

Appendix B: Green Economy Canada EV Charger Incentive Program Sub-Agreement



Green Economy Canada

EV CHARGER INCENTIVE PROGRAM
SUB-AGREEMENT



THIS SUB-AGREEMENT is made on the 15th day of March 2023 (the “**Effective Date**”),

BETWEEN:

GREEN ECONOMY CANADA, a not-for-profit corporation incorporated under the laws of Canada (“**GEC**”),

AND:

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH incorporated under the laws of Ontario (“**Recipient**”),

(each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

- A. **WHEREAS** the EV Charger Incentive Program (“**EVIP**”) is delivered by GEC and funded by Her Majesty the Queen in Right of Canada, represented by the Minister of Natural Resources (“**NRCan**”, and collectively with GEC, the “**Program Operators**”);
- B. **AND WHEREAS** the Recipient has submitted an eligible application in the form prescribed by GEC (the “**Application**”) and GEC has selected the Recipient for participation in the EVIP;
- C. **AND WHEREAS** the Recipient is expected to install and operate Charging Station(s) at their Project Site(s) in accordance with this Agreement and may therefore be eligible to receive an Incentive under the EVIP;

NOW THEREFORE, in consideration of the mutual agreements, covenants and representations contained herein, the receipt and sufficiency of which are acknowledged by each Party, the Parties hereby agree follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions:

All capitalized terms used in this Agreement and not otherwise specifically defined shall have the following meanings:

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Electric Vehicle Charger Incentive Program
Sub-Agreement TP-205-703



“Agreement” means this sub-agreement, including the attached Schedules A, B and C;

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, guidelines, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to a Project, Party, NRCan or this Agreement;

“Applicant’s Guide” means the guide prepared by GEC to assist prospective recipients to prepare an Application;

“Application” has the meaning given to it in Recital B;

“Approved Application” means an Application approved by GEC in its sole and exclusive discretion;

“Business Day” means any day (other than a Saturday or Sunday) on which commercial banks in Toronto, Ontario are open for business;

“Charging Connector” means the plug on the power cord that connects the supply device to the charging outlets on the electric vehicle;

“Charging Station” means a commercially available device or infrastructure certified for use in Canada and used to provide electricity to an electric vehicle for the purpose of charging the vehicle’s on-board battery;

“Eligible Expenditures” means the Project expenditures designated as eligible for an Incentive in Schedule C;

“Eligibility Period” means the time period beginning on the Effective Date and ending on the earlier of (a) the expiry of eight (8) months; and (b) March 31, 2024;

“Force Majeure Event” has the meaning given to it in Section 12.1;

“Governmental Authority” means any (a) any federal, national, state, provincial, local, municipal or other government with jurisdiction over the Parties or (b) any other governmental, regulatory or administrative agency, commission, or any court with jurisdiction over the Parties, and for greater certainty shall include the Electrical Safety Authority and the conditions of service of the applicable local distribution company or electricity utility;

“Incentive” means the total funding to be provided by GEC pursuant to this Agreement in respect of Eligible Expenditures calculated in accordance with Section 3.2;



“Incurred” means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is payable by GEC after Project Completion;

“Incurred Project Costs” has the meaning given to it in Section 3.1;

“Indigenous Peoples” means the First Nations, Métis, and Inuit peoples within the boundaries of Canada;

“Intellectual Property” has the meaning given to it in Section 7.1;

“Program Operators” means GEC and NRCan collectively, as set out in Recital A;

“Project” means the activities involved in installing a Charging Station as described in the Application;

“Project Description” means the Project description set out in the Application, the details of which are available in Schedule A;

“Project Completion” means the date on which the installation of the Charging Stations is completed;

“Project Sites” means the locations of the Charging Stations to be installed and operated by Recipient, as set out in Schedule A; and

“Total Government Funding” means cash contributions provided by Program Operators and other contributions from the provincial/territorial and/or municipal governments towards the Incentive.

1.2 Headings:

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction and interpretation hereof.

1.3 References:

Unless otherwise specified or required by the context, reference in this Agreement to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement. The words “herein”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision of this Agreement. The term “including” shall mean “including, without limitation” unless otherwise indicated.

1.4 Time:

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Time is of the essence in this Agreement. When calculating the period of time within which or following which any act is done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.

1.5 Gender and Number:

In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders, gender identities, and expressions.

1.6 Miscellaneous:

Unless otherwise specified and/or required by the context in which any term appears; (a) all references to a particular entity include such entity's successors and (if applicable) permitted assigns; and (b) a reference to a treaty, statute or to a regulation issued by a Governmental Authority includes the treaty, statute or regulation in force as of the Effective Date together with all amendments and supplements thereto and any treaty, statute or regulation substituted for such statute or regulations. 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.

1.7 Schedules:

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

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Quotation;
- (c) Schedule C – List of Eligible Expenditures.

ARTICLE 2

CONDUCT OF PROJECT

2.1 Project Parameters:

The Parties agree that:

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- (a) Recipient shall comply with all of the requirements and eligibility parameters set out in the Applicant's Guide;
- (b) Recipient agrees to install and operate the number of Charging Stations set out in the Project Description at the Project Sites set out therein, in exchange for an Incentive to be provided by GEC in accordance with the terms and conditions of this Agreement;
- (c) Recipient shall carry out the Project promptly, diligently and in a professional manner in accordance with the terms and conditions of this Agreement and in compliance with the requirements of the Approved Application;
- (d) Recipient shall achieve Project Completion before the end of the Eligibility Period, unless this Agreement is terminated earlier pursuant to ARTICLE 5; and
- (e) any legal duty to consult with Indigenous Peoples affected by the Project and, where appropriate, to accommodate Indigenous Peoples' concerns, has been met and continues to be met and if, as a result of changes to the nature or scope of the Project, GEC is informed that a legal duty to consult is triggered, GEC shall have the right to terminate this Agreement pursuant to ARTICLE 5 or suspend it.

2.2 Recipient Eligibility:

Recipient acknowledges and agrees that it is a for-profit or not-for-profit organization validly incorporated or registered in Canada.

2.3 Project Eligibility:

Recipient acknowledges and agrees that the Project shall be:

- (a) located in Canada;
- (b) a permanent installation (mounted or fixed models);
- (c) comprised of new and purchased equipment (not leased);
- (d) for a new installation or expansion of an existing installation (not for the replacement of an existing installation);
- (e) at minimum twenty-five percent (25%) universal charging connectors (J1772, J1772 Combo) of the same category (i.e. Level 2 or fast charger) with other proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project Sites; and



- (f) certified for use in Canada (e.g., CSA, UL, Interlink) and be commercially available.

2.4 Charging Station Eligibility:

Recipient acknowledges and agrees that Charging Stations installed and operated as part of the Project shall:

- (a) increase localized charging opportunities;
- (b) be installed in:
 - (i) public places (areas intended for public use, including on-street and curbside areas and publicly-accessible parking areas, whether publicly- or privately-owned);
 - (ii) multi-unit residential buildings (with a minimum of three (3) dwelling units));
 - (iii) locations where employees perform duties related to a job, where the Charging Stations are installed in parking locations primarily used by employees during working hours; or
 - (iv) a parking space clearly identified for the purpose of charging electric vehicles for Charging Stations targeting general public use;
- (c) include one or more of the following Charging Connector types:
 - (i) SAE J1772 standard (Level 2 (208/240 V));
 - (ii) SAE J1772 Combo (for fast chargers);or
 - (iii) other proprietary Charging Connector types consistent with GEC's specifications, noting that if proprietary Charging Connectors are installed, they shall represent no more than seventy-five (75%) of the Charging Connectors installed at a Project Site; and
- (d) have the ability to communicate to other chargers and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of chargers.

2.5 Notice:

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Recipient covenants and agrees to provide notice to GEC within two (2) days in the event that:

- (a) it has applied for or has received, or anticipates receiving, any funding, incentive, financing or other support under the EVIP or any other program or facility, or from any other source, and has not previously disclosed such funding, incentive, financing or other support to GEC;
- (b) any Charging Station or Project Site is determined to be subject to environmental assessment laws or regulations of any Governmental Authority, including the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the *Canadian Environmental Protection Act*, 1999 (S.C. 1999, c. 33); or
- (c) Project Completion is achieved.

2.6 Project Completion:

Within thirty (30) days of Project Completion, Recipient shall provide to GEC:

- (a) evidence that each Charging Station is continually operational, which can include real-time data from chargers, servers, or the cloud, and photographs of active users at the Charging Stations;
- (b) photographs of each Charging Station, including the address and the date the photograph was taken;
- (c) all documents supporting the Applicant's request for reimbursement, including proof of payment, receipts, timesheets for any salary costs, and invoices with a list of all Eligible Expenditures related to the purchase and installation of the Charging Station, etc; and
- (d) any other documentation that the Program Operators may require.

2.7 Recipient Acknowledgments:

Recipient acknowledges and agrees that:

- (a) the Program Operators make no representation regarding manufacturers, dealers, contractors, materials or workmanship and make no warranty whatsoever, whether express or implied, with respect to the foregoing, including the implied warranties of merchantability and fitness for any particular purpose and/or use of application of any product (including the Charging Station, Charging Connector, and zero emission vehicles);



- (b) it has independently assessed the risks of (i) participating in the Project and in the EVIP and (ii) installing and operating the Charging Station(s) at the Project Site(s), and accepts all such risks and any associated liability without reservation; and
- (c) the terms and conditions of this Agreement and the EVIP are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.

ARTICLE 3

ELIGIBLE EXPENDITURES and INCENTIVE

3.1 Eligible Expenditures:

Recipient shall pay all expenditures in relation to the Incurred costs of the Project under this Agreement (the **“Incurred Project Costs”**) and submit claims for reimbursement of up to fifty percent (50%) of the Recipient’s total expenditures in relation to the Incurred Project Costs during the Eligibility Period. This shall constitute the **“Eligible Expenditures”**, which shall be exclusively limited as set out in Schedule C.

3.2 Incentive:

In accordance with the terms and conditions of this Agreement, Recipient shall be eligible for a total Incentive of less than \$100,000 under this Agreement, subject to the following maximums by Charging Station type:

Type of Infrastructure Output	Maximum Funding
Level 2 (208 / 240 V) Charger, 3.3 kW to 19.2 kW	Up to 50% of total Eligible Expenditures, to a maximum of \$5,000.00 per Connector ¹
Fast charger, 20 kW to 49 kW	Up to 50% of total Eligible Expenditures, to a maximum of \$15,000.00 per Charging Station
Fast charger, 50 kW to 99 kW	Up to 50% of total Eligible Expenditures, to a maximum of \$50,000.00 per Charging Station
Fast charger, 100 kW and above	Up to 50% of total Eligible Expenditures, to a maximum of \$75,000.00 per Charging Station

¹Level 2 chargers may have more than one connector per charging station. Applicants are eligible to receive rebates per Level 2 connector.



3.3 Maximums:

Notwithstanding Section 3.2, Total Government Funding provided under this Agreement shall under no circumstances exceed seventy-five percent (75%) of Eligible Expenditures, unless Recipient is a provincial, territorial, regional or municipal government or the department of an agency of same, in which case the Total Government Funding provided under this Agreement shall not exceed one-hundred percent (100%) of Eligible Expenditures.

3.4 Payment of Incentive:

Recipient acknowledges and agrees that subject to the completion of the requirements of Section 2.6 to GEC's exclusive satisfaction, Recipient will receive reimbursement of Eligible Expenditures within eight (8) months of Project Completion.

3.5 Payment Method:

GEC shall have the sole and exclusive right, acting reasonably, to determine the method of payment for the Incentive.

ARTICLE 4

Representations and Warranties

4.1 Representations and Warranties of Recipient:

Recipient represents and warrants to GEC that on the Effective Date, during the Eligibility Period, or at such other time as specified below:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and qualified to do business in each jurisdiction where it acts;
- (b) it has all necessary direction, power, and authority to participate in the EVIP on the terms and conditions set forth herein and execute, deliver and perform its obligations hereunder;



- (c) its execution, delivery and performance of this Agreement and its participation in the EVIP (i) has been duly authorized by all necessary action, (ii) does not violate any of the terms or conditions of (A) its governing documents, (B) any contract to which it is a party (or result in acceleration of any amounts owed or otherwise adversely affect its rights or obligations under such a contract) or (C) any Applicable Law currently in effect having applicability to the Recipient or its assets;
- (d) this Agreement has been validly executed and delivered on behalf of the Recipient and constitutes the legal, valid and binding obligation of the Recipient, enforceable against the Recipient according to its terms;
- (e) there is no pending or, to its knowledge, threatened litigation, arbitration or administrative proceeding before any Governmental Authority or any arbitrator that is likely to materially adversely affect its ability to perform its obligations hereunder;
- (f) it shall comply with all Applicable Law, including all bylaws (including the bylaws of condominium corporations), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all Governmental Authorities, and all manufacturers' specifications;
- (g) the Charging Station(s) or Project Site(s) is not a "designated project" nor a "project" according to the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the *Canadian Environmental Protection Act, 1999* (S.C. 1999, c. 33);
- (h) it shall install the Charging Station(s) at the Project Site by the timeline set out in Schedule A
- (i) it shall select Charging Station(s) that meet all requirements of the EVIP, as determined by Program Operators from time to time (including all such requirements contained herein);
- (j) it shall select contractors and/or sub-contractors that (i) have the sufficient capability to complete the tasks for which they are selected; (ii) will complete work in a good, skillful, efficient and professional manner; (iii) comply with all Applicable Law; and (iv) meet all EVIP requirements, as specified or determined by the Program Operators from time to time (including all such requirements contained herein);
- (k) it has or will provide the attestations and acknowledgments set out in the Application as requested by GEC; and



- (l) to the best of Recipient's knowledge, all information provided in writing in this Agreement and in the Application by Recipient to GEC is accurate, reliable, true and correct in all material respects.

ARTICLE 5

Term

5.1 Term:

The term of this Agreement shall commence on the Effective Date and terminate in accordance with Section 5.2, unless terminated earlier in accordance with the terms and conditions of this Agreement.

5.2 Automatic Termination:

This Agreement shall be automatically terminated when all Incentives payable by GEC to Recipient have been paid in full after Project Completion.

5.3 Termination by Default:

This Agreement may be terminated by GEC:

- (a) if the Charging Station(s) or Project Site(s) is determined to be subject to environmental assessment laws or regulations of any Governmental Authority, including the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) or the *Canadian Environmental Protection Act, 1999* (S.C. 1999, c. 33);
- (b) in accordance with Section 2.1(e);
- (c) in accordance with Section 8.2(b); or
- (d) in accordance with Section 12.2.

5.4 Notice of Reasons and Termination Date:

In the event of termination in accordance with Section 5.3, GEC shall give Recipient at least five (5) Business Days' written notice specifying the reasons for termination and the termination date.



ARTICLE 6

Indemnity and Limitation of Liability

6.1 Indemnity:

- (a) Neither Program Operators, nor their employees, officers and/or 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 Recipient will indemnify and save harmless the Program Operators, their employees, officers, and agents, in respect of such claims.
- (b) The Recipient shall indemnify and save harmless the Program Operators, their employees, officers, and agents of any claims for injury or damages arising from the Project.

6.2 Limitation of Liability:

- (a) The Program Operators do not endorse any specific product, retailer, or contractor, and are not liable for Recipient's selection of materials or products, or the workmanship, operation, performance or warranty associated with the Charging Station or associated work performed, whether by a contractor or otherwise, in relation to the EVIP. The Program Operators make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to the EVIP. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by Recipient.
- (b) Recipient agrees that the Program Operators have no liability whatsoever concerning (i) the quality, safety, and/or installation of the Charging Station, including their fitness for any purpose; (ii) the workmanship of any third party, (iii) the installation or use of the Charging Station, and (iv) any other matter with respect to the EVIP. Recipient hereby waives any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Recipient Agreement, the EVIP or for an Incentive.



- (c) Recipient hereby indemnifies and saves harmless the Program Operators and each of their respective shareholders, affiliates, directors, officers, employees and agents from any and all liability and all claims, losses, damages (including indirect and consequential damages), expenses, all economic loss, and proceedings for personal injury (including death) or property damage of any person relating to, or in connection with, resulting from, or arising out of the EVIP, including by reason of the actual or alleged implementation of any part of the EVIP, the receipt of an Incentive, the install of the Charging Station installation or any other matter contemplated by the EVIP.
- (d) Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, whether by statute, in tort or in contract, in law or in equity, under this Agreement, any indemnity provision hereof or otherwise, unless otherwise expressly provided for in this Agreement.

ARTICLE 7

Intellectual Property

7.1 Rights and License of GEC:

Any and all intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs (collectively, “**Intellectual Property**”) that arises in the course of the Project shall vest in GEC, or be licensed to GEC in the event that Recipient or any subcontractor of Recipient retains title to such Intellectual Property.

7.2 Records and Documents:

Recipient shall upon request supply GEC the records and documents relating to the Project or this Agreement described in Sections 9.2 and 9.3, and Recipient hereby grants the Program Operators the right to, use and modify and, subject to the Access to Information Act, make publicly available such records and documents for non-commercial purposes. For greater certainty, it is not GEC’s intention to disclose any sensitive or personally identifiable information in respect of the Recipient or its employees, officers, and/or agents that is not already in the public domain, without the advance written consent of the Recipient.



ARTICLE 8

Default

8.1 Events of Default:

GEC may declare that an event of default has occurred if:

- (a) Recipient 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 Recipient or a resolution is passed for the winding up of Recipient or it is dissolved;
- (c) in the opinion of GEC, there has been a misrepresentation or breach of warranty under ARTICLE 4;
- (d) in the opinion of GEC, acting reasonably, a material adverse change in risk affecting the fulfillment of the terms and conditions of this Agreement has occurred; or
- (e) any term, condition or undertaking in this Agreement is not complied with, and any such defect has not been cured by or remedied by Recipient within thirty (30) days of written notice of such defect having been provided to Recipient.

8.2 Procedure in the Event of Default:

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

- (a) suspend or terminate any obligation of GEC to contribute or continue to contribute to an Incentive in respect of the Project, including any obligation to pay any amount owing prior to the date of such suspension or termination, as applicable;
- (b) terminate this Agreement; and
- (c) if the event of default is pursuant to any of Sections 8.1(a), 8.1(b), 8.1(c), or 8.1(e), direct Recipient to repay all or part of any Incentive(s) which has been paid to Recipient.

For greater clarity, all the above remedies are cumulative.



8.3 No Waiver:

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

ARTICLE 9

Access, Records and Oversight

9.1 Access:

Prior to the Project Completion and for three (3) years after the expiration of this Agreement, Recipient shall provide GEC or GEC'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 Recipient's safety requirements for such access.

9.2 Records:

GEC shall have the right to request and obtain from the Recipient all records, information, and other documentation relating to this Agreement.

9.3 Oversight:

GEC shall have the right to conduct oversight, reviews, and audits with respect to the Recipient and the Project and provide copies of any review, evaluation, or audit reports to NRCan.

ARTICLE 10

Legal Relationship

10.1 Legal Relationship:

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

10.2 No Representation:

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Recipient shall not make any representation that:

- (a) Recipient is an agent of GEC; or
- (b) could reasonably lead any member of the public to believe that Recipient or its contractors are agents of GEC.

ARTICLE 11

Acknowledgement

11.1 Consent for Public Acknowledgement:

Recipient shall seek at least thirty (30) days prior written consent from GEC for any public acknowledgment of the financial support of NRCan to this Project through news releases, public displays, and public and media events.

11.2 Acknowledgement:

Recipient acknowledges that the Recipient's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Program Operators.

ARTICLE 12

Force Majeure

12.1 Force Majeure:

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, GEC shall not be liable for any Incentive accrued but not yet paid as of the date of the occurrence of the event.

12.2 Termination:



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 lasts. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by GEC.

12.3 Notice:

Should either Party claim the existence of a Force Majeure Event as set out 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.

ARTICLE 13

MISCELLANEOUS

13.1 Governing Law:

This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

13.2 Assignment:

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

13.3 Notice:

All claims for payment, requests, reports, notices, repayments, and information referred to in this Agreement shall be made to the following individuals and can either be made in writing or electronically and delivered by hand delivery, the postal service, overnight courier service or electronic mail. Notice by hand delivery is effective when actually received, notice by postal service is effective when received, notice by overnight courier will be effective on the next Business Day after it was sent, notice by electronic mail is effective when sent as long as confirmation is received that email was opened (either automatic or by receiving a response). Regardless of what option is chosen by a Party, notice shall, in addition, be provided by electronic mail. A Party shall change the notice person or contact details if required or if the information below changes by providing notice in accordance with this provision.



If to GEC:

Donald Jantz
Partnership Manager
Green Economy Canada
269 Pineland Place
Waterloo, Ontario
N2T 2S4
Telephone: 519-603-8996
Email: evcharger@greeneconomy.ca

If to Recipient:

Thomas van der Hoff
The Corporation of the Township of Woolwich
24 Church Street West
Elmira, Ontario,
N3B 2Z6
Telephone: (519) 669-1647
Email: bmiller@woolwich.ca
tvanderhoff@woolwich.ca

13.4 Amendments:

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.

13.5 Dispute Resolution:

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.

13.6 Lobbying Act:

Recipient shall ensure that any person lobbying on behalf of Recipient is registered pursuant to the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)) and that the fees paid to the lobbyist are not to be taken from any funds paid to Recipient under this Agreement.

13.7 Survival:

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

- (a) ARTICLE 6 (*Indemnity and Limitation of Liability*);
- (b) ARTICLE 7 (*Intellectual Property*);
- (c) ARTICLE 9 (*Access, Records and Oversight*); and
- (d) Section 13.5 (*Dispute Resolution*).



13.8 Counterparts:

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.

13.9 Severability:

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 intention of the Parties in entering into this Agreement.

13.10 Entire Agreement:

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.

Signature Page Follows



IN WITNESS THEREOF, the duly authorized representatives of the Parties have caused this Agreement to be duly executed on the Effective Date.

GREEN ECONOMY CANADA

Per:

Name: Priyanka Lloyd

Title: Executive Director

**THE CORPORATION OF THE TOWNSHIP OF
WOOLWICH**

Per:

Name: Thomas van der Hoff

Title:

Signature Page



SCHEDULE A

Project Description

Type(s) and Number of Charging Stations to be Installed:	Level 2 Chargers: 2 Level 2 Connectors:4
Charging Station Addresses:	St. Jacobs Public Parking Lot 3 Water Street St. Jacobs, Ontario, N0B2N0
Project Timeline: (Start and End date)	Project Start: August 1, 2023 Project completion: December 29, 2023
Total Project Costs	\$45,000 (excludes ineligible global management service fees)
Total Requested Funding	\$20,000



SCHEDULE B

Project Quotation

[Provided by Participant in Application Form]



Quote

Gary Kraemer Electric Ltd.
88719 5907 RT0001
Suite #181
55 Northfield Dr. E.
Waterloo On.
N2K 3T6
kraemerelectric@sympatico.ca

Date: 10/10/2022
Quote No.: 10235

Woolwich Township
24 Church St. West
P.O. box 158
Elmira On.
N3B 2Z6

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Qty	Item	Description	Unit Price	Total
1	scope	supply/ install 200amp 3 phase outdoor service cw metering PSI part# SLM603-4-40DP(200)	\$0.00	\$0.00
1		supply/ install concrete base	\$0.00	\$0.00
1		install concrete bases for two post mount charging stations	\$0.00	\$0.00
1		supply/ install underground conduit/ conductor to feed chargers	\$0.00	\$0.00
1		assemble two charging stations (4 chargers total)	\$0.00	\$0.00
1		supply/ install 2 bollards with covers	\$0.00	\$0.00
1		conductor from 200amp service to Enova power connection point not included in price (pending Enova power layout)	\$0.00	\$0.00
1		charging stations and associated equipment to be supplied by Woolwich Township	\$0.00	\$0.00
1	inspection	ESA inspection fee	\$300.00	\$300.00
1	quote	cost material/ labour/ equipment	\$26,600.00	\$26,600.00

Subtotal \$26,900.00
HST \$3,497.00
Total \$30,397.00

3 Water St St Jacobs
provide outdoor metered service and power to 4 car chargers

Thank you for your business.



Company Address 2800, rue Louis-Lumière, Suite 100
Quebec Quebec G1P 0A4
Canada

Created Date 10/5/2022

Quote Number 00021449

Prepared By Alan Czechowski
Email aczechowski@flo.com

Contact Name Blake Miller

Bill To Name Township of Woolwich
Bill To Woolwich Ontario
Canada

Ship To Name Township of Woolwich

Product Code	Quantity	Product	Sales Price	Total Price
C+V2-EVSE-30-25-LC1-RR1-NSL-FL-NRRV-ST	8.00	CoRe+ Charging station, wall mounted, 30A, 25 feet cable, LCD Display, RFID reader, network ready - FLO - NRRV	\$4,237.25	\$33,898.00
CM-F1-GRRV	8.00	Cable management system - GRRV	\$556.75	\$4,454.00
CM-S1-FL-BCCE	4.00	Cable management system sign - FLO - BCCE	\$123.25	\$493.00
C+-BSS-GRRV	8.00	CoRe+ bracket, side by side configuration - GRRV	\$276.25	\$2,210.00
C+V1-ANCHOR	4.00	CoRe+ pedestal anchor kit for onsite made concrete base	\$191.25	\$765.00
C+V1-PED-RV-GRRV	4.00	CoRe+ pedestal for one or two charging station - GRRV	\$760.75	\$3,043.00
SP-SGG-01	8.00	Global management service for one station for 1 year	\$200.00	\$1,600.00
SP-TRANS	1.00	Shipping fees	\$450.00	\$450.00

Subtotal \$46,913.00

Total Price \$46,913.00

Grand Total \$46,913.00

Notes - FLO Sourcewell / Canoe contract pricing

Services FLO Inc. | GST : # 788723492RT0001 | QST : # 1223644542TQ0001 | PST : # 1057-6389 |

The terms and conditions referenced in this quote govern the sale of the above-listed products and services. Any additional terms and conditions in purchaser's purchase order that conflict with, vary or add to the terms will be of no force and effect, unless FLO has agreed to accept those terms and conditions in advance and in writing. (Ver. 1.0)

- By placing your order, you CONFIRM your acceptance of the terms and conditions set out below.
- Please indicate the number of the present quote on your order.
- Prices are in Canadian dollars and applicable taxes are extra.
- Payment terms are Net 30 upon approved credit.
- Unless otherwise specified the Incoterm is EXW Shawinigan.
- The delivery time will generally be: SmartTWO / CoRe+ (20 weeks), SmartTWO curbside (20 weeks), SmartDC (26 weeks) or less. The delivery time will be confirmed upon acceptance of the order.
- This quote is valid for a period of 30 days from its date of issue. The installation is not included.
- The basic warranty of the products included in this quote is 1 year, and the extended warranty (if any) is consecutive to the basic warranty.
- Click here to access our Documentation Center where you can download a copy of our Limited Warranty. (L2 Ver. 3.1/L3 Ver. 3.2)
- If your order includes one or more services from the Global Management Service, for one or more Charging station(s), please note that your order confirmation also confirms the acceptance of the Global Management Service. Click here for details. (Ver. 2.2)
- Click below to download the installation Guides allowing the customer to install the product properly, to ensure the validity of the warranty.
[SmartTWO, CoRe+, Pedestal CoRe+, Communication Gateway, Cascading: Circuit 40A / Circuit150A.](#)



SCHEDULE C

List of Eligible Expenditures

Project expenditures eligible for an Incentive shall be exclusively limited as follows:

Eligible Expenditures for an approved Project under the Program must be directly related to, and necessary for, the implementation and conduct of the Project and will include:x

- 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);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments; and
- GST, PST and HST net of any tax rebate to which the recipient is entitled.

Ineligible Expenditures* for reimbursement under this Program will include:

- In-kind*;
- Land costs;
- Legal costs;
- Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and;
- Costs incurred outside the Eligible Expenditure Period, including those for preparing this application.

*Ineligible and in-kind contributions from the proponent and its partners may count towards the total project costs. If you choose to include in-kind support as part of the total project costs, it must be verifiable and directly in support of the project. Further details are available in Section 5 of this guide.

Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and costs incurred before a project is approved by Green Economy Canada, including those costs for preparing this application, are not attributable to the project (out of scope).