



## The Corporation of the City of Temiskaming Shores

### Agenda Addendum

Meeting Date: **Tuesday, October 17, 2023**

Meeting Location: **City Hall (325 Farr Drive)**

Meeting Time: **6:00 p.m.**

The following item(s) is deemed time sensitive and is proposed to be added and/or deleted from the Agenda for the above noted meeting, and being circulated prior to the meeting in an effort to provide advance public notice.

### Items

#### Addition(s):

#### **Under Section 10– Correspondence, add:**

Item q) Federation of Canadian Municipalities (FCM) – Green Energy Fund

**Re:** Successful Funding Application up to \$160,000, to Establish a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores

**Reference:** Funding Agreement presented under Section 15 – By-laws

#### **Under Section 15 – By-laws, add By-law No. 2023-113 for first, second, third and final reading:**

By-law No. 2023-113 Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF), to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores

Deletion(s):

**Under Section 18 – Closed Session remove:**

- a) the adoption of the September 19, 2023 and the October 3, 2023 Closed Session Minutes; and
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations - Collective Agreement Negotiations

Issued by:



Time: **2:45 p.m.**

Date: **October 16, 2023**

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Logan Belanger, Clerk



August 23, 2023

**President / Président**

Scott Pearce

Mayor

Township of Gore, QC

Maire

Municipalité du Canton de Gore (Qc)

**First Vice-President / Premier vice-président**

Geoff Stewart

Deputy Mayor

Municipality of the County of Colchester, NS

Maire suppléant

Municipalité du Canton de Colchester (N.-É.)

**Second Vice-President / Deuxième vice-présidente**

Rebecca Bligh

Councillor

City of Vancouver, BC

Conseillère municipale Ville de Vancouver (C.-B.)

**Third Vice-President / Troisième vice-président**

Tim Tierney

Councillor

City of Ottawa, ON

Conseiller municipal Ville d'Ottawa (Ont.)

**Past President / Présidente sortante**

Taneen Rudyk

Councillor

Town of Vegreville, AB

Conseillère municipale Ville de Vegreville (Alb.)

**Chief Executive Officer / Cheffe de la direction**

Carole Saab

Ottawa, ON

24, rue Clarence Street  
Ottawa, Ontario, K1N 5P3

T, 613-241-5221

fcm.ca

His Worship Mayor Jeff Laferriere and Members of Council  
City of Temiskamming Shores  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Project Title:** Establishing a Roadmap to Net Zero Emissions for Eight Municipal Buildings in the Town of Temiskaming Shores, Ontario  
**Application Number:** CBR-23-0048

Dear Mayor Jeff Laferriere and Members of Council:

On behalf of the Green Municipal Fund (GMF) Council and FCM's Executive Committee, I would like to congratulate the City of Temiskamming Shores on its successful funding application for the above-noted initiative.

It is my pleasure to confirm that the City of Temiskamming Shores has been approved for a grant in the amount of up to \$160,000.

In the near future, Christian Karanga will contact the City of Temiskamming Shores to finalize the agreement for this funding. FCM's obligation to fund the above-noted initiative will only become binding once the agreement is signed.

FCM, in partnership with the Government of Canada, oversees public announcements regarding GMF-supported initiatives. Until our media relations team ([media@fcm.ca](mailto:media@fcm.ca)) contacts the lead applicant or municipality to facilitate a media announcement, discussion of the application or the funding must remain private, except if reporting to municipal council. We kindly ask you to refrain from statements or any public form of communication related to the status of the application or funding until a media announcement led by FCM and the Government of Canada is complete.

.../2



Thank you for your interest in GMF. We look forward to working with you to improve the quality of life in your community, and to sharing the results of your initiative with communities across Canada.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan De Sousa". The signature is fluid and cursive, with the first name "Alan" being more prominent than the last name "De Sousa".

Alan De Sousa  
Chair, Green Municipal Fund Council

ADS/CK:aj

cc: Abbigail Shillinglaw

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2023-113**

#### **Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, 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** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

**Whereas** Council reviewed correspondence at the October 17, 2023 Regular Meeting, from the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF), congratulating the City of Temiskaming Shores on its successful funding application to establish a roadmap to net zero emissions for eight municipal buildings within the City; and

**Whereas** the reference for the FCM Correspondence was a By-law to enter into a funding agreement with the Federation of Canadian Municipalities (FCM), as a trustee of the Green Municipal Fund (GMF) in the upset amount of \$160,000, to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores, will be presented for Council consideration at the October 17, 2023 Regular meeting; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with the Federation of Canadian Municipalities.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute a funding agreement with the Federation of Canadian Municipalities (FCM), acting as a trustee of the Green Municipal Fund (GMF), in the upset amount of \$160,000, to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores, as attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical,

semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of October, 2023.

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Mayor

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Clerk



Schedule “A” to

**By-law No. 2023-113**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Federation of Canadian Municipalities (FCM)**

A funding agreement under the Green Municipal Fund (GMF) to establish a roadmap to net zero emissions for eight municipal buildings in the City of Temiskaming Shores



**GREEN MUNICIPAL FUND GRANT AGREEMENT  
 CBR-23-0048**

This Grant Agreement is hereby made and entered into

**BETWEEN:**

**FEDERATION OF CANADIAN MUNICIPALITIES**, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund (“**GMF**”), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

(“**FCM**”)

and

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**, a Ontario corporation and having a place of business at 325 Farr Dr, Haileybury, ON P0J 1K0.

(“**Recipient**”)

FCM and the Recipient shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties (“**Agreement**”) and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (“**Effective Date**”) and shall end on August 21, 2026 (“**Term**”) unless earlier terminated in accordance with the provisions of the Agreement.

**The following Schedules are attached and incorporated in the Agreement by reference:**

- |  |  |
|--|--|
| Schedule A – General Terms and Conditions        | Schedule C – Recipient’s Specific Terms and Conditions |
| Schedule B – Eligible and Ineligible Costs Table | Schedule D – Request for Contribution Template         |
|  | Schedule E – Project Progress Report Template          |
|  | Schedule F – Project Completion Report Template        |

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

**FEDERATION OF CANADIAN MUNICIPALITIES**

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Per: \_\_\_\_\_  
 Catherine Gardner, Director, Client and Funding Services Green Municipal Fund

Per: \_\_\_\_\_  
 Jeff Laferriere,  
 Mayor

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

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



**SCHEDULE A - GENERAL TERMS AND CONDITIONS****1. DEFINITIONS**

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

“**Advanced Contribution**” means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

“**Confidential Information**” has the meaning ascribed thereto in Section 8.3 of this Schedule A;

“**Contribution**” means each individual disbursement of the Grant Amount, as set forth in Schedule C;

“**Eligible Costs**” means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

“**Expense Claim**” means the expense claim in the form of the Project Workbook;

“**FCM’s Accessibility Guidelines**” means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

“**Final Contribution**” means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

“**Final Deliverable**” means a confirmation that the building monitoring and analysis system has been established, the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the existing building commissioning, study or the pilot project, as applicable, as described in Schedule C;

“**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;

“**Material Change**” means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

“**Project**” means the plan, building monitoring and analysis project, existing building commissioning, feasibility study or pilot project, as applicable, as described in Schedule C;

“**Project Workbook**” means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

“**Request for Contribution**” means the request for Contribution, in the form of Schedule D.

**2. GRANT**

2.1 Grant Purpose - FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project (“**Grant**”).

- 2.2 Grant Amount - Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the “**Grant Amount**”), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (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, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.
- 2.3 Grant Expiration Date - In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.
- 2.4 Grant Disbursement - FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM’s conditions, to FCM’s satisfaction.
- 2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM’s sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM’s Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any 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 or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.
- 3. OBLIGATIONS OF THE RECIPIENT**
- Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.
- 4. ELIGIBLE COSTS**
- Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.
- 5. RECORD-KEEPING and AUDIT**
- 5.1 Record-keeping - The Recipient shall: (i) 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; and (ii) **safekeep all such records for at least seven (7) years after the end of the Term.**

- 5.2 **Audit** – The Recipient shall: (i) 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; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

## 6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i)a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) 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 the Agreement or the Project or any of the Recipient’s other obligations that are material to the Recipient; (iv) 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 the Agreement or in respect of the Project or any of the Recipient’s other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

## 7. COPYRIGHT

- 7.1 **Copyright** - Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the “**Recipient Documentation**”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient’s ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

- 7.2 **License** - The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

- 7.3 **Interview** - FCM shall hold 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.

## 8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

- 8.1 **Public Recognition** - The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

© 20XX, Corporation of the City of Temiskaming. All Rights Reserved.

*This project 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.*

- 8.2 **Communication** - The Recipient shall comply with FCM's bilingual communication requirements until 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 Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada 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; and (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 tools and made available through other mediums and in various formats (the "**Interview**").
- 8.3 **Confidentiality** - All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.
- 8.4 **Two versions of confidential reports** - The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain 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.

## 9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the 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; (iii) neither the making of the 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; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) 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 the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

**10. TERMINATION OF THE AGREEMENT**

- (a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

**11. EFFECT OF TERMINATION**

- (a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.
- (b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may 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.

**12. 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 the 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.

**13. APPROPRIATIONS**

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.



**14. NO BRIBES**

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**15. RELEASE AND INDEMNIFICATION**

15.1 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) 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; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.2 Release - 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.

15.3 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.4 Intellectual Property Indemnity - Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

15.5 FCM's Limited Liability - In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.6 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 the Agreement or to make any recording, file any notice or obtain any consent.

**16. GENERAL**

16.1 Notices and Requests - Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to

have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 16.2 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 16.3 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.4 Choice of Language - It is the express wish of the Parties that the 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.
- 16.5 Governing Law -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 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 the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.
- 16.7 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.
- 16.8 Successors and Assigns - The 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 the Agreement without the prior written consent of FCM.
- 16.9 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the 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 the 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.
- 16.11 Entire Agreement - The 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.
- 16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

- 16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by protocol document format (“PDF”)) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.
- 16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.



## SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

**Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:**

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective.
- actually and reasonably incurred in accordance with applicable industry standards.
- Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.

FCM reserves the right to audit financial statements or expenses incurred at a future date. **Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years.** Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs
<b>Section A: Costs incurred prior to date application received by FCM</b>		
1. Pre-application	Consulting costs to write the GMF application, including inserting information into the Project Workbook, incurred up to 90 days before the date FCM receives your application.	All other costs incurred before the date FCM receives your application, including any stakeholder engagement or research that took place to complete the full application or project workbook.
<b>Section B: Costs incurred after date application received by FCM</b>		
2. Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: <ul style="list-style-type: none"> <li>• communication costs (e.g. long-distance calls)</li> <li>• permits or certifications required for the Project</li> <li>• printing or photocopying by outside suppliers</li> <li>• acquisition of documents used exclusively for the project document translation</li> </ul>	<ul style="list-style-type: none"> <li>• General overhead costs, including operating costs related to the general maintenance, repair and overhead costs associated with the project.</li> <li>• Administrative costs not specifically listed as eligible costs.</li> <li>• Office space, supplies, and general overhead costs incurred in the ordinary course of business.</li> </ul>
3. Advertising	Advertising costs essential to communicating the project to the public and evaluating the project, 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>	<ul style="list-style-type: none"> <li>• Advertising costs for general education or publicity associated with ongoing or other business activity and not a specific requirement of the project.</li> <li>• Promotional items</li> </ul>
4. Audit (capital projects only)	The cost of a financial audit conducted by a third-party accredited professional for the capital project, which is required by FCM.	N/A

<p>5. Capital expenditures (capital projects only)</p>	<p>Capital costs as defined and determined in accordance with generally accepted accounting principles (GAAP), including:</p> <ul style="list-style-type: none"> <li>• Costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software, etc.).</li> <li>• Costs of construction, renovation or modernization of facilities and structure such as material and installation costs.</li> </ul>	<p>Purchase or lease of real property</p>
<p>6. Equipment rental (capital projects only)</p>	<p>Rental of tools and equipment related to the capital project.</p>	<p>Rental of tools or equipment related to ongoing or other business activities.</p>
<p>7. Meetings and public gatherings</p>	<p>Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as:</p> <ul style="list-style-type: none"> <li>• facility rental</li> <li>• audiovisual equipment rental</li> </ul>	<p>Any hospitality expenses, such as:</p> <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 and centrepieces</li> </ul>
<p>8. Services</p>	<p>Fees for professional or technical services, including:</p> <ul style="list-style-type: none"> <li>• Consultants and contractors fees for work related to building monitoring and analysis, existing building commissioning (EBX), low-carbon pathway studies and capital projects.</li> <li>• Fees incurred by a third-party qualified commissioning agent or existing building commissioning agent for a comprehensive review of building systems.</li> <li>• Fees incurred by a certified professional to conduct project measurement and verification.</li> <li>• The cost of an environmental audit, which is required by FCM, undertaken by a third-party verification specialist (capital projects only)</li> </ul>	<p>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 Government of Canada.</p>
<p>9. Staff remuneration</p>	<p>Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the</p>	<ul style="list-style-type: none"> <li>• Overtime pay</li> <li>• Bonuses/performance pay</li> <li>• Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any</li> </ul>

	<p>Project (including staff time to participate in capacity-building activities led by or on behalf of FCM). The daily rate per employee shall include the following costs:</p> <ul style="list-style-type: none"> <li>• direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses.</li> <li>• fringe benefit: in accordance with the Eligible Recipient's policies, as follows:             <ul style="list-style-type: none"> <li>(a) time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</li> <li>(b) paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits</li> </ul> </li> </ul> <p><b>N.B. For private sector entities only, as determined by FCM, the value of the total staff remuneration cannot exceed 10% of the Project's Eligible Costs.</b></p>	<p>other fringe benefits not listed as eligible</p> <ul style="list-style-type: none"> <li>• Costs related to ongoing or other regular business activities and not specifically required for the Project.</li> <li>• Staff wages while receiving training or attending learning events.</li> <li>• Professional membership fees or dues.</li> <li>• Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM. This includes funding provided or committed through Climate Change Staff Grants from FCM's Municipalities for Climate Innovation Program.</li> </ul>
<p>10. Supplies and materials</p>	<p>Supplies and materials that are specifically needed to undertake the project.</p>	<p>Costs related to ongoing or other business activities, and not a specific requirement of the Project.</p>

11. Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
12. Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project, including travel and accommodation costs to attend CBR capacity-building activities organized by or on behalf of FCM.	<ul style="list-style-type: none"> <li>• Travel and associated expenses of a partner in the Project.</li> <li>• Travel, accommodation and fees to attend conferences, missions, trade shows, etc.</li> </ul>
13. Taxes	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 (provincial, territorial or federal).
14. In-kind	N/A  <b>Note: Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as “staff remuneration.” See Staff Remuneration category above.</b>	Any goods and services that are received through donation or in-kind contribution.
15. Other	Other costs considered by the FCM's Board of Directors or FCM Staff to be necessary direct costs incurred properly and reasonably to implement your project.	N/A

**SCHEDULE C – RECIPIENT’S SPECIFIC TERMS AND CONDITIONS**

**1. PROJECT**

The Recipient is receiving the Grant Amount to perform the following project:

The City of Temiskaming Shores will study the technical and financial feasibility of reducing greenhouse gas (GHG) emissions for eight of its most carbon-intensive buildings, which account for 30% of the city's overall corporate GHG emissions (according to the 2019 GHG inventory). The objective of this project aligns with the city's broader aspiration of achieving net-zero emissions by 2050.

The study will include an in-depth analysis of each building, utilizing energy modelling to pinpoint the best reduction strategies. The study will then examine these strategies under two different scenarios: a minimum performance scenario aiming to achieve a 50% GHG reduction in 10 years, progressing to an 80% reduction in 20 years; and a more aggressive short-term deep retrofit scenario that aims to achieve the same reductions but over a condensed 5-year timeline.

As a small Northern Ontario municipality, the study will help improve the city’s knowledge of decarbonization measures and will set a benchmark for future GHG reduction initiatives. The potential savings from this initiative could be used to de-risk future investments in other decarbonization projects within the city's GHG reduction plan, thus creating a virtuous cycle of continual improvement.

**Innovative aspects:** The study marks the first of its kind in the city. Most of the technologies and practices that the study will explore are new to the municipality.

**Replicability:** As a small northern municipality, the City of Temiskaming Shores is in a unique position to inspire similar cities. The knowledge and insights gained from this study can serve as a blueprint for similar initiatives in other nearby municipalities, thereby extending the impact of this project beyond the borders of Temiskaming Shores. The city is considering sharing findings coming out of this study via the Federation of Northern Ontario Municipalities, The Association of Municipal Managers, Clerks and Treasurers of Ontario, the local health unit, and the Northeastern Ontario Recreation Association.

**2. PROJECT COSTS**

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

<b>WORK PLAN AND BUDGET</b>				
<b>Milestones</b>	<b>Cost Category</b>	<b>Eligible Cost (\$)</b>	<b>Ineligible Cost (\$)</b>	<b>Total Cost (\$)</b>
<b>Milestone 1: Project Kick-off</b>	<b>Start date:</b>	10/2023	<b>End date:</b>	10/2023
Kick-off meeting - discussing expectations, goals and scope for this study (Consultant)	(8) Services	\$1,258	\$0	<b>\$1,258</b>
Kick-off meeting - discussing expectations, goals and scope for this study (City Staff)	(9) Staff remuneration	\$0	\$320	<b>\$320</b>
Review minutes from kickoff meeting and summarize in a progress report for records (City Staff)	(9) Staff remuneration	\$0	\$965	<b>\$965</b>
<b>Milestone 1 Subtotal</b>				<b>\$2,543</b>
<b>Milestone 2: Site Investigation (BCA &amp; Energy Assessments)</b>	<b>Start date:</b>	10/2023	<b>End date:</b>	12/2023
Gather building data - Drawings, O&M records, manuals, and previous 12-36 months of utility data (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$5,597	<b>\$5,597</b>



Review of specific building documents such as drawings, O&M records and manuals (Consultant) (Step 1)	(8) Services	\$19,488	\$0	\$19,488
Utility data analysis - at minimum review the previous 12 - 36 months and benchmark the performance (Consultant) (Step 1)	(8) Services	\$19,488	\$0	\$19,488
Building Site Investigation to assess building condition and fill any gaps in knowledge - City Hall (Consultant) (Step 1)	(8) Services	\$2,383	\$0	\$2,383
Building Site Investigation to assess building condition and fill any gaps in knowledge - Don Shepherdson Memorial Arena (Consultant) (Step 1)	(8) Services	\$5,317	\$0	\$5,317
Building Site Investigation to assess building condition and fill any gaps in knowledge- Shelley Herbert-Shea Memorial Arena (Consultant) (Step 1)	(8) Services	\$5,317	\$0	\$5,317
Building Site Investigation to assess building condition and fill any gaps in knowledge - Riverside Place (Consultant) (Step 1)	(8) Services	\$2,383	\$0	\$2,383
Building Site Investigation to assess building condition and fill any gaps in knowledge - Waterfront Pool and Fitness Centre (Consultant) (Step 1)	(8) Services	\$3,883	\$0	\$3,883
Building Site Investigation to assess building condition and fill any gaps in knowledge - Dymond Complex (Consultant) (Step 1)	(8) Services	\$2,383	\$0	\$2,383
Building Site Investigation to assess building condition and fill any gaps in knowledge - New Liskeard Public Works Garage (Consultant) (Step 1)	(8) Services	\$2,038	\$0	\$2,038
Building Site Investigation to assess building condition and fill any gaps in knowledge - Haileybury Public Works Garage (Consultant) (Step 1)	(8) Services	\$2,038	\$0	\$2,038
Building Site Investigation guide to assist the consultant with their assessment - all buildings (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$1,231	\$1,231
Staff Interviews with critical operational and building management staff (Consultant) (Step 1)	(8) Services	\$12,305	\$0	\$12,305
Staff Interviews with critical operational and building management staff (City Staff) (Step 1)	(9) Staff remuneration	\$0	\$1,130	\$1,130
Review findings from building investigations and offer insights/input where required. Author a progress report describing the process of this milestone including methodology, any assumptions, challenges and barriers(City Staff)	(9) Staff remuneration	\$0	\$5,597	\$5,597
<b>Milestone 2 Subtotal</b>				<b>\$90,575</b>
<b>Milestone 3: Calibrated Modelling of Existing Facilities &amp; Design Workshop</b>	<b>Start date:</b>	01/2024	<b>End date:</b>	02/2024
Development of Energy Models including hourly process loads using industry-standard modelling software (ex. eQuest, EnergyPlus, RETScreen) and consistent with the current revision of	(8) Services	\$29,171	\$0	\$29,171

ASHRAE 14, also providing a calibration report (Consultant) (Step 2)				
Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (Consultant) (Step 3)	(8) Services	\$3,995	\$0	<b>\$3,995</b>
Design Workshop and energy model review with Project Team to address site-specific opportunities, constraints and barriers (City Staff) (Step 3)	(9) Staff remuneration	\$0	\$640	<b>\$640</b>
Review energy models and minutes from design meeting. Provide guidance and assistance to consultant when necessary. Author a progress report summarizing progress towards deliverables, ideas for the final pathways, assumptions made during this milestone and any challenges. (City Staff)	(9) Staff remuneration	\$0	\$9,397	<b>\$9,397</b>
<b>Milestone 3 Subtotal</b>				<b>\$43,203</b>
<b>Milestone 4: Measure-level Analysis &amp; GHG Reduction Scenario Analysis</b>	<b>Start date:</b>	03/2024	<b>End date:</b>	04/2024
Measure-level Analysis - to determine GHG abatement potential, non-energy benefits and capital costs for selected measures while still aligning with the reduction criteria for this study (Consultant) (Step 4)	(8) Services	\$23,239	\$0	<b>\$23,239</b>
Scenario Development - assemble measures into packages for each reduction pathway scenario (Minimum performance, short-term deep retrofit, and business-as-usual) and conduct technical and financial analysis to determine the effectiveness of each package (Consultant) (Step 5)	(8) Services	\$29,171	\$0	<b>\$29,171</b>
Review and evaluate the measures identified in the measure-level analysis and assess the packages assembled in scenario development. Author a progress report outlining the progress to date, any assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$9,397	<b>\$9,397</b>
<b>Milestone 4 Subtotal</b>				<b>\$61,807</b>
<b>Milestone 5: decision Making Workshop</b>	<b>Start date:</b>	04/2024	<b>End date:</b>	04/2024
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (Consultant) (Step 6)	(8) Services	\$3,995	\$0	<b>\$3,995</b>
Decision-making workshop with project team to review measure- and facility-level analysis results and reach a consensus on the GHG reduction pathways to be included in the final report and over what timeline (City Staff) (Step 6)	(9) Staff remuneration	\$0	\$640	<b>\$640</b>
Review and summarize minutes from the decision-making workshop and author a progress report explaining progress towards the deliverables, assumptions, challenges and barriers. (City Staff)	(9) Staff remuneration	\$0	\$5,597	<b>\$5,597</b>
<b>Milestone 5 Subtotal</b>				<b>\$10,231</b>
<b>Milestone 6: Final Report &amp; Presentations</b>	<b>Start date:</b>	05/2024	<b>End date:</b>	07/2024



Submission of a polished report outlining the preferred GHG reduction pathway scenarios, capital plan, alternative measures and facility-level options that were explored. (Consultant) (Step 7)	(8) Services	\$27,234	\$0	<b>\$27,234</b>
Review of all pathways report drafts for content and completeness (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$5,597	<b>\$5,597</b>
Final Reporting to FCM for the Completion Report to summarize each step of the study (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$760	<b>\$760</b>
Hand-over of all data (calculations, assumptions, excel tables, energy models and other data points) to the City in digital format (Consultant) (Step 7)	(8) Services	\$1,000	\$0	<b>\$1,000</b>
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (Consultant) (Step 7)	(8) Services	\$3,995	\$0	<b>\$3,995</b>
Reporting Final Results (presentations) to City Council, Climate Change Committee, and Relevant Stakeholders (City Staff) (Step 7)	(9) Staff remuneration	\$0	\$320	<b>\$320</b>
<b>Milestone 6 Subtotal</b>				<b>\$38,906</b>
<b>Subtotal – All Phases (subtotals for eligible and ineligible costs are rounded down to nearest 100<sup>th</sup>)</b>		<b>\$200,000</b>	<b>\$47,100</b>	<b>\$247,100</b>

<b>Total Eligible Costs</b>	<b>\$200,000</b>
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Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.  
 The budget costs used for this workplan were provided by a consulting firm that included contingencies in their budget quote.

Other Notes:  
 Dates are estimated and may differ from what is listed in the plan. Costs are broken down by task based on a budget quote provided by a consulting firm. City staff time is not going to be covered by this grant so it is listed under "(9) Staff Remuneration" ineligible cost.

FCM will only reimburse costs incurred after May 5, 2023, except for costs incurred to write the application, which are eligible for reimbursement if incurred after February 4, 2023.

**3. PROJECT SOURCES OF FUNDING**

The funding for the Project is planned as:

Funding Source	Description	Date Confirmed	Amount	Percentage of Total Budget
Green Municipal Fund	Grant	21-AUG-23	\$160,000	65%
City of Temiskaming Shores	Cash	21-MAR-23	\$87,100	35%
<b>TOTAL</b>			<b>\$247,100</b>	<b>100%</b>

**4. GRANT AMOUNT**

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

- (i) the sum of one hundred and sixty thousand dollars (\$160,000); or
- (ii) eighty percent (80%) of Eligible Costs.



## 5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts (\$), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:
<b>Advanced Contribution #1</b> <ul style="list-style-type: none"> <li>Executed Grant Agreement</li> <li>Void Cheque</li> </ul>		Upon receipt of confirmation from the Corporation of the City of Temiskaming Shores that a consultant has been officially awarded the mandate, the FCM will proceed accordingly, no later than November 30, 2023.  + Executed fully signed Agreement	\$112,000
<b>Progress Report</b> <ul style="list-style-type: none"> <li>Schedule E – Project Progress Report</li> <li>Schedule D – Request for Contribution</li> <li>Evidence that Milestones 1, 2 were completed to date</li> <li>Updated Project Workbook               <ul style="list-style-type: none"> <li>Sources of Funding</li> <li>Payment and reporting table</li> <li>Expense Claim</li> </ul> </li> <li>Additional conditions: None</li> </ul>	At FCM's Request	n/a	n/a
<b>Final Contribution</b> <ul style="list-style-type: none"> <li>Schedule D – Request for Contribution</li> <li>Schedule F – Project Completion Report</li> <li>Evidence that Milestones 1 to 6 were completed: Project Kick-off; Site Investigation; Calibrated Modelling of Existing Facilities \$ Design</li> </ul>	August 5 <sup>th</sup> 2024	September 5 <sup>th</sup> 2024	\$160,000 or 80% of eligible cost then incurred by the recipient less the amount of previous contributions

<p>Workshop; Measure-level Analysis &amp; GHG Reduction Scenario Analysis; Decision-making Workshop; Final report &amp; Presentation</p> <ul style="list-style-type: none"> <li>• Updated Project Workbook <ul style="list-style-type: none"> <li>○ Sources of Funding</li> <li>○ Payment and reporting table</li> <li>○ Expense Claim</li> </ul> </li> <li>• Final feasibility study report</li> <li>• Additional conditions: None</li> </ul>			
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**6. JURISDICTION**

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Ontario.

**7. CRA BUSINESS NUMBER**

The Recipient's CRA Business number is 866343502.

**8. NOTICES**

<p><u>To the Recipient:</u></p> <p>Corporation of the City of Temiskaming Shores 325 Farr Drive Haileybury, ON P0J 1K0</p> <p>Attention: Logan Belanger Clerk</p> <ul style="list-style-type: none"> <li>• telephone: 705-672-3363 ext. 4136</li> <li>• by electronic mail: lbelanger@temiskamingshores.ca</li> </ul> <p>Alternate Contact:</p> <p>Attention: Amy Vickery City Manager</p> <ul style="list-style-type: none"> <li>• telephone: 705-672-3363 ext. 4120</li> <li>• by electronic mail: avickery@temiskamingshores.ca</li> </ul>	<p><u>To FCM:</u></p> <p>Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3</p> <p>Attention: Christian Karanga Project Officer for GMF</p> <ul style="list-style-type: none"> <li>• telephone: 1-343-925-6493</li> <li>• by facsimile: 613-244-1515</li> <li>• by electronic mail: ckaranga@fcm.ca</li> </ul>
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## SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

### [LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

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

Attention: Christian Karanga  
Project Officer for GMF

The Recipient is requesting the following Contribution:

Final

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- 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 Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.
- 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.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
  - have been submitted through the Expense Claim template, in the Project Workbook;
  - have been incurred and paid, or are to be paid, by the Recipient;
  - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
  - were reasonably incurred in accordance with applicable industry standards; and

- are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.
- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.
- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SCHEDULE E – PROJECT PROGRESS REPORT TEMPLATE

### VERY IMPORTANT:

**Timing:** You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

**Accessibility for people with disabilities:** Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

**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.

**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.

**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 template from your GMF project officer.**

### Project information

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

#### 1. Project status

- a) Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule C. **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.

- b) 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)?
- c) If your Project is a feasibility study or pilot project, 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).
- d) When do you expect to complete the Project (month/year)?

## 2. Lessons learned to date

- a) Have you begun to implement any new technology or new approach? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
- b) What barriers have you encountered so far and what solutions have you implemented to address them?
- c) If you were planning this type of Project again, what would you do differently, knowing what you know now?
- d) 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.
- e) What advice would you give to someone in another community undertaking a similar project?

## 3. Photos and materials

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

- a) 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.

- b) 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:
  - i) A caption describing what is featured in the photo.
  - ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
  - iii) 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 your GMF project officer.**

## SCHEDULE F – PROJECT COMPLETION REPORT TEMPLATE

### VERY IMPORTANT:

**Timing:** You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** Before you submit a report to FCM, make sure you hold the copyright for the report. If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

**Accessibility for people with disabilities:** Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

**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.

Please contact your project officer to receive an electronic copy of the Completion Report Template.

**Upon completion of the Project, a copy of the Final Deliverable must be submitted along with this Completion Report.**

FCM will post your report on the [Green Municipal Fund™ \(GMF\) website](#). 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.

### How to complete the Completion Report

The purpose of the Completion Report is to share the story of your community's experience in undertaking your project 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 is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant recipients must enclose **final** copies of the Completion Report and the Final Deliverable 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.

<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?
- b) 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?



- b) What would you do differently if you were to do this again?
- c) What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

## 6. Knowledge Sharing

- a) Has the Project received any recognition, media coverage, or notable public support? If so, please describe briefly (three to four sentences).
- b) Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.
- c) 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).
- d) Would you like to showcase your Project through an FCM webinar or workshop?

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