

SENT BY EMAIL TO: [email of recipient or individual with authority to bind the corporation as well as email of the contact person if required]

[date], [year]

[name]
[recipient address]

Dear [name of recipient or name individual with authority to bind the corporation],

Re: **CEPP Application # [num]**
[project name]

As per our letter of [date], please find enclosed the Funding Agreement for this project, to be reviewed and signed by [you / an individual(s) with authority to bind the corporation].

The grant amount, disbursement schedule, funded activities, deliverables and deadlines, as well as any conditions for each disbursement, are set out in schedules B and C of the Funding Agreement.

The Community Energy Partnerships Program (“CEPP”) was established by the Ontario Power Authority (“OPA”) and is jointly managed by Deloitte & Touche LLP (“Deloitte”) and Co-operative Fund for Community Power (“CP Fund”). Under the contractual structure of the CEPP, Deloitte is designated as the Program Manager and will be signing the Funding Agreement on behalf of the OPA. However, CP Fund will continue to be your point of contact and will continue to provide support and assistance to you, as required.

Key Requirements under the CEPP Funding Agreement

Please review the Funding Agreement in its entirety and ensure that you understand your obligations and responsibilities under it, including the following:

1. Eligibility

The Recipient’s eligibility for the CEPP program as per Section 2 of the Program Rules must be maintained at all times during the term of the Funding Agreement. Failure to maintain eligibility requirements means that the Recipient is in breach of

the Program Rules and section 9.1 of the Funding Agreement. Section 4.2 of the Funding Agreement requires the Recipient to promptly notify Deloitte and CP Fund in writing if there is a change in eligibility. Section 14.1 allows this notice to be provided by email to CEPP@Deloitte.ca and info@communityenergyprogram.ca.

2. Legal Advice

The Funding Agreement recommends that the Recipient receive independent legal advice with respect to the Program Rules, the Application and the Funding Agreement. In section 1.1(a) of the Funding Agreement the Recipient acknowledges that it has had an opportunity to receive such advice.

3. Conflict

Under Article 3 of the Funding Agreement, the Recipient must promptly notify Deloitte and CP Fund in writing, of any situation that could reasonably be interpreted as either an actual, potential or perceived conflict of interest. In such a situation, the Recipient must comply with any terms and conditions that may reasonably be prescribed by Deloitte or CP Fund. Disclosure of any actual, potential or perceived conflict of interest is an ongoing obligation on the Recipient.

4. Insurance

The Recipient must maintain the insurance described in Article 8 of the Funding Agreement, and must, within three (3) months of the date of execution of the Funding Agreement, provide the Program Manager with certificates of insurance, or other proof as may be requested, that confirms the insurance coverage.

5. Project Schedule

Under section 1.1 (j) of the Funding Agreement, the Recipient agrees to provide notification of any changes and/or delays to the project schedule as presented in the Application for CEPP funding.

6. Check in Reports

Section 4.1 of the Funding Agreement requires the Recipient to submit Check-in Reports in the prescribed form attached as schedule G and at the intervals set out in Schedule B. The Check-in Report includes disclosure of any challenges the Project is facing and any new developments or variances from the Funding Agreement, Application or last Check-in, including changes to the budget or activities.

7. Review Events

Under section 4.2 of the Funding Agreement, the recipient must inform the Program Manager promptly in writing of various events, including unavailability of expected funding for activities other than under the CEPP. Under section 1.1(o) of the

Funding Agreement, the Recipient acknowledges that the Project is economically viable, and reasonably expects it to be the subject of a future FIT contract. Lack of economic viability and ability to obtain a FIT contract are Funding Termination Events under the Program Rules.

8. Funding Period

Under sections 7.2 and 7.3 of the Program Rules, CEPP funding will not be provided for work undertaken prior to the date your application was substantially complete, which is the start of your Funding Period. The Funding Period commencement date for your grant is set out in Schedule C. Please submit invoices only for work undertaken on or after that date. If an Activity commenced before that date but continued after it, the portion of the work done on or after this date is still eligible for funding.

9. Allocation of Funding

The amount of your grant is based on the Work Plan and Budget you submitted. We understand that actual amounts incurred may be higher for some activities and lower for others, and for that reason your grant amount is a total amount for the Activities funded and may be shifted among those activities, provided that the scope of work remains as detailed in your Application.

10. Request for Payment

Payments will be issued to you in a series of disbursements. You must send a Request for Payment once you have completed the requirements for a given disbursement. The Request for Payment may be downloaded from the CEPP website and is found in the Grants section on the Funding Agreement page.

[insert any funding conditions or pre-conditions or RC-directed communication to Recipient]

Next Steps

Please review the Funding Agreement, print two copies of the signature page, fill in the required information and send the two original signed signature pages to:

Deloitte & Touche LLP
181 Bay Street
Bay Wellington Tower - Brookfield Place, Suite 1400
Toronto, ON, M5J 2V1

Attention: CEPP Program Manager
c/o Anne Baptiste

As per section 6.1 of the Program Rules, the signature pages are due within one month of the date of this letter.

Deloitte will sign the signature page and send the fully executed Funding Agreement to you. Please note that the date of execution of the Funding Agreement is the date that the Agreement is signed by Deloitte.

Once you have sent the signed signature pages to Deloitte and satisfied any pre-conditions relating to the first disbursement, please email a Funding Request for the first disbursement to info@communityenergyprogram.ca, so that we may process this payment. The amount of the first disbursement and any pre-conditions are shown in Schedule C to the attached Funding Agreement.

Please feel free to contact us with any questions or concerns at (416) 597-2748, toll-free at (888) 907-2377, or info@communityenergyprogram.ca.

Yours truly,

A handwritten signature in black ink, appearing to read 'Laurie Arron', with a stylized flourish at the end.

Laurie Arron
Program Director