

## **GRANT AGREEMENT AMENDMENT**

**THIS AMENDMENT** to a **GRANT AGREEMENT** (the "Amendment") is effective as of the date of last signature below.

**BETWEEN:**

**CITY OF SAINT JOHN**

(herein called "**Recipient**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called "**FCM**")

**WHEREAS:**

- (a) the Recipient and FCM (individually a "Party" and collectively the "Parties") entered into a Grant Agreement executed on **NOVEMBER 8, 2018** (the "Agreement");
- (b) The Parties now wish to amend the Agreement.

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

- 1) Section 10.01 of the Agreement is deleted in its entirety and replaced with the following:

"10.01 Audit and Access.

- (a) FCM reserves the right 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 this 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.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2028.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, 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.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement."

- 2) Schedule A of the Agreement is deleted in its entirety and replaced with “**Schedule A – Version 2**” attached as Schedule A to this Amendment and all references to “Schedule A” in the Agreement shall be changed to “Schedule A – Version 2”
- 3) Schedule B of the Agreement is deleted in its entirety and replaced with “**Schedule B – Version 2**” attached as Schedule B to this Amendment and all references to “Schedule B” in the Agreement shall be changed to “Schedule B – Version 2”
- 4) Schedule C Part 4 of the Agreement is deleted and replaced with “**Schedule C Part 4– Version 2**” attached as Schedule C Part 4 to this Amendment and all references to “Schedule C Part 4” in the Agreement shall be changed to “Schedule C Part 4 – Version 2”.
- 5) Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the Amendment and the Agreement, the terms of this Amendment will prevail.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date written below.**

**CITY OF SAINT JOHN**

**FEDERATION OF CANADIAN MUNICIPALITIES**

Per: \_\_\_\_\_  
 Name: Don Darling  
 Title: Mayor

Per: \_\_\_\_\_  
 Name: Geneviève Thouin  
 Title: Director, MCIP

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

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

Per: \_\_\_\_\_  
 Name: Patricia Anglin  
 Title: Deputy Common Clerk

*I have authority to bind the organization*

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

*We have authority to bind the organization*

## **Schedule A**

### SCHEDULE A – VERSION 2

#### **Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 1 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 1 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

## Schedule A

### SCHEDULE A – VERSION 2

#### **Part 2 Description of Project, Statement of Work and Project Expenditures**

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 15775

Project Title: GHG emission reduction study for municipal buildings and facilities

Project Sector: Energy

Project Type: Feasibility Study

The purpose of this study is to measure the greenhouse gas (GHG) emissions of municipal buildings, identify and evaluate emission reduction opportunities, and integrate these results into the City of Saint John's asset management program. As part of the study, a series of methodologies and templates will be generated to facilitate the performance of field inspections, and streamline the analysis and reporting of audit results.

A screening approach is prescribed with major GHG emitting facilities being selected based on energy consumption estimates and square footage thresholds. These facilities will undergo a complete identification and inspection of components, analysis of energy and GHG emissions, identification of improvement initiatives, calculation of energy savings and GHG emission reduction potential, and full life-cycle cost analysis of selected initiatives. The remaining facilities will undergo a simplified desktop analysis, relying on results of the detailed studies.

This study will support the City's goal of establishing a fully integrated asset management plan, allowing for GHG emission data to be considered as part of the overall decision-making process for facilities. Consideration will be made in this study to integrate collected data and results into the asset inventory and management plan. Additionally, this study will be integrated with the existing risk management framework and proposed climate change adaptation plan, all of which are included in the asset management program.

In addition to reducing GHG emissions, the results of this study will contribute to the City's strategy to ensure municipal assets are managed in an effective, safe, and reliable manner to enable City staff to provide exceptional service in a socially, environmentally, and economically sustainable manner. The opportunities identified through the detailed audits will stimulate the local economy using local contractors, increase the municipality's financial sustainability by reducing energy consumption costs, improve visitor and staff health by improving indoor air quality and ventilation and will reduce the municipality's dependence on fossil fuels.

Project Start Date	Project End date
01/AUG/2018	01/MAY/2020

WORK PLAN AND BUDGET - MCIP Plans and Studies					
<b>Lead Applicant:</b>	City of Saint John				
<b>Project title:</b>	GHG emission reduction study of municipal buildings				
Phases	Start date:	End date:	Eligible Expenditure (\$)	Ineligible Expenditure (\$)	Total Expenditure (\$)
<b>Phase 1: <i>Project definition and methodology</i></b>	01/AUG/18	01/FEB/19			
<b>Milestone:</b> <i>List of facilities and completed methodology/templates</i>					
Project initiation meeting			2,500		2,500
Selection of facilities to audit			1,500		1,500
Development of audit methodology and templates			16,000		16,000
<b>Phase 1 Subtotals</b>			<b>\$20,000</b>	<b>\$0</b>	<b>\$20,000</b>
<b>Phase 2: <i>Site visits and data collection</i></b>	01/FEB/19	01/AUG/19			
<b>Milestone:</b> <i>Completed site visits and data collections</i>					
Conduct site visits and data collection of 20 - 30 facilities			85,500		85,500
<b>Phase 2 Subtotals</b>			<b>\$85,500</b>	<b>\$0</b>	<b>\$85,500</b>
<b>Phase 3: <i>Analyze data, identify and evaluate opportunities and report</i></b>	01/MAY/19	01/MAY/20			
<b>Milestone:</b> <i>Final report</i>					
Analysis of data/identify saving opportunities			23,000		23,000
Calculate energy savings and GHG emission reduction potential			20,500		20,500
Life-cycle costing and payback analysis			27,000		27,000
Reporting and benchmarking			16,000		16,000
<b>Phase 3 Subtotals</b>			<b>\$86,500</b>	<b>\$0</b>	<b>\$86,500</b>
<b>Total Expenditures</b>			<b>\$192,000</b>	<b>\$0</b>	<b>\$192,000</b>

<b>Total Eligible Expenditures</b>	<b>\$192,000</b>
------------------------------------	------------------

## Schedule A

### SCHEDULE A – VERSION 2

#### **Part 3 Reporting Requirements and Project Deliverables**

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of each report is as provided in Part 2 of Schedule C.

<b>Name of Report</b>	<b>Due Date:</b>	<b>Content</b>
Initial Climate Maturity Scale	within five days of signing the contract	Self-assessment of your organization's institutional readiness and progress in mitigating/adapting to climate change.  Refer to Schedule C Part 2 for more details.
Progress Report: Phase 1&2	01/AUG/2019	<ul style="list-style-type: none"><li>- Selection of facilities to audit</li><li>- Audit methodology</li><li>- Report on site visits and data collection of 20 - 30 facilities</li></ul>
Final Study	01/MAY/2020	<ul style="list-style-type: none"><li>- Energy savings and GHG emission reduction potential</li><li>- Life-cycle costing and payback analysis</li><li>- Reporting and benchmarking</li></ul>
Final Climate Maturity Scale, and Completion Report	01/JUN/2020	Refer to Schedule C part 2

## **Schedule B**

### SCHEDULE B – VERSION 2

#### **Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of one hundred twenty-five thousand dollars (\$125,000); or

eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

**Schedule B**

**SCHEDULE B – VERSION 2**

**Part 2 Particulars of the Sources of Funding**

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

<b>Funding source</b>	<b>Description</b>	<b>Confirmed (Y/N)</b>	<b>Date committed DD-MM-YYYY</b>	<b>Amount (\$)</b>	<b>% of total budget</b>
<b>FCM Grant</b>	Grant	Y	19-04-2018	\$125,000	65%
<b>City of Saint John</b>	Cash	Y	08-01-2018	\$67,000	35%
<b>Total funding:</b> <b>[Must equal budget total expenditures]</b>				<b>\$192,000</b>	<b>100%</b>

<b>Budget total expenditures</b>	<b>\$192,000</b>
<b>Budget total Eligible Expenditures</b>	<b>\$192,000</b>



## Schedule B

### SCHEDULE B – VERSION 2

#### **Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/ERR/Final Report and a Request for Contribution.

The Milestone Report/ERR/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
Initial Climate Maturity Scale	-	-	-	-
Progress Report: Phase 1&2	01/AUG/2019	<b>02/SEP/201</b>	<b>\$84,400</b>	<b>67%</b>
Final Study	01/MAY/2020	-	-	-
Final Climate Maturity Scale, and Completion Report	01/JUN/2020	<b>01/JUL/2020</b>	<b>\$40,600</b>	<b>33%</b>

#### **Period of Funding.**

The Period of Funding is defined as the period between Project Start Date and 90 days after the Project End Date as set out in Part 2 of Schedule A and no later than February 28, 2021.

**Schedule C**

SCHEDULE C PART 4– VERSION 2

**Part 4 Eligible Activities and Expenditures**

**Eligible expenses must be incurred after the Eligible Expenditure Date of August 1<sup>st</sup>, 2018.**

**Eligible Activities**

Expenditure Category	Eligible Expenditures	Ineligible Expenditures
<p><b>1) Pre-application</b></p>	<p>N/A</p>	<ul style="list-style-type: none"> <li>• Any expenditure incurred prior to FCM's eligible expenditure date.</li> <li>• Expenditure of developing this proposal or application.</li> </ul>
<p><b>2) Administrative and Overhead Expenditures</b></p>	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> <li>• Communication expenditures (e.g. long-distance calls or faxes).</li> <li>• Permits or certifications required for the project.</li> <li>• Outsourced printing or photocopying.</li> <li>• Acquisition of documents used exclusively for the project.</li> <li>• Document translation.</li> <li>• Transportation, shipping, and courier expenditures for delivery of materials essential for the project.</li> <li>• Design and production of communication products to promote project outcomes and benefits to the public.</li> <li>• Advertising, website development, project education materials or expenditures to disseminate project communications products.</li> <li>• Public engagement expenditures, such as surveys, web tools, other materials.</li> </ul>	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> <li>• Office space, real estate fees and supplies.</li> <li>• Financing charges and interest payments.</li> <li>• Promotional items.</li> <li>• Hospitality expenses (food and drink, alcohol, entertainment, etc.).</li> </ul>

<b>3) Capital Expenditures</b>	<ul style="list-style-type: none"> <li>• Specialized system hardware.</li> <li>• Software expenditures up to a maximum of \$25,000 will be accepted, unless otherwise approved by FCM.</li> <li>• <b>For Capital Projects only:</b> Expenditures essential for conducting the project. This would include construction expenditures, materials, renovation and modernization expenditures, and installations expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>• Purchase or lease of real estate.</li> <li>• Capital expenditures related to regular business activities and not a specific requirement of the project.</li> </ul>
<b>4) Equipment Rental</b>	<ul style="list-style-type: none"> <li>• Rental of tools and equipment.</li> <li>• Related operating expenditures such as fuel and maintenance expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>• Rental of tools or equipment related to regular business activities.</li> </ul>
<b>5) In-Kind</b>	N/A	<ul style="list-style-type: none"> <li>• Any goods and services received through donation</li> </ul>
<b>6) Meetings, Training Sessions, and Public Gatherings</b>	<ul style="list-style-type: none"> <li>• Expenditures associated with accessing reference materials such as standards, templates and toolkits.</li> <li>• Expenditures related to meetings and public gatherings that communicate the project to the public and that collect feedback: Examples: facility rental and audiovisual equipment</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>• Food and drink</li> <li>• Alcohol</li> <li>• Door prizes</li> <li>• Entertainment</li> <li>• Music</li> <li>• Decorations</li> <li>• Flowers, centerpieces</li> <li>• Etc.</li> </ul>
<b>7) Professional and/or Technical Services</b>	<ul style="list-style-type: none"> <li>• Fees for professional or technical consultants and contractors, incurred in support of eligible activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Expenditures associated with regular business activities not related to the project.</li> <li>• Legal fees.</li> </ul>
<b>8) Staff Remuneration</b>	<ul style="list-style-type: none"> <li>• Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ul style="list-style-type: none"> <li>a) 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 <u>excluding</u> overtime pay and bonuses.</li> <li>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows:</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• In-kind contribution of services.</li> <li>• Participant salaries.</li> <li>• Expenditures related to regular business activities</li> <li>• Overtime Pay</li> <li>• Bonuses / performance pay</li> <li>• Fringe benefits such as; <ul style="list-style-type: none"> <li>○ sick days</li> <li>○ pension plan</li> <li>○ any other fringe benefits not listed as eligible</li> </ul> </li> <li>• Costs related to ongoing or other business activities and</li> </ul>

	<p>i. 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</p> <p>ii. 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;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	<p>not specifically required for the project.</p> <ul style="list-style-type: none"> <li>• Staff wages while receiving training or attending learning events.</li> <li>• Professional membership fees or dues.</li> </ul>
<b>9) Supplies and Materials</b>	<ul style="list-style-type: none"> <li>• Supplies and materials required to undertake the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Expenditures related to regular business activities</li> </ul>
<b>10) Taxes</b>	<ul style="list-style-type: none"> <li>• The portion of Provincial/ Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.</li> </ul>	<ul style="list-style-type: none"> <li>• The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.</li> </ul>
<b>11) Travel and Accommodation</b>	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> <li>• Travel and associated expenses for implementing partners, guest speakers-and consultants to the extent that the travel and accommodation rates comply with the</li> </ul>	<ul style="list-style-type: none"> <li>• Any travel expense that is not paid in accordance with the Treasury Board of Canada guidelines</li> <li>• Any expenditure that is not necessary to conduct the project.</li> <li>• Participant honorariums.</li> </ul>

Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative.

[www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html](http://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html)

*Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.*

**Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.**