

OEB STAFF INTERROGATORY 2

1.0 Revenue Requirement, Operating Costs and Capital Spending

**1.4** *Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions and other post-employment benefits) appropriate and reasonable?*

**1.4** Staff – 2

INTERROGATORY

Reference: Exhibit A-2-2, p. 13-14 and Exhibit B-3-1, p. 2-3

Preamble:

Page 14 of Exhibit A-2-2 states that “Incremental FTEs will be required to deliver the IESO’s core business and Market Renewal”.

Page 13 of Exhibit A-2-2 states:

*A reduction of one percent in the core operations staffing budget is anticipated to occur over the planning period as merger synergies are maintained and other efficiencies are realized.*

In addition, the table at the bottom of page 13 shows core FTEs continuing to decline. Page 2 of B-3-1 states:

*The government direction to conclude renewable procurement initiatives such as Large Renewable Procurement in 2016 resulted in staff vacancies. These vacancies were maintained within 2016 in anticipation of needing additional staff in support of the Market Renewal Program.*

Page 10 of Exhibit B-1-1 states:

*The approved Business Plan was resubmitted to the Minister on February 1, 2017 and included the forecast additional resourcing requirements for the Market Renewal Program, and reflect the elimination of the Large Renewable Procurement and redeployment of procurement staff accordingly.*

Questions:

a) Please explain how the IESO can anticipate a one percent reduction in the core operations staffing budget and at the same time require incremental FTEs to deliver the IESO’s core business.

b) What proportion of the incremental FTEs required for Market Renewal will be temporary vs. full time? How many are expected to be internal rather than external? For internal

resources, will the positions be backfilled? If not, please explain what work will not be done in 2017 that would have been undertaken by these internal resources.

c) Will any of the incremental FTEs required for Market Renewal eventually be converted to permanent/core staff? If yes, please explain how many are expected to become core FTEs and the forecast total FTEs for the IESO. If not, please explain how the IESO will manage any incremental or modified work created by the Market Renewal project without additional FTEs.

d) Please explain what is meant by 'maintaining vacancies' at page 2 of B-3-1? How does this relate to the core FTE numbers provided in Exhibit A-2-2 on page 13?

e) Please explain what work the 25 additional Market Renewal staff will do in 2017 given that there is no capital projects planned for Market Renewal in that year, as stated at Exhibit C-2-1, Attachment 1.

f) How were the staffing levels for Market Renewal determined?

g) Please explain whether the number of budgeted core FTEs should be lower given the 'elimination of the Large Renewable Procurement and redeployment of procurement staff...' as stated at page 10 of B-1-1. Where has procurement staff been redeployed to? How many staff has been redeployed? Was all redeployed staff previously working on the Large Renewable Procurement?

## RESPONSE

a) The IESO's core operations anticipate a planned reduction in staffing. The IESO requires the 25 incremental FTEs to deliver MRP and the balance of IESO's mandate.

FTEs required to deliver the Market Renewal Program (MRP) will come from two paths. The first is full time employees of the IESO, who will join the MRP on rotation from their home function. The second is temporary employees who will join the MRP from outside the IESO to work on the MRP. The proportion of temporary to full time FTEs will change depending on the phase of the program.

b) In the high level design phase, the majority of FTEs will be full time, with temporary FTEs filling roles related to stakeholder activities, communications, early-stage IT planning, and project management. As the program moves to the detailed design and implementation phase, additional external expertise will be required, in areas such as IT systems design, testing and quality assurance, along with additional project management resources. The proportion will switch to the majority being temporary FTEs, as the IESO does not have

sufficient internal quantity of all the resources required to support MRP in addition to its regular core business activities. In the Contingency and Post-Production Support phase, the resource mix will shift again, as only the resources needed to support those activities will remain as part of the program. It is expected that a combination of full time and temporary FTEs will be present until the program concludes.

Positions vacated by internal resources that join the MRP on rotation will be backfilled by the sending business area. The incremental FTEs related to MRP are a combination of direct MRP resources and backfill resources in the underlying business.

- c) Resources on the MRP team are expected to be released from the program at its conclusion and either return to their home role within the IESO (in the case of full time FTEs), or have their contract concluded (in the case of temporary FTEs). The in-service dates for the products of the MRP are several years away, and the IESO anticipates the organization will undergo many changes in that timeframe. The impact of the MRP on the post in-service organization staffing levels is not able to be determined at this time, as the MRP is still in the early stages of the high level design phase.
- d) It is the IESO's usual practice to redeploy resources within its core operations based on evolving business needs arising from current and future initiatives. In some cases, the positions expected to be redeployed may be vacant and the hiring timeline is adjusted to accommodate the requirements of the new position. In comparison to the Core FTE budget numbers provided on page 13 of Exhibit A-2-2, the table on page 3 of Exhibit B-3-1 shows the actual FTE comparison to highlight the variance between actual and planned staffing.
- e) The resources working on the MRP are primarily focussed on three main activities in 2017. The first is stakeholder education, where the IESO is trying to ensure that stakeholders with various levels of market knowledge have a common understanding about markets and market design prior to engaging in design discussions. The second is high level design discussion around the various options under consideration, how they work, what is done in other jurisdictions, etc. The third is project management planning activities. Collectively, these activities fall under our operating budget, and are not capitalized. Generally, the capitalization of activities will not start until the detailed design phase in late 2018 and beyond.
- f) Staffing levels for the MRP as filed in the 2017 RRS were based on best estimates of required work when the 2017-2019 Business Plan was developed. For 2017, we leveraged work performed by Brattle as well as organizational history from past projects. As further project planning is completed in 2017 and 2018, we expect to have better resolution on the anticipated resource requirements and will include those in the 2018-2020 Business Plan.

- 1 g) Procurement staff previously dedicated towards the Large Renewable Procurement (LRPII)
- 2 program has been redeployed to support various IESO initiatives in the Market and
- 3 Resource Development group. A total of three such staff have been redeployed.

OEB STAFF INTERROGATORY 3

1.0 Revenue Requirement, Operating Costs and Capital Spending

1.4 Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions and other post-employment benefits) appropriate and reasonable?

1.4 Staff – 3

INTERROGATORY

Reference: Exhibit B-1-1, p. 10

Preamble:

Page 10 of Exhibit B-1-1 states

*The IESO will be supporting the Ontario Climate Change Solutions Deployment Corporation ("OCCSDC"), a provincial crown corporation, by providing staff to perform work on behalf of the OCCSDC. IESO staff will utilize IESO office space and infrastructure while performing this work. All IESO staff time spent on OCCSDC related work will be tracked, and the IESO will charge a fully allocated cost for this staff time; the IESO will not be financing the work performed by its staff on behalf of the OCCSDC.*

Page 1 of C-3-1 states

*The internal 2016 costs associated with the Ontario government's greenhouse gas cap-and-trade initiative is approximately \$500,000. These incremental costs were for external counsel and consultants that were retained to assist the IESO to review and negotiate amendments to supply contracts where appropriate.*

Questions:

- a) How many FTEs and what percentage of these individual's time does the IESO expect to be supporting the OCSDC?
- b) Please explain how budgets have changed to reflect the time/costs of staff now working for the OCCSDC rather than on IESO work?
- c) How will the alternative deployment of these resources affect the achievement of the IESO's work in 2017? What work would have been undertaken by these resources but will now no longer be pursued in 2017?
- d) Please provide details of the fully allocated approach used to calculate the offset to the revenue requirement for 2017, including all assumptions.

1 e) How does the IESO's work for the OCCSDC relate to the costs for cap and trade related  
2 work stated at C-3-1?

3 RESPONSE

4 a) All costs incurred by the IESO related to the implementation of the OCCSDC would be  
5 recovered from the Greenhouse Gas Reduction Account, not from electricity ratepayers.  
6 The IESO will assign and hire resources as needed to ensure the successful completion of the  
7 engagement. Work related to the OCCSDC does not impact the IESO revenue requirement  
8 as costs incurred by the IESO are recovered from the Greenhouse Gas Reduction Account.  
9

10 b) There is no change to the budget as costs incurred by the IESO are recovered from the  
11 Greenhouse Gas Reduction Account.  
12

13 c) There will be no impact to IESO's 2017 core mandate work as incremental resources funded  
14 by OCCSDC will be secured.  
15

16 d) Please refer to the response to part (b) above. The fully allocated cost includes staff  
17 compensation and benefits costs, and support costs such as external contracted services,  
18 office space and computer equipment. These costs are aggregated within IESO's accounting  
19 system and invoiced back on a periodic basis.  
20

21 e) The IESO's work for the OCCSDC does not relate to the costs for cap and trade related work  
22 at Exhibit C-3-1.

OEB STAFF INTERROGATORY 4

1.0 Revenue Requirement, Operating Costs and Capital Spending

1.4 *Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions and other post-employment benefits) appropriate and reasonable?*

1.4 Staff – 4

INTERROGATORY

Reference: Exhibit B-3-1, p. 2-3, Exhibit C-2-1, attachment 4

Preamble:

Page 3 of Exhibit B-3-1 states that there were 675 actual staff while 688 were budgeted for that year. Exhibit C-2-1, attachment 4 indicates that there were 665 employees in 2016.

Questions:

- a) Please explain the difference in the head count between Exhibit B-3-1, page 3 and Exhibit C-2-1, attachment 4.
- b) Did the IESO conduct any benchmarking to support the projected staff levels and compensation for 2017? If so, please file the supporting documentation.

RESPONSE

- a) 675 actual staff represented the actual headcounts as at December 31, 2016 whereas, 665 FTEs represented annual average FTEs for 2016.

- b) The IESO did not utilize external benchmarking in its resource requirements process. The business units consider the scope of work anticipated as well as historical resourcing needs when developing their projected requirements but not formal benchmarking takes place. Benchmarking studies of compensation prior to the merger showed IESO's compensation at approximately the 75th percentile of its comparator group and the OPA's compensation at approximately the 50th percentile of its comparator group.

In early 2015, the newly amalgamated IESO retained the Hay Group to conduct a market pricing study for all non-represented positions. The result of the market pricing initiative was the design and implementation of a new, harmonized compensation structure for IESO's non-represented positions that is appropriately aligned with

1 external market comparators, at approximately the 50th percentile. The IESO has been  
2 applying the compensation strategy since 2015.



1 AMPCO INTERROGATORY 8

2 1.0 Revenue Requirement, Operating Costs and Capital Spending

3 Issue 1.4

4 Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions  
5 and other post-employment benefits) appropriate and reasonable?

6 INTERROGATORY

7 Reference: Ex A2-2-2 Page 6

8 a) Please provide the planned incremental FTEs in 2017, 2018 and 2019 to address the  
9 following areas: Technology, Industry Change and Electrification; Climate Change  
10 objectives; and Cyber Security.

11 RESPONSE

12 a) The planned incremental FTEs in 2017, 2018 and 2019 are temporary resources required to  
13 deliver the IESO's core business and Market Renewal Program priorities. It is not feasible to  
14 parse out the incremental FTEs to address the areas of technology, industry change and  
15 electrification, climate change objectives and cyber security, due to the integrated nature of  
16 the areas and the complexity in the way resourcing needs are met. For example, resources  
17 may be re-deployed from other areas within the organization, they may be re-assigned mid-  
18 way through the year, or they may be working on multiple areas simultaneously.  
19 Therefore, it is difficult to determine with certainty the incremental FTEs assigned to each of  
20 the specific areas.



AMPCO INTERROGATORY 9

1.0 Revenue Requirement, Operating Costs and Capital Spending

Issue 1.4

Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions and other post-employment benefits) appropriate and reasonable?

INTERROGATORY

Reference: Ex C T2 S1 Attachment #3 Appendix 2-JC

a) Please provide the number of FTEs in each operating program for the years 2015, 2016 and 2017.

b) Please provide the total compensation and benefit amounts allocated to each Operating Program in Appendix 2-JC for the years 2015 to 2017.

RESPONSE

a) The number of FTEs in each operating program for the years 2015, 2016 and 2017 is as follows:

<b>FTEs</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
CEO Office	8	8	8
Market and System Operations	190	190	194
Market and Resource Development	100	98	97
Conservation and Corporate Relations	90	90	90
Information and Technology Services	146	146	146
Planning, Legal, Indigenous Relations & Regulatory Affairs	59	61	61
Corporate Services	83	80	80
Market Assessments and Compliance Division	14	15	15
Market Renewal Program	0	0	25
All Other	5	0	-4
<b>Total IESO</b>	<b>695</b>	<b>688</b>	<b>712</b>

b) The total compensation and benefit amounts allocated to each Operating Program in Appendix 2-JC for the years 2015 to 2017 is as follows:

(\$million)	2015	2016	2017
CEO Office	1.8	1.8	1.8
Market and System Operations	33.8	32.4	31.3
Market and Resource Development	11.5	12.1	13.3
Conservation and Corporate Relations	11.6	12.6	13.6
Information and Technology Services	19.7	19.4	20.3
Planning, Legal, Indigenous Relations & Regulatory Affairs	9.0	10.4	11.0
Corporate Services	12.1	12.4	12.6
Market Assessments and Compliance Division	2.9	2.9	3.1
Market Renewal Program	-	-	8.3
Corporate Adjustments	6.7	6.2	2.3
<b>Total IESO</b>	<b>109.1</b>	<b>110.3</b>	<b>117.4</b>

CME INTERROGATORY 2

Issue 1.4

INTERROGATORY

Ref 1: Exhibit A, Tab 2, Schedule 2 page 26 of 31

Ref 2: Exhibit A, Tab 2, Schedule 2, page 13 of 31

Ref 3: Exhibit B, Tab 3, Schedule 1 page 3 of 3

In Ref 1 the chart identifying the key risks for 2017, the IESO states that the fourth risk is:

*“Current workforce capacity and allocation does not support the IESO's ability to effectively execute its mission, strategy and expanding responsibilities.”*

The table at Ref 3 shows that the IESO is thirteen staff members below budget. One of the tables at Ref 2 shows that 25 more incremental FTE's are required for 2017 and a further 50 for 2018.

(a) Please provide an update regarding current staffing levels and how they compare to the number of staff that the IESO states that it requires in order to pursue both the MRP and their core mandate.

(b) Please provide an update as to the status of the risk identified in Ref 1.

(c) Please provide the approach that the IESO has used to ramp up hiring for 2017 and intends to use to continue hiring the proper number of employees in 2018 and beyond to manage the risk identified in Ref 1.

RESPONSE

(a) The table below provides an update on current average staffing levels for 2017 for IESO core operations and MRP based on averages for the first half of 2017. MRP support consists of a combination of redeployed resources from other divisions, as well as time charged from a variety of support functions. The June YTD average of 11 FTE equivalents has been charged to MRP. The trend of increased temporary staffing is expected to continue, with ongoing ramp up of hires in the second half of 2017, with a resulting annual average FTE budget of 712 for 2017.

<b>Staff</b>	<b>2017 Avg YTD June Actual</b>	<b>2017 Avg YTD June Budget</b>	<b>Variance</b>
Regular	647	674	(27)
Temp	45	13	32
<b>Total</b>	<b>692</b>	<b>687</b>	<b>5</b>

(b) Regarding an update on the status of the workforce capacity risk, the IESO continues to manage the risk on an ongoing basis across the organization. Some of the measures being taken to manage the risk are:

1. Develop resource plans to most effectively utilize current resources and manage requirements to support incremental initiatives.
2. Review existing processes and products to determine critical deliverables allowing redeployment of staff
3. Focus available resources on those elements of the new strategy, vision, and mission that are most critical to the success of the IESO
4. Monitor and manage work / resource prioritization to ensure available resources are focused on timely completion of high priority products and initiatives
5. Maintain a portfolio of potential candidates for key positions through developmental and rotational programs for all staff levels
6. Pursue key skill and on-the-job training for existing staff to ensure adequate diversity of skill-sets and experience within the existing resource pool
7. Use external resources and temporary staff where cost effective to provide incremental value

(c) Please refer to the response to Society Interrogatory 2 at Exhibit I, Tab 1.4, Schedule 8.02.

CME INTERROGATORY 7

Issue 1.4

INTERROGATORY

Reference: Exhibit A, Tab 3, Schedule 1, page 52 of 56

The IESO states that the midpoint of the executive salary grade was defined as the:

*[T]otal direct cash compensation (annual base salaries plus annual short-term and long-term target incentive awards) of the hybrid market's price point at the 50th percentile for each salary grade.*

- (a) Please confirm whether this includes things such as benefits and paid expenses.
- (b) If it does not account for these items, please provide the average quantum of benefits and paid expenses for an executive at the IESO, as well as the average percentage of their compensation which is encompassed by those benefits.
- (c) If the comparison does not account for benefits and paid expenses, does the IESO or the Hay Group have that data for the comparator group? Please provide if they do.

RESPONSE

- (a) The definition of total direct cash compensation does not include benefits and paid expenses.
- (b) The average percentage of pay for benefits is 20.61% without pension and 31.84% with pension. These percentages are averages used in our budget planning process for all regular employees. We do not have segmented data by employee level. Expenses fluctuate depending on the need of the organization and the duties of each executive. In 2016, the executives had an average percent of 0.43% of base pay for expenses.
- (c) The IESO does not have this data available. Since its creation in January, 2015, the IESO has not done an executive benefits or executive paid expenses benchmarking study through Hay (or any other benefits/compensation consulting firm). Therefore, the IESO does not have information in regard to this question.

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ENERGY PROBE INTERROGATORY 4

INTERROGATORY

**References:** Exhibit A-2-2, Business Plan Page 9; EB-2016-0275 Exhibit A-2-2, Business Plan Page 11

**Preamble:** The 2016 Business Plan stated that “the IESO expects full-time staff to decline from 694 in 2015 to 680 in 2018”

For 2017, the IESO anticipates an average headcount of 687 for core operations and an incremental 25 headcount, for a total of 712. The incremental resources will be required to deliver the IESO’s core business and Market Renewal.

- a) Please provide the actual FTEs for (OPA and) IESO from 2010-2016.
- b) Please list the number of part-time or contract employees it will employ between 2015 and 2019.
- c) Please Specifically Indicate of the 25 FTEs added 2017, how many are for the Market Renewal Program and how many are fill-in for staff assigned to the MRP.
- d) For the FTE Projection on Page 11 please indicate of the proposed 75 FTEs added in 2018/19, how many are for the Market Renewal Program and how many are fill-in for staff assigned to the MRP.

RESPONSE

- a) The table below provides the actual FTEs for (OPA and) IESO from 2010-2016

<b>Actuals</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
OPA	245	260	261	267	255	-	-
IESO	438	448	461	471	470	680	665
<b>Total</b>	<b>683</b>	<b>709</b>	<b>721</b>	<b>738</b>	<b>725</b>	<b>680</b>	<b>665</b>

- b) The table below provides the IESO’s temporary employees from 2015 – 2019

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
Temporary employees	51	32	23	23	23

- 1 c) Please refer to the response to AMPCO Interrogatory 15 at Exhibit I, Tab 1.6, Exhibit 10.15.  
2 The Market Renewal Program has budgeted 25 incremental FTEs for 2017. The resources  
3 will come mainly from the core business, with the positions vacated in the core business  
4 requiring backfill.  
5
- 6 d) Please refer to the responses to AMPCO Interrogatory 15 at Exhibit I, Tab 1.6, Exhibit  
7 10.15.and AMPCO Interrogatory 14 at Exhibit I, Tab 1.6, Schedule 10.14. The FTEs estimated  
8 for MRP in 2018 and 2019 are incremental FTEs for MRP. The resources will come mainly  
9 from the core business, augmented by external temporary resources.

**ENERGY PROBE INTERROGATORY 5**

**INTERROGATORY**

Reference: Exhibit A-3-2, Pages 36-38 Exhibit C, Tab 2, Schedule 1, Attach. 4 Form 2K

a) Using the Form 2K provided in evidence as a starting point, please modify to provide for Executive, Management, Society and Union groups for the historical (2011-2015), as well as bridge (2016) and test years (2017) a breakdown as applicable, of

- Total Full Time Employees (FTE); total Part-Time Employees,
- Total Salaries & Wages
- Benefits charged to O&M.

b) Please provide a table that benchmarks for 2011-2017 (forecast):

- Total Compensation to Total OM&A and
- OM&A per TWh.

**RESPONSE**

a) Please refer to the response to AMPCO Interrogatory 27 at Exhibit I, Tab 5.2, Schedule 10.27 for the 2016 Actuals and 2017 Budget in the requested format. Predecessor organizational comparative data for 2014 and prior to 2014 cannot be readily aggregated on this basis. Also, due to merger-related workforce harmonization taking place in 2015 and beyond, comparative data regarding represented and non-represented positions is not available.

b) Please find below the total compensation to total Operating and Admin costs for 2016 Actuals and 2017 Budget. Please note that increases in 2017 are primarily due to the Market Renewal Program impact.

	<b>2016 Actuals</b>	<b>2017 Budget</b>
Total Operating & Admin (O&A)	181.6	191.4
Total Compensation	109.5	117.5
Total Compensation to Total O&A	60%	61%
TWh	162.3	161.1
O&A per Twh	1.12	1.19

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1 ENERGY PROBE INTERROGATORY 6

2 INTERROGATORY

3 **Reference:** Exhibit A-3-1, Page 52

4 **Preamble:** The Broader Public Sector Executive Compensation Framework regulation (O. Reg  
5 304/16) came into force in 2016 for implementation in 2017. The IESO's executive compensation  
6 program will be reviewed in accordance with this regulation and made available on the IESO's  
7 website by September 2017.

- 8 a) Has IESO retained the Hay Group to undertake this review?  
9 b) Will the compensation comparison be filed in this case?  
10 c) If not, please provide evidence to confirm that the IESO 2017 total compensation (Executive)  
11 conforms with the regulation?  
12 d) Please provide an update for 2017 executive base salary compensation in the same format as  
13 Exhibit A-3-1, page 54. Include the two missing executive positions. Please reconcile with  
14 Exhibit C, Tab 2, Schedule 1, Attachment 4, Form 2-K and the response to Energy Probe IR#  
15 4  
16 e) Please provide a table showing all executive and management incentive pay, other benefits  
17 and other post-retirement benefits for 2016 and a projection for 2017.

18 RESPONSE

19 a, b & c) With the assistance of Korn Ferry Hay Group, the IESO is preparing its Executive  
20 Compensation Framework. The revised executive compensation program will be submitted to  
21 the Ministry of Energy for review by the end of September 2017. Once the Ministry approves  
22 the draft version, the IESO will post it on the website for public viewing and comment for 30  
23 days. Feedback will be reviewed and incorporated where appropriate and the framework will  
24 be submitted to the Ministry for final approval. This final document will be shared with the  
25 public only after the IESO has received permission to do so.  
26

1 d)

<b>Name &amp; Position</b>	<b>Base Salary</b>	<b>Variable Pay</b> (1)	<b>Other Annual Compensation</b> (2)	<b>Total Cash Compensation</b> (3)
Bruce Campbell President & CEO	\$536,364	\$53,636	\$32,527	\$622,527
Kimberly Marshall VP Corporate Services & CFO	\$268,460	\$13,423	\$5,305	\$287,188
JoAnne Butler VP Market & Resource Development	\$339,968	\$30,600	\$1,037	\$371,605
Kim Warren (retired Dec 31, 2016) VP Market & System Operations & COO	\$319,228	\$30,330	\$15,893	\$365,451
Terence Young VP Conservation & Corporate Relations	\$307,037	\$29,170	\$22,065	\$358,272
Douglas Thomas VP Information and Technology Services	\$304,646	\$27,420	\$6,050	\$338,116
Michael Lyle Vice-President, Planning, Legal, Indigenous Relations and Regulatory Affairs	\$269,562	\$24,270	\$4,428	\$298,260

(1) 2016 earned variable compensation was paid in December 2016

(2) Represents remaining flex credits paid out at year end as taxable income

(3) These amounts were reported as "Salary Paid" under the Annual Public Sector Salary Disclosure (PSSD)

1 e)

Executives & Management	Incentive Pay	Other Benefits (Flex Credit Value)	Post Retirement Benefits*
2016	\$0.208 million	\$1.209 million	\$8.127 million
2017 (projected at target)	\$0.229 million	\$1.297 million	\$8.621 million (Business Plan amount)

2

3 \*Note: Post Retirement Benefits represent the amount for the whole organization. The

4 breakdown for executive and management is not available.

5 In 2017, the actual number of managers is 12 employees higher than outlined in the Exhibit C,

6 Tab 2, Schedule 1, Attachment 4 budget number. Salaries and benefits reflect these additional

7 staff. 'Other benefits' has been defined for this table as flex benefits.

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ENERGY PROBE INTERROGATORY 11

Issue 1.4

INTERROGATORY

**Reference:** Exhibit B, Tab 1, Schedule 1, Page 10

**Preamble:** The IESO will be supporting the Ontario Climate Change Solutions Deployment Corporation ("OCCSDC"), a provincial crown corporation, by providing staff to perform work on behalf of the OCCSDC. IESO staff will utilize IESO office space and infrastructure while performing this work. All IESO staff time spent on OCCSDC related work will be tracked, and the IESO will charge a fully allocated cost for this staff time;

- a) Please provide a copy of the Inter-corporate Service Agreement (ISA) for the services.
- b) If the ISA is not available, or does not contain a schedule with the estimates/calculations for staff time, space and overhead, please provide a copy of these.
- c) If the costs incurred for the OCCSDC work differ from estimates, who is responsible for any difference?

RESPONSE

- a) Please refer to Attachment 1.
- b) Please refer to Attachment 1.
- c) Please refer to the response to BOMA Interrogatory 33 part (b) at Exhibit I, Tab 5.3, Schedule 2.33.

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**Ontario Climate Change Solutions Deployment  
Corporation Agreement  
No. 171801**

**Between**

**The Ministry of the Environment and Climate Change**

**And**

**Independent Electricity System Operator**

**Dated: April , 2017**

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## AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”), made in duplicate, is effective as of the \_\_\_\_ day of April, 2017,

**BETWEEN:**

**HER MAJESTY THE QUEEN** in right of Ontario  
as represented by the Minister of the Environment and Climate Change  
(referred to as the “**Ministry**”)

**AND:**

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR**  
a corporation without share capital pursuant to subsection 5 (1) of the *Electricity Act, 1998*  
(referred to as the “**IESO**”)

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

### ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

#### 1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

“**Agencies**” means all advisory, adjudicative, regulatory (including those with governing boards), and operational service agencies of the Province of Ontario;

“**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and “**Authorities**” means all such authorities, agencies, bodies and departments;

“**Business Continuity Plans**” means the documents created by the IESO which describe how the IESO will maintain continuity of its operations identified as time critical during an event of Force Majeure, or other emergency, disaster or disruption;

“**Business Day**” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“**Client**” means any entity falling within the Ontario Public Service;

“**Confidential Information**” means all information that is of a confidential nature, including all confidential information in the custody or control of the OPS or the IESO, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the IESO (as receiving party) or the Ministry (as receiving party) in connection with the Contract. For greater certainty, Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the IESO or any third-party; (ii) all information (including Personal Information) that the OPS or IESO is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of such party of any duty of confidentiality owed by a party to the other party or to any third-party; (ii) the receiving party can demonstrate to have been rightfully obtained by it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the receiving party free of any obligation of confidence; (iii) the receiving party can demonstrate to have been rightfully known to or in the possession of the receiving party at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the receiving party; but the exclusions in this subparagraph

shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where in relation to the performance of its contractual obligations in a Crown contract, the IESO’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Contract”** means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), Schedule 2 (Schedule of Forms) and any other schedule attached at the time of execution; and (b) any amendments executed in accordance with the terms of the Agreement;

**“Deliverables”** means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the IESO or its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Expiry Date”** means April 27, 2018 or, if the original term is extended by written agreement of the IESO and the Ministry, the final date of the extended term;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

**“Fiscal Year”** means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

**“IESO Address”** and **“IESO Representative”** mean:

Independent Electricity System Operator  
120 Adelaide Street West, Suite 1600  
Toronto, ON M5H 1T1

IESO Representative: [Carrie Aloussis]  
Telephone: 416-969-6090  
Facsimile: 416-967-1947  
e-mail: carrie.aloussis@ieso.ca

**“IESO Indemnified Parties”** means the IESO and its directors, officers, agents, appointees, and employees;

**“IESO’s Intellectual Property”** means Intellectual Property created by or owned by the IESO prior to its performance under the Contract or created by the IESO during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario; and (b) adherence to commonly accepted norms of ethical business practices, which shall include the IESO establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“Ministry Address”** and **“Ministry Representative”** mean:

Ministry of the Environment and Climate Change  
Environmental Innovations Branch  
40 St. Clair Avenue West, 14<sup>th</sup> Floor  
Toronto, Ontario M4V 1M2

Ministry Representative: Tom Kaszas  
Telephone: 416-325-8068  
Facsimile: 416-314-7919  
e-mail: tom.kaszas@ontario.ca

**“Ministry Indemnified Parties”** means Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, and employees;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the IESO in the course of performance of this Contract that is funded by the Ministry;

**“Ontario Public Service”** means the ministries and other administrative units of the Government of Ontario over which Ministers of the Crown preside, and for the purposes of the Agreement includes the Agencies, and **“OPS”** has the same meaning;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the IESO for the provision of the Deliverables, excluding applicable taxes and including but not limited to: (a) all applicable duties; (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

**“Record”**, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the Ministry to the IESO, or provided by the IESO to the Ministry, for the purposes of the Contract; or (b) created by the IESO or the Ministry in the performance of the Contract; and shall include or exclude any information specifically described in Schedule 1;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements (not including this Contract or any related agreement) with all Authorities having the force of law that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Subcontractors”** means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting, providing Deliverables (or any part thereof) under this Agreement;

**“Term”** means the period of time from the effective date first above written up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the IESO;

1.02 **Intentionally deleted.**

1.03 **Entire Agreement**

The Contract embodies the entire agreement between the parties with regard to the parties' collaboration to create the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 **Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract, the main body of the Agreement shall govern over the Schedules to the Agreement.

1.06 **Interpretive Value of Headings**

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 **Force Majeure**

Subject to the requirements of Emergency Management at Section 3.12 of the Agreement, neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the IESO Address to the attention of the IESO Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.09 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to the Contract shall be determined in Ontario.

1.10 **Survival**

The following provisions of this Agreement shall survive the termination or expiry of this Agreement and continue in full force and effect in accordance with the terms of this Agreement and shall not merge: Section 1.09 (Governing Law), Section 1.10 (Survival); Section 2.04 (Responsibility of the Parties); Section 2.07 (Conflict of Interest); Section 4.07 (Withholding Tax); Section 4.09 (Document Retention and Audit); Article 5 (Confidentiality and FIPPA); Article 6 (Intellectual Property); Section 7.01 (Indemnity and IESO Limitation of Liability); Section 7.05 (IESO Participation in Proceedings); Section 8.05 (IESO's Obligations on Termination); and Section 8.06 (IESO's Payment Upon Termination).

1.11 **Currency**

All references to currency in this Agreement shall be to Canadian dollars.



## ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN MINISTRY AND IESO

### 2.01 **Parties Power to Contract**

- (a) The IESO represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under this Contract.
- (b) The Ministry represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the IESO under this Contract.

### 2.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

### 2.03 **Not a Partner, Agent or Employee**

The parties shall have no power or authority to bind each other or to assume or create any obligation or responsibility, express or implied, on behalf of each other. Neither party shall hold itself out as an agent, partner or employee of the other party. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the IESO (or any of either party's directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, as amended.

### 2.04 **Responsibility of the Parties**

The IESO agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and Subcontractors (the **"IESO Representatives"**). The Ministry agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and Subcontractors (the **"Ministry Representatives"**). This paragraph is in addition to any and all of the IESO's and Ministry's liabilities under the Contract and under the general application of law. The IESO shall advise IESO Representatives and Ministry shall advise the Ministry Representatives of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. Subject to the IESO's limitation of liability in Section 7.01, and in addition to any other liabilities of the IESO pursuant to the Agreement or otherwise at law or in equity, the IESO shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the IESO Representatives. In addition to any other liabilities of the Ministry pursuant to the Agreement or otherwise at law or in equity, the Ministry shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the Ministry Representatives.

### 2.05 **Subcontracting and Assignment**

- (a) The Ministry acknowledges and agrees that the IESO will be subcontracting part of the Deliverables under this Agreement. The IESO will not assign the whole or any part of the Contract without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Nothing contained in the Contract shall create a contractual relationship between any IESO Subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Ministry. Nothing contained in the Contract shall create a contractual relationship between any Ministry Subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the IESO.
- (b) The IESO consents to the Ministry assigning the Contract to the Ontario Climate Change Solutions Deployment Corporation, at a date to be determined by the Ministry.

### 2.06 **Duty to Disclose Change of Control**

In the event that the IESO undergoes a change in control the IESO shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

### 2.07 **Conflict of Interest**

The IESO shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in

equity, the Ministry may immediately terminate the Contract upon giving notice to the IESO where: (a) the IESO fails to disclose an actual or potential Conflict of Interest; (b) the IESO fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the IESO's Conflict of Interest cannot be resolved.

**2.08 Contract Binding**

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

**ARTICLE 3 - PERFORMANCE**

**3.01 Contract Commencement**

The parties shall commence performance of their respective roles and responsibilities upon execution of this Agreement.

**3.02 Performance**

The IESO shall use commercially reasonable efforts to ensure that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be performed in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables provided by IESO Subcontractors, in the opinion of the Ministry and agreed to by the IESO, are inadequately provided or require corrections, the IESO shall forthwith use commercially reasonable efforts to require its Subcontractors to make the necessary corrections at the Subcontractors' own expense as agreed by the Ministry and the IESO. The Ministry acknowledges that the IESO's ability to require its Subcontractors to perform in accordance with the requirements of this Contract is limited by the terms and conditions of the IESO's agreements with its Subcontractors.

**3.03 Use and Access Restrictions**

The IESO acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the Ministry is strictly prohibited. The IESO further acknowledges that the Ministry may monitor the IESO to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the IESO.

**3.04 Notification by Parties**

During the Term, each party shall advise the other party promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

**3.05 Condonation Not a Waiver**

Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of the Contract shall not be construed as a waiver by the party of its right to require strict performance of any such terms or conditions, and the obligations of the performing party with respect to such performance shall continue in full force and effect.

**3.06 Changes By Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

**3.07 Change Requests**

The Ministry may, in writing, request changes to the Deliverables, which may include altering, adding to, or deleting any of the Deliverables. The IESO shall act reasonably in considering all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the IESO is unable to agree with the change request, it shall promptly notify the Ministry and provide reasons for such non-agreement. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

**3.08 Pricing for Requested Changes**

Where a Ministry change request includes an increase, deletion or change in the scope of the previously contemplated Deliverables, the IESO shall set out, in its response to such change request, the proposed costs for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include costing for the particular type of goods or services contemplated in the change request, the IESO shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable cost for the particular goods or services contemplated in the change request, the cost shall be negotiated between the Ministry and the IESO within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

**3.09 Non-Exclusive Contract, Work Volumes**

The IESO acknowledges that the Deliverables are being undertaken on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the IESO and reserves the right to obtain the same or similar goods and services internally.

**3.10 Performance by Specified Individuals Only**

The IESO agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The IESO shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the IESO require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract.

**3.11 Parties Rights, Remedies and Obligations Not Limited to Contract**

The express rights, remedies and obligations of the parties set out in the Contract are in addition to and shall not limit any other rights and remedies available to the parties or any other obligations of the parties at law or in equity.

**3.12 Emergency Management**

The IESO shall have Business Continuity Plans in place to ensure the IESO's own continuity of operations during an event of Force Majeure or other emergency, disaster or disruption. The Business Continuity Plans will specifically address the absence or reduction of staff, facilities and information technology and how these will be managed.

**ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT**

**4.01 Payment According to Contract Rates**

The Ministry shall pay the IESO on the basis and in the amounts provided in Schedule 1.

**4.02 Default Billing and Payment Process**

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the IESO shall provide the Ministry with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items;
- (b) the Ministry shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the IESO promptly in writing and the IESO shall provide additional information as required by the Ministry to substantiate the billing statement; and

- (c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval;

and any subparagraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 **Intentionally deleted.**

4.04 **No Expenses or Additional Charges**

There shall be no other charges payable by the Ministry under the Contract to the IESO other than what is established under the Contract.

4.05 **Payment and Collection of Taxes and Duties**

The IESO shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the IESO's behalf with respect to the Contract.

4.06 **Withholding Tax**

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the IESO under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws.

4.07 **Interest on Late Payment**

If a payment is in arrears through no fault of the IESO, the interest charged by the IESO, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12 and shall not exceed the pre-judgment interest rate established under section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.

4.08 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the parties shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the IESO shall permit and assist the Ministry in conducting audits of the operations of the IESO to verify (a) and (b) above. The Ministry shall provide the IESO with at least ten (10) Business Days prior notice of its requirement for such audit. The Ministry's access to the IESO's operations shall be limited to that information solely necessary to verify (a) and (b) above.

**ARTICLE 5 - CONFIDENTIALITY AND FIPPA**

5.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the IESO in any such publicity or publication. The IESO shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this paragraph, the IESO shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Ministry. The Ministry will not include reference to IESO conservation programs in its publicity or publication without obtaining the prior written consent of the IESO.

5.02 **Confidential Information**

During and following the Term, the parties shall: (a) keep all Confidential Information of the other party confidential and secure; (b) limit the disclosure of Confidential Information of the other party to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information of the other party (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the other party and (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party; (d) provide Confidential Information of the other party to that other party on demand; and (e) upon request, return all Confidential Information of a party to that other party before the end of the Term, with no copy or portion kept.

**5.03 Restrictions on Copying**

Neither party shall copy any Confidential Information of the other party, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the receiving party, the receiving party must reproduce all notices which appear on the original.

**5.04 Injunctive and Other Relief**

Each party acknowledges that breach of any provision of this Article by it may cause irreparable harm to the other party or to any third-party to whom the disclosing party owes a duty of confidence, and that the injury to the disclosing party or to any third-party may be difficult to calculate and inadequately compensable in damages. The receiving party agrees that the disclosing party is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

**5.05 Notice and Protective Order**

If a party or any of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors become legally compelled to disclose any Confidential Information of the other party, the receiving party will provide the disclosing party with prompt notice to that effect in order to allow the disclosing party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the disclosing party and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the receiving party will disclose only that portion of Confidential Information which the receiving party is legally compelled to disclose, only to such person or persons to which the receiving party is legally compelled to disclose, and the receiving party shall provide notice to each such recipient (in co-operation with legal counsel for the disclosing party) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

**5.06 FIPPA Records and Compliance**

The IESO and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the parties agree:

- (a) to keep Records secure;
- (b) to provide Records to the other party within seven (7) calendar days of being directed to do so by the other party for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the party whose information it is determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the party to whom the information relates;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Representative of the party to whom the information relates to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the party to whom the information relates would improve the adequacy and effectiveness of the other party's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to a party may be disclosed by such party where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

## **ARTICLE 6 – INTELLECTUAL PROPERTY**

### **6.01 Ministry Intellectual Property**

The IESO agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Ministry to the IESO shall remain the sole property of Her Majesty the Queen in right of Ontario at all times.

### **6.02 No Use of Ontario Government Insignia**

The IESO shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

### **6.03 Ownership of Intellectual Property**

The Ministry shall be the sole owner of any Newly Created Intellectual Property. The IESO irrevocably assigns to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the IESO's Intellectual Property, the IESO grants to the Ministry a licence to use that IESO Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the IESO by the Ministry.

### **6.04 Presumption Governing Ownership**

The presumption governing the Contract shall be that the Ministry shall be the sole owner of any Newly Created Intellectual Property in any form contained in any of the Deliverables. If the IESO's Intellectual Property forms any part of the Newly Created Intellectual Property, the IESO shall notify the Ministry as such prior to the delivery of the particular Newly Created Intellectual Property containing any such IESO Intellectual Property. In the absence of any such notice the presumption shall remain that the Ministry is the sole owner of any Intellectual Property contained in the Newly Created Intellectual Property.

### **6.05 IESO's Grant of Licence**

For those parts of the Deliverables that are IESO Intellectual Property, the IESO grants to the Ministry, including each Client, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client.

### **6.06 No Restrictive Material in Deliverables**

The IESO shall not incorporate into any Deliverables anything that would restrict the right of the Ministry or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry or any Client from entering into any contract with any contractor other than the IESO for the modification, further development of or other use of the Deliverables. The specific provisions of Schedule 1 relating to transfer of licenses and the rights that may be provided in the Deliverables takes priority over this Section 6.06, notwithstanding Section 1.05.

### **6.07 IESO Representation and Warranty Regarding Third-Party Intellectual Property**

The IESO's agreements with its subcontractors contain, at a minimum, representations and warranties from its Subcontractors that the provision of the Deliverables by such Subcontractors do not knowingly infringe or induce the infringement of any Third-Party Intellectual Property rights.

### **6.08 Assurances Regarding Moral Rights**

At the request of the Ministry, at any time or from time to time, the IESO shall execute and agrees to cause its officers, directors, employees, agents, partners, affiliates, volunteers or Subcontractors (to the extent the IESO has the ability under its contracts with Subcontractors) to execute an irrevocable written waiver of any moral rights or other rights of integrity in Newly Created Intellectual Property in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in the form set out in Schedule 2, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The IESO will use commercially reasonable efforts to deliver such written waiver(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry.

6.09 **Copyright Notice**

The IESO shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form:

“© *Queen’s Printer for Ontario*, [insert year of publication]”

6.10 **Further Assurances Regarding Copyright**

At the request of the Ministry, at any time or from time to time, the IESO shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors (to the extent the IESO has the ability under its contracts with Subcontractors) to execute a written assignment of copyright in Newly Created Intellectual Property in the applicable Deliverable(s) to the Ministry in the form set out in Schedule 2. The IESO will use commercially reasonable efforts to deliver such written assignment(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry. The IESO shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate and any such IESO costs for providing such assistance shall be paid for by the Ministry. The IESO will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry. The Ministry will obtain or execute any other document reasonably required by the IESO to protect the Intellectual Property of the IESO.

**ARTICLE 7 – INDEMNITY AND INSURANCE**

7.01 **Indemnity and Cap on IESO Liability**

- (a) The IESO hereby agrees to indemnify and hold harmless the Ministry Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “**Claims**”), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the IESO, its Subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the IESO’s obligations under, or otherwise in connection with, the Contract. Notwithstanding anything to the contrary expressed or implied in this Contract, the IESO’s liability to the Ministry or any Ministry Indemnified Party, including without limitation in the above indemnity, for any direct, indirect, general, special or consequential damages, including lost profits, or any economic loss of any kind, regardless of whether the liability arises in contract, tort (including without limitation negligence), otherwise in law, or for any bodily injury, loss, or damage sustained by the Ministry or any Ministry Indemnified Party arising from any cause whatsoever, shall be capped at solely the amounts actually recovered by the IESO from IESO Subcontractors due to the Subcontractor’s actions or inactions, less any IESO costs to recover any such amount.
- (b) The Ministry hereby agrees, subject to the terms in this Article, to indemnify and hold harmless the IESO Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “**Claims**”), by whomever made, sustained, incurred, brought or prosecuted, including for third party intellectual property infringement, third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Ministry, its Subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of, or otherwise in connection with, the Contract, but this indemnity does not apply with respect to Claims:
  - (i) arising from any circumstances for which coverage is provided under an insurance policy or claims fund to the extent that any of the IESO Indemnified Parties are indemnified or covered under such policy or fund; or
  - (ii) to the extent such Claims are in any way, directly or indirectly, caused by the dishonesty, gross negligence or wilful misconduct of any IESO Indemnified Party.
- (c) In order to be entitled to indemnification under Paragraph 7.01(b), each IESO Indemnified Party shall comply with the following terms and conditions:

- (j) if an IESO Indemnified Party receives a notice of Claim or Claims, whether actual or threatened, he, she, or it shall forthwith deliver to the Ministry (through the Director of Legal Services of the Ministry of the Environment and Climate Change) a notice setting forth in reasonable detail all available particulars of the Claim(s);
- (ii) upon the written request of the Ministry, each IESO Indemnified Party shall furnish to the Ministry copies of all documents and provide any other information relating to the Claim(s) that is in the possession or under the control of the IESO Indemnified Party;
- (iii) each IESO Indemnified Party shall take all reasonable steps necessary to secure and preserve his, her or its rights in respect of the Claim(s) and, to the extent that the IESO Indemnified Party has a right to commence a proceeding against another person (whether for damages or indemnification or otherwise) in respect of a matter for which the IESO Indemnified Party claims indemnification from the Ministry hereunder, the IESO Indemnified Party shall assign that right to the Ministry and subrogate the Ministry to that right to the extent of the amounts paid by the Ministry or for which the Ministry is liable hereunder;
- (iv) each IESO Indemnified Party shall not voluntarily assume any liability in respect of or settle or compromise a Claim(s) or any proceeding relating thereto without obtaining the Ministry's prior written consent;
- (v) the Ministry shall have the right to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, but the Ministry may not settle any action commenced against an IESO Indemnified Party without the written consent of that IESO Indemnified Party;
- (vi) if the Ministry elects to participate in or assume control of the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, each IESO Indemnified Party shall cooperate fully with the Ministry in connection with the same, and each IESO Indemnified Party shall agree to be represented by legal counsel chosen by the Ministry, unless, in the opinion of such legal counsel, there would arise a conflict of interest preventing such legal counsel from representing the IESO Indemnified Party, and, where it is such legal counsel's opinion that a conflict of interest prevents their representing an IESO Indemnified Party, that IESO Indemnified Party shall be entitled, subject to the Ministry's prior written approval, to retain legal counsel of his, her or its choice (it being understood that the Ministry may withhold its approval in relation to any counsel proposed by an IESO Indemnified Party who does not agree to retainer terms, including fees, consistent with the policies of the Ministry of the Attorney General of Ontario), and the fees and expenses of the IESO Indemnified Party's counsel incurred in his, her or its representation shall be costs to which this indemnity extends;
- (vii) if the Ministry is not also a party to the Claim, the IESO Indemnified Party shall consent to any order or leave that may be applied for by the Ministry to be added as a party or to be allowed to make representations on its own behalf without being a party;
- (viii) the expenses incurred by an IESO Indemnified Party in investigating, defending or appealing any Claim(s) shall, at the IESO Indemnified Party's request, be paid by the Ministry as may be appropriate to enable the IESO Indemnified Party to properly investigate, defend or appeal such Claims(s), with the understanding that if it is ultimately determined that the IESO Indemnified Party is not entitled to be indemnified hereunder, such IESO Indemnified Party shall immediately repay such amount(s) so paid, which shall become payable as a debt due to the Crown; and
- (ix) each IESO Indemnified Party agrees to pay to the Ministry all amounts he, she, or it receives as a recovery or reimbursement of any Claim which has been previously indemnified by the Ministry hereunder.

#### 7.02 **IESO's Insurance**

The IESO hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the IESO would maintain including, but not limited to, the following:



- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2 million per occurrence, \$2 million aggregate. The policy is to include the following:
  - cross-liability clause
  - 30 day written notice of cancellation, termination or material change
  - tenants legal liability coverage (if applicable and with applicable sub-limits)
  - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$2 million per claim and in the annual aggregate.

**7.03 Proof of Insurance**

If requested by the Ministry, the IESO shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 7.02 and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The IESO shall ensure that each of its Subcontractors obtains all the insurance that is required by the agreement between the IESO and such Subcontractor. The IESO will use commercially reasonable efforts to have its Subcontractors name the Ministry Indemnified Parties as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

**7.04 Proof of W.S.I.A. Coverage**

If the IESO is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the IESO shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The IESO covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the IESO or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the IESO pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

**7.05 IESO Participation in Proceedings**

The IESO shall, at the Ministry's expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Ministry Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the IESO in writing of such election without prejudice to any other rights or remedies of the Ministry under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The IESO shall enter into no settlement unless it has obtained the prior written approval of the Ministry. If the IESO is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the IESO to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the IESO agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations at the Ministry's expense.

**ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION**

**8.01 Immediate Termination of Contract**

The Ministry may immediately terminate the Contract upon giving notice to the IESO where:

- (a) the IESO is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the IESO's insolvency;
- (b) the IESO breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and IESO) of the Agreement;

- (c) the IESO, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry; or
- (d) the IESO assigns the Contract without first obtaining the written approval of the Ministry;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

**8.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the IESO fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the IESO setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the IESO shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the IESO fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may terminate the Contract pursuant to the notice period in Section 8.03. Where the IESO has been given a prior rectification notice, the same subsequent type of non-compliance by the IESO shall allow the Ministry to terminate the Contract pursuant to the notice period in Section 8.03.

**8.03 Termination on Notice**

The Ministry reserves the right to terminate the Contract, without cause, upon ninety (90) calendar days prior notice to the IESO.

**8.04 Termination for Non-Appropriation**

If this Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "**Legislature**") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the IESO. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

**8.05 IESO's Obligations on Termination**

On termination of the Contract, the IESO shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;
- (b) provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the IESO at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be reasonably required by the Ministry to give effect to the termination of the Contract; and
- (d) comply with any other reasonable instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

**8.06 IESO's Payment Upon Termination**

On termination of the Contract, the Ministry shall be responsible for the payment of the IESO's costs incurred in relation to the Contract up to and including the effective date of any termination (including without limitation any payments to Subcontractors for work carried out under this Agreement); the IESO's costs for complying with Section 8.05; and the IESO's costs, including employment or Subcontractor costs, relating to the Ministry's termination of the Contract.

**8.07 Termination in Addition to Other Rights**

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity, subject to the IESO's limitation of liability contained in Section 7.01.

**8.08 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the parties agree to extend the Contract for a period of up to the duration of the original term, such extension to be upon the same terms, conditions and covenants contained in the Contract, subject to an updating of the IESO's costs for participating in the Contract, excepting the option to renew. The option shall be exercisable by the Ministry giving notice to the IESO not less than forty-five (45) days prior to the original Expiry Date and the agreement of the parties to the extension. The notice shall set forth the precise duration of the extension.

**ARTICLE 9 – SECURITY CLEARANCE**

**9.01 Security Screening Check**

The IESO shall ensure that all Persons engaged in the performance of the Deliverables and who are collecting, storing, handling or have access to personal information of members of the public shall undergo and pass the same security screening process required of the employees of the IESO.

**ARTICLE 10 – COUNTERPARTS**

**10.01 Counterparts**

This Agreement may be executed in several counterparts, by original, facsimile, or by email in PDF format, with all copies thereof being deemed one original document and the same agreement with full force and effect, notwithstanding that all parties are not signatories to the same counterpart.

**IN WITNESS WHEREOF** the parties hereto have executed the Agreement effective as of the date first above written.

**HER MAJESTY THE QUEEN in right of Ontario as represented  
by the Minister of the Environment and Climate Change**

Signature: \_\_\_\_\_

Name: Jim Whitestone

Title: ADM, Environmental Programs Division

Pursuant to delegated authority

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR**

Signature: \_\_\_\_\_

Name:

Title:

I have authority to bind the IESO.

## Schedule 1

### **SCHEDULE OF DELIVERABLES, RATES AND SUPPLEMENTARY PROVISIONS**

#### **A. Definitions**

When used in this Schedule 1 the acronyms below have the following meanings:

“**GGRA**” means the Greenhouse Gas Reduction Account, the account in the Public Accounts that is required by Section 71 of the *Climate Change Mitigation and Low Carbon Economy Act, 2016*.

“**GHG**” means greenhouse gas.

“**OCCSDC**” means the Ontario Climate Change Solutions Deployment Corporation, an agent of the Crown created upon the filing of the Regulation on February 17, 2017.

“**Regulation**” means Ontario Regulation 46/17 (Ontario Climate Change Solutions Deployment Corporation) made under the *Development Corporations Act*.

“**Target Audience**” means Ontario residents, small and medium sized businesses, and large commercial industrial customers.

#### **B. Background**

##### **(i) The OCCSDC**

The OCCSDC, also referred to as the Green Ontario Fund or GreenON, is mandated to stimulate the development of industry, trades and business undertakings in the province that further the deployment of technology that is commercially available and reduces GHG emissions from buildings or from the production of goods.

OCCSDC is funded by proceeds from Ontario's cap and trade program via the GGRA. The GGRA specifies that proceeds from Ontario's cap and trade program must be directed to types of initiatives that will reduce, or support the reduction of GHGs. OCCSDC will provide a one-window service to Ontarians seeking support, information and access to all related programs in the province that reduce or support the reduction of GHGs. OCCSDC will also provide program delivery and is able to contract with other entities on program design and delivery.

The OCCSDC is required to maintain a website that has information about its programs and that has, to the extent possible, information about similar programs that are available to Ontarians and intended to stimulate the use of low-carbon technology. The website is required to provide information about what the OCCSDC is doing to monitor the outcomes of its programs and provide information about what the OCCSDC has done to continually improve them.

##### **(ii) The IESO**

The IESO is a statutory, not-for-profit corporation created under the *Electricity Act, 1998*. The IESO's objects include engaging in activities that promote electricity conservation and the efficient use of electricity. The IESO has a number of programs in the Ontario marketplace directly itself or being delivered with local distribution companies and has developed expertise in the creation and delivery of such programs.

The IESO is wholly funded by the electricity ratepayers in Ontario. Further to the Minister of Energy's letter to the IESO dated February 13, 2017, the Minister supports the IESO's collaboration with the Ministry and OCCSDC in this project but has indicated that all costs incurred by the IESO related to the implementation of the OCCSDC would be recovered from the GGRA, not from electricity ratepayers. This principle of cost recovery informs the parties' intent in entering into and performing this Contract.

**(iii) Mutual Benefit**

The parties agree there is a mutual benefit to leverage the IESO's existing experience and knowledge on the Deliverables in this Agreement, namely, the creation of a website, the provision of customer care and program design and evaluation. For example, the website will enable Ontarians to seek support, information and access to all related programs in the province that reduce or support the reduction of GHG. This website will also support and enhance the IESO's mandate of delivering electricity conservation and efficiency programs.

**(iv) GHG emissions in Ontario**

The buildings sector represents about 19 per cent of the province's total GHG emissions – Ontario's third-largest source of emissions. This number rises to about 24 per cent if electricity used by equipment and appliances in buildings is taken into account. Emissions caused by buildings overall are rising due to population and economic growth and the associated increase in buildings and floor space.

Ontario's industrial emissions represent about 28 per cent of the province's total GHG emissions – Ontario's second largest source of emissions. Industry has made significant reductions through energy efficiency and process changes, however, some emissions reductions have been due to contraction and shifts in the manufacturing sector, including slowdowns in key industries such as forestry.

**C. Project Objectives**

The objectives of this project are to:

1. Design, establish and maintain a website that will provide a clear and consistent message to website visitors and provide information and resources to the OCCSDC Target Audiences that meets the requirements of the Regulation.
2. Provide client relations management services to all clients aiming to reach out to the OCCSDC for assistance and information.
3. Provide early advice to the Ministry to inform the development of new programs to meet the requirements of the Regulation.
4. Conduct any agreed upon Phase 4 Deliverables related to the above.
5. Work together to be in a position to transfer control and operation of the website, call centre data and toll free number to OCCSDC.

**D. Deliverables**

The Deliverables will be undertaken in phases;

- phase 1 (Section D.2) the development of the website,
- phase 2 (Section D.3) contact centre and client relations management services,
- phase 3 (Section D.4) program design,
- phase 4 (Section D.5) additional work to implement the above; and
- transition (Section D.6) transition to OCCSDC.

The IESO will not proceed with phase 4 until receiving notification from the Ministry to proceed.

## **D.1 Communication and Meetings**

On an as and when needed basis, the IESO and the Ministry will contact each other by phone, email or attend in-person meetings to obtain clarification on the substance of the Deliverables or any other issue, if necessary, throughout the Term of the Agreement.

In particular, the IESO will attend a minimum of 5 in-person meetings with the Ministry; meeting dates, frequency and the number of representatives will be decided upon common agreement between the Ministry and the IESO. IESO meeting expenses (i.e. travel) will be eligible to be covered under this Agreement.

## **D.2 Website Development (Phase 1)**

The IESO will develop a website from concept to completion (production) including its hosting, architecture, content, and development and deployment to the Ministry's satisfaction.

The Ministry's objective is for the website to be designed in a manner that will allow the OCCSDC to assume control of it and to allow the OCCSDC to maintain the website and make modifications to it without restriction on use and access. The IESO acknowledges that the website is to be transferred to OCCSDC and as such, the Ministry would like: (i) the website to be standalone, (ii) OCCSDC to have unrestricted access to the source code and to be able to make modifications to the source code after transfer, and (iii) OCCSDC to have a license to use the software and/or hardware upon which the website is built. Within the limitations of the licenses held by the IESO, the IESO will use commercially reasonable efforts to enable the achievement of the Ministry's objective.

The Ministry will have the final approval of all designs and content before the website is published (i.e. becomes public or 'live'). The IESO will organize and develop website content in a meaningful and easily navigable hierarchy for the different users of the website with a focus on the Target Audience.

The website will be developed in each of English and French and will be launched in two stages (Stage 1 and Stage 2):

- Stage 1 of the website will have limited back-end functionality but will offer an intuitive user navigation experience;
- Stage 2 will build on Stage 1 of the website with enhancements that expand the back-end functionality and interactive user navigation experience. Stage 2 will be undertaken as incremental updates to the website of Stage 1.

### **D.2.1 Website Stage 1**

For Stage 1 of the website development, the IESO will include the following primary objectives, desired tools and functionality:

Primary objectives:

- The website establishes an internet presence for the OCCSDC that professionally represents it
- The website establishes public recognition and awareness of the OCCSDC's mission and work and bolsters the legitimacy of the OCCSDC – the Ministry and IESO will work together to determine what information may be required to complete this aspect of the website development
- The website provides its users with up-to-date information about the OCCSDC, its programs and activities
- The website tells the story of and showcases low-carbon technology and associated programs supporting GHG reductions in the residential, commercial and industrial sectors in Ontario

- The website reorganizes information and content of existing programs into a more user-friendly structure for the OCCSDC's Target Audience, including the presenting of programs specifically available to a user based on their location
- The website will engage three primary audiences through separate website channels post front page:
  - General public: homeowners and small business owners
  - Medium sized businesses
  - Large industrial and commercial

Desired tools and functionality:

- The website will be standalone and have its own unique persona and branding (i.e. not established on other existing platforms such as Ontario.ca or SaveonEnergy.ca)
- The website will have basic search engine and analytics integration (i.e. Google analytics or similar application to track content views)
- The website will have responsive design allowing the website to be device friendly (i.e. phone, table, laptop and desktop) and be optimized for all screen sizes
- The website will have full support for major browsers (i.e. Safari, Chrome, Firefox, and Internet Explorer)
- The website will be scalable including the ability for additional capabilities to be added to it such as conducting transactions, in a future iteration of the website
- Specific content and user functionality for the website will be based on an agreed upon content strategy

As part of the development of Stage 1 of the website, the Ministry will provide the IESO with:

- A description of the OCCSDC's mandate
- The following branding items for the OCCSDC: a logo, colour palette, and font recommendations.

#### **D.2.1.1 Content Strategy and Product Plan**

The IESO will develop a content strategy and product plan for Stage 1 of the website to create content that engages OCCSDC's Target Audience and aligns with the OCCSDC's primary objectives for the website (refer to Section D.2.1). The content strategy and product plan:

- is to incorporate content on existing programs to the website and to configure the existing content to align with the envisioned principles and functionality for the website being developed;
- will include an outline of the user journey and define the overall structure of the website, its tone and style, the information needs and how the website will be produced.

The list of programs to be included in the content strategy and product plan will be agreed between IESO and the Ministry and may, without limitation, include the following:

##### Canadian Manufacturers and Exporters

– SMART Green (Commercial and Industrial)

##### City of Toronto

– Better Buildings New Construction (Residential)

– Hi-rise Retrofit Improvement Support (Residential)

– Capacity Buy Back (Commercial and Industrial)

- Toronto Green Standard (Residential; Commercial and Industrial)

##### Enbridge

– Home Energy Conservation (Residential)

– Commercial & Industrial Custom (Residential; Commercial and Industrial)

– Commercial & Industrial Fixed Incentives (Residential; Commercial and Industrial)

- Commercial & Industrial Direct Install (Commercial and Industrial)
- Savings by Design (Residential; Commercial and Industrial)
- Run-it-Right (Commercial and Industrial)
- Home Winterproofing (Residential)
- Low-Income New Construction Program (Residential) if program info becomes available
- Showerhead Rebate (Residential)
- Comprehensive Energy Management (CEM) (Commercial and Industrial)
- Small Commercial New Construction (Commercial and Industrial))

#### Enbridge and Toronto Hydro

- Smart Thermostats (Residential)

#### Horizon Utility

- Take Charge (Residential)

#### Hydro One

- First Nation Conservation (Residential)

#### Hydro Ottawa

- Home Energy Report (Residential)

#### IESO

- Energy Managers (Commercial and Industrial)
- Whole Home Pilot (Residential) if program comes into effect

#### LiveGreen Toronto

- Eco-roof Incentive (Residential; Commercial and Industrial) if applications are still accepted

#### Ontario Ministry of Transportation

- Electric Vehicle Charging Incentive (Residential; Commercial and Industrial)

#### Toronto Hydro

- PUMPsaver (Residential; Commercial and Industrial)

#### Powerstream

- Peakaver PLUS (Residential) if program subscription becomes available
- Power Report (Residential)
- Watt Reader Loan (Residential)
- Local Business Refrigeration Incentive (Commercial and Industrial)

#### Region of Peel

- Indoor Water Assessment (Commercial and Industrial)

#### saveONenergy

- Audit Funding (Residential; Commercial and Industrial)
- High Performance New Construction (Residential; Commercial and Industrial)
- Retrofit (Residential; Commercial and Industrial)
- Monitoring and Targeting (Commercial and Industrial)
- Small Business Lighting (Commercial and Industrial)
- Coupons (Residential)



- Existing Building Commissioning (Residential; Commercial and Industrial)
- Residential Heating and Cooling Incentive (Residential)
- Industrial Accelerator program (Commercial)
- Capital Incentives Program (Commercial)

#### Union Gas

- Large Volume Program (Commercial)
- Strategic Energy Management Program (Commercial)
- Affordable Housing Conservation (Residential)
- Home Reno Rebate (Residential)
- Optimum Home / Energy Star for New Homes (Residential)
- Savings by Design (Commercial and Industrial)
- RunSmart (Commercial and Industrial)

All on-going programs of the Green Investment Fund referenced on the following site:  
<https://www.ontario.ca/page/green-investment-fund>

Inclusion of the above program names or logos in the website is subject to obtaining any required third party licenses. The IESO and Ministry will cooperate to obtain the required licenses.

The IESO and the Ministry will agree on the content strategy and product plan identifying key points in the development process that require Ministry review and approval. The IESO will provide a draft of the content strategy and product plan to the Ministry for review and comment, and will incorporate the Ministry's comments in its final strategy and plan. The IESO agrees that this step may require more than one iteration to meet the Ministry's requirements.

#### **D.2.2 Website Stage 2**

For Stage 2 of the website development, the IESO will add the following primary objectives, desired tools and functionality:

##### Primary objectives:

- The website is established as a site that is easily managed and maintained by non-programmers through a web-based interface

##### Desired tools and functionality:

- The website will provide for an administrative login for OCCSDC staff to easily and efficiently update pages and publish new content, and manage content with publisher permissions
- The website will have associated and thorough documentation that content editors can reference
- The website will have enhanced search engine and analytics integration as offered by the content management system
- The website will have an e-mail list subscription

The Ministry and IESO will work together to determine if the following desired tools and functionality could also be added as part of Stage 2 of the website development, and if the determination is positive, the IESO will implement them:

- The website will include a community calendar of events
- The website will have social media integration to allow for redistributing content and commenting
- The website will have a news/blog plug in that integrates into the home page
- The website will have an image gallery for photos and videos
- The website will have the ability to house and upload large files

### **D.2.3 Technical Documentation**

The IESO will develop technical documentation focused on Stage 2 for the website including a users' manual that would be of significance to content editors. The IESO will provide a draft of the technical documentation to the Ministry for review and comment. The IESO will incorporate the Ministry's comments on the technical documentation into the final documentation.

### **D.2.4 Pre- Publication (Launch) of Website**

Prior to publication (launch) of the website, the IESO will provide the Ministry with access to the website for a review of the website's functionality and content. The Ministry will provide the IESO with its comments on the website and the IESO will, subject to the terms of any license or IESO contract with its subcontractors, incorporate any changes required by the Ministry prior to publication (launch) of website. The IESO agrees that this step may require more than one iteration to meet the Ministry's requirements.

The IESO will conduct all necessary testing of the website before it is published (made public). This includes testing on compliance with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, cyber security, and quality assurance.

The Ministry will confirm with the IESO if it may perform its own testing for cybersecurity of the website before it is published. Should the Ministry wish to perform its own testing, the IESO will provide the Ministry and/or its contractors with access to the website for that purpose.

### **D.2.5 Publication (Launch) of Website**

The IESO will publish the English and French website upon request of the Ministry, and will update the Ministry on site analytics on a weekly basis.

### **D.2.6 Website Maintenance**

The IESO will provide support and corrective maintenance for the website following its 'go live' date. The IESO will track the performance of the website and will advise the Ministry on opportunities for improving its functionality and the user experience.

### **D.2.7 Training**

The IESO will provide training for the Ministry's client relations management staff on how to navigate the website.

## **D.3 Contact Centre and Client Relations Management Services (Phase 2)**

The IESO will provide one FTE to support the work related to the contact centre and client relations management services for a one-year period. This resource will have experience with customer relationship management, the delivery of energy efficiency programming in Ontario, and will be able to access other IESO personnel, as required.

### **D.3.1 Contact Centre and Client Relations Management Services Plan**

Prior to the implementation of the contact centre and client relations management services, the IESO will provide the Ministry with a detailed plan that outlines the IESO's plans for implementing contact centre and client relations management services. This plan will include but not be limited to:

- details on call routing,
- the required knowledge and responsibilities of Tier 1, Tier 2 and Tier 3 agents,
- client surveying, and
- measures for ensuring the security and confidentiality of personal information collected.

The Ministry will review and comment on the plan and the IESO will, subject to any license or IESO subcontractor contract, incorporate any changes received from the Ministry. Once the plan is finalized, the Ministry will provide the IESO with written approval of the plan.

### **D.3.2 Call Centre**

The IESO will provide the Ministry with bilingual (English and French) call centre services for the primary purpose of processing incoming inquiries regarding the OCCSDC and associated programming. Inbound inquiries processed will include telephone calls, e-mails, and letters.

Quality control measures will include:

- Answer 70% of calls in holding queue within 30 seconds
- Average monthly abandonment rate not to exceed four percent after 10 seconds of wait time
- Average handle time (talk time, plus hold time, plus after call work) of approximately 360 seconds
- Digital call recording of 100% of all calls for random quality monitoring purposes
- Minimum of 80% of calls answered at first contact

The IESO will make available a toll-free number dedicated for all OCCSDC-related inquiries. The IESO will work with the Ministry to obtain a toll-free number that is identifiable with the GreenON agency. The IESO acknowledges that it is of utmost importance that the toll-free number remain unchanged after transfer of the call centre to OCCSDC and as such, the IESO will ensure that the toll-free number is transferable to OCCSDC. If the toll-free number is not transferable, the IESO will make arrangements for OCCSDC to own the toll-free number at the outset. The IESO will confirm with the Ministry whether the call centre can provide a telecommunications device for the deaf and an online chat function and once confirmed, will make the option(s) available and dedicated for all OCCSDC-related inquiries. The toll-free number and telecommunications device will be accessible by all Ontarians regardless of where they are located in the province..

### **D.3.3 Customer Service Support**

The IESO will provide Tier 1, Tier 2 and Tier 3 customer service support in English and French to all clients of the OCCSDC aiming to reach the OCCSDC.

The IESO will use commercially reasonable efforts to establish a call centre that will collect data entry of inquiry information using a computerized database (client relations database), in real-time. The IESO will use commercially reasonable efforts to have the call centre establish the computerized database in a manner that will allow the OCCSDC to have access to all data collected from all OCCSDC-related inquiries (either through regular reporting, extracts using accessible formatted files such as .xls or cvs, or through self-serve web-portals). Full details on the manner for which the OCCSDC will have access to this data will be confirmed by the IESO with the Ministry, and once confirmed, will be made available to the OCCSDC.

The IESO will ensure that all client support and management processes used will be compliant with all legal, privacy and data retention requirements in Ontario/Canada.

The IESO will provide on-going training and coaching to call centre resources as new programs or OCCSDC information become available (including refreshing of scripts, Question and Answer documents, and enhancing client service with agent understanding of the new OCCSDC information). As it becomes available, the Ministry will provide IESO with program information for any new programs or changes to existing programs within OCCSDC's oversight or mandate.

#### **D.3.3.1 Tier 1 Agents**

The primary tasks of Tier 1 agents consist of:

- Confirming the client's identity including their first and last names, primary address, e-mail address, phone number, areas of interest and activities of interest
- Creating cases
- Resolving cases using established scripts

Despite the above, should the client wish to not disclose their identity, Tier 1 agents will continue to provide assistance to the client. In instances where an issue cannot be resolved via the script, Tier 1 customer service agents are expected to thoroughly and accurately record the client's inquiry, and initiate the escalation process. In performing these tasks, the Tier 1 agents are expected to be able to use typical contact centre applications.

Tier 1 agents are expected to have awareness of all available programming offered by the OCCSDC, be able to route clients to the appropriate informational and personnel resources for those programs, and assist the client with navigating through the resources on the OCCSDC website. IESO will ensure contact centre staff will have the necessary contact information for all available programming offered by OCCSDC.

Tier 1 agents will be considered on-demand agents available twelve (12) hours a day (from 8 am to 8pm, from Monday to Saturday, except during statutory holidays). Tier 1 staffing requirements will vary based on the volume of in-bound inquiries. The IESO is expected to be able to quickly ramp up or down Tier 1 agents based on the actual number of in-bound inquiries received.

#### **D.3.3.2 Tier 2 and 3 Agents**

The primary tasks of the Tier 2 agents will be to handle escalated cases and resolve the more complex issues. Tier 3 agents will be subject matter experts capable of providing answers to all questions that are escalated to this level.

Tier 2 and Tier 3 agents will be staffed during the operating hours of 8:00 am – 5:00 pm Monday through Friday, except during statutory holidays.

#### **D.3.3.3 Client Surveys**

The IESO will advise the Ministry on potential approaches to survey client experiences and measure client satisfaction with the quality of services provided via the website, call centre and program participation. At a minimum, the survey will measure satisfaction across multiple dimensions of quality including: access to information, programs and services; program and service delivery; and program and service design. IESO will outline options for the Ministry for how, when and through what vehicle to survey customers. The Ministry will confirm its preferred approach(es) and IESO will implement the surveys through the means selected by the Ministry.

#### **D.3.4 Reporting**

The IESO will provide the Ministry with bi-weekly and ad hoc reports related to the contact centre and client relations management services as required by the Ministry. Such reports will at minimum include:

- daily, weekly and monthly summaries of inquiry activity, summaries of abandoned calls (station busy (caller hears a busy tone indicating the call number is in use, agent did not answer or caller abandoned))
- average direct call processing time
- the total waiting time for all calls answered, divided by the total number of calls answered
- general indication of client satisfaction

Full details on the reporting metrics to be made available to the OCCSDC will be confirmed by the IESO with the Ministry, and once confirmed, will be made available to the OCCSDC as part of a regular reporting process.

#### **D.4. Program Design and Delivery Recommendations (Phase 3)**

1. In recognition of the need to design and develop programs for province wide delivery, and in the interim until OCCSDC develops capability in this area, the IESO agrees to work with MOECC to provide support for the design and development of programs that could be delivered as part of the new agency's responsibilities. While the range of potential support that the IESO could provide will be identified in subsequent discussions (See Phase 4), and notwithstanding the need

for the IESO to support specific program designs initiated by the MOECC and/or OCCSDC, the following is an initial approach utilizing IESO capability to accelerate the OCCSDC's ability to design and implement programs that meet the OCCSDC's goals.

2. The IESO will work with the Ministry to produce criteria and tools that the Ministry can use to inform and substantiate its decisions with regards to program design. The assessment approaches that will be available to the Ministry to consider its goals as well as best practices in other jurisdictions, will include but not be limited to:
  - cost-effectiveness assessment calculation method(s) that capture the full range of societal costs and benefits (e.g. carbon costs, property value improvements, health benefits, etc.) associated with GHG reduction programs
  - a spreadsheet tool that can be used for program planning purposes to test the cost-effectiveness of various program options
  - other decision-making support tools and criteria that the Ministry may elect to deploy for the purpose of making decisions with regards to program development and implementation; and
  - criteria to be used to assess whether or not a proposed GHG reduction program will result in additional, incremental GHG reductions.
3. As requested by the Ministry, the IESO, working with MOECC representatives, will help to develop concepts for potential new GHG reduction programs for delivery. These program concepts will take into account existing available research and analysis such as: any research provided by MOECC to IESO on potential GHG reduction programs and measures (such as the PWC report); existing IESO market research on technology options and consumer preferences; the Achievable Potential Study undertaken by the Ontario Energy Board for natural gas savings potential and the Fuels Technical Report prepared by Navigant for the Ministry of Energy. The program concepts will also take into account relevant existing programs offered under the Conservation First Framework and Demand Side Management Framework. The draft concepts will include but not be limited to: 1) a statement of the GHG challenge/program to be solved; 2) how the problem aligns with business and or homeowner needs (i.e., how can solutions address both the GHG challenge and a challenge faced by a target consumer market); 3) a description of the target market (size, GHG reduction potential, purchasing/decision-making habits as available); 4) the proposed solution(s) – i.e., technology, distribution and sales channel; 5) a preliminary and notional estimate of the potential costs and GHG benefits of the program; 6) suggestions on potential delivery approaches; and 7) key considerations for delivery. These program concepts will be primarily for financial programs but may also include non-financial programs (e.g., exhibits).
4. The program concepts will represent the Ontario population as a whole in geography and demographics. Successful programs will provide support to the populations that can benefit from, and succeed with, OCCSDC funded programs in achieving net new greenhouse gas emissions reductions (based on performance measures).
5. The program concepts and any subsequent program plans will demonstrate how the programs consider and incorporate the following regulatory requirements for the OCCSDC's use of program funding and any other requirements determined by the ministry:
  - In developing programs to pursue its object, the OCCSDC is required to establish an appropriate balance among the following principles/outcomes:
    - Maximize absolute GHG reductions
    - Simulate activities such as the following:
      - Switching from using fossil fuel energy to using another source of energy
      - Storing energy so that the energy can be used later
      - Using renewable energy for generating electricity, for heating or for cooling
      - Retrofitting an existing building or facility to substantially reduce its greenhouse gas emissions or to eliminate its greenhouse gas emissions

- Stimulate economies of scale that will further the deployment of low-carbon technology
  - Stimulate private-sector financing that will further the deployment of low-carbon technology
  - Stimulate the use of low-carbon technology to address specific needs of low-income households
  - Stimulate the construction of new buildings that significantly exceed the energy efficiency requirements of Ontario Regulation 332/12 (Building Code) made under the *Building Code Act, 1992*.
- An initial suite of programs will target to reduce GHG emissions from the following sources:
    - Existing residential buildings, including those with low-income residents
    - New residential buildings
    - The production of goods

OCCSDC's primary focus is maximizing the absolute reduction of GHG emissions.

6. In consultation with the IESO, the MOECC will identify the program concepts for which IESO will create a Program Design and Implementation Plan. The program concepts will not be limited to those identified in steps 2 and 3.
7. Each Program Design and Implementation Plan may, as directed by the Ministry, include but not be limited to the following, where applicable:
  - The GHG reduction challenge/problem to be addressed by the program.
  - The target market, their needs, decision-making factors/influences, purchasing habits and how the proposed program addresses those needs while integrating MOECC's GHG reduction goals
  - specifications for applicable GHG reduction technologies/services to be promoted through the program (including research on the availability of the technology/service within Ontario, any potential barriers to technology availability and solutions to address such barriers, the sales cycle/timing for the technology/service)
  - the type of participant incentive to be offered (including different incentive options where applicable)
  - the types of providers that could deliver such program(s);
  - recommendations on conditions for eligibility of service providers;
  - conditions for eligibility of program participants;
  - key application requirements for service providers and for program participants;
  - key evaluation criteria for each of the incentive recipient and the service provider;
  - key performance criteria for each program by incentive recipient and service provider;
  - key reporting requirements for each program by incentive recipient and service provider;
  - examples of where each type of program, condition or criteria has been used in the past, for example, former programs in Ontario or programs of other jurisdictions;
  - an assessment of the costs and benefits of the program (including total budget, GHG reductions, energy and water savings);
  - a detailed program implementation plan that includes:
    - i. roles and responsibilities of all involved parties
    - ii. timing for launch (including an explanation of any existing sales cycles, purchasing habits and how timing will align with these opportunities)
    - iii. a channel/service provider engagement and training plan;
    - iv. marketing plan
  - details on assumptions used to generate the recommendations; and
  - recommendations on potential issues OCCSDC could encounter with delivery;
  - a plan for evaluating and verifying the results of the program to quantify GHG reductions including demonstrating the additionality of the savings.

8. IESO will provide a minimum of three FTEs to support the work set out in this section for a minimum initial six month period. These resources will have experience with design and delivery of energy efficiency programming in Ontario and will be able to access other IESO personnel.
9. Upon request by the Ministry, the IESO will prepare the program concept and assessment, and program plans, in a form to be determined by the Ministry which could include conveyance through:
  - in-person meetings. Meeting dates and the number of representatives would be determined by the Ministry and the IESO.
  - in the form of presentations, drafts of which would be provided to the Ministry for review and comment. IESO would incorporate the Ministry's comments on draft presentations into final presentations.
  - in the form of reports, drafts of which would be provided to the Ministry for review and comment. The IESO would incorporate the Ministry's comments on draft reports into final reports.

#### **D.5 Phase 4 Work**

It is contemplated by the parties that under this Agreement, the IESO may be required to carry out additional work for the Ministry in order to implement Phases 1 to 3. The IESO will use reasonable efforts subject to its other commitments to be available to do such further work on an as and when needed basis for the Ministry ("Phase 4 Deliverables"). Any Phase 4 Deliverables agreed upon by the parties will be determined in consultation with the Ministry on scope and costing (in accordance with Section F.3).

#### **D.6 Transition**

Upon the expiry or termination of the Agreement, the IESO will use reasonable efforts to ensure that the transition from an IESO-hosted website and customer service support will be made as seamlessly as possible. IESO agrees to seek clarification regarding the transition as may be needed.

Upon the expiry or termination of the Agreement, the following events will occur:

##### **D.6.1 Transfer of Website**

The IESO will use reasonable efforts to successfully hand over the English and French website to the OCCSDC, so as to safeguard optimal operation and continuity.

The following licenses, held by the IESO, are necessary for the operation and maintenance of the website and will be transferred to the OCCSDC:

- Licenses for content and design elements of the website.

The following licenses, held by the IESO, are necessary for the operation and maintenance of the website but cannot be transferred to the OCCSDC:

- Sitecore; and
- Third party trade-mark or trade name licenses for programs listed on the website, which will be obtained directly by the MOECC with the IESO's assistance.

Subject to the IESO's ability to transfer licenses pursuant to the foregoing, the IESO will transfer to OCCSDC all the data contained on the website together with any necessary source code and technical tools (e.g. software, hardware) and other material connected with establishing, operating and further developing the website and associated client relations tools.

The IESO will provide a four (4) hour training session to OCCSDC staff to learn how to administer the new website, along with a minimum of ten (10) hours of telephone support related to the day-to-day use

of the website and twenty-four (24) hour response time for troubleshooting any application issues for the Term of the Agreement following the launch of the website.

### D.6.2 Transfer of Client Inquiry Records

The IESO will export and electronically transfer all OCCSDC-related client inquiry records to the OCCSDC. The client inquiry records will be provided to OCCSDC as an electronic file that can be opened and manipulated using Microsoft Excel.

### D.6.3 Transfer of Toll-Free Number and Telecommunications Device

If not already owned by the OCCSDC, the IESO will transfer the toll-free number and OCCSDC-related telecommunications devices to the OCCSDC who will assume ownership.

## E. Schedule

The IESO shall use commercially reasonable efforts to meet the milestones set out below in accordance with the following Schedule. The parties acknowledge and agree that the following schedule is dependent on the Ministry providing its inputs and instructions.

Table E.1: Milestone Schedule

Milestone		Completion Date
<b>D.1 Communications and Meetings</b>		
D.1	Meetings with the Ministry held	To be determined
<b>D.2 Website Development (Phase 1)</b>		
D.2.1	IESO confirms objectives, tools and functionality of website for Stage 1 are incorporated	May 15, 2017
D.2.1.1	Draft content strategy and product plan provided to the Ministry for review and comment	April 3, 2017
D.2.1.1	MOECC provides to IESO a description of OCCSDC's mandate	April 8, 2017
D.2.1.1	MOECC provides to IESO a logo, colour palette and font recommendations	April 3, 2017
D.2.2	Stage 2 updates incorporated	October 13, 2017
D.2.3	Technical documentation provided to the Ministry	February 28, 2018
D.2.4	User acceptance testing of the website completed	May 19, 2017
D.2.5	English website published	May 26, 2017
	French website published	May 26, 2017
	Site analytics provided to the Ministry	Weekly from May 26, 2017 to February 28, 2018
D.2.6	Support and corrective maintenance provided	May 26, 2017 to February 28, 2018
	Advice to the Ministry on opportunities for improving the functionality and user experience with the website	On-going to February 28, 2018
D.2.7	Training for client relations management staff on website navigation	Completion date to be determined by the Ministry in consultation with the IESO and with aim for a date prior to May 26, 2017
<b>D.3 Contact Centre and Client Relations Management Services (Phase 2)</b>		
D.3.1	Contact centre and client relations management services plan provided to the Ministry in draft	May 1, 2017



	Contact centre and client relations management services plan finalized	May 10, 2017
D.3.1	Contact Centre Services provided	May 26, 2017 to February 28, 2018
D.3.2 and D.3.3	IESO confirms all available contact centre services (e.g., communication approach for the deaf, online chat option, manner for accessing client inquiry records, etc.), reporting metrics, and quality control measures with Ministry	April 14, 2017
	Toll free number and communications approach for the deaf identified (if available)	May 12, 2017
D.3.3 and D.3.4	Data collection of client inquiry information	May 26, 2017 to February 28, 2018
	Training and coaching to call centre resources	May 26, 2017 to February 28, 2018
D.3.3.3	Options for surveys submitted to the Ministry	April 28, 2017
	Survey options implemented	May 26, 2017 to February 28, 2018
D.3.4	Bi-weekly reports submitted to the Ministry	May 26, 2017 to February 28, 2018
<b>D.4 Program Design and Delivery Recommendations (Phase 3)</b>		
D.4	Meetings with the Ministry held  Draft presentations prepared and submitted to the Ministry for review and comment  Final presentations incorporating Ministry comments prepared  Draft reports prepared and submitted to the Ministry for review and comment  Final reports incorporating Ministry comments prepared	Completion dates to be determined by the Ministry in consultation with the IESO.
<b>D.5 Phase 4 Work</b>		
D.5.	Phase 4 Deliverables completed	Completion dates to be determined by the Ministry in consultation with the IESO.
<b>D.6 Transition</b>		
D.6	Website ownership and management transferred to the OCCSDC with any required licenses and source code owned by OCCSDC	March 16, 2018
	Client inquiry records transferred to the OCCSDC in the form of a dedicated database related to the website with any required licenses and source code owned by OCCSDC	March 16, 2018
	Training sessions completed	February 28, 2018

	Telephone support provided	February 28, 2018
	Troubleshooting assistance provided	February 28, 2018

## **F. BUDGET**

### **F.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the IESO under the Contract shall not exceed a maximum amount of up to \$8,350,000.00 (the "Maximum Fee").

The total amount payable by the Ministry to the IESO includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes for Phases 1 to 4. The Maximum Fee is subject to the Ministry's requirement to pay the IESO termination costs pursuant to Section 8.06 of the Agreement. For clarity, such termination costs, to the extent moneys are available, are included in the Maximum Fee, but the Ministry agrees to pay any such outstanding termination costs which, in the aggregate with all other IESO payments under this Agreement, are over and above the Maximum Fee.

The Ministry will reimburse the IESO for all costs incurred by the IESO on a full-cost recovery basis in carrying out its roles under this Contract. No costs will be assumed by the IESO's existing operational budget and revenue stream. All IESO costs will be fully loaded without addition for margin.

### **F.2 Additional Billing Information**

Travel and accommodation expenses incurred by the IESO as part of the provision the Deliverables shall be billed separately and charged in accordance with directions from the Ministry which shall be based on Ministry of Government Service's Travel, Meal and Hospitality Expenses Directive, as may be amended or replaced from time to time. Original receipts for all disbursements must be provided to the Ministry together with the invoice on which those disbursements are billed.

### **F.3 Phase 4 Rates**

The IESO's per diem rates for carrying out any Phase 4 Deliverables as described in Section D.5 are as generally set out below based upon band/level:

<b>Band/Level</b>	<b>All in Burden Per Diem Rate (\$)</b>
Band 2	1650
Band 3	1125
Band 4	950
Band 5	850
MP6	825
MP5	800
MP4	725
MP3	625
MP2	600

The above table sets out the general per diem rates. The IESO shall provide monthly invoices to the Ministry for any Phase 4 Deliverables based on the actual number of hours worked each calendar day and at the actual per diem rates of the specific persons carrying out such work.

## Schedule 2 – Schedule of Forms

*Pursuant to the Article of the Agreement entitled Intellectual Property, these forms shall be executed by the IESO in the manner contemplated by the Agreement where the Deliverables include Intellectual Property.*

### ASSIGNMENT OF COPYRIGHT

**THIS ASSIGNMENT** made in duplicate as of **[\*insert date]**.

In consideration of the Ministry entering into the Agreement for **[\*\*insert description]** dated **[\*insert date of Agreement]** the undersigned agreed to assign and now does assign and transfer unto the Ministry all of its right, title and interest in and to the copyright in Canada and internationally of the original work(s) entitled **“[\*\*at the time of execution of assignment, specific Deliverable to be inserted]”** for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF the undersigned has executed this Assignment of Copyright as of the date written above.

### INDEPENDENT ELECTRICITY SYSTEM OPERATOR

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the IESO.

### WAIVER OF MORAL RIGHTS

**THIS WAIVER OF MORAL RIGHTS** made in duplicate as of **[\*insert date]**.

I, **[\*\* insert legal name of the individual]**, an author of any or all of the Deliverables as defined in the Agreement for **[insert description]**, dated **[\*\* insert date\*\*]** between the Independent Electricity System Operator and Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change (the “Ministry”), hereby expressly, irrevocably and without restriction, waive in favour of the Ministry, all Moral Rights with respect to the Deliverables and this waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables.

In this Waiver of Moral Rights, “Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights as of the date written above.

**[Instructions: Insert legal name of individual]**

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Date: \_\_\_\_\_

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PWU INTERROGATORY 1

1.0 Revenue Requirement, Operating Costs and Capital Spending

Issue 1.4

Are the IESO's projected staffing levels and compensation (including salaries, wages, benefits, pensions and other postemployment benefits) appropriate and reasonable?

1.4-PWU-1

INTERROGATORY

Ref: EB-2017-0150, Exhibit A-2-2, Page 7 of 31 (Business Plan):

Challenges and risks are expected to occur at a time when the IESO could see significant changes in its work force. Over the next five years, 27 per cent of the IESO managerial staff and 12 per cent of the senior professional level staff will be eligible for retirement with unreduced pensions.

- a) How many managerial staff and senior professional level staff do the 27% and 12% above represent?
- b) Please provide information by representation (mgt., PWU, Society, etc.).

RESPONSE

- a) Using January 2017 data, the following table outlines the number of employees in managerial roles and senior professional roles who are eligible to retire over the next five years:

	Employee Count	Eligible for unreduced pension <sup>2</sup>
Managerial roles <sup>1</sup>	112	26
Senior Professional <sup>1</sup>	375	44

<sup>1</sup>Managerial level is defined as salary grade 5A or higher and Senior Professional is MP4 or higher – 2018-2022 period.

<sup>2</sup> Managerial percentage of population eligible to retire as of 2018 is approximately 23%.

- b) Using January 2017 data, the following table outlines the number of employees by jurisdiction eligible to retire over the next five years.

	Non-represented	Society	PWU
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Exhibit I

Tab 1.4

Schedule 6.01 PWU 1

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	<i>(Includes managerial and non-managerial)</i>		
Number of employees eligible for unreduced pension	28	61	26

SEC INTERROGATORY 13

1.0 Revenue Requirement, Operating Costs and Capital Spending

Issue 1.4

Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions and other post-employment benefits) appropriate and reasonable?

INTERROGATORY

[A-2-2, p.13] Please provide the budget, and FTEs breakdown, associated with each IESO business unit in a similar format as provided in AMPCO IR #2 (EB-2015-0275, Ex 1, Tab 1.2, Sch 2.02 AMPCO 2).

RESPONSE

Please find below the budget, and FTEs breakdown, associated with each IESO business unit in a similar format as provided in AMPCO Interrogatory 2 at Exhibit I, Tab 1.2, Schedule 2.02 from EB-2015-0275:

Headcount:

Divisions	2016 Actuals (Dec 31'st)			2016 Budget			2017 Budget			2018 Budget			2019 Budget		
	Regs	Temps	Total	Regs	Temps	Total	Regs	Temps	Total	Regs	Temps	Total	Regs	Temps	Total
CEO & Internal Audit	8	-	8	8	-	8	8	-	8	8	-	8	8	-	8
Market and System Operations	185	-	185	190	-	190	194	-	194	194	-	194	188	-	188
Market and Resource Development	84	9	93	82	16	98	90	7	97	90	7	97	90	7	97
Conservation and Corporate Relations	85	9	94	90	-	90	90	-	90	90	-	90	90	-	90
Information and Technology Services	134	17	151	138	8	146	140	6	146	140	6	146	140	6	146
Planning, Legal, Indigenous Relations & Regulatory Affairs	58	-	58	60	1	61	61	-	61	61	-	61	61	-	61
Corporate Services	74	1	75	80	-	80	80	-	80	80	-	80	80	-	80
MACD	12	-	12	15	-	15	15	-	15	15	-	15	15	-	15
Market Renewal							20	5	25	65	10	75	65	10	75
Others	-	-	-	-	-	-	(4)	-	(4)	(4)	-	(4)	(4)	-	(4)
<b>Total</b>	<b>639</b>	<b>36</b>	<b>675</b>	<b>663</b>	<b>25</b>	<b>688</b>	<b>694</b>	<b>18</b>	<b>712</b>	<b>739</b>	<b>23</b>	<b>762</b>	<b>733</b>	<b>23</b>	<b>756</b>

Filed: September 7, 2017

EB-2017-0150

Exhibit I

Tab 1.4

Schedule 7.13 SEC 13

Page 2 of 2

1 Budget:

<b>Budget in (\$millions)</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
CEO & Internal Audit	6.8	7.3	7.3	7.3
Market and System Operations	34.1	33.0	32.8	33.1
Market and Resource Development	20.4	20.0	20.6	21.1
Conservation and Corporate Relations	16.6	17.6	18.6	18.9
Information and Technology Services	44.1	45.8	46.1	46.5
Planning, Legal, Indigenous Relations & Regulatory Affairs	15.2	16.2	16.3	16.6
Corporate Services	16.5	16.6	16.8	17.1
MACD	3.7	3.8	3.9	4.2
Market Renewal		12.0	14.0	6.0
Others (Corp Adjustments)	24.7	19.0	19.7	18.6
<b>Total IESO</b>	<b>182.1</b>	<b>191.4</b>	<b>196.1</b>	<b>189.4</b>

2



1 SEC INTERROGATORY 16

2 1.0 Revenue Requirement, Operating Costs and Capital Spending

3 Issue 1.4

4 Are the IESO's projected staffing levels and compensation (including salaries, benefits, pensions  
5 and other post-employment benefits) appropriate and reasonable?

6 INTERROGATORY

7 [C-2-1, Attach 4] With respect to Appendix 2-JK, please provide:

- 8 a. Additional columns for: i) 2015 actuals, ii) 2016 budgeted amounts, and iii) 2017 year-to-  
9 date actuals.
- 10 b. Details on the additional FTEs the IESO is adding in 2017, including a description of the  
11 individual roles and responsibilities.
- 12 c. How many of those incremental FTEs have been filed to date.

13 RESPONSE

- 14 a. Please find below Appendix 2-JK with columns added for 2016 budget and 2017 year-to-  
15 date actuals as of June 30, 2017. The table, as prepared, aims to provide for comparability  
16 among annual data sets. Data related to 2015 actuals is not available in similar format as  
17 workforce harmonization was in progress throughout 2015 and beyond and mapping of  
18 the former OPA staff to Management/non-Management positions were not yet available.

<b>(in thousands)</b>	<b>2016 Actual</b>	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>2017 YTD Jun Actual</b>
<b>Number of Employees (FTEs)</b>				
Management	109	110	117	122
All Non-Management	556	578	595	570
<b>Total</b>	<b>665</b>	<b>688</b>	<b>712</b>	<b>692</b>
<b>Total Salary and Wages</b>				
Management	18,846	17,502	21,380	11,922
All Non-Management	60,022	64,483	68,468	31,371
<b>Total</b>	<b>78,868</b>	<b>81,985</b>	<b>89,848</b>	<b>43,293</b>
<b>Total Benefits</b>				
Management	7,749	6,408	6,661	3,589
All Non-Management	22,866	21,880	20,950	10,490
<b>Total</b>	<b>30,615</b>	<b>28,288</b>	<b>27,611</b>	<b>14,079</b>
<b>Total Compensation (Salary, Wages &amp; Benefits)</b>				
Management	26,595	23,910	28,041	15,511
All Non-Management	82,888	86,363	89,418	41,861
<b>Total</b>	<b>109,483</b>	<b>110,273</b>	<b>117,459</b>	<b>57,372</b>

- b. The 25 incremental FTEs in 2017 are associated with the Market Renewal Program. Please refer to the response to AMPCO Interrogatory 14, at Exhibit I, Tab 1.6, Schedule 10.14.
- c. Please refer to the response to AMPCO Interrogatory 14, at Exhibit I, Tab 1.6, Schedule 10.14.

SOCIETY INTERROGATORY 2

**1.4: Are the IESO's projected staffing levels, salaries, wages, benefits and compensation appropriate and reasonable?**

**1.4 Society#2**

INTERROGATORY

Reference: Exhibit A-2-2, Page 7, first para.

*(iii) Changing Demographics*

*Challenges and risks are expected to occur at a time when the IESO could see significant changes in its work force. Over the next five years, 27 per cent of the IESO managerial staff and 12 per cent of the senior professional level staff will be eligible for retirement with unreduced pensions. Well over half of these staff are in Information and Technology Services and Market and System Operations. Recruiting, developing and retaining skilled staff will be an ongoing priority for adapting to future uncertainties.*

a) Please explain in detail the strategy the IESO will employ to successfully contend with its "ongoing priority" for adapting to future uncertainties the recruiting, developing and retaining of skilled staff.

b) Please provide for each of 2014, 2015, 2016 and 2017 the annual number of staff who retired and the annual number of staff eligible to retire (for 2017 please provide July actuals and 2017 year end projected).

RESPONSE

a) IESO's Talent Acquisition team leverages best practice research and recruitment data to identify recruitment trends in relation to business needs. Internally, we continue to improve our recruitment processes and facilitate internal movement for employees. Externally, we are enhancing our reach within talent communities (early talent/campus and professional experienced) to attract top talent to meet current and future needs.

Our strategy is inclusive of the following:

- Developing and promoting an employee value proposition and employer brand;
- Selecting and implementing assessments to assist with hiring and promotion decisions for key and mission-critical roles;
- Targeting student/co-op hiring to occupational areas with the highest impending retirement rates and business impact, and lowest labour market availability (e.g. information technology and engineering), and

- Promoting the IESO's employer brand through participation in on-campus events and career fairs.

IESO's Organizational Learning and Organizational Development Strategy has the following components to support the development of employees:

- An annual learning and development needs analysis to identify internal organizational learning and development programming. The curriculum includes competency-based programs to develop core management skills and leadership competencies, and mission critical competencies that contribute to achieving IESO's vision, mission, strategic objectives and values.
- IESO career and development planning workshops are offered along with one-on-one career/development planning meetings, where a comprehensive suite of assessments can be accessed to identify individual strengths/development areas and/or one-on-one coaching (leadership, career and communication) when needed, to support individual development.
- External learning opportunities are provided by applying to IESO's Education Assistance Program Standard. It provides access to continuous learning opportunities for all regular status employees to attain a degree, certificate or professional designation, to develop skills, abilities and knowledge, for either their current role and/or to achieve future career aspirations.
- Each business unit has a training and development budget that provides individual or workgroup specific technical and/or competency learning and development. This development is identified during development conversations between managers and their employees.
- An annual talent review is conducted to identify IESO successor candidates/high potentials. IESO's Succession Management Program consists of enriched development to build IESO's bench-strength in order to achieve its goals over the next 3-5 years (a leadership pipeline of talent to move into key organizational roles).
- IESO has a Facilitator Network, a cross-organizational group of volunteers, that applies the facilitation skills and processes they have learned at internal training and development programs. These facilitations support the achievement of IESO goals.

The IESO has an extremely low annual rate of voluntary turnover at 2.4% in 2016 and, in 2017, is trending at 0.6% as of July 31<sup>st</sup>. The organization actively and materially supports continuous learning, career development, health and safety, work/life balance, and a professional, respectful work environment.

1           b) Actual retirements are as follows:

<b>Retirements</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	
				<i>Actual (to July)</i>	<i>Forecast (Jul – Dec)</i>
<b>Actual</b>	10	10	14	12	10
<b>Eligible</b>	_ <sup>1</sup>	_ <sup>1</sup>	44 <sup>2</sup>	64 <sup>2</sup>	

2           <sup>1</sup> Data not readily available.

3           <sup>2</sup>Regular employees who are eligible to retire - cumulative to that year.

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SOCIETY INTERROGATORY 3

**1.4: Are the IESO's projected staffing levels, salaries, wages, benefits and compensation appropriate and reasonable?**

**1.4 Society#3**

INTERROGATORY

Reference: Exhibit B-3-1, page 2, line 14

*As of December 31, 2016, there were 675 staff ...*

Reference: Exhibit C-2-1, Attachment 4, page 1 "Appendix 2-K "

(in thousands)	2016 Actual
<b>Number of Employees (FTEs)</b>	
Management	109
All Non-Management	556
<b>Total</b>	<b>665</b>

- a) Please explain the difference between the 2016 staff levels provided in the two references above.

RESPONSE

- a) Please refer to the response to OEB Staff Interrogatory 4 at Exhibit I, Tab 1.4, Schedule 1.04.

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1 VECC INTERROGATORY 11

2 **EXHIBIT A**

3 **Issue 1.0 (1.4)**

4 INTERROGATORY

5 **Exhibit A-2-2, Page 13 of 31**

- 6 a) Please provide a list of the 25 incremental positions by job classification and salary band.  
7 b) How many of the anticipated 25 incremental positions have been hired to date?

8 RESPONSE

- 9 a) Please refer to the response to AMPCO Interrogatory 15 at Exhibit I, Tab 1.6, Schedule 10.14.  
10 b) Please refer to the response to AMPCO Interrogatory 14 at Exhibit I, Tab 1.6, Schedule 10.14.

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