy Plan should also be included. Anticipated timelines and budgetary considerations (costs and funding sources) to be included.</p>
<p>5. Community</p>	<p>Identification of concrete ways in which the Community Energy Plan has been</p>

Engagement	tailored to the specific strengths, needs and opportunities of the community as demonstrated through direct engagement with Community Members. A description of how community engagement will inform the ongoing development, implementation, and updating of the Community Energy Plan.
-------------------	--

The Community Energy Plan may include components in addition to those listed above. Details of these additional components should be clearly outlined in the Proposal.

4.2 Community Energy Plan Completion

Successful Proponents who have requested support funds for the development of a new Community Energy Plan must complete the Community Energy Plan within two years of the execution date of the Funding Agreement. Successful Proponents who have requested support funds for the update of an existing Community Energy Plan must complete the updates to the Community Energy Plan within twelve months of the execution date of the Funding Agreement.

SECTION 5 PROPOSAL SUBMISSION AND EVALUATION

5.1 Proposal Submission

Proponents who wish to submit a request for funding shall submit a Proposal to the IESO in accordance with these Program Rules and any instructions and templates posted on the Website.

The IESO will publish a schedule of the meeting dates for Proposal review on the Website, which may be revised by the IESO from time to time. Proposals received following the submission date as posted on the Website will be reviewed at the next scheduled evaluation meeting.

Proponents are required to submit Proposals to the IESO in *either* soft copy or hard copy.

- (a) **SOFT COPY SUBMISSIONS:** Soft copies must be submitted in searchable PDF format to the IESO at ACEP@ieso.ca. Submissions that do not include the entire proposal contents will not be accepted.
- (b) **HARD COPY SUBMISSIONS:** Hard copy submissions must include a copy of the entire Proposal contents in searchable PDF format on a USB stick or CD-ROM and must be addressed to:

Independent Electricity System Operator
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1
Attention: Aboriginal Community Energy Plan Program

The entire contents of a Proposal shall be submitted in a fixed form. Additional website content, links to web documents or other external documents referred to in the Proposal will not be considered to form part of such Proposal.

The IESO is under no obligation to return any Proposals following the review process.

5.2 Proposal Format

Proposals should clearly contain all of the mandatory requirements set out in Section 5.3, and if applicable Section 5.4, be well organized and present the information in a manner that is easy to understand. Supporting documentation must be provided along with, and be referenced in, the Proposal in an appropriate and well organized way. The level of clarity and organization of a Proposal, including supporting documentation, will also be factored into the evaluation.

Other than in respect of the Competitive Procurement Process template referenced in Section 5.3 Table 1, which is required, Proposal templates (the “**Proposal Templates**”), while not mandatory, are available on the Website to help organize and complete the mandatory requirements of a Proposal as listed in Section 5.3 and if applicable Section 5.4. They will serve as a guide for what to include in a Proposal. Proposals submitted under ACEP should use the same headings as identified in the Proposal Templates.

5.3 Mandatory Proposal Requirements, Proposal Components and Evaluation Criteria

A Proposal submitted to the IESO under ACEP will be given a Time Stamp to acknowledge the date and time the Proposal was received.

Within 15 Business Days of the receipt of the Proposal, the IESO will assess whether the Proponent is eligible, and whether the Proposal is complete and meets the overall objectives of ACEP. Proposals will be reviewed for compliance with the mandatory requirements, outlined below.

The Proponent must meet the following mandatory completeness and eligibility requirements:

- (a) the eligibility requirements as set out in Section 2 must be met;
- (b) the Proposal must be for either the development of a Community Energy Plan or a an update to an existing Community Energy Plan; and
- (c) the Proposal must contain the following components:
 - (i) a Supporting Resolution from each participating Community (including all Constituent Communities in the case of a Representative Organization);
 - (ii) a complete work plan and budget;
 - (iii) a complete description of the project team outlining their experience and qualifications; and
 - (iv) information demonstrating that the Competitive Procurement Process has been undertaken or whether an exemption to the Competitive Procurement Process applies pursuant to Section 3.3(b).

The Proponent must include all information listed under “Required Information” in each instance in the chart below in the Proposal for the IESO to consider it complete. If applying for funding to update an existing Community Energy Plan, please see Section 5.4 for additional required information.

The information listed under “Evaluation Considerations” has been identified to guide Proponents on how the required information will be evaluated by the IESO Review Committee. This list is a guide only, meant to provide insight into the evaluation criteria.

Table 1: Proposal Components

Proponent Information	
Required Information:	
a) Name and contact information for the Proponent or Joint Proponents, as applicable, including the name and contact information for the Project Lead and all Internal Resources and External Resources.	
b) An overview of the Proponent, Joint Proponents, or Representative Organization and its Constituent Communities.	
c) A description of any current or past projects, programs, research, or plans that the Proponent or Joint Proponents, as applicable, have undertaken related to energy planning. If the Proponent or Joint Proponent has submitted a previous proposal to ACEP, this should be noted in the Proposal.	
d) A summary of the motivation for undertaking a new or updated Community Energy Plan.	
e) A Supporting Resolution from each participating Community (including Constituent Community in the case of a Representative Organization) confirming support and intent to develop and implement a Community Energy Plan.	
Work Plan	
Required Information:	Evaluation Considerations:
a) A description of how the Proponent will undertake all of the required components of the Community Energy Plan (as outlined in Section 4.1), including any additional components. The work plan should specify timelines, scope of work, and personnel involved with each component. In particular, the Proposal should demonstrate how the work plan will be completed within two years, or, in the case of an update to a Community Energy Plan, how the work plan will be completed in 12 months.	<i>The work plan will be evaluated on the detail provided for each required component. Clear description of scope, complexity, timelines, resources (human and financial), and involvement of the Community that will be required to develop the proposed Community Energy Plan will be considered in the evaluation. The cohesiveness and effectiveness of the proposed methodology used to complete each Activity will also be assessed</i>
b) The role of all project team members including all Internal Resources and External Resources in the development of the Community Energy Plan.	
c) A description of how the Proponent intends to engage Community members in the development of the Community Energy Plan, including a description of the level of Community support, details related to how members of the Community will be included, and schedule of proposed engagement activities. A preliminary list of interested parties should be included that will be participating including Community outreach to engage the Community and support the implementation.	
Budget	
Required Information:	Evaluation Considerations:

<p>a) A budget including the total cost for developing or updating the Community Energy Plan, as applicable, and a breakdown of each component and Activity required to develop the Community Energy Plan. If the Proponent or Joint Proponents, as applicable, is/are a Remote Community and is/are requesting additional funding of up to \$5,000, the work plan and budget must specify a rationale for why additional funding is needed in respect of the Proponents remote location.</p>	<p><i>The budget must be detailed and reflect the costs of developing the Community Energy Plan based on proposed components, work plan, timelines, and resources.</i></p>
<p>b) A total request for funding for the development of the Community Energy Plan must be included. If the total funding amount requested is less than the total cost of the Community Energy Plan, the Proposal should also indicate the amount and the source of the other funds that will be utilized, including any funds that will be contributed by the Proponent or Joint Proponents.</p>	<p><i>For Proposals submitted by Joint Proponents or Representative Organizations, any associated efficiencies or cost savings will be taken into consideration.</i></p>
<p>Project Team</p>	
<p>Required Information:</p>	<p>Evaluation Considerations:</p>
<p>a) The Proposal should identify the Project Lead, if applicable, and all Internal Resources and External Resources including their key responsibilities in the development of the Community Energy Plan. A resume and/or curriculum vitae is to be included for each team member as part of the Proposal.</p> <p>b) Project Lead: Any Proposal submitted by Joint Proponents must identify the person designated as the Project Lead. The Proposal should include a description and documentation of the person’s skills and qualifications. While the person does not need to have all of the required skills or qualifications, the description should include experience or skills that are relevant to the proposed Activities. The Proposal should include a job description that clearly indicates the type and level of involvement that the Project Lead will have in the development of a new or updated Community Energy Plan.</p> <p>c) Internal Resource(s): Proposal must include a description and documentation to demonstrate relevant skills, qualifications and the experience of any Internal Resource(s).</p> <p>d) External Resource(s): Proposal must include a description and documentation to demonstrate relevant skills and qualifications of any External Resources who will be involved relevant to Section 3.2(b) of the Program Rules. A completed Competitive Procurement Process template must also be included as part of the Proposal.</p> <p>Please note: If an Internal Resource or External Resource has not been hired or retained, as applicable, at the time of Proposal, a job description outlining the role of the individual or service provider, the scope of work to be completed by them, and the qualifications required to complete the work, must also be included. Where a resource has been identified in the Proposal as yet to be retained, evidence that the resource has been retained must be provided to the IESO prior to the First Disbursement, including written</p>	<p><i>Project team information will be evaluated against a detailed schedule for the completion of each component, including how the work will be managed, how costs will be controlled and how the responsibility for specific tasks will be delegated amongst the project team. The Proposal should demonstrate the skill sets and experience, qualifications, level of involvement, and time commitment of all project team members. Each team member will be evaluated based on the experience and skill set as it applies to the Activities for which they will be responsible.</i></p>

confirmation from the Proponent and the name and contact information of such resource.	
--	--

If the IESO determines that a Proponent does not meet the mandatory eligibility requirements, or the Proposal does not meet the mandatory completeness and eligibility requirements, the IESO will notify the Proponent that its Proposal has been rejected, and will provide reasons for such determination.

Once the IESO has determined that the Proposal has met the mandatory completeness and eligibility requirements, the IESO will provide the Proponent with notice that the Proposal has been accepted and that the Time Stamp for the Proposal has been validated. The Proposal will then move forward for evaluation by the IESO Review Committee.

The IESO may request clarification on Proposals from time-to-time. It is expected that any updates, amendments, additional documents, or the like, will be provided to the IESO in a timely fashion according to a schedule agreed upon between the Proponent or Joint Proponent and relevant IESO staff.

The IESO may, at any time, ask for and contact references or other third parties about a Proponent or Joint Proponent as part of the IESO’s due diligence into assessing a Proposal or compliance with the Program Rules or Funding Agreement.

The IESO has the right, in its sole and absolute discretion, to determine whether the Proposal meets the eligibility requirements, and whether the Proposal meets the mandatory requirements criteria, all as set out in this Section 5. The IESO has the right to accept or reject a Proposal, at any time, in its absolute and sole discretion.

The IESO has the right, in its sole and absolute discretion, to waive any requirement or provision of the Rules, and, by submitting a Proposal, each Proponent agrees and acknowledges that the exercise of such right is fair and reasonable.

5.4 Updating an Existing Community Energy Plan Additional Requirements

For Proponents that are updating an existing Community Energy Plan, in addition to the requirements set out in Section 5.3, the following must also be included as part of the Proposal at a minimum:

Additional Required Information:	Evaluation Considerations:
a) A copy of the existing Community Energy Plan with highlights of areas to be updated, along with a description of how an updated Community Energy Plan will benefit the Community including the vision, objectives and scope, the date it was originally completed, and the Project Team, Internal Resources, and External Resources involved in the completion of the Community Energy Plan, how it has been implemented to date and how it is currently being used by the Community.	<i>Proponents requesting funding to update an existing Community Energy Plan will also be evaluated on the detail provided for each additional requirement. A detailed description of the benefits and value of updating the existing Community Energy</i>
b) A Supporting Resolution confirming commitment to update the existing Community Energy Plan and implementation of approved updates/changes.	

c) A description of the current energy needs of the Community, a description of the potential new opportunities and the overall value of updating an existing Community Energy Plan for the Community.	<i>Plan will be considered in the evaluation.</i>
d) A detailed implementation plan for the final updated existing Community Energy Plan.	

5.5 Proposal Selection for Funding

The IESO Review Committee will form a consensus record of score and comments for each Proposal. A process monitor will be present at all IESO Review Committee meetings to ensure the evaluation of Proposals is conducted in a fair manner.

The IESO has the sole and absolute discretion to award less funding than requested in the Proposal.

The IESO will endeavour to review and either accept, by issuing a written offer to enter into a Funding Agreement (the “**Offer**”), or reject, a Proposal, by written response to a Proponent or Joint Proponent, within sixty (60) Business Days following issuance of a validated Time Stamp in respect of the Proposal. Successful Proponents will receive an approval letter and Offer.

If a Proposal is rejected, any such rejection shall not prohibit a Proponent from submitting a new or revised Proposal. The new or revised Proposal will be subject to the Program Rules and Funding Agreement in effect at the time of submission or resubmission.

5.6 Amendments To Proposal

A Proponent or Joint Proponent may amend a submitted Proposal at any time up to the date of an Offer. Any amendment shall clearly indicate what part of the Proposal the amendment is intending to replace or amend. An amendment will delay the processing time for that Proposal and the amended information may trigger a complete re-evaluation of the Proposal.

SECTION 6 FUNDING AGREEMENT FORM AND EXECUTION

6.1 Offer and Acceptance

If a Proposal is approved for funding, the IESO and the Successful Proponent will enter into a Funding Agreement. In the case of a Joint Proposal, all Joint Proponents shall be required to sign the Funding Agreement. A Successful Proponent has thirty (30) days from the issuance of the offer (the “**Acceptance Period**”) to accept the Funding Agreement, sign and deliver three (3) copies of it to the IESO. If the Successful Proponent is not able to submit the original three (3) copies of the executed Funding Agreement to the IESO within this time frame, it must send a written request to the IESO for an extension of the Acceptance Period before the Acceptance Period has concluded, which shall be in the IESO’s sole and absolute discretion to extend. If the IESO does not receive three (3) executed copies of the Funding Agreement as indicated in this Section 6.1 by the expiry of the Acceptance Period (as may be extended as set out above), the Proposal shall be deemed to have been withdrawn.

Once a Funding Agreement has been entered into by the IESO and the Proponent or Joint Proponents, as applicable, any conflict or inconsistency between the Funding Agreement and these Rules shall be resolved in favour of the Funding Agreement.

6.2 ACEP Acknowledgement

As more specifically outlined in the Funding Agreement, Successful Proponents are required, as a condition of receiving the funding, to recognize the IESO’s contribution of funding in all publicity or publications related to the Community Energy Plan in written documents, including in the Community Energy Plan itself, by including the following text:

“This project was made possible in part through the financial support of the Independent Electricity System Operator’s (“IESO”) Aboriginal Community Energy Plan Program.

[Insert name of Recipient] is solely responsible for implementation of this initiative, and the IESO has no responsibility or liability whatsoever in the event that any person suffers any losses or damages of any kind as a result of the initiative.”

6.3 Deliverables and Reporting

A Successful Proponent will be required to submit several reports to the IESO, in the form set out on the Website from time to time, on the dates set out in the Funding Agreement, to provide updates on progress to-date as well as identification of any setbacks that may impact timelines. These reports (the “**Reports**”) include but are not limited to:

- (a) Check-In Reports;
- (b) Interim Report; and
- (c) A Final Report.

It is the responsibility of the Successful Proponent to notify the IESO immediately of any significant setbacks that may affect the completion of the Community Energy Plan at any time or, in any case, by the relevant deliverable dates as provided for by the Funding Agreement.

6.4 Payments

The Funding Agreement will provide schedules for payments and Deliverables for Successful Proponents. It is the Successful Proponent’s responsibility to manage the budget, including payment of all Internal Resources and External Resources, for the Community Energy Plan in alignment with the payment schedule as outlined below. Typically, three payments will be provided to a Successful Proponent throughout the term of the Funding Agreement as follows:

First Disbursement	Once the IESO and the Successful Proponent enter into a Funding Agreement, the first payment representing 30% of the Maximum Funding Amount will be issued. Please note: Where a resource has been identified in the Proposal as yet to be retained, evidence that the resource has been retained must be provided to the IESO prior to the First Disbursement, including written confirmation from the Proponent and the name
--------------------	--

	and contact information of such resource.
Second Disbursement	Once the IESO receives and accepts the interim Deliverables and deems the reporting requirements to have been met, as set out in the Funding Agreement, the second payment will be issued to the Successful Proponent comprising 40% of the Maximum Funding Amount.
Final Disbursement	Once the IESO receives and accepts the final Deliverables and reporting requirements, as set out in the Funding Agreement, the third payment will be issued to the Successful Proponent comprising the lesser of: a) 30% of the Maximum Funding Amount and b) the actual Eligible Expenses incurred that have not been covered by previous payments.

Except in the case of the First Disbursement, a Successful Proponent will be required, in respect of Eligible Internal Resources and Eligible External Resources to provide invoices and supporting documentation as evidence of the work and costs incurred. For External Resources, invoices from an external consultant to the Successful Proponent must be provided including proof of payment and supporting documentation such as reports, summaries, results or other evidence. For Internal Resources, a log of dates and hours worked and the description of work completed is required.

At any point, if it is determined by the IESO, acting reasonably, that the IESO has paid the Successful Proponent funds in excess of the amount that can be supported by the documentation submitted to the IESO by the Successful Proponent, the Successful Proponent shall immediately, upon notice by the IESO of the same, reimburse the IESO for that amount which has not been justified.

SECTION 7 REVIEW AND AMENDMENTS

7.1 IESO Rights

The IESO intends to review and amend, as necessary, these Program Rules and the form of Funding Agreement from time to time. The IESO may make such an amendment in response to changes resulting from Directions, changes in Laws and Regulations, significant changes in market conditions or other circumstances as it deems necessary or advisable in its sole and absolute discretion. Notice of any amendment will be posted on the Website for such time period, if any, prior to the effective date of such Amendment, as circumstances may permit.

7.2 Updates

If the IESO, for any reason, determines that it is necessary to provide additional information (including responses to questions) relating to these Program Rules, such information will be communicated on the Website and/or by email. Proponents are responsible for reviewing all information on the Website in relation to the Program Rules and the form of Funding Agreement issued by the IESO.

SECTION 8 OTHER PROVISIONS

8.1 IESO Contact

Proponents and Joint Proponents are encouraged to contact the IESO with any questions at:

Email:	ACEP@ieso.ca
Phone:	416-969-6317

8.2 Proponents' Questions

Proponents or Joint Proponents are advised to examine all of the ACEP documents and may direct questions or seek additional information, in writing by e-mail or by phone, in advance of submitting a Proposal.

It is the responsibility of a Proponent or Joint Proponents to seek clarification on any matter it considers to be unclear. The IESO shall not be responsible for any misunderstanding on the part of a Proponent or Joint Proponents concerning ACEP or its process.

To ensure consistency and quality of information provided to Proponents or Joint Proponents, the IESO will collect all enquiries and provide responses which may be posted on the Website without revealing the sources of the enquiries.

A Proponent or Joint Proponent shall not at any time, directly or indirectly, communicate with the media, the Ministry of Energy, or any Person other than its Internal Resources and External Resources in relation to these Rules, a Proposal, ACEP, or any Funding Agreement awarded pursuant to these Rules, without first obtaining the written permission of the IESO. Such prohibited communication by a Proponent may result in termination of the Proposal or Funding Agreement.

8.3 Travel and Hospitality

A Successful Proponent will be required to agree that all travel, meal and hospitality costs incurred by a successful Proponent and/or any third party engaged by a Successful Proponent in fulfilling its obligations under the Funding Agreement shall, at all times, be made in accordance with the, Travel, Meal and Hospitality Expenses Directive to which the IESO is subject, as amended from time to time, available at: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive> (the "**Travel, Meal and Hospitality Expenses Directive**").

8.4 Audit

The IESO may audit the Proponent in accordance with the Funding Agreement at any time during the Funding Period and for a period of seven years thereafter, or such longer period as may be specified in Laws and Regulations.

8.5 Disclaimer Re Information

Neither the IESO nor its advisors makes any representation, warranty, or guarantee as to the accuracy of the information contained in these Program Rules. Any quantities shown or data contained in these Program Rules are estimates only and are for the sole purpose of indicating to Proponents or Joint Proponents the general size of the work. It is the responsibility of each Proponent and Joint Proponent, as applicable, to avail itself of all the necessary information to prepare a Proposal in response to these Program Rules.

Proponents and Joint Proponents are advised to examine all of the documents comprising these Program Rules and are requested to report any errors, omissions, or ambiguities. They are encouraged to submit questions or seek additional information before submitting a Proposal.

It is the responsibility of a Proponent and Joint Proponents to seek clarification from the IESO on any matter it considers to be unclear. The IESO shall not be responsible for any misunderstanding on the part of any party concerning these Program Rules, ACEP, or its processes.

The IESO is not under any obligation to provide additional information, but may do so at its sole discretion.

8.6 Proponents to Bear Costs

Proponents and Joint Proponents shall bear all costs associated with, or incurred in, the preparation of its Proposal including, if applicable, costs incurred for legal review, interviews, presentations, or demonstrations. The Proponent and Joint Proponents shall bear all costs associated with work undertaken or expenses incurred on a Community Energy Plan that has not been approved for funding by the IESO under ACEP or any work completed or expenses incurred before a Funding Agreement has been signed.

8.7 FIPPA

The Proponent or Joint Proponent acknowledges and agrees that the IESO is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**") and may, subject to FIPPA, require disclosure of confidential information in the custody or control of the IESO to third parties. The Proponent must comply with all privacy laws applicable to it.

Subject to the Rules, all information submitted by the Proponent or Joint Proponent will be treated as confidential subject to and in accordance with applicable Laws and Regulations, including applicable freedom of information and privacy Laws and Regulations, or by order of a court or tribunal. Please be advised that any Proposal will, as necessary, be disclosed on a confidential basis, to the IESO's advisors retained for the purpose of evaluating or participating in the evaluation of Proposals and/or to the Ministry of Energy.

By submitting any information requested in these Program Rules, Proponents and Joint Proponents agree to the collection, use and disclosure of such information as described in the Program Rules as part of the evaluation process, for any audit of this procurement process, planning and for contract management purposes.

Notwithstanding this Section 8.7, the IESO may make public, on the Website or otherwise, the names of any Proponent or Joint Proponent, a general description of the Activity or Activities, the amount and timing of any funding awarded, and, in the sole and absolute discretion of the IESO, the Final Report.

8.8 No Contract

By submitting a Proposal and participating in the process as outlined in these Program Rules, Proponents and Joint Proponents expressly agree that no contract or agreement of any kind is formed under, or arises from, these Program Rules, prior to the signing of a formal written Funding Agreement by both the IESO and the Proponent or Joint Proponents, as applicable.

8.9 Other Terms

In the event there is any conflict between the Program Rules and the Proposal Template posted on the Website, the Program Rules govern to the extent of any such conflict. The IESO may, in its sole and absolute discretion, suspend ACEP, restart ACEP after suspension, terminate ACEP, increase or decrease funding caps, and revise the Program Rules.

8.10 Governing Law of Program Rules

These Program Rules and ACEP shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8.11 Miscellaneous

- (a) None of ACEP, these Program Rules, or any solicitation hereunder shall be considered a tender call. The IESO is not committed in any way to approve any Proposal, enter into any Funding Agreement (whether or not such Funding Agreement has been offered) or fund any Community Energy Plan or components of a Community Energy Plan, and the IESO reserves the complete right to, at any time, reject any and all Proposals and/or to terminate ACEP.
- (b) All decisions of the IESO with respect to a Proposal, including whether a Proponent or Proposal meets the mandatory requirements, waiving a requirement or requiring additional information in respect of a Proposal, shall be in its sole and absolute discretion. Any decision by the IESO to accept, reject, or otherwise deal with a Proposal shall be final and binding and shall not be subject to appeal by the Proponent.
- (c) The IESO's decision with respect to a Proposal is final, will be made in its sole and absolute discretion, and takes precedence over prior communications. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of the Proposal, except as specifically set forth in the Funding Agreement that may be entered into between the IESO and the Proposal should the Proposal be approved. No reliance may be placed on any warranty, representation, opinion, advice or assertion of fact made by the IESO or any of its representatives, except to the extent that the same has been reduced to writing and included as a term of the Funding Agreement.
- (d) The IESO may reject a Proposal because of ineligibility of the Proponent(s), incompleteness, failure to respond to questions or requests for additional information, failure of the Proposal to meet the criteria set out above, or for any other reason in the sole and absolute discretion of the IESO.

**SCHEDULE A
APPENDIX TO
PROGRAM RULES - DEFINITIONS**

The following terms shall have the respective meaning stated below when used in the Program Rules:

<i>Acceptance Period</i>	has the meaning given to it in Section 6.1 of the Program Rules.
<i>ACEP</i>	has the meaning given to it in Section 1.1 of the Program Rules.
<i>Act</i>	has the meaning given to it in Section 1.1 of the Program Rules
<i>Activity or Activities</i>	has the meaning given to it in Section 3.2 of the Program Rules.
<i>Arm’s Length</i>	has the meaning given to it in the <i>Income Tax Act</i> (Canada).
<i>Business Day</i>	means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario.
<i>Check-In Report</i>	means a quarterly status report with respect to a Community Energy Plan, the status of the Community Energy Plan to date, and any information related to: (a) Community Energy Plan budget, (b) whether the Proponent will be able to meet its target completion dates set out in the Funding Agreement, (c) results of work completed or underway, (d) any negative change as it relates to the viability of the Community Energy Plan and (e) any other information that the IESO reasonably requests.
<i>Community or Communities</i>	has the meaning given to it in Section 2.1(a) of the Program Rules.
<i>Community Energy Plan</i>	has the meaning given to it in Section 4.1 of the Program Rules.
<i>Competitive Procurement Process</i>	has the meaning given to it in Section 3.3 of the Program Rules.
<i>Conflict of Interest</i>	includes, but is not limited to, any situation or circumstance where, in relation to ACEP or a Proposal, a Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having access to information in the preparation of its Proposal that is confidential to the IESO and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in ACEP; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of ACEP and render it non-competitive or otherwise unfair.
<i>Constituent Community</i>	has the meaning given to it in Section 2.2(a) of the Program Rules.

Contract End Date	has the meaning given to it in the Funding Agreement.
Contract Start Date	has the meaning given to it in the Funding Agreement.
Deliverable	has the meaning given to it in the Funding Agreement.
Direction	means a direction to the IESO from the Minister of Energy issued pursuant to the <i>Electricity Act, 1998</i> , as amended.
Distribution System Code	means the “Distribution System Code” established and approved by the OEB.
Electricity	means electric energy, measured in kWh.
Electricity Act	means the <i>Electricity Act, 1998</i> (Ontario).
Eligible Expenses	means Eligible Internal Expenses or Eligible External Expenses but specifically excludes Excluded Expenses.
Eligible Internal Expense	has the meaning given to it in Section 3.2(a) of the Program Rules
Eligible External Expense	has the meaning given to it in Section 3.2(b) of the Program Rules.
Energy Support Programs	has the meaning to it in Section 1.1 of the Program Rules.
Excluded Expense	has the meaning given to it in Section 3.2(c) of the Program Rules.
External Resources	has the meaning given to it in Section 3.2(b) of the Program Rules.
Final Disbursement	has the meaning given to it in the Funding Agreement.
Final Report	<p>means the completed Community Energy Plan that includes the components listed in Section 4.1.</p> <p>A component of the Final Report will require the Successful Proponent to submit a summary describing the journey of developing an Aboriginal Community Energy Plan outlining the planning and development successes and barriers faced with a short summary describing how this Plan will benefit your community over the next few years and into the future. This summary may be used by the IESO on its website and/or promotional materials should the Successful Proponent consent.</p>
First Disbursement	has the meaning given to it in the Funding Agreement.
FIT Program	means the Renewable Energy Feed-In Tariff Program established by the IESO pursuant to the FIT Rules and any prior or subsequent version of the FIT Rules.
FIT Rules	means the rules governing the FIT Program as may be amended in accordance with its terms, from time to time.

Funding Agreement	means an agreement between the IESO and a Proponent entered into pursuant to these Program Rules.
Funding Period	means the period commencing at the Contract Start Date and ending on the Contract End Date.
Governmental Authority	means any federal, provincial, or municipal government, parliament, 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 OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority, but excluding the IESO.
HST	means the harmonized sales tax applicable in Ontario.
IESO	means the Independent Electricity System Operator of Ontario established under Part II of the <i>Electricity Act, 1998</i> , as amended, or its successor.
IESO Market Rules	means the rules made under Section 32 of the <i>Electricity Act</i> , together with all market manuals, policies, and guidelines issued by the IESO, as may be amended from time to time.
IESO Review Committee	means the committee struck by the IESO to evaluate, assess and provide recommendations on Proposals under ACEP.
Including (and includes)	means “including (and includes) without limitation”.
Interim Report	an interim report template is provided on the Website and must be completed when requesting a payment for the Second Disbursement.
Internal Resources	means internal human resources of the Proponent or, if applicable, the Joint Proponents collectively, provided that: <ul style="list-style-type: none"> (a) the employee(s) and/or contractors carrying out the Activity are reasonably qualified and have the requisite skills and experience to accomplish the task to a reasonable standard and within a reasonable period of time; (b) the number of hours devoted to such Activity reflects the number of hours that would be required to accomplish such Activity by an appropriately qualified and experienced individual working reasonably efficiently; (c) the person/hours recorded and accounted for in respect of such Activity are true and accurate; and (d) the dollar amount expended, per hour and in aggregate, for such Activity by an employee or internal resource, is consistent with and comparable to the per hour and aggregate expenditures in respect of

	such employee or internal resource in respect of services provided to the Proponent by such employee or internal resource both prior to and following the Activity.
Joint Proponent	has the meaning given to it in Section 2.2(a) of the Program Rules.
Laws and Regulations	means, from time to time: <ul style="list-style-type: none"> (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 with respect to the same
Maximum Funding Amount	has the meaning given to it in Section 3.1 of the Program Rules.
OEB	means the Ontario Energy Board or its successor.
Offer	has the meaning given to it in Section 5.5 of the Program Rules.
OPA	has the meaning given to it in Section 1.1 of the Program Rules.
Person	means a natural person, 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, including the IESO.
Program Rules	has the meaning given to it in Section 1.1 of the Program Rules.
Project Lead	has the meaning given to it in Section 2.2(b)(iii) of the Program Rules.
Proponent	has the meaning given to it in Section 2.1 of the Program Rules.
Proposal	means a proposal submitted by a Proponent under the Program Rules.
Proposal Template	has the meaning given to it Section 5.2 of the Program Rules.
Remote Community	means a Community that provides notice in writing to the IESO that it is a “Remote Community” and that has a reasonable basis, in the IESO’s sole and

	absolute discretion, for requiring additional funding as a result of the Community's remote location.
Reports	Has the meaning given to it in Section 6.3 of the Program Rules.
Representative Organization	has the meaning given to it in Section 2.1(b) of the Program Rules.
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.
Second Disbursement	has the meaning given to it in the Funding Agreement.
Successful Proponent	means a Proponent who the IESO selects to enter into a Funding Agreement.
Supporting Resolution	is a resolution passed by a Community evidencing that the corresponding Proponent's Proposal and Community Energy Plan has the support of such Community.
Time Stamp	means the official record of the date and time that a Proposal was submitted to, and received by, the IESO.
Transmission System Code	means the "Transmission System Code" established and approved by the OEB.
Travel, Meal and Hospitality Expenses Directive	has the meaning set out in Section 8.3 of the Program Rules.
Website	has the meaning given to it in Section 1.1 of the Program Rules.

29721000.5