

Bill No. 76
2024

By-law No. A.- _____ - _____

A by-law to approve the Transfer Payment Agreement with the Province for the purpose of updating the energy mapping and financial models in support of the Climate Emergency Action Plan; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Transfer Payment Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and His Majesty the King in right of Ontario as represented by the Minister of Energy, for the purpose of updating the energy mapping and financial models (i.e., cost-benefit analysis) in support of the Climate Emergency Action Plan is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Deputy City Manager, Environment & Infrastructure, is the Duly Authorized Officer to approve reimbursement claims to be submitted to the Ontario Ministry of Energy to receive approved funding as identified in Schedule "E" of the attached Transfer Payment Agreement.
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council March 5, 2024, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – March 5, 2024
Second reading – March 5, 2024
Third reading – March 5, 2024

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 26th day of March, 2024

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Minister of Energy**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronic signature.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the Broader Public Sector Accountability Act, 2010 (Ontario);

(c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO as represented by the
Minister of Energy**

The Corporation of the City of London

Name: Krista, Adams
Title: Director, Conservation Programs
and Partnerships Branch

Name: Josh Morgan
Title: Mayor

Date

Date

Name: Michael Schulthess
Title: City Clerk

Date

We have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, 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 on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the

period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true

and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the Broader Public Sector Accountability Act, 2010 (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the 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, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, 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 carrying out a project similar to the Project would maintain, including 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may

take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid

amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution

for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$25,000
Expiry Date	September 1, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$0
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province (primary)	<p>Name: Ministry of Energy</p> <p>Attention: Jamelia Alleyne, Senior Advisor</p> <p>Address: 77 Grenville Street, 5th Floor, Toronto, ON M7A 2C1</p> <p>Phone: 437- 553-4115</p> <p>Email: Jamelia.s.alleyne@ontario.ca</p>
Contact information for the purposes of Notice to the Province (secondary)	<p>Name: Ministry of Energy</p> <p>Attention: Adam Khan, Manager, Conservation Programs and Partnerships</p> <p>Address: 77 Grenville Street, 5th Floor, Toronto, ON M7A 2C1</p> <p>Phone: 437- 232-1370</p> <p>Email: Adam.Khan@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: The Corporation of the City of London</p> <p>Attention: Jamie Skimming, Manager, Energy and Climate Change</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Phone: (905) 661-2489 x5204</p> <p>Email: jskimmin@london.ca</p>

<p>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</p>	<p>Name: The Corporation of the City of London</p> <p>Attention: Anna Lisa Barbon, Deputy City Manager, Finance Supports</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Phone: (519) 661-2489 x4705</p> <p>Email: abarbon@london.ca</p>
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Additional Provisions:

1.0 Article A4.0 of Schedule “A” is amended by adding the following section A4.6.1:

A4.6.1 **Reallocation.** Despite section A4.3, where the Funds for a task (as such tasks are listed in Schedule “D”) that the Recipient is entitled to receive from the Province under Schedule “D” are less than the maximum amount of Funds allocated for that task, the Recipient may reallocate such difference to another task that is outlined in Schedule “D” to the extent that the Funds the Recipient is entitled to receive from the Province for that other task are more than the maximum Funds allocated for that other task under Schedule “D”.

A4.6.2 **Prior Approval.** The Recipient shall not proceed with a reallocation described in section A4.6.1 without the prior written approval of the Province to do so, unless the reallocation is between tasks within the same Milestone as outlined in Schedule “D” in which case the Recipient will be required to report the reallocation in the relevant Milestone Status Package (MSP) submitted to the Province as outlined in Schedule “F”.

2.0 The Agreement is amended by the insertion of new Article A29.0 as follows:

A29.0 OPEN DATA

A29.1 **Open Data.** The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objective/goals, Project locations, Project results reported by the Recipient and the Budget.

SCHEDULE “C” PROJECT

Project Background

The Municipal Energy Plan program (“MEP Program”) is designed to help Ontario municipalities understand their energy use through a community energy planning process.

Municipalities, through the MEP Program, create a Community Energy Plan (the “Plan”) to improve energy efficiency, reduce energy consumption and greenhouse gas emissions, foster green energy solutions and support economic development.

Scope of Project

The Recipient previously completed their Climate Emergency Action Plan (“CEAP”), which was approved by London City Council in April, 2022. The Project will augment the CEAP by updating the energy mapping and financial models (i.e. cost-benefit analysis).

The details of each stage to be completed by the Recipient are as outlined below.

The Province shall provide the Funds to the Recipient, in accordance with the Agreement, in order to support a portion of the costs associated with the Project.

If applicable, the Recipient shall prepare a request for proposals (RFP) to engage a qualified consultant to undertake some or all stages of the Project and evaluate the proposals received from proponents.

The Recipient shall complete the following Project milestones:

Milestone 1: Low Carbon Scenario and Financial Modelling

The Recipient will complete the following actions:

- Review of CEAP actions;
- Presentation to the Recipient’s staff (targets and actions);
- Low carbon scenario modelling;
- Presentation to the Recipient’s staff (emission reduction scenarios);
- Financial modelling.

Upon completion of Milestone 1, the Recipient shall provide to the Province:

- A summary of the notes from the first two presentations to the Recipient’s staff;

- and
- A summary of the results of the financial modelling and low carbon scenario.

Milestone 2: Final Document

The Recipient will complete the following actions:

- Completion of the draft document;
- Third presentation to the Recipient’s staff to consult on the draft document;
- Completion of the final document.

Upon completion of Milestone 2, the Recipient shall submit to the Province:

- The final document or Plan, which shall include at a minimum:
 - An acknowledgment of project funding support provided by the Government of Ontario;
 - Identification of internal or external resources that will assist in plan implementation;
 - A summary of stakeholder engagement undertaken and how stakeholders will continue to be engaged in the future; and
 - An outline of how the Plan will be communicated to the stakeholders.

The final document must be approved by the Recipient’s Municipal Council and provided to the Province. The Province will provide comments and suggestions to be revised by the Recipient, as necessary.

Timelines

The Recipient has 12 months to complete the Project. The expected start date of the Project is March 26, 2024, and expected completion date is March 26, 2025. The Recipient will advise the Province if the Project will begin later than the expected start date.

The table below outlines the timelines associated with the specific tasks for each milestone of this Project, as outlined in Schedule “D”:

PROJECT MILESTONE	EXPECTED COMPLETION DATE
Milestone 1: Low Carbon Scenario and Financial Modelling	November 1, 2024
Milestone 2: Final Document	March 1, 2025

SCHEDULE “D”

Province’s Detailed Contribution Breakdown

Stage	Milestone	Task Name (List each Item/task on a separate line)	Task Lead (e.g. Recipient, Consultant)	Detailed Description of Tasks and associated costs (e.g. staffing costs including staff title and role on the project; venue, hospitality, non-local travel for stakeholder engagement sessions)	Province’s Maximum Allocation per Milestone, \$
1	1	Review of CEAP actions	Consultant (SSG)	SSG will work with Recipient staff to review, categorize, and evaluate the actions approved from the CEAP. The 200 actions will be grouped and evaluated based on their estimated impacts.	\$12,000
		Staff presentation - targets & actions	Consultant (SSG)	SSG will present analysis of the BAU, targets and catalogue of actions to staff and stakeholders. Based on the discussion, SSG will recommend final emissions reduction targets and a slate of low-carbon actions to model.	
		Low carbon scenario	Consultant (SSG)	The prioritized actions will be prepared in CityInSight and modelled for their energy and emissions effects between the baseline year and 2050. The scenario will include year-over-year energy and emissions projections under low-carbon action implementation. All modelled data results will have graphic representations, making the data easy to digest.	
		Staff presentation - Emission reduction scenarios	Consultant (SSG)	This workshop will review the estimated impacts of climate actions for the Recipient and community. Participants will have an opportunity to dive into the emissions impacts of the actions and scenarios, and provide input on how the actions and policies can be implemented.	
		Financial modelling	Consultant (SSG)	Financial impacts will be evaluated including total capital required by sector and year, operating costs by sector and action, costs and benefits of each action, including abatement cost, net present value, and other financial indicators, modelled in CityInSight. The financial modelling will provide financial estimates surrounding complex topics such as mode shifting, where the financial responsibility lies for implementation, where the brunt of the costs and savings are found, and the differences between actions that provide savings versus avoided costs.	
2	2	Draft Document	Consultant (SSG)	The draft document, which may be called the “How to Move Forward with CEAP” document, will be created in consultation with Recipient staff. It will be a coherent, compelling, accessible, and easily digestible document, which will include a narrative, goals, synopsis of the actions, and a presentation of the financial modelling co-benefits analysis. The draft document will answer the call to action provided in the CEAP, specifically sections 1.a., focused on providing Londoners with the latest information on local emissions and climate change impacts, and 1.b., focused on the economic costs and benefits of climate mitigation actions.	\$13,000

Stage	Milestone	Task Name (List each Item/task on a separate line)	Task Lead (e.g. Recipient, Consultant)	Detailed Description of Tasks and associated costs (e.g. staffing costs including staff title and role on the project; venue, hospitality, non-local travel for stakeholder engagement sessions)	Province's Maximum Allocation per Milestone, \$
		Staff presentation - Draft document	Consultant (SSG)	Recipient staff and the consulting team will present the draft document to staff for finalization approval and adoption pending final modifications.	
		Final document	Consultant (SSG)	The Recipient will prepare the final document which will be professionally designed and copy-edited. It will include visualizations and photos that help communicate the plan to a diverse audience, ranging from technical stakeholders to the public. The final package will include a series of information pieces for a variety of internal and external stakeholders, such as the City's Planning & Economic Development area for land use planning, transportation for the Mobility Master Plan, The London Environmental Network and Climate Action London for general public engagement, etc. The final document will be submitted to the Recipient for final approval.	
Grand Total					\$25,000

Ineligible Costs:

- Furniture;
- Computer hardware;
- Computer software (unless it can be demonstrated that the software is essential to the project, such as software to analyze baseline energy data);
- Telecommunications hardware;
- Training such as conferences and courses;
- Non-local travel costs and accommodations;
- Daily travel costs, with the exception of local travel costs directly related to attending stakeholder engagement sessions related to the Project;
- Meals and Hospitality expenses specifically for staff including external consultants or contractors hired exclusively for the project;
- Alcohol
- First-class travel
- Purchasing or leasing capital equipment;

- Purchasing or leasing real estate;
- Lobbying projects;
- Insurance for general liability as required by the Province, or any other type of insurance; and
- Salaries of staff who are not specifically hired by the Recipient for undertaking the Project. However, compensation for work related to the Project that falls outside of the scope of such staff members' paid time responsibilities may be an eligible expense.

General:

The Funds that the Recipient is entitled to receive from the Province for each milestone outlined in this Schedule "D" are (i) based on eligible costs actually incurred by the Recipient, and (ii) shall be equal to no more than 50% of the total eligible costs actually incurred by the Recipient for each milestone, up to the Province's maximum funding allocation amount provided for that milestone under the terms of this Agreement. As such, the amount paid out to the Recipient by the Province may be less than the maximum amount outlined herein.

For an eligible expense incurred by the Recipient, the Recipient may claim the part of the HST that is not eligible for a rebate by the Canada Revenue Agency ("Eligible HST"). For greater clarity, Eligible HST shall only be recoverable by the Recipient from the Funds outlined in Schedule "D" and any such claims are subject to the Province's approval.

All travel, meals and hospitality expenses are subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the Province's Travel, Meal and Hospitality Expenses Directive. Written approval of the Province is required before any such arrangements are made. Without limiting the generality of the foregoing, alcohol and first-class travel cannot be claimed and will not be reimbursed as part of a travel or meal expense.

**SCHEDULE “E”
PAYMENT PLAN**

Subject to the terms and conditions of this Agreement, the Funds shall be distributed to the Recipient in accordance with the following Payment Plan and in accordance with all other terms of the Agreement.

PAYMENT MILESTONE	DUE DATE FOR PAYMENT	MAXIMUM PAYMENT AMOUNT
MEP MSP 1 for Milestone 1: Low Carbon Scenario and Financial Modelling	Within 30 days of the Province’s approval of the MEP MSP 1 reports as further outlined in Schedule “F”.	\$12,000
MEP MSP 2 for Milestone 2: Final Document	Within 30 days of the Province’s approval of the MEP MSP 2 reports as further outlined in Schedule “F”.	\$13,000
	TOTAL:	\$25,000.00

**SCHEDULE “F”
REPORTS**

1. The Recipient is to submit to the Province the MEP Milestone Status Package (MSP) that consists of:
 - 1.1. A Milestone Report (see the “MEP Program MILESTONE REPORT template” below), and
 - 1.2. A Budget report (see the “Budget Reporting template” below).
2. Each MSP includes a short progress report outlining Milestone’s progress and original invoices/receipts (or electronic copies) for expenses incurred and paid up until that specific milestone reporting due date as outlined in Schedule “C” above.
3. Where there has been a reallocation of Funds between tasks within the same Milestone, the corresponding MSP report shall include a description and details of such reallocation.
4. The due dates for each MEP MSP submission to the Province are as outlined in the table below.

NAME OF REPORT	DUE DATE
MEP MSP 1 for Milestone 1: Low Carbon Scenario and Financial Modelling	December 1, 2024
MEP MSP 2 for Milestone 2: Final Document	April 1, 2025

MEP Program

MILESTONE REPORT template

Municipality	
Contact Name	
Email	
Phone	
Date	

Milestone Number	Milestone payment amount* (\$)
Milestone due date (in TPA)	
Expected submission date for next Milestone (in TPA)	

ALL SECTIONS MUST BE COMPLETED IN ORDER FOR PAYMENT TO BE PROCESSED

1. Milestone Description

2A. Project Progress and Results to Date
Provide a brief summary of project activities and outcomes from this Milestone period.

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2B. Project Activities, Deliverables and Outcomes		
Based on the information provided in section 1B, please outline the individual activities, deliverables and outcomes for this Milestone and provide a status update. Add rows as necessary.		
Activity / Deliverable	Completed? (Y/N)	Outcomes
<i>e.g. Create surveys</i>	Y	<i>Survey created with input from third parties</i> <i>Survey included as a separate attachment (name of file)</i>

2C. Project Cost Summary
Please use the <i>Budget and Expenses Reporting Template</i> attached to report on all milestone activities, provide an updated budget (if applicable) and report on actual expenses incurred. Note: where applicable, invoices and staff time logs showing tasks completed, hours worked on the project and hourly rate are required.

2D. Lessons Learned
In a bulleted list, summarize the key lessons learned to date. This section is very important as the learnings can be passed on to others engaging in similar work potentially saving others time and effort.

3. Stakeholder Engagement
Report on the status of your stakeholder engagement efforts (including participant names, organizations, and sectors) This is an important component of all three stages of the MEP development process.

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4A. Communications from this reporting period	
List any project-related communications from the current reporting period. Please note any press releases, media events, media mentions, etc. and include them as attachments to this report.	
Name of event/ article/ media piece	Details
<i>e.g. Article in the local newspaper</i>	<i>Project profiled in local newspaper on June 2, 2021</i> <i>PDF scan of article attached (name of file)</i>

4B. Upcoming Events	
List any upcoming communication opportunities.	
Name of event/ article/ media piece	Details
<i>e.g. Public information session on project</i>	<i>Stakeholder workshop will be held on January 10, 2024 to discuss the MEP.</i>

5. Summary
Provide a list of all the attachments included with this report.
<i>e.g., Budget and Expenses Reporting Template (name of file.xls)</i>
<ol style="list-style-type: none"> 1. 2. 3.

2C. Budget and Expense Reporting Template

UPDATED BUDGET					ACTUAL EXPENSE	
Stage	Milestone	Task Name (as per Schedule D)	Detailed Descriptions (as per Schedule D)	Province's Maximum Allocation (as per Schedule D) \$ ⁶	Total Actual Cost, \$	Province's Allocation of Actual Cost, \$
1	1					
SUBTOTALS FOR MILESTONE 1						
2	2					
SUBTOTAL FOR MILESTONE 2						
GRAND TOTALS						

⁶All milestone and stage subtotals should match the Province's maximum allocation per item/task as per Schedule D, unless otherwise approved by the Province.