

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2025-21**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTRY OF NATURAL RESOURCES. (Zero Emission Vehicle Awareness Initiative Non-Repayable Contribution Agreement Amendment)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and his Majesty the King in right of Canada as represented by the Ministry of Natural Resources, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 10<sup>th</sup> day of April, 2025.

Original signed by:

\_\_\_\_\_  
Janet Horner, Warden

Original signed by:

\_\_\_\_\_  
Michelle Dunne, Clerk



## DEPARTMENT OF NATURAL RESOURCES

CONTRIBUTIONS IN SUPPORT OF CLEAN FUELS,  
TRANSPORTATION AND INDUSTRY

## ZERO EMISSION VEHICLE AWARENESS INITIATIVE

## AMENDMENT NO. 1 TO THE NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AMENDING AGREEMENT is made in duplicate

## BETWEEN:

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

## AND:

THE CORPORATION OF THE COUNTY OF DUFFERIN, a municipal corporation,  
incorporated under the laws of Ontario (the "Proponent").WHEREAS Canada and the Proponent entered into a Contribution Agreement signed by Canada on  
April 8, 2024 and by the Proponent on April 5, 2024 (the Agreement);

WHEREAS the Proponent is requesting an amendment to the Fiscal Year allocation,

AND WHEREAS Canada and the Proponent wish to amend the Agreement;

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

1. Paragraph 6.2 of the Agreement is revoked and replaced by the following:

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

<b>2024-2025</b>	<b>Nine Thousand eight hundred (\$9,800)</b>
<b>2025-2026</b>	<b>Thirty-Six Thousand Four Hundred (\$36,400)</b>

2. Paragraph 6.6 of the Agreement is revoked and replaced by the following:

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

<b>Canada:</b>	<b>Forty-Six Thousand Two Hundred Dollars (\$46,200)</b>
<b>Other Federal:</b>	<b>Zero Dollars (\$0)</b>
<b>Provincial:</b>	<b>Zero Dollars (\$0)</b>
<b>Territorial:</b>	<b>Zero Dollars (\$0)</b>
<b>Municipal:</b>	<b>Seventy-Three Thousand Six Hundred and Fifty Dollars (\$73,650)</b>
<b>Total Government Funding:</b>	<b>One Hundred Nineteen Thousand Eight Hundred Fifty (\$119,850)</b>

3. Schedule B is revoked and replaced by the attached Schedule B.
4. All other terms and conditions of the Agreement remain in full force and in effect.
3. This Amending Agreement comes into force when signed by the Parties.

IN WITNESS WHEREOF this Amending Agreement has been executed on behalf of **His Majesty the King in right of Canada** by an officer duly authorized by the Minister of Natural Resources and on behalf of the **Proponent**, by an officer duly authorized on its behalf

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

Original signed by:

Date

\_\_\_\_\_  
Anna van der Kamp  
Executive Director  
Transportation and Fuels Decarbonization Programs  
Fuels Sector

**THE CORPORATION OF THE COUNTY OF DUFFERIN**

Original signed by:

Date

\_\_\_\_\_  
Janet Horner  
Warden

Original signed by:

Date

\_\_\_\_\_  
Michelle Dunne  
Clerk

**SCHEDULE B****To the Agreement between****HIS MAJESTY THE KING IN RIGHT OF CANADA****And****THE CORPORATION OF THE COUNTY OF DUFFERIN****BUDGET AND ELIGIBLE EXPENDITURES**

1. Subject to the limitations set out in Article 6 (Contributions), Eligible Expenditures shall be associated with the execution of the various activities as described in Schedule A (Description of the Project)

<b>Approved Budget (\$)</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>TOTAL (\$)</b>
Canada (NRCan)	\$ 9,800	\$ 36,400	\$ 46,200
<b>ELIGIBLE EXPENDITURES</b>			
Professional services	\$ 27,550	\$ 36,400	\$ 63,950
Rental fees or leasing costs	\$ 600	\$ -	\$ 600
<b>Total Eligible Expenditures</b>	<b>\$ 28,150</b>	<b>\$ 36,400</b>	
<b>Total Eligible Expenditures</b>			<b>\$ 64,550</b>
<b>INELIGIBLE COSTS</b>			
<b>INELIGIBLE EXPENDITURES</b>			
Honoraria for Focus Groups for Needs Assessment	\$ 2,300		\$ 2,300
Catering	\$ 500		\$ 500
<b>Total Ineligible Expenditures</b>	<b>\$ 2,800</b>	<b>\$ -</b>	<b>\$ 2,800</b>
<b>IN-KIND COSTS</b>			
Staff time - year 1 (210 hours)	\$ 26,250	\$ -	\$ 26,250
Staff time - year 2 (210 hours)	\$ -	\$ 26,250	\$ 26,250
<b>Total In-kind Costs</b>	<b>\$ 26,250</b>	<b>\$ 26,250</b>	<b>\$ 52,500</b>
<b>Total Ineligible Costs</b>			<b>\$ 55,300</b>
<b>Total Project Costs</b>			<b>\$ 119,850</b>

<b>Source of Contributions:</b>	<b>Percentage (%)</b>	<b>Cash (\$)</b>	<b>In-Kind (\$)</b>	<b>Total (\$)</b>
Canada (NRCan)	39%	\$ 46,200	N/A	\$ 46,200
The Proponent	61%	\$ 21,150	\$ 52,500	\$ 73,650
<b>TOTAL</b>	<b>100%</b>	<b>\$ 67,350</b>	<b>\$ 52,500</b>	<b>\$ 119,850</b>

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

- In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however, they are not eligible for reimbursement.
- Overhead expenses directly related to the Project will be considered to a maximum of **fifteen percent (15%)** of total Eligible Expenditures.

When claiming overhead, the Proponent shall provide an explanatory note signed by the Chief Financial Officer or Duly Authorized Officer explaining the overhead expenditures that were incurred.

4. The Recipient will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at: <http://www.tbssct.gc.ca/psm-fpfin/pay-remuneration/travel-deplacements/menutavel-voyage-eng.asp>
2. Notwithstanding Article 25 (Amendments), provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to twenty percent (20%) of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

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