

Bill No. 486
2021

By-law No. A.- _____ - __

A by-law to approve the Contribution Agreement with Canada for the purpose of installing Electric Vehicle charging infrastructure owned by The Corporation of the City of London for use for Fleet vehicles; and to authorize the Mayor and City Clerk to act on behalf 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 Contribution Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and Her Majesty the Queen in right of Canada for the purpose of providing electric vehicle charging services for City of London fleet vehicles, this By-law, 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 October 26, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – October 26, 2021
Second reading – October 26, 2021
Third reading – October 26, 2021

DEPARTMENT OF NATURAL RESOURCES

CONTRIBUTIONS IN SUPPORT OF TRANSPORTATION AND ALTERNATIVE FUELS PROGRAM

ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM

NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

THE CORPORATION OF THE CITY OF LONDON, a municipal corporation, incorporated under the laws of Ontario (the "Proponent").

WHEREAS Canada wishes to encourage the adoption of the **ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM** (the "Program");

WHEREAS the Proponent has submitted to the Minister a Proposal for the funding of a Project called "**CORPORATE FLEET EV CHARGING INFRASTRUCTURE**" which qualifies for support under the Program;

WHEREAS Canada and the Proponent agree that in order for the Proponent to develop and implement the Project as described in Schedule A (Description of the Project), the Proponent will require financial assistance from Canada;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the Proponent agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this Agreement and the attached Schedules A, B, C, and D;

"**Claim Period**" means the period to which each payment claim pertains as set out in Schedule C (Reports), Section 1;

"**Contribution**" means the funding provided by the Minister under this Agreement;

"**Eligible Expenditures**" means any expenditures Incurred by the Proponent, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"**Eligible Expenditure Period**" means the period starting when this Agreement is signed to **March 31, 2023**;

"**Fiscal Year**" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"**Fixed Asset**" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"**Incurred**" means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is owing and due by the end of each Claim Period;

"**Incurred and Paid**" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Proponent has paid for;

"**Intellectual Property**" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"**Interest Rate**" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"**Minister**" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"**Party**" means either the Proponent or Canada;

"**Project**" means the Project described in Schedule A (Description of the Project);

"**Project Completion**" means the date on which the Proponent provides Canada with evidence, satisfactory to Canada, that the Project is complete and open to intended users together with the Project's activity report of the first week after the Project is open to its intended users;

"**Proposal**" means a written Proposal signed by the Proponent on **June 10, 2020** including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"**Total Government Funding**" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs; and,

"**Total Project Costs**" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from **May 3, 2021** to **March 31, 2023**.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project);
- b) Schedule B (Budget and Eligible Expenditures);
- c) Schedule C (Reports); and
- d) Schedule D (Certification of Eligible Expenditures Incurred and Paid).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Proponent represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement.

2.2 The Proponent represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Proponent represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Proponent represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

2.5 The Proponent represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

3. DURATION OF THE AGREEMENT

3.1 This Agreement comes into force when signed by the Parties.

3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:

a) the Project Completion; or

b) the date on which all amounts owed by the Proponent to the Minister under this Agreement have been paid in full.

3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:

- a) Article 8 (Accounts and Audits);
- b) Article 9 (Intellectual Property);
- c) Article 10 (Indemnity);
- d) Article 11 (Default);
- e) Article 13 (Reports); and
- f) Article 26 (Dispute Resolution).

4. CONDUCT OF PROJECT

4.1 The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.

4.2 The Proponent shall reach the Project Completion by **March 31, 2023**, unless terminated earlier pursuant to the provisions of this Agreement.

4.3 The Proponent shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Proponent agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Proponent that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Proponent agrees that:

a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;

b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Proponent will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and

c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:

- i) a list of all Aboriginal groups contacted;

- ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;
- iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Proponent has addressed or proposes to address those issues or concerns; and
- iv) any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

5.1 The Proponent represents and warrants that the Project is not a “designated project” nor a “project” according to the Canadian Environmental Assessment Act, 2012 or the Impact Assessment Act.

5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the Impact Assessment Act, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

a) In the case of a “designated project”:

i) the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii) the decision statement with respect to the “designated project” that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b) In the case of a “project”:

i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the Impact Assessment Act; or

ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood, that, in the event that the Project becomes a “designated project” or a “project” as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Proponent. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:

- a) Fifty percent (50%) of Total Project Costs incurred; and**
- b) One Hundred Thousand Dollars (\$100,000).**

6.2 The Fiscal Year allocations for the Contribution are as follows:

- 2021-2022 Five Thousand Dollars (\$5,000)**
- 2022-2023 Ninety-five Thousand Dollars (\$95,000)**

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before **April 30, 2023**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Proponent prior to or after the Eligible Expenditure Period.

6.5 If by the Project Completion, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Proponent has received exceeds **One Hundred percent (100%)** of the Total Project Costs incurred, the Minister may require the Proponent to reimburse such excess back to Canada.

6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada:	One Hundred Thousand Dollars (\$100,000)
Other Federal:	Zero Dollars (\$0)
Provincial:	Zero Dollars (\$0)
Territorial:	Zero Dollars (\$0)
Municipal:	One Hundred Twenty Eight Thousand Dollars (\$128,000)
Total Government Funding:	Two Hundred Twenty Eight Thousand Dollars (\$228,000)

The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

6.7 Within **sixty (60) days** after the Project Completion, the Proponent shall provide the Minister with a declaration as to the total amount of contributions or payments, including Total Government Funding, received by the Proponent.

7. METHOD OF PAYMENT

7.1 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have been received or the services have been rendered.

7.2 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have not been received or for which the services have not been rendered, provided that:

a) For equipment, materials, or products, or contracting services related to the purchase of equipment, materials, or products:

i) Any claim for an Eligible Expenditure greater than \$100,000, is supported by proper documentation, which includes, but is not limited to a signed contract, a payment schedule showing milestone payment due dates, and invoice(s) due by the Claim Period;

ii) Any claim for an Eligible Expenditure of up to \$100,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period;

b) For Eligible Expenditures that are not described in paragraph a) above:

i) Any claim for an Eligible Expenditure greater than \$50,000, is supported by proper documentation which includes, but is not limited to a signed contract or purchase order, showing payment due dates, and invoice(s) due by the Claim Period, and is subject to Canada's approval to reimburse the Eligible Expenditure before the goods or services pertaining to said Eligible Expenditure are received or rendered;

ii) Any claim for an Eligible Expenditure of up to \$50,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period.

For greater clarity, the amounts described herein include the total cost of the Eligible Expenditure, and not the amount of any individual invoice related to said Eligible Expenditure.

7.3 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment, as set out in Schedule C (Reports). All claims must be submitted no later than **thirty (30) days** after the end of each quarter ("Claim Period").

7.4 The Minister shall withhold **Ten percent (10%)** from each payment until the Proponent has:

a) completed the Project to the satisfaction of the Minister;

b) submitted a final report documenting the completion of the Project as set out in Schedule C (Reports) and the Minister has approved said report;

c) certified, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the Proponent has Incurred and Paid all claim for the payment of Eligible Expenditures of the Project; and

d) submitted and the Minister has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.

7.5 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Proponent in accordance with Article 24 (Notices), the Minister may approve in writing at his sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.6 Where for any reason the Minister determines that the amount of the Contribution disbursed exceeds the amount to which the Proponent is entitled or the Proponent is not entitled to the Contribution, the Proponent must repay to Canada no later than **thirty (30) days** from the date of the Minister's notice, the amount of the overpayment or the amount of the Contribution disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Canada is received. Any such amount is a debt due to Her Majesty the Queen in Right of Canada and is recoverable as such.

7.7 Without limiting the scope of the set-off rights provided for under the Financial Administration Act, it is understood that the Minister may set off against any amount that may be payable to the Proponent pursuant to this Agreement, any amounts owed and past due by the Proponent to Her Majesty the Queen in Right of Canada under any legislation or contribution agreements and the Proponent shall declare to the Minister all amounts outstanding in that respect when making any claim under this Agreement.

8. ACCOUNTS AND AUDITS

8.1 Prior to the Project Completion and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Proponent shall, at its own expense.

a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;

b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project ;

c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;

d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and

e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Schedule C (Reports).

8.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Proponent's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Proponent having contracts in excess of **Twenty percent (20%)** of the Contribution for the purposes of the Project. The Proponent will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Proponent's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property that arises in the course of the Project shall vest in the Proponent, or be licensed to the Proponent in the event that a Proponent's subcontractor retains title to such Intellectual Property.

9.2 The Proponent shall supply to Canada the reports and documents described in Schedule C (Reports), and the Proponent hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.

10. INDEMNITY

10.1 Neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

11. DEFAULT

11.1 The Minister may declare that an event of default has occurred if:

a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;

c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);

d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;

e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) and any such defect has not been cured by or remedied by the Proponent within **thirty (30) days** of written notice of such defect having been provided to the Proponent; or

f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.

11.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;

c) terminate this Agreement; and

d) direct the Proponent to repay all or part of the Contribution which has been paid to the Proponent, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 11.1(d). Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3 The fact that the Minister does not exercise a remedy that the Minister is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. ACCESS

12.1 Prior to the Project Completion and for **three (3) years** after the expiration of this Agreement, The Proponent shall provide the Minister or Minister's representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.

13. REPORTS

13.1 The Proponent shall submit Project reports satisfactory to the Minister in accordance with the provisions of Schedule C (Reports) or as otherwise requested by the Minister.

14. DISPOSITION OF ASSETS

14.1 If, prior to the Project Completion and for **three (3) years** thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.

15. SUBCONTRACTS

15.1 The Proponent shall not subcontract all or any part of the Project except as provided in the Proposal or as otherwise set forth below. The Proponent shall advise the Minister of any other new contract, not originally included in the Proposal, the Proponent enters into with a third party to undertake work on the Project where the estimate of the cost of the work to be performed exceeds **twenty percent (20%)** of the Contribution. The notice shall include a description of the extent and nature of the contracted work, the identity of the contractor, and the estimated cost of the contracted work. For greater certainty, for the purposes of this Article, there is no privity of contract between Canada and any of the Proponent's subcontractors; as such, the selection and amendment of any of the Proponent's subcontractors as may be listed in the Proposal is the sole responsibility of the Proponent and is not subject to the Minister's consent.

16. LEGAL RELATIONSHIP

16.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

16.2 The Proponent shall not make any representation that:

a) the Proponent is an agent of Canada; or

b) could reasonably lead any member of the public to believe that the Proponent or its contractors are agents of Canada.

17. ACKNOWLEDGEMENT

17.1 The Proponent shall acknowledge the financial support of Canada in all public information produced as part of the Project.

17.2 The Proponent will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

17.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a **three (3) weeks** prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

17.4 The Proponent acknowledges that the Proponent's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

18. TIME OF ESSENCE

18.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

19. MEMBERS OF PARLIAMENT

19.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

20. CONFLICT OF INTEREST

20.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

20.2 If any individual working for the Proponent formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Proponent is considered to be in a real, perceived, or potential conflict of interest situation.

20.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in Article 24 (Notices). Upon request, the Proponent shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict of interest situation.

20.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Proponent that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. FORCE MAJEURE

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a "force majeure event"). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

21.2 The performance of the obligation affected by a "force majeure event" as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than **thirty (30) days**, this Agreement may be terminated by Canada.

21.3 Should either Party claim the existence of a "force majeure event" as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a "force majeure event" shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

23. ASSIGNMENT

23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

24. NOTICES

24.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Paula Vieira
Executive Director
Fuel Diversification Division
Clean Fuels Branch
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone: 613-513-3789

E-mail: paula.vieira@canada.ca

To the Proponent:

Sneha Madur
Corporate Energy Management Engineer
The Corporation of the City of London
300 Dufferin Avenue
London, Ontario
Canada
N6A 4L9
Telephone: (519) 661-2489 Ext. 5695
E-mail: smadur@london.ca

24.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24.3 The Minister and the Proponent agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

25. AMENDMENTS

25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. DISPUTE RESOLUTION

26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. APPROPRIATION

27.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

27.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Proponent in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

28. LOBBYING ACT

28.1 The Proponent shall ensure that any person lobbying on behalf of the Proponent is registered pursuant to the Lobbying Act and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

29. SUCCESSORS AND ASSIGNS

29.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

30.1 This Agreement is drafted in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

30.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the Official Languages Act. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la Loi sur les langues officielles.

31. COUNTERPART SIGNATURE

31.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

32. SEVERABILITY

32.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

IN WITNESS THEREOF, this Agreement is duly executed on behalf of Her Majesty the Queen in Right of Canada by an officer duly authorized by the Minister of Natural Resources and on behalf of the Proponent, by an officer duly authorized on its behalf.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Date

Debbie Scharf
Director General
Clean Fuels Branch
Low Carbon Energy Sector

THE CORPORATION OF THE CITY OF LONDON

Date

Ed Holder
Mayor of London

Date

Catherine Saunders
City Clerk

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

DESCRIPTION OF THE PROJECT

1. Project Description

TITLE	Corporate Fleet EV Charging Infrastructure
OBJECTIVE	The objective of this Project is to support the deployment of infrastructure in public places, on-street, multi-unit residential buildings, workplace, as well as, strategic infrastructure projects for urban delivery and fleet applications.
DESCRIPTION	<p>The Proponent is installing 20 Level 2 chargers for their electric vehicle (EV) light-duty fleet in the City of London. The Proponent is committed to expand its EV infrastructure so as to provide the City’s fleet vehicles with greater access to EV charging. The current locations selected for this project are distributed across several of the City’s departments resulting in greater ease of corporate fleet EV movement.</p> <p>The project supports the City’s Green Fleet requirements and assists the City of London’s progress towards meeting its greenhouse gas emission targets.</p>
BENEFITS	<p><u>Benefits to Canada:</u></p> <ul style="list-style-type: none">• Encourage strategic deployment of the infrastructure network that supports lower carbon options in the transportation sector.• Encourage the use of electric and alternative fuel vehicles in Canada.• Supply and demand for lower carbon transportation options in Canada continues to grow in the transportation sector. <p><u>Benefits to Stakeholders:</u></p> <ul style="list-style-type: none">• Increase capacity to encourage awareness, availability and use of lower carbon transportation options such as alternative fuelled vehicles and fuels.• Encourage a clean economic growth and the creation of jobs by installing and managing infrastructure.• Encourage Canadian companies who have positioned themselves as leaders in the development and deployment of alternative fuels and clean technologies.

2. Tasks and Timelines

<u>Tasks</u>	<u>Timelines</u>
Task 1 – Engineering and design	January 2022
Task 2 – Permit acquisition	January 2022
Task 3 – Equipment procurement	April 2022
Task 4 – Construction	October 2022
Task 5 – Inspection as to completion and full operation of the infrastructure	January 2023
Task 6 – Project management and reporting	May 2023
Task 7 – Open to its intended users and activities have begun.	No later than March 31, 2023

3. Key Performance Indicators

- Number of infrastructure installed or built.
 - Infrastructure is operational and open to its intended users before **March 31, 2023**.
4. The Proponent must submit a written request to Canada to make an adjustment to station location. This request is subject to the approval in writing by Canada's representative identified in Article 24 (*Notices*).

SCHEDULE B

To the Agreement between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
And
THE CORPORATION OF THE CITY OF LONDON**

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (*Contributions Article*), Eligible Expenditures shall be approved in accordance with Treasury Board Guidelines associated with the execution of the various Activities as described in Schedule A (Description of the Project).

Approved Budget (\$)	2021-22	2022-23	TOTAL (\$)
The Program (NRCan Contribution)	\$ 5,000	\$ 95,000	\$ 100,000
ELIGIBLE EXPENDITURES			
Salaries and benefits	\$ 3,000	\$ 26,000	\$ 29,000
Professional services	\$ 7,000	\$ 60,000	\$ 67,000
Reasonable travel costs, including transportation, meals and accommodation	\$ -	\$ -	\$ -
Capital expenses, including informatics and other equipment or infrastructure	\$ 10,000	\$ 100,000	\$ 110,000
Rental fees or leasing costs	\$ -	\$ -	\$ -
License fees and permits	\$ -	\$ -	\$ -
Costs associated with Environmental Assessments	\$ -	\$ -	\$ -
Overhead Expenses	\$ 2,000	\$ 20,000	\$ 22,000
Total per fiscal year:	\$ 22,000	\$ 206,000	
Total Eligible Expenditures			\$ 228,000
INELIGIBLE COSTS			
INELIGIBLE EXPENDITURES			
	\$ -	\$ -	\$ -
Total Ineligible Expenditures			\$ -
IN-KIND COSTS			
	\$ -	\$ -	\$ -
Total In-Kind Costs			\$ -
Total Ineligible Costs			\$ -
TOTAL PROJECT COSTS			\$ 228,000

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
The Program	44%	100,000	N/A	100,000
The Proponent	56%	128,000	0	128,000
TOTAL	100%	\$228,000	\$0	\$228,000

NOTE: the following limitations apply to the approved budget above:

- 1) In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and the Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- 2) In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however, they are not eligible for reimbursement.
- 3) The Proponent will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at:
<http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
- 4) Overhead expenses shall be directly related to the Project and are limited to fifteen percent (15%) of total Eligible Expenditures.

2. Eligible Expenditures:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
- Reasonable travel costs, including transportation, meals and accommodation;
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenses directly related to the Project will be considered to a maximum of fifteen percent (15%) of Eligible Expenditures.

3. Non-Eligible Expenditures:

- In-kind;
- Land costs;
- Legal costs; and
- Costs incurred outside the Eligible Expenditure Period.

4. Notwithstanding Article 25 (*Amendments*), provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to **twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

The Proponent must submit a written request to Canada to make an adjustment greater than **twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (*Notices*).

SCHEDULE C

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

REPORTS

1. Payment Claims:

The Proponent shall provide the following documentation in accordance with the frequency set out below:

Claim period:	Due no later than:
From the date of signature of the Agreement by Canada to June 30, 2021.	July 31, 2021
From July 1, 2021 to September 30, 2021.	October 30, 2021
From October 1, 2021 to December 31, 2021.	January 29, 2022
From January 1, 2022 to March 31, 2022.	April 30, 2022
From April 1, 2022 to June 30, 2022	July 31, 2022
From July 1, 2022 to September 30, 2022.	October 30, 2022
From October 1, 2022 to December 31, 2022.	January 31, 2023
From January 1, 2023 to March 31, 2023.	April 30, 2023

- i. a financial report signed by the Chief Financial Officer or Duly Authorized Officer of the Proponent which outlines Eligible Expenditures Incurred by nature of cost;
- ii. an employees' time summary sheet when claiming salary and benefits. On this summary sheet, the Proponent must detail the number of hours, rate per hour and total amount for each task in this Agreement for each employee (or category of employees) and be certified by the Chief Financial Officer or Duly Authorized Officer of the Proponent;
- iii. a detailed report of all travel including a breakdown of all transportation (e.g. airline costs, train costs, taxis), accommodation, travel times, per diem meal amounts, and any other travel costs;
- iv. an updated Project quarterly cash flow statement and budget;
- v. a written summary report on the progress achieved in the task(s) which will demonstrate the outcomes achieved in the reporting period; this report must identify any delays, issues or risks and details of mitigation plans regarding these issues; and
- vi. any permit issued during the reporting period.

Subject to the terms and conditions of this Agreement, if the Proponent cannot submit a claim for payment on or before **March 31** of a Fiscal Year, the Proponent shall **no later than April 5** provide the Minister with a signed statement of anticipated Eligible Expenditures Incurred **up to March 31**, in order for the Minister to establish a Payable at Year-End.

2. Final Reports (Financial and Progress/Technical):

The Proponent shall submit, **no later than sixty (60) days (May 31, 2023) after Project Completion:**

- i. a financial report that shall demonstrate how the Contribution was spent, including the receipt of goods and/or services being funded by Canada;
- ii. a Project's activity report of the first week after the Project is open its intended users;
- iii. a final narrative report to describe how its activities have contributed to the achievement of the objectives, the benefits and the key performance indicators of the Project as described in Schedule A (Description of the Project), including the results of the Project in comparison to the original outputs and work plan;

- iv. a certification, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent.

SCHEDULE D

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

CERTIFICATION OF ELIGIBLE EXPENDITURES INCURRED AND PAID

1. Pursuant to Article 7 (*Method of Payment*) of this Agreement, the Proponent must submit, no later than **May 31, 2023**, the following certification in writing on company letterhead and signed by the duly authorized officer as follows.

“All claims for payment submitted to Canada for the reimbursement of Eligible Expenditures of the Project have been Incurred and Paid by The Corporation of The City of London (“the Proponent”) as of the date of this certification by the undersigned and all supporting documents to this effect have been kept in our records and will be made available to the Minister upon request.”

In accordance with Article 6 (Contributions), the Proponent, as of the date of this certification by the undersigned has reported all contributions and payments, including Total Government Funding, received by the Proponent.

“I _____ an officer of The Corporation of The City of London, duly authorized on behalf of the Proponent hereby represent and warrant that the above noted declarations are true and accurate. I understand that if, in the opinion of the Minister, there has been a misrepresentation or a breach of this warranty, the Minister could place the Proponent in default of the terms, conditions or obligations of the Agreement, and may exercise the Minister’s right to terminate this Agreement, and direct the Proponent to repay forthwith all or any part of the monies paid by Canada pursuant to this Agreement.”

Date: _____

Signature: _____

Title: _____