

Bill No. 310  
2017

By-law No. A.-\_\_\_\_\_

A By-law to approve the Grant Agreement with the Federation of Canadian Municipalities for the purpose of securing a grant from the Green Municipal Fund for the Feasibility Study for Municipal Tools for Catalyzing Net-Zero Energy Development; and to authorize the Mayor and City Clerk to act on behalf of the City of London and 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 Grant Agreement, attached as Schedule "A", to be entered into between The Corporation of the City of London and the Federation of Canadian Municipalities for the purpose of providing a grant under the Green Municipal Fund, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 26, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 26, 2017  
Second Reading – June 26, 2017  
Third Reading – June 26, 2017

**Schedule "A"**

**GREEN MUNICIPAL FUND (GMF)**

**No.: 15143**

**Title: Municipal Tools for Catalyzing Net-Zero Energy Development**

**Grant Agreement  
Feasibility Study**

**Between**

**THE CORPORATION OF THE CITY OF LONDON**

**- and -**

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

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*This document is not an offer to enter into a contract and, until executed by all parties, it is not a contract.*

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## GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

### **BETWEEN:**

**THE CORPORATION OF THE CITY OF LONDON**

(herein called “Recipient”)

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**, as Trustee of the Green Municipal Fund

(herein called “FCM”)

### **WHEREAS:**

- (a) the Government of Canada (herein called “GoC”) and FCM have established the Green Municipal Fund (herein called “GMF”) to assist municipalities in Canada with municipal environmental projects and to, *inter alia*, provide grants for plans, feasibility studies, and pilot projects respecting such proposed projects;
- (b) the GoC has funded GMF, which is being administered by FCM as trustee thereof;
- (c) FCM, in its capacity as trustee of GMF, has agreed to provide the Recipient with a grant for use by the Recipient solely for the plan, study or pilot project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the parties hereby agree as follows:

## **ARTICLE 1 DEFINITIONS AND SCHEDULES**

### **Section 1.01      Definitions.**

Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

“**Audit Report**” means the audit report attached as Part 2 of Schedule F;

“**Authorizing By-law(s) or Authorizing Resolution**” has the meaning provided in Section 4.01;

“**Business Day**” means a day of the year other than a Saturday or Sunday or a statutory holiday observed in the Province of Ontario;

“**Certificate of Incumbency and Authority**” means the certificate attached as Schedule C;

**“Claim Summary With Supporting Documentation”** means a form of claim summary provided by FCM to the Recipient prior to a Request for Contribution;

**“Claim Summary Without Supporting Documentation”** means a form of claim summary provided by FCM to the Recipient prior to a Request for Contribution;

**“Contribution”** means, in the aggregate, the parts of the Grant Amount advanced by FCM to the Recipient as provided in this Agreement;

**“Contribution Date”** has the meaning provided in Section 2.05;

**“Eligible Costs”** has the meaning provided in Part 2 of Schedule A;

**“Final Contribution”** means the last disbursement of the Grant Amount. In the event that the Recipient obtains the Grant Amount in a single contribution, Final Contribution has the same meaning as Contribution;

**“Final Study”** means the final version of the report summarizing the activities undertaken in conducting the feasibility study or pilot project described in Part 1 of Schedule A;

**“Financial Audit”** means an audit of the Recipient’s Statement of Expenses set forth in Part 3 of Schedule F relating to the Project which is to be conducted at or after the time the Project is completed. The financial audit shall be carried out by an independent public accountant acceptable to FCM in accordance with GAAP and the scope of financial audit outlined in Part 1 of Schedule F. The financial audit shall be completed and submitted with the Statement of Expenses set forth in Part 3 of Schedule F and otherwise in the form of the Audit Report set forth in Part 2 of Schedule F;

**“First Contribution”** has the meaning provided in Section 2.05;

**“First Contribution Date”** has the meaning provided in Section 2.05;

**“GAAP”** means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

**“Grant”** means the grant of funds by FCM to the Recipient as contemplated by this Agreement;

**“Grant Amount”** means the amount of the grant made by FCM to the Recipient, up to the maximum amount set forth in Section 2.02;

**“Grant Expiration Date”** has the meaning provided in Section 2.04;

**“Material Change”** means any change:

- (a) to the description of the Project, as provided in Part 1 of Schedule A;
- (b) to the budgeted project costs, as provided in Part 2 of Schedule A; and
- (c) to the particulars of the sources of funding as provided in Part 3 of Schedule A.

“**Project**” means the plan, feasibility study or pilot project, as applicable, described in Part 1 of Schedule A;

“**Project Completion Date**” has the meaning provided in Section 2.03;

“**Project Completion Report**” means the Project completion report attached hereto as Schedule E;

“**Project Progress Report**” means the report attached hereto as Schedule D;

“**Request for Contribution**” means the request for contribution attached hereto as Schedule B;

“**Second Contribution**” has the meaning provided in Section 2.05;

“**Second Contribution Date**” has the meaning provided in Section 2.05;

“**Statement of Expenses**” means the statement of expenses attached as Part 3 to Schedule F;

### **Section 1.02      Schedules.**

The following annexed Schedules form part of this Agreement:

Schedule A:    Part 1: Description of the Project  
                  Part 2: Description of Budgeted Project Costs  
                  Part 3: Particulars of the Sources of Funding

Schedule B:    Form of Request for Contribution

Schedule C:    Form of Certificate of Incumbency and Authority

Schedule D:    Form of Project Progress Report

Schedule E:    Form of Project Completion Report

Schedule F:    Audit Requirements  
                  Part 1: Scope of Financial Audit  
                  Part 2: Form of Audit Report  
                  Part 3: Form of Statement of Expenses

### **Section 1.03      Interpretation.**

In this Agreement:

- (a)    the division into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

- (b) the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires: (i) references to any Section are references to the Section of this Agreement; (ii) "including" or "includes" means "including (or includes) but is not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it; (iii) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; (iv) references to currency or to "\$" shall be to lawful currency of Canada; and (v) words in the singular include the plural and vice-versa and words in one gender include all genders.

## **ARTICLE 2 THE GRANT**

### **Section 2.01      Grant Purpose.**

FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project.

### **Section 2.02      Grant Amount.**

Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs an amount (the "**Grant Amount**") that is equal to the lesser of:

- (i) the sum of eighty-eight thousand dollars (\$88,000); or
- (ii) fifty percent (50%) of Eligible Costs;

provided that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 3 of Schedule A (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, as contemplated in Part 2 of Schedule A, then FCM may reduce the Grant Amount determined pursuant to this Section 2.02 to such amount as it deems appropriate, in its sole and absolute discretion.

### **Section 2.03      Project Completion Date.**

The Recipient anticipates that the Project will be completed by no later than the 3<sup>rd</sup> day of September, 2018 (the "**Project Completion Date**"). As contemplated by Section 5.01, the Recipient shall inform FCM as soon as it becomes aware that the Project is not likely to be completed by such date.

### **Section 2.04      Grant Expiration Date.**

If the Recipient fails to meet the conditions of Contribution set forth in the Form of Request for Contribution and fails to obtain the Final Contribution as provided for in Section 2.05 within the earlier of:

- (a) six (6) months from the Project Completion Date set out in Section 2.03 above, or



(b) three (3) years from the date of this Agreement,

then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement.

**Section 2.05**      **Contributions.**

The Recipient shall request the advance of each of the First Contribution and the Second Contribution by delivering to FCM a completed Request for Contribution in the form of Schedule B, indicating the Business Day on which it would like to receive the applicable contribution (in respect of the First Contribution, the “**First Contribution Date**”, in respect of the Second Contribution, the “**Second Contribution Date**”, and each is a “**Contribution Date**”). Provided that the conditions of Contribution set forth in the Request for Contribution have been met to the satisfaction of FCM at least thirty (30) days before the applicable Contribution Date, FCM shall advance the Grant Amount to the Recipient as follows:

- (a) the First Contribution shall be equal to the lesser of (the “**First Contribution**”):
  - (i) the sum of fifty-seven thousand two hundred dollars (\$57,200); or
  - (ii) fifty percent (50%) of the Eligible Costs then incurred by the Recipient.
- (b) the Second Contribution shall be equal to the lesser of (the “**Second Contribution**”):
  - (i) the sum of fifty dollars (\$88,000) less the amount of the First Contribution; or
  - (ii) fifty percent (50%) of Eligible Costs then incurred by the Recipient less the amount of the First Contribution.

For greater certainty, the aggregate amount of the First Contribution and of the Second Contribution shall not exceed the amount set out in Section 2.02.

**Section 2.06**      **Evidence of Incurred Costs.**

The Recipient shall confirm in a manner satisfactory to FCM, the Eligible Costs incurred by the Recipient in relation to the Project by submitting to FCM:

- (a) in the case of each Contribution, a Claim Summary With Supporting Documentation, together with copies of supporting invoices and receipts; or
- (b) in the case of the First Contribution, a Claim Summary Without Supporting Documentation and in the case of the Final Contribution, a Financial Audit (Audit Report and Statement of Expenses) in the form of Schedule F. **All invoices and receipts together with back-up documentation but must be kept for audit purposes for at least seven (7) years after the Final Contribution Date.**

**ARTICLE 3**  
**CONDITIONS OF CONTRIBUTION OF THE GRANT**

**Section 3.01**      **Conditions of Contribution.**

Subject to Section 2.05, the obligation of FCM to remit the Grant Amount is conditional upon the Recipient satisfying the conditions set out in the Request for Contribution attached as Schedule B, to the satisfaction of FCM.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**Section 4.01**      **Representations and Warranties.**

The Recipient represents and warrants that:

- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Project;
- (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
- (d) the council of the Recipient has passed a resolution or by-law authorizing the preparation of the Project and the entering into of this Agreement (the "**Authorizing By-law(s) or Authorizing Resolution**") in full compliance with applicable laws and regulations at meetings at which a quorum was present;
- (e) no application has been made or action brought to quash, set aside or declare invalid the Authorizing By-law or Authorizing Resolution nor have the same been in any way repealed, altered or amended, and such Authorizing By-law or Authorizing Resolution is now in full force and effect;
- (f) it is not subject to any restructuring order under any applicable statutory authority;
- (g) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under this Agreement;
- (h) it owns all right, title and interest, including all intellectual property rights, in and to the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report, including photographs contained therein, submitted pursuant to this Agreement and has sole and exclusive rights to use thereof. Prior to submission hereof:

- (i) any person involved in the preparation of such reports will execute and deliver to the Recipient a written agreement which effects the assignment to the Recipient of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein; and
  - (ii) any identifiable person featured in a photograph submitted to FCM, pursuant to this Agreement, will execute and deliver to the Recipient a written agreement granting permission to use his or her image, including but not limited to posting it on a public website;
- (i) the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report, including photos contained therein, submitted pursuant to this Agreement that the Recipient will submit to FCM will not infringe upon any of the intellectual property rights of any other person and the Recipient has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation or violation of the intellectual property rights of any other person, nor does the Recipient know of any valid grounds for any bona fide claims.

## **ARTICLE 5 COVENANTS**

### **Section 5.01 Affirmative Covenants.**

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:

- (a) use the Grant only for the Project;
- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all applicable environmental, health and safety laws of the Province of Ontario and of Canada;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, financial and business practices; maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP. **The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least seven (7) years after the Final Contribution Date;**
- (d) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project;
- (e) clearly label as confidential all information embodied in tangible form that is prepared and/or delivered by or on behalf of the Recipient to FCM pursuant to this Agreement, that the Recipient deems to be confidential information, and if the information that the Recipient deems to be confidential information is disclosed orally or visually, the Recipient shall clearly identify it as such at the time of disclosure ("**Confidential Information**");
- (f) provide two versions of each report in the event that a Project Progress Report, Project Completion Report and/or Final Plan or Final Study, as applicable, contains Confidential

Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties;

- (g) incorporate the following language into the Final Plan or Final Study, as applicable, and the Project Completion Report, unless it has received written notice to the contrary from FCM:

“© 201~~X~~, **The Corporation of the City of London**. All Rights Reserved.

The preparation of this feasibility study was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

- (h) comply with FCM's communication requirements, for the period between the signature of this Agreement and the date that is five (5) years following the Final Contribution and shall:
- (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the GoC. A GMF communications officer will contact the Recipient to discuss the process immediately after the signature of this Agreement;
  - (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the GoC to participate in such promotional events;
  - (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project;
  - (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media websites and tools and made available through other mediums and in various formats (the “**Interview**”);
- (i) grant FCM a perpetual, irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, distribute, adapt, change formats, display and translate the Final Plan or Final Study, as applicable, the Project Progress Report(s) and the Project Completion Report which are prepared and/or delivered by or on behalf of the Recipient to FCM pursuant to this Agreement in furtherance of the goals and objectives of the FCM and/or the GMF;
- (j) grant FCM all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website;

- (k) provide to FCM the following information, in form and content satisfactory to FCM:
- (i) prompt notice of any change to the Project Completion Date as set out in Section 2.03;
  - (ii) a Project Progress Report in the form of Schedule D, on the dates described in Schedule D and additional Project Progress Reports, if requested by FCM, within thirty (30) days of FCM making such requests;
  - (iii) prompt notice of any proposed change in the nature or scope of its legal status;
  - (iv) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient;
  - (v) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient, to perform its obligations under this Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient;
  - (vi) immediate notice of the occurrence of any Event of Default relating to it specifying the nature of such Event of Default, and the steps, if any, that it is taking to remedy the same; and
  - (vii) such other information as FCM may from time to time reasonably request from it by notice to it.

**Section 5.02      Negative Covenants.**

Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Costs;
- (b) make any Material Change;
- (c) sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the properties, whether movable or immovable, relating to the Project, whether now owned or hereafter acquired, and whether to a private sector partner of it or otherwise, except if provided for in Schedule A.

**ARTICLE 6  
EVENTS OF DEFAULT**

**Section 6.01      Events of Default.**

The following events are “**Events of Default**”:

- (a) default shall have occurred in the performance of any covenant, agreement or undertaking of the Recipient contained in this Agreement, and any such default shall have continued for a period of

not less than fifteen (15) days after notice thereof shall have been given to the Recipient, as applicable, by FCM;

- (b) any representation or warranty confirmed or made in Article 4 or in a Request for Contribution under this Agreement or in connection with the execution and implementation of this Agreement or in connection with the Project, is found to have been incorrect or misleading;
- (c) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient;
- (d) if any act or thing which, in the determination of FCM, does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under this Agreement and the Project has occurred or may occur;
- (e) failure to comply with Section 2.04 of this Agreement;
- (f) failure to deliver to FCM the Project Completion Report, even in the event that the Project is not completed, in form and content satisfactory to FCM on or before the Grant Expiration Date; and
- (g) in the event that the Project is completed, failure to deliver to FCM the Final Plan or Final Study in form and content satisfactory to FCM on or before the Grant Expiration Date.

#### **Section 6.02      Remedies.**

Upon the occurrence of an Event of Default, FCM may by notice to the Recipient:

- (a) terminate this Agreement;
- (b) to the extent not already disbursed to the Recipient, terminate any further requirement to make the First Contribution and/or Second Contribution;
- (c) in the case of an Event of Default provided in the foregoing Section 6.01(f) and Section 6.01(g), declare the disbursed Grant Amount immediately repayable (anything in this Agreement to the contrary notwithstanding) without any further notice and without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Recipient; and/or
- (d) take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

#### **Section 6.03      Saving of Rights.**

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**Section 7.01      Notices and Requests.**

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

To the Recipient:

City of London  
300 Dufferin Avenue  
PO Box 5035  
London, Ontario  
N6A 4L9

Attention:      Mr. Derek Satnik  
                    Vice President, Technology, s2e Technologies Inc.

- telephone:                      226-339-0943
- by electronic mail:              dsatnik@s2etech.com

Alternate Contact:

Attention:      Mr. Jamie Skimming  
                    Manager, Air Quality

- telephone:                      519-661-2500 ext. 5204
- by facsimile:                      519-661-5813
- by electronic mail:              jskimmin@london.ca

To FCM:

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention:      Ms. Nathalie Lapointe  
                    Project Officer - Contracts

- telephone:                      613-907-6261
- by facsimile:                      613-244-1515
- by electronic mail:              nlapointe@fcm.ca

Any notice, demand, request or other communications made or given by personal delivery shall be deemed to have been made or given on the day of actual delivery thereof, and if made or given by

ordinary or registered mail, on the 3<sup>rd</sup> Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission or by electronic mail, on the 1<sup>st</sup> Business Day following the transmittal thereof. If the party giving any notice, demand, request or other communications knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such notice, demand, request or other communications shall not be mailed, but shall be given by personal delivery, facsimile transmission or electronic mail.

## **Section 7.02      Release and Indemnification by the Recipient.**

The Recipient acknowledges and agrees that:

- (a) By accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM.
- (b) The Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.
- (c) The Recipient agrees to indemnify and save harmless FCM and its directors, officers, agents, servants and employees from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter suffered or incurred by FCM and its directors, officers, agents, servants and employees as a result of or arising directly or indirectly out of or in connection with: (i) the Project; (ii) any act of, or failure to act by, the Recipient or its directors, officers, agents, servants or employees; (iii) any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; (iv) any breach or non-performance by the Recipient of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and (v) any breach or alleged breach by the Recipient of the intellectual property rights of any person, and, without limiting the generality of the foregoing, FCM shall not be liable for any bodily injury, death or property damage of any person or any claim against the Recipient or its directors, officers, agents, servants or employees by which FCM may be made or attempted to be made a party and any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient or its directors, officers, agents, servants or employees arising out of or in any way related to this Agreement or the Project.
- (d) The Recipient shall be solely and fully responsible for the Project or any element thereof. FCM shall not be responsible in any way whatsoever for the Project or any element thereof. The Recipient acknowledges and agrees that it shall be responsible for all acts of its directors, officers, agents, servants and employees and that all such acts shall be treated as acts of the Recipient for the purposes of this Agreement.

## **Section 7.03      FCM's Limited Liability.**

FCM has executed this Agreement solely in its capacity as Trustee of the GMF and not in its own capacity. Accordingly, recourse with respect to any liability or obligation of FCM in connection with this



Agreement shall be limited only to the property and assets of the GMF and neither FCM nor any director, officer, agent, servant or employee thereof shall have any personal liability therefor.

**Section 7.04 Further Assurances.**

The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to this Agreement or to make any recording, file any notice or obtain any consent.

**Section 7.05 Amendment.**

Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by both parties.

**Section 7.06 Choice of Language.**

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

**Section 7.07 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**Section 7.08 Choice of Forum.**

The parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be a Court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

**Section 7.09 Effectiveness.**

This Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until this Agreement has been terminated in accordance with Section 2.04 or Section 6.02, whichever shall first occur.

**Section 7.10 Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of FCM.

**Section 7.11 Severability.**

In the event that any part of a provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall, by the adjudicating body, be applied to the fullest extent possible and shall be read-down only to the extent absolutely necessary to comply with applicable law. If any provision(s) of this Agreement is (are) held to be invalid, unenforceable, or void, such provision(s) shall be severed from the rest of the Agreement. The fact that part of a provision(s) or an entire provision(s) has (have)

been held to be invalid, unenforceable, or void such determination shall not affect the validity and enforceability of any other remaining provisions.

**Section 7.12      Waiver of Rights.**

Except as expressly provided in this Agreement, any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**Section 7.13      Entire Agreement.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.

**Section 7.14      Audit.**

FCM reserves the right, at its own expense, to audit compliance by the Recipient with this Agreement at any time.

**Section 7.15      Counterparts.**

This Agreement may be executed in two counterparts and, in such case, each such counterpart shall be deemed an original, but both of which together shall constitute one and the same agreement.

**ARTICLE 8  
SURVIVAL**

**Section 8.01      Survival.**

The provisions of Section 5.01 pertaining to copyright and communication, Article 7, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.**

**THE CORPORATION OF THE CITY OF LONDON**

per: \_\_\_\_\_  
Mr. Matt Brown  
Mayor

date: \_\_\_\_\_

per: \_\_\_\_\_  
Ms. Catharine Saunders  
City Clerk

date: \_\_\_\_\_

*We have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,  
as Trustee of the Green Municipal Fund**

per: \_\_\_\_\_  
Mr. Geoffrey Waters  
Senior Manager, Funding Services

date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## SCHEDULE A

### Part 1: Description of the Project

The City of London, in partnership with the Cities of Kingston, Kitchener, and Waterloo will conduct a study to determine the technical, financial and policy feasibility of net-zero energy-smart community developments.

Cities across Canada are looking for developers and builders to design and construct in more sustainable ways, yet this is a complex process for municipalities and developers alike. Net-zero community developments are more practical than they have ever been, but developers receive little incentive from municipalities for undertaking these initiatives, which often involve technical and financial complexities that can cause delays with municipal approvals processes, and which thus become dis-incentives against pursuing more sustainable construction. As a feasibility study, this project will explore issues that are technological, financial, and policy related. This study will identify challenges and opportunities, it will describe their context, and put forward strategies for their mitigation that are case sensitive.

Specifically, this study will look at different technologies used in advanced energy-efficient buildings, and will assess which are feasible for widespread use today, what types of projects each technology is best suited for, and what technologies can best be used to help each of several building types to achieve net-zero energy performance. This study will also consider different funding and incentive models that can be used to offset the costs of including advanced technologies that will help attain net-zero energy on the community scale. Finally, this initiative will involve shadow-permitting discussions, where each participating municipality will contribute their understanding of what would be required in order for them to issue construction approvals for the projects they are studying. These discussions will be used to identify policy challenges and, as much as possible, proactive means by which those challenges may be resolved. The final report will include technical pre-designs, financial metrics and feasibility considerations for each of the eight sites, and municipal support tools and incentives to support their implementation.

The greatest strength in this project is the partnership having multiple cities with two complimentary sites each, representing a variety of land types municipalities see in their projects: small and large (7 to 150 acres), a variety of uses, greenfield, brownfield, re-urbanization, and downtown infill. The project benefits from having a greatly increased pool of experience and resources within the project team, and the diversity of the project sites will greatly expand the impact of the results of this study. The pool of case studies that will be developed will be generally representative of most of the development scenarios that municipalities will typically experience, and will therefore provide a highly transferable and repeatable set of results. This study has potential to enable municipalities to catalytically transform the way development is done across Canada, by effectively enabling builders and developers to construct net-zero energy communities.

The Cities of London, Kingston, Kitchener, and Waterloo each have distinct but complimentary energy objectives that will benefit from this collaborative project. Specifically, the City of London is guided through its "London Plan" and "Community Energy Action Plan", Kingston with its "Kingston Climate Action Plan", and Kitchener and Waterloo with the "Climate Action Plan for Waterloo Region". This project is tied to the West 5 project in London, which is presently being watched globally as the first example of a fully integrated net-zero community.

## SCHEDULE A

### Part 2: Description of Budgeted Project Costs

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

<b>WORK PLAN AND BUDGET</b>					
Phases	Start date:	End date:	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
<b>Phase 1: Develop evaluation framework</b>	01/09/2016	01/01/2017			
Summarize technical description of each site			\$2,000	\$0	<b>\$2,000</b>
Define feasibility objectives clearly: set target IRR for net-zero designs			\$3,000	\$0	<b>\$3,000</b>
Define social / non-technical criteria which will be evaluated			\$3,000	\$0	<b>\$3,000</b>
Resource Gathering for year one (focus on London and Kingston)			\$5,000	\$0	<b>\$5,000</b>
Resource Gathering for year two (focus on Kitchener-Waterloo)			\$3,000	\$0	<b>\$3,000</b>
<b>Phase 1 Subtotal</b>					<b>\$16,000</b>
<b>Phase 2: Conduct study</b>	01/09/2016	01/06/2017			
For year 1, the following study activities will focus on the London and Kingston sites:			\$0	\$0	<b>\$0</b>
Compare/contrast each pilot community for net-zero energy opportunities			\$5,000	\$0	<b>\$5,000</b>
Identify technical barriers to net-zero design			\$5,000	\$0	<b>\$5,000</b>
Optimize net-zero designs for each community (conservation & generation)			\$15,000	\$0	<b>\$15,000</b>
Identify policy barriers			\$5,000	\$0	<b>\$5,000</b>
Identify other municipalities who have addressed each policy barrier: optimize policy regime			\$5,000	\$0	<b>\$5,000</b>
Identify financial barriers: perform cost analyses on net-zero energy features			\$5,000	\$0	<b>\$5,000</b>
Identify municipal (or other) financial incentives/enablers tools from other jurisdictions			\$4,000	\$0	<b>\$4,000</b>
Optimize financial incentives/enablers tools for max. effectiveness at min. cost to City			\$5,000	\$0	<b>\$5,000</b>
<b>Phase 2 Subtotal</b>					<b>\$49,000</b>
<b>Phase 3: Evaluate and make recommendations</b>	01/06/2017	01/08/2017			
Discuss technical barriers to each pilot site			\$5,000	\$0	<b>\$5,000</b>
Discuss financial barriers to each pilot site			\$5,000	\$0	<b>\$5,000</b>
Discuss incentives/enablers by other municipalities			\$2,500	\$0	<b>\$2,500</b>
Optimize policy tools/enablers/incentives			\$2,500	\$0	<b>\$2,500</b>
<b>Phase 3 Subtotal</b>					<b>\$15,000</b>
<b>Phase 4: Reporting</b>	01/07/2017	01/09/2017			
Summarize technical pre-designs for each site			\$2,000	\$0	<b>\$2,000</b>
Summarize financial metrics for each site			\$2,000	\$0	<b>\$2,000</b>

Report on feasibility considerations for each site			\$2,000	\$0	\$2,000
Report on municipal support tools / incentives / enablers			\$2,000	\$0	\$2,000
Present to municipal councils for approval			\$2,000	\$0	\$2,000
<b>Phase 4 Subtotal</b>					<b>\$10,000</b>
<b>Phase 5: Expand and Refine Study</b>	01/10/2017	01/06/2018			
For year 2, the following study activities will focus on the Kitchener and Waterloo sites:			\$0	\$0	\$0
Compare/contrast each pilot community for net-zero energy opportunities			\$2,500	\$0	\$2,500
Identify technical barriers to net-zero design			\$5,000	\$0	\$5,000
Optimize net-zero designs for each community (conservation & generation)			\$15,000	\$0	\$15,000
Identify policy barriers			\$5,000	\$0	\$5,000
Identify other municipalities who have addressed each policy barrier: optimize policy regime			\$5,000	\$0	\$5,000
Identify financial barriers: perform cost analyses on net-zero energy features			\$5,000	\$0	\$5,000
Identify municipal (or other) financial incentives/enablers tools from other jurisdictions			\$2,500	\$0	\$2,500
Optimize financial incentives/enablers tools for max. effectiveness at min. cost to City			\$5,000	\$0	\$5,000
<b>Phase 5 Subtotal</b>					<b>\$45,000</b>
<b>Phase 6: Update and Finalize Reporting</b>	01/06/2018	01/09/2018			
Expanding the work from Yr1, now integrating results from Kitchener-Waterloo sites:			\$0	\$0	\$0
Discuss technical barriers to each pilot site			\$5,000	\$0	\$5,000
Discuss financial barriers to each pilot site			\$5,000	\$0	\$5,000
Discuss incentives/enablers by other municipalities			\$2,500	\$0	\$2,500
Optimize policy tools/enablers/incentives			\$2,500	\$0	\$2,500
Summarize technical pre-designs for each site			\$2,000	\$0	\$2,000
Summarize financial metrics for each site			\$2,000	\$0	\$2,000
Report on feasibility considerations for each site			\$2,000	\$0	\$2,000
Report on municipal support tools / incentives / enablers			\$2,000	\$0	\$2,000
Present to municipal councils			\$2,000	\$0	\$2,000
<b>Phase 6 Subtotal</b>					<b>\$25,000</b>
<b>Subtotal - Cash costs:</b>			\$160,000	\$0	\$160,000
<b>In-kind costs (Lead applicant - staff time)</b>			\$16,000	\$0	\$16,000
<b>In-kind costs (Other)</b>			n/a	\$0	\$0
<b>Total Costs</b>			<b>\$176,000</b>	<b>\$0</b>	<b>\$176,000</b>

<b>Total Eligible Costs</b>	<b>\$176,000</b>
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**Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.**  
Yes, as indicated above. With the Smart Hybrid DC-AC Micro-grid still in development in a few locations

around the world, standards, hardware and software exist but with limited availability and flexibility. It will likely be necessary to fill in some gaps by engagement with the providers of some of these solutions in order to develop the necessary components.

1. The expenditures claimed are subject to audit by FCM. The amounts contributed by the GMF may vary as a consequence.
2. The following criteria were developed to help FCM determine whether to accept an application by the Recipient to have an in-kind contribution on account of salaries, fees or remuneration included as an Eligible Cost. The value of the Project's total in-kind contributions on account of salaries, fees or remuneration cannot exceed **10% of the sub-total Eligible Costs** (Note: the value of such accepted in-kind contributions shall be included in determining the value of the total Eligible Costs).

#### **Eligible and Ineligible Costs for Feasibility Studies**

##### **Expenses that are eligible for partial reimbursement must be:**

1. invoiced directly to the Recipient. Any invoices that are not invoiced directly to the Recipient will not be reimbursed.
2. incurred after **June 30, 2016** (except for consulting services costs to prepare the application, which are eligible for reimbursement if incurred after April 1, 2016).
3. an integral and an essential component of the initiative and required to help achieve the environmental objective of the initiative.
4. actually and reasonably incurred in accordance with applicable industry standards.
5. submitted in the format described in the Evidence of Incurred Costs clause (Article 2). If the Recipient is submitting a Claim Summary With Supporting Documentation, it must be accompanied by backup documentation (i.e. invoices) if the expense is \$1,000 or more. Please also include invoices from subcontractors of \$1,000 or more, that are included in the submitted contractor invoices. The backup documentation must equal at least 50 per cent of the total eligible costs claimed (excluding in-kind). **The Recipient must keep all invoices, receipts and back-up documents for seven (7) years after the Final Grant Contribution Date.**

Cost Category	Eligible Costs	Ineligible Costs
<b>Section A: Costs incurred prior to date application received by FCM</b>		
<b>Pre-application</b>	Consulting costs to write the GMF application incurred up to 90 days prior to application receipt date.	All other costs incurred prior to application receipt date.
<b>Section B: Costs incurred after date application received by FCM</b>		
<b>Administrative</b>	Administrative costs that are directly linked to and have been incurred for the study, such as: <ul style="list-style-type: none"> <li>• communication costs (e.g. long-distance calls or faxes)</li> <li>• permits or certifications required for the study</li> <li>• printing or photocopying by outside suppliers</li> <li>• acquisition of documents used exclusively for the study</li> <li>• document translation</li> </ul>	Office space, supplies and general overhead costs incurred in the ordinary course of business.
<b>Advertising</b>	Advertising costs essential to communicating the study to the public, as well as study evaluation, such as: <ul style="list-style-type: none"> <li>• fees for advertising development</li> <li>• fees for media distribution</li> <li>• website development</li> <li>• public surveys</li> </ul>	Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the study.  Promotional items.
<b>Audit</b>	The cost of a financial audit if required by FCM.	
<b>Equipment rental</b>	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.
<b>Meetings and public gatherings</b>	Costs related to meetings and public gatherings that communicate the study to the public and that collect feedback, such as: <ul style="list-style-type: none"> <li>• facility rental</li> <li>• audiovisual equipment</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>• food and drink</li> <li>• alcohol</li> <li>• door prizes</li> <li>• entertainment</li> <li>• music</li> <li>• decorations</li> <li>• flowers, centerpieces</li> </ul>
<b>Services</b>	Fees for professional or technical consultants and contractors.	Costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind."  Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the



<b>Cost Category</b>	<b>Eligible Costs</b>	<b>Ineligible Costs</b>
		Government of Canada.
<b>Supplies and materials</b>	Supplies and materials that are specifically needed to undertake the study.	Costs related to ongoing or other business activities and not a specific requirement of the study.
<b>Transportation, shipping and courier charges</b>	Transportation costs for delivery of materials and services essential for the study.	Any transportation expense related to ongoing or other business activities.
<b>Travel and accommodation</b>	Travel and associated expenses for you and for consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent the such travel is necessary to conduct the study.	Travel and associated expenses of a partner in the study.  Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
<b>Taxes</b>	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (federal, territorial or provincial).
<b>In-kind</b>	Contribution of staff time by your organization's employees (including permanent and contract employees). The value of the total in-kind contributions for staff salaries or other remuneration cannot exceed 10% of the other eligible costs.  To claim this type of in-kind contribution, you will have to submit a letter from an authorized officer within your organization confirming the details of the in kind contribution.	In-kind contribution of goods and services other than salaries.  In-kind contribution made by anyone other than your organization.  In-kind contribution by your organization above 10% of eligible costs.

**SCHEDULE A**

**Part 3: Particulars of the Sources of Funding**

The funding for the Project is planned as:

<b>SOURCES OF FUNDING</b>				
<b>Funding Source</b>	<b>Description</b>	<b>Date Confirmed</b>	<b>Amount</b>	<b>Percentage of Total Budget</b>
<b>Green Municipal Fund</b>	Grant	December 8, 2016	\$88,000	50%
<b>City of London</b>	Cash	June 22, 2016	\$18,000	10%
<b>City of London</b>	In-kind	To be confirmed.	\$16,000	10%
<b>City of Kingston</b>	Cash	June 16, 2016	\$18,000	10%
<b>City of Kitchener</b>	Cash	June 17, 2016	\$18,000	10%
<b>City of Waterloo</b>	Cash	July 4, 2016	\$18,000	10%
<b>Total Funding:</b>			<b>\$176,000</b>	<b>100%</b>

<b>Budget Total Costs</b>	<b>\$176,000</b>
<b>Budget Total Eligible Costs</b>	<b>\$176,000</b>

**SCHEDULE B**

**Form of Request for Contribution**

**[LETTERHEAD OF THE RECIPIENT]**

**[Address]**


**[Date]**

Federation of Canadian Municipalities  
 24 Clarence Street  
 Ottawa, Ontario  
 K1N 5P3


Attention: Ms. Nathalie Lapointe  
 Project Officer - Contracts

Ladies and Gentlemen:

**Re: Green Municipal Fund – no. 15143 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the City of London (“Recipient”) (the “Agreement”)**

<b>First Contribution</b>	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Recipient certify and confirm that the Recipient is requesting the First Contribution and that the Recipient has satisfied each condition of contribution listed in this table.</p> <p><b>A check mark has been placed to the left of each row to demonstrate that the Recipient has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	The Recipient would like to receive the First Contribution on <span style="background-color: cyan; border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> <b>[Instruction: insert date]</b> .
<input type="checkbox"/>	<p>The Recipient would like the First Contribution to be disbursed to the following account:</p> <p style="margin-left: 40px;">Name of Bank:                      Address of Bank:                      Telephone no. of Bank: <b>XXX-XXX-XXXX</b>                      Bank no.: <b>XXX [3 Digits]</b>                      Transit no.: <b>XXXXX [5 Digits]</b>                      to the credit of Recipient's Account no.:</p>
<input type="checkbox"/>	The CRA Business Number (BN) of the Recipient is <span style="background-color: cyan; border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> (FCM is collecting the BN as required by the Charity Directorate of Revenue Canada).
<input type="checkbox"/>	The Project conforms to the Project description set out in Part 1 of Schedule A of the

	Agreement.
<input type="checkbox"/>	The Recipient satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	I am attaching to this request for contribution (check all): <ul style="list-style-type: none"> <li><input type="checkbox"/> evidence of compliance with s. 2.06 of the Agreement (evidence of incurred costs).</li> <li><input type="checkbox"/> a Project Progress Report in the form of Schedule D, that FCM can post on its public website, which does not infringe a third party's copyright.</li> <li><input type="checkbox"/> a copy of the Authorizing By-law(s) as required by Article 5 of the Agreement.</li> <li><input type="checkbox"/> an updated Part 3 of Schedule A that lists the sources of funding for the Project.</li> <li><input type="checkbox"/> evidence that a municipality made a financial contribution to the Project in an amount equal or greater to 10% of the Eligible Costs.</li> <li><input type="checkbox"/> a copy of the Certificate of Incumbency and Authority in the form of Schedule C.</li> </ul>
<input type="checkbox"/>	The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Recipient to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the First Contribution Date with the same effect as though such representations and warranties have been made on and as of the First Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Recipient in the Agreement to be performed or complied with as of the First Contribution Date have been performed or complied with as of the First Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Recipient on the First Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the First Contribution Date, the Recipient will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	I agree that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
Signature: _____ Date: _____	

Final Contribution	
	<p>I, <b>[Instruction: insert the name of a person named in the certificate of incumbency and authority]</b>, the <b>[Instruction: insert the title]</b>, of the Recipient certify and confirm that the Recipient is requesting the Final Contribution and that the Recipient has satisfied each condition of contribution listed in this table.</p> <p><b>A check mark has been placed to the left of each row to demonstrate that the Recipient has met each condition, by providing the required confirmation, information or documentation.</b></p>
<input type="checkbox"/>	The Recipient would like to receive the Final Contribution on <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">[Instruction: insert date]</span> .
<input type="checkbox"/>	<p>The Recipient would like the Final Contribution to be disbursed to the following account:</p> <p>Name of Bank:  Address of Bank:  Telephone no. of Bank: <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">XXX-XXX-XXXX</span>  Bank no.: <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">XXX [3 Digits]</span>  Transit no.: <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">XXXXXX [5 Digits]</span>  to the credit of the Recipient's Account no.:</p>
<input type="checkbox"/>	The Project conforms to the Project description set out in Part 1 of Schedule A of the Agreement.
<input type="checkbox"/>	The Recipient satisfied the following additional conditions, imposed by the FCM board of directors: <b>No additional conditions imposed.</b>
<input type="checkbox"/>	The total costs (Eligible Costs plus other costs) of the Project for the period beginning _____ <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">[Instruction: insert actual project start date]</span> and ending on _____ <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">[Instruction: insert the date on which the Project was completed]</span> are _____ <span style="background-color: #00ffff; border: 1px solid black; padding: 2px;">[Instruction: insert dollar amount]</span> .
<input type="checkbox"/>	<p>I am attaching to this request for contribution (check all):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> evidence of compliance with s. 2.06 of the Agreement (evidence of incurred costs).</li> <li><input type="checkbox"/> an updated Part 3 of Schedule A that lists the sources of funding for the Project.</li> <li><input type="checkbox"/> a Project Completion Report in the form of Schedule E, that FCM can post on its public website, which does not infringe a third party's copyright.</li> <li><input type="checkbox"/> a copy of the Final Plan or Final Study, which is (check all): <ul style="list-style-type: none"> <li><input type="checkbox"/> labelled "Final"</li> <li><input type="checkbox"/> dated</li> <li><input type="checkbox"/> in Portable Document Format (PDF) with searchable text functionality</li> </ul> </li> </ul>

	<input type="checkbox"/> includes all attachments and appendices <input type="checkbox"/> includes the FCM and GoC funding acknowledgement described in s. 5.01(g) of the Agreement <input type="checkbox"/> includes evidence of municipal council approval
<input type="checkbox"/>	Certificate of Incumbency and Authority ( <b>pick one</b> ): <input type="checkbox"/> there are no changes to the Certificate of Incumbency and Authority in the form of Schedule C; or <input type="checkbox"/> I am attaching an updated Certificate of Incumbency and Authority in the form of Schedule C.
<input type="checkbox"/>	The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of the Province of Ontario and of Canada in order for the Recipient to enter into and comply with this Agreement and to undertake and complete the Project.
<input type="checkbox"/>	The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the Final Contribution Date with the same effect as though such representations and warranties have been made on and as of the Final Contribution Date.
<input type="checkbox"/>	All covenants and other obligations of the Recipient in the Agreement to be performed or complied with as of the Final Contribution Date have been performed or complied with as of the Final Contribution Date.
<input type="checkbox"/>	No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
<input type="checkbox"/>	All of the conditions contained in Article 5 of the Agreement, to be performed or satisfied by the Recipient on the Final Contribution Date have been performed or satisfied.
<input type="checkbox"/>	If any confirmation, information or documentation provided with this table is not true and correct as of the Final Contribution Date, the Recipient will immediately notify FCM prior to the making of the payment by FCM.
<input type="checkbox"/>	I agree that all of the conditions listed in this table must be completed to the satisfaction of FCM and that all capitalized terms have the meaning attributed to them in the Agreement.
Signature: _____ Date: _____	

SCHEDULE C

Form of Certificate of Incumbency and Authority

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Ms. Nathalie Lapointe
Project Officer - Contracts

Ladies and Gentlemen:

Re: Green Municipal Fund – no. 15143 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the City of London (“Recipient”)

Certificate of Incumbency and Authority

I, the [XXXXXX] of the Recipient, with the authority of its municipal council, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Recipient that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Recipient a Request for Contribution provided for in the Agreement;
to sign the certificates provided for in the Agreement; and
to take, do, sign or execute in the name of the Recipient, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which you and the Recipient are parties:

Table with 4 columns: No., Name, Specimen Signature, Office. Contains two rows of placeholder data (XXXXXX) and signature lines.

Yours truly,

The Corporation of the City of London

per: [XXXX], Authorized Representative

I have authority to bind the Recipient herein.

## SCHEDULE D

### Form of Progress Report

**REQUIREMENT:** The timing of your submission of your Project Progress Report depends on whether you are receiving a single contribution or multiple contributions for your project. Please submit your Project Progress Report by e-mail to the GMF Project Officer.

- **Single contribution:** You are required to submit this report before the date that is half way between the date on which the Agreement was signed and the Project Completion Date indicated in the Agreement. For example, if the Agreement is signed on January 1, 2011, and the Project Completion Date indicated in the contract is January 1, 2013, you must submit this report before January 1, 2012. At the time when you request the single contribution, you will submit a Project Completion Report (see Schedule E).
- **Multiple contributions:** You are required to submit this report every time you request a contribution, **except** if you are requesting the Final Contribution. When you request the Final Contribution you will submit a Project Completion Report (see Schedule E) instead of a Project Progress Report.
- You are also required to submit this report any time that FCM requests that you submit a Project Progress Report.

**PURPOSE:** Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an interview with the Project lead.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.



**CONTENT OUTLINE:** Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this report from the GMF Project Officer.**

### **Project information**

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

### **Project status**

1. Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule A. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.
2. Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)? If so, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
3. When do you expect to complete the Project (month/year)? Is this the same date as the Project Completion Date indicated in Article 2 of the Agreement?

### **Lessons learned to date**

1. Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
2. What barriers have you encountered so far and what solutions have you implemented to address them?
3. If you were planning this type of Project again, what would you do differently, knowing what you know now?
4. Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
5. What advice would you give to someone in another community undertaking a similar project?

### **Photos and materials**

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

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1. Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering Project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:

- a) A caption describing what is featured in the photo.
- b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
- c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

## SCHEDULE E

### Form of Completion Report for Studies

Please do not hesitate to contact your project officer to receive an electronic copy of the template of the Completion Report for Studies.

**Upon completion of the Feasibility Study, a copy of the Final Study must be submitted along with this Completion Report for Studies.**

FCM will post your report on the [Green Municipal Fund™ \(GMF\) website](#).<sup>1</sup> This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies. Before you submit a report to FCM, make sure you hold the copyright for the report (you own all the rights to the content and can decide who is allowed to reproduce and distribute the report) and that it does not contain any confidential information.

If the report contains confidential information, you need to submit two versions: one containing confidential information, to be read by FCM staff, and one that does not contain confidential information, which can be posted on the GMF website. Please contact FCM if you have any questions about copyright and confidentiality.

### How to complete the Completion Report for Studies

The purpose of the Completion Report for Studies is simple: to share the story of your community's experience in undertaking a Feasibility Study with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report for Studies is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the Feasibility Study.

GMF grant recipients must enclose **final** copies of the Completion Report for Studies and the Final Study, both in electronic format, with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like “draft” or “for internal use only,” will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

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<sup>1</sup> <http://www.fcm.ca/home/programs/green-municipal-fund.htm>

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## Completion Report for Studies

<b>GMF number</b>	
<b>Name of lead applicant (municipality or other partner)</b>	
<b>Name, title, full address, phone, fax and e-mail address of lead technical contact for this study</b>	
<b>Date of the report</b>	

### 1. Introduction

- a. Who was involved in doing the Feasibility Study, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineers and other consultants, a representative from a non-governmental organization, and others.

### 2. The Feasibility Study

- a. Describe the process that you undertook to make this feasibility study a reality, from concept, to council approval, to RFP, to final deliverable.
- b. What were the objectives of the Feasibility Study (what was it seeking to determine)?
- c. What approach (or methodology) was used in the Feasibility Study to meet these objectives?
- d. Please describe any public consultations conducted as part of the Feasibility Study and their impact on the Study.

### 3. Feasibility Study Findings and Recommendations

- a. What were the environmental findings related to the options explored in the Feasibility Study? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- b. What were the financial findings related to the options explored in the Feasibility Study (for example, results of a cost-benefit analysis, financial savings identified, and so on)? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- c. Based on the environmental and financial findings above, what does the Feasibility Study recommend?

### 4. Lead Applicant's Next Steps

- a. Taking the Feasibility Study's recommendations into account, what next steps do you as the municipality plan to take? What potential benefits or internal municipal improvements would result from these next steps?

## 5. Lessons Learned

In answering the questions in this section, please consider all aspects of undertaking the Study — from the initial planning through each essential task until the Final Study was prepared.

- a. What would you recommend to other municipalities interested in doing a similar Feasibility Study? What would you do differently if you were to do this again?
- b. What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

## 6. Knowledge Sharing

- a. Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.
- b. In addition to the Feasibility Study results, has your Feasibility Study led to other activities that could be of interest to another municipality (for example, a new policy for sustainable community development, a series of model by-laws, the design of a new operating practice, a manual on public consultation or a measurement tool to assess progress in moving toward greater sustainability)? If so, please list these outcomes, and include copies of the relevant documents (or website links).

## SCHEDULE F

### Audit Requirements

**Recipient:** please consult Section 2.06 of the Agreement for instructions.

#### Part 1: Scope of Financial Audit

The scope of the Financial Audit must involve the following:

1. The Eligible Costs were incurred for the purposes set out in the Agreement in amounts that are reasonable and eligible for reimbursement according to the terms and conditions of the Agreement and are supported by proper documentation. **In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must: (a) qualify as “Eligible Costs” as defined in Part 2 of Schedule A to this Agreement and (b) have been incurred on or after June 30, 2016.**
2. The auditors must use the Form of Audit Report attached as Part 2 of this Schedule F.
3. The auditors must provide adjustments as required by Part 3 of this Schedule F.

## SCHEDULE F

### Audit Requirements

#### Part 2: Form of Audit Report

#### [LETTERHEAD OF RECIPIENT'S AUDITOR]

[Address]

[Date]

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Ms. Nathalie Lapointe  
Project Officer - Contracts

Ladies and Gentlemen:

#### Re: Green Municipal Fund – Project no. 15143

We have audited the statement of expenses of [Instruction: insert recipient's name] relating to GMF – no. 15143 (the “Statement of Expenses”) for the XXXX-month period [Instruction: Insert no. of months needed by the recipient to complete the project] from the XX day of XXXXX, 201X to the XX day of XXXXX, 201X prepared in accordance with the Grant Agreement between the Federation of Canadian Municipalities (“FCM”) as Trustee and The Corporation of the City of London (the “Municipality”) (the “Agreement”) for Green Municipal Fund – no. 15143 Municipal Tools for Catalyzing Net-Zero Energy Development. The Statement of Expenses is the responsibility of the management of The Corporation of the City of London. Our responsibility is to express an opinion on this Statement of Expenses based on our audit.

We conducted our audit in accordance with Canadian Generally Accepted Auditing Standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial information is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts in the Statement of Expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Statement of Expenses.

In our opinion, the Statement of Expenses presents fairly, in all material respects, the expenses of The Corporation of the City of London relating to GMF – no. 15143 for the XXXX-month period [Instruction: Insert no. of months needed by the recipient to complete the project] from the XX day of XXXXX, 201X to the XX day of XXXXX, 201X in accordance with the Agreement.

Yours truly,

[Signature of Chartered Accountant]

## SCHEDULE F

### Audit Requirements

#### Part 3: Form of Statement of Expenses

**Re: Green Municipal Fund – no. 15143 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the City of London (“Municipality”) (the “Agreement”)**

**Eligible Costs<sup>2</sup> for the period beginning June 30, 2016 and ending ~~XXXX XX, 201X~~**

	Claimed Amounts	Adjustments	Audited Amounts
Administrative			
Advertising			
Audit			
Equipment Rental			
Meetings and Public Gatherings			
Services			
Supplies and materials			
Transportation, Shipping and Courier Charges			
Travel and Accommodation			
Sub-total Eligible Costs			
In-Kind (maximum 10% of other Eligible Costs)			
<b>Total Eligible Costs</b>			

<sup>2</sup> In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must qualify as “Eligible Costs” as per Part 2 of Schedule A.