

NO: R182

COUNCIL DATE: November 20, 2023

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **November 9, 2023**

FROM: **General Manager, Engineering**

FILE: **0430-01**

SUBJECT: **Surrey City Energy Sewer Heat Recovery Project**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Receive this report for information;
2. Authorize the Mayor and City Clerk to execute a funding agreement with the Government of Canada for Surrey City Energy's Sewer Heat Recovery Project, provided it is substantially the same as that attached as Appendix "I" to this report; and
3. Authorize the Mayor and City Clerk to execute any forthcoming funding agreements with governmental agencies for the aforementioned project.

INTENT

The purpose of this report is to provide the Council with information about the infrastructure plans for the Surrey City Energy ("SCE") Sewer Heat Recovery Project (the "Project") and request that the Mayor and City Clerk execute a funding agreement related to this Project.

BACKGROUND

SCE operates the City's district energy system, providing low-carbon heat and hot water to City Centre. Staff are actively progressing the Project, a pivotal initiative aimed at reducing greenhouse gas ("GHG") emissions from both new and existing buildings. This Project aligns with the City's Climate Change Action Strategy and the Official Community Plan's target of achieving net-zero GHG emissions by 2050.

The Project centers around the design and construction of a 6-megawatt ("MW") renewable energy plant. This plant will generate heat by harnessing waste heat extracted from a Metro Vancouver regional trunk sewer. The project comprises four key components:

1. Sewage diversion and a lift station, responsible for conveying sewage from the regional trunk sewer to the adjacent Sewer Heat Recovery ("SHR") Facility;
2. The SHR Facility, which screens sewage and transfers heat from the sewage to an ambient temperature piping system;
3. A 2-kilometre piping system that transports the recovered heat from the SHR Facility to the West Village Energy Centre ("WVEC"); and
4. The 6 MW heat pump plant, situated at the existing WVEC.

Through this initiative, the City aims to provide heat and hot water with significantly lower GHG emissions to new buildings in City Centre. The service offered by this Project presents a straightforward and cost-effective solution for the City to fulfill forthcoming Provincial energy and GHG emissions standards anticipated for new buildings in City Centre.

DISCUSSION

In Spring 2023, the City completed the constructability and preliminary conceptual design for the Project. This study confirmed the optimal location of the SHR Facility, assessed feasible routing options for the piping route to City Centre, and identified retrofits required at WVEC to integrate heat pumps.

The Project is estimated to be \$64 million and the City has been successful in securing funding up to \$27 million from the following partners:

1. \$3.5 million through the Low Carbon Economy Fund from Environment and Climate Change Canada (2023);
2. Tentative \$4.7 million through the Investing in Canada Infrastructure Program's Green Infrastructure – Climate Change Mitigation Sub-Stream CleanBC Communities Fund (2021); and
3. Tentatively, up to \$19 million through Metro Vancouver Board Approval from the Greater Vancouver Sewerage and Drainage District (2022).

A copy of the funding agreement for the Low Carbon Economy Fund from Environment and Climate Change Canada is attached as Appendix "I" and is ready for execution. At a future date, staff plan to bring forward to Council a Memorandum of Understanding between Metro Vancouver and the City for up to \$19 million funding contribution from Metro Vancouver. Funding from the Investing in Canada Infrastructure Program's Green Infrastructure – Climate Change Mitigation Sub-Stream CleanBC Communities Fund is already approved and will be received so long as the project is complete by March 31, 2026.

Legal Services Review

This report has been reviewed by Legal Services.

CONCLUSION

This Project aligns with the City of Surrey's goal to become a zero-carbon, climate-resilient city by 2050.

Scott Neuman, P.Eng.
General Manager, Engineering

YY/cc

CHALLENGE FUNDING AGREEMENT REGARDING SEWER HEAT RECOVERY PROJECT

This Challenge Funding Agreement (the "Agreement") is made in duplicate as of the date of last signature (the "Effective Date").

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada ("Canada" or the "Minister")

AND **CITY OF SURREY**, continued or incorporated pursuant to the Community Charter [SBC 2003] c. 26. ("Recipient"),

WHEREAS

1. The Government of Canada announced in Budget 2016 and 2017 the Low Carbon Economy Fund of \$2 billion over five years to support provincial and territorial mitigation action under the Pan-Canadian Framework on Clean Growth and Climate Change and work towards transitioning Canada toward more sustainable economic growth and meeting or exceeding the Government of Canada's target under the Paris Agreement;
2. The Minister has established and is responsible for the Low Carbon Economy Challenge ("Program"), one of two funds under the Low Carbon Economy Fund;
3. This Agreement supports the objectives of the Government of Canada of reducing greenhouse gas emissions, transitioning to a low carbon economy and achieving clean growth outcomes;
4. The Government of Canada's contribution will enable the Recipient to invest in projects that will materially reduce greenhouse gas (GHG) emissions and generate clean growth in support of Canada's clean growth and climate action plans.
5. The Recipient has submitted to Canada a proposal for the funding of its Project as outlined in Schedule B of this Agreement, which qualifies for support under the Program; and,
6. Canada wishes to provide a financial contribution to the Recipient towards the Eligible Expenditures of the Recipient's Project in the manner and on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions pursuant to which Canada will provide funding to the Recipient towards the Eligible Expenditures of the Project that is described in Schedule B.

2. INTERPRETATION AND DEFINITIONS

2.1 INTERPRETATION

For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and,
- e) "include", "includes" and "including" shall not denote an exhaustive list.

2.2 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Subsection.

“Agreement” means this funding agreement with the Schedules listed below, and any amendment or amending agreement entered into by the Parties in accordance with the Agreement, which together form an integral part of this Agreement, and together constitute the entire Agreement between the Parties, superseding all previous funding agreements, documents, representations, negotiations, understandings, and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

“Agreement End Date” means September 30, 2026

“Agreement Oversight Committee” means the committee established in accordance with Subsection 6.2 of this Agreement.

“Asset” means any real or personal property or immovable or movable property acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

“Asset Disposal Period” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“Communications Activities” mean public (virtual or in-person) announcements such as events, press conferences, media briefings and interviews.

“Communication Products” mean messages published on web pages, social media platforms and other promotional materials or supports such as newsletters, flyers, reports, and, signs.

“Contract” means an agreement between the Recipient and a Third Party whereby the Third Party agrees to supply a product or service related to the Project in return for financial consideration.

“Costs” mean, for the purposes of Subparagraph 4.2 c) i. of the Agreement and Schedule A.2 of the Agreement, any and all costs incurred by the Recipient in the implementation of the Project associated with a withdrawn or cancelled Project, in whole or in part, including Eligible Expenditures incurred by the Recipient up to the date of withdrawal or cancellation, ineligible expenditures as outlined in said Schedule A.2 of the Agreement, and any other costs incurred by the Recipient associated with the withdrawal or cancellation including legal, auditing or other professional expenses.

“Declaration of Completion” means a declaration of Project completion in a format provided by and acceptable to Canada

“Effective Date” means the date on which the last Party to sign this Agreement signed it.

“Eligible Expenditures” means those costs incurred by the Recipient between the Effective Date and the Project Completion Date that are directly related to the Project and which are considered eligible by Canada, as set out in Schedule A.1 of the Agreement.”

“Final Claim Date” means June 30, 2026

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Incrementality” means that 1) federal funding received under the Program does not displace the Recipient’s spending on Project funded by the Program, and 2) greenhouse gas (GHG) emissions reductions would be achieved relative to existing, planned or announced programming where GHGs are already counted.

“Individual Communications” mean activities or products where the Recipient is responsible for the content production, publication and distribution such as content on organizational web pages, social media platforms and other promotional content. The Recipient is the lead organizer for its own Individual Communications

“In-Kind Contribution” means non-monetary contributions of goods, services or other support provided by the Recipient or to the Recipient for the Project, for which fair market value is assigned but for which no payment occurs.

“Joint Communications” mean activities or products where both Parties participate in

the creation and execution of material or events such as funding announcements, media events and press releases. Canada shall be the lead organizer for all Joint Communications.

“**Materials**” mean the Project description and related information in Schedule B to this Agreement as well as all other information and documents that are required to be provided by the Recipient to Canada pursuant to this Agreement, such as reports, payment requests, audit and evaluation reports, declarations, and compliance certificates.

“**Parties**” means Canada and the Recipient collectively and “**Party**” means anyone of them.

“**Program**” means the federal Low Carbon Economy Challenge, one of two funds under the Low Carbon Economy Fund.

“**Program Information Management System**” or “**System**” means a secure, self-contained, collaborative Web application developed and owned by Canada for the management and monitoring of federal funding agreements, or any successor application.

“**Project**” means the project outlined in Schedule B to this Agreement and approved for funding by Canada prior to the signing of this Agreement, and includes any subsequent changes to the Recipient’s Project which may form part of this Agreement in accordance with Subsection 4.5 of this Agreement. A project is a set of one or more Project Components that is functionally distinct in terms of implementation, outcomes, budget, and work plan. Projects can include different Components at different sites, as long as there is one site owner and the project activities are located within a single province or territory.

“**Project Completion Date**” means the date upon which all funded activities of the Project under this Agreement have been completed and performed, which date shall be no later than March 31, 2026.

“**Project Component**” means a specific action or intervention targeted at reducing, removing, or storing GHGs. It may include modifications to existing production, process, consumption, service, delivery or management systems, as well as the introduction of new systems. Project Components must be distinct in both GHG emissions reductions and expenditures.

“**Project Sub-Component**” means the specific events/milestones that forms a Component of the project with a defined set of actions or steps, start and end dates, and costs that are required for project planning, execution, monitoring & control or closure. Project Sub-Components represent sequential actions or steps intended to be completed to implement the Components of the Project as it is outlined in the Funding Agreement.

“**Third Party**” means any person or organization, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means funding from all sources, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

2.3 SCHEDULES

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

- Schedule A – Eligible and Ineligible Expenditures
- Schedule B – The Project
- Schedule C – Reporting Requirements
- Schedule D – Certificate(s) of Compliance for Payment Requests
- Schedule E – Communications Protocol
- Schedule F – Declaration of Completion

3. TERM OF THE AGREEMENT

This Agreement shall come into effect on the Effective Date and shall expire on the Agreement End Date, unless it is terminated earlier in accordance with the terms of this Agreement.

4. OBLIGATIONS OF THE PARTIES

4.1 OBLIGATIONS OF CANADA

- a) Canada shall pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.3 of Schedule B.
- b) If Canada's total contribution towards the Project exceeds five point four percent (5.4%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project towards Eligible Expenditures and participating in the Agreement Oversight Committee, if established in accordance with Subsection 6.2 of this agreement. Canada shall have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator in relation to the Project.

4.2 OBLIGATIONS OF THE RECIPIENT

- a) The Recipient is entirely responsible for the complete, diligent, and timely performance of its obligations under this Agreement and implementation of the Project and shall carry out the Project within the expenditures and deadlines specified in this Agreement, in accordance with the terms and conditions of this Agreement.
- b) The Recipient shall comply with all applicable federal and provincial/territorial laws and regulations, municipal by-laws, orders and rules and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.
- c) The Recipient shall be entirely responsible for:
 - i. any Costs,
 - ii. any expenditure overruns related to the Project,
 - iii. expenditures associated with a change to the Project that is not approved by Canada notwithstanding section 4.5 b); and,
 - iv. any costs related to the Project that do not meet Incrementality.
- d) The Recipient acknowledges that Canada's Program funding is not intended to replace or displace existing sources of funding for the Project.
- e) The Recipient acknowledges that Canada's Program funding is and remains the sole source of funding from the Low Carbon Economy Fund for the Project.
- f) The Recipient shall inform Canada promptly of the Total Financial Assistance received or due for the Project.
- g) The Recipient shall repay to Canada any amount received from Canada under this Agreement that is not paid towards Eligible Expenditures, such as ineligible expenditures as set out in Schedule A.2 to this Agreement, unexpended funding, and overpayments made under this Agreement. The Recipient shall also repay to Canada any amount received from Canada for Costs.
- h) The Recipient shall ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- i) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be subject to compensation or set-off by Canada in accordance with Section 20 of this agreement.
- j) If at any time during the term of this Agreement, the Recipient becomes aware of a fact or event that may compromise or delay wholly, or in part, the Project, or of a planned change to the legal status of the Recipient, the Recipient shall notify Canada

and inform the Agreement Management Committee, if established, within no more than ten (10) business days of becoming aware of that fact or event.

- k) Upon Canada's request during the term of the Agreement, the Recipient shall promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B of this Agreement.
- l) The Recipient shall participate in the Agreement Management Committee, if established in accordance with Subsection 6.2 of this Agreement.
- m) The Recipient shall provide access to Canada to the Project site(s) to conduct site visits upon Canada giving the Recipient reasonable notice of the visit, which notice shall not be less than twenty (20) business days.
- n) The Recipient agrees to forego any ownership rights to greenhouse gas ("GHG") emissions reductions, avoidances or removals ("reductions") arising directly from the Project, as a result of Canada's funding under this Agreement. Furthermore, the Recipient shall not seek eligibility for these GHG reductions under existing or future offset credit programs. Notwithstanding, the Recipient shall maintain a record of the GHG reductions arising directly from the Project and report them to Canada in accordance with this Agreement. For clarity purposes, nothing in this paragraph affects the Recipient's ability to claim credits or allowances that the Recipient may generate or benefit from as a result of reduced compliance obligations under existing or planned carbon pricing or cap-and-trade systems for GHG emissions.

4.3 PAYMENTS SUBJECT TO AN APPROPRIATION

Pursuant to section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of monies under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

Notwithstanding any other provision of this Agreement, Canada may reduce or cancel its financial contribution to the project in the event that departmental funding levels are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels its financial contribution the maximum amount payable pursuant to Paragraph 4.1 a) of this Agreement shall be reduced accordingly. Canada shall promptly advise the Recipient in writing of any reduction or termination of funding once it becomes aware of any such situation. Canada shall not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or extra contractual liability, or otherwise, arising from any such reduction or termination of funding.

4.4 FISCAL YEAR BUDGETING

- a) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount per Fiscal Year set out in Schedule B.3 and B.4 of Schedule B, the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 4.3 of this Agreement, Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding shall require appropriation adjustments or federal Crown approvals. Notwithstanding Section 39 of this Agreement, where Canada has approved the Recipient's reallocation request, Canada shall inform the Recipient of its approval in writing, which approval shall give effect to the amended Schedule B.3 of Schedule B to this Agreement.
- b) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's funding payable pursuant to Paragraph 4.1 a) may be reduced by the amount of the requested re-allocation. If the funding payable by Canada pursuant to Paragraph 4.1 a) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and

conditions of this Agreement as appropriate.

4.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) The Recipient agrees that any change to the Project shall require Canada's approval.
- b) In order to seek Canada's approval, the Recipient shall notify Canada by submitting to Canada a written request for the proposed change to the Project. The Recipient shall also provide to Canada information in support of the requested change within twenty (20) days of the date of the Recipient's submitted request.
- c) The Recipient shall provide, at Canada's request and to Canada's satisfaction, any additional information related to the proposed change to the Project within the timeline requested by Canada, which shall be reasonable.
- d) If Canada has approved a change to the Project and has determined that the change is significant, the Parties' signatories to this Agreement shall sign a corresponding amending Agreement to this Agreement in order to give the change effect. Notwithstanding Section 39 of this Agreement, if Canada has approved a change and has determined that the change is minor in nature, Canada shall inform the Recipient of its decision in writing to give the change effect.

4.6 INABILITY TO COMPLETE PROJECT WITHIN ANTICIPATED PROJECT EXPENDITURES AND FUNDING

If, at any time during the term of this Agreement, one of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party having determined this is the case shall immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient shall, within twenty (20) business days of a request from Canada, provide a summary of the measures that the Recipient proposes to undertake to remedy the shortfall. If Canada is not satisfied that the measures proposed shall be adequate to remedy the shortfall, then Canada may, without limiting any other rights or remedies it may have at law, exercise any one of the remedies listed in Section 16 of this Agreement.

4.7 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one of the Parties determines that it will not be possible to complete the Project for any reason, the Party having determined this is the case shall immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient shall, within thirty (30) business days of a request from Canada, provide a summary of the measures that the Recipient proposes to undertake to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then Canada may, without limiting any other rights or remedies it may have at law, declare a default pursuant to Section 15.

4.8 CONDITION PRECEDENT

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. the Recipient demonstrates to the satisfaction of Canada, within forty-five (45) business days of the Effective Date of this Agreement, that it has secured the funds necessary to complete the Project.

- b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Paragraph 4.8 a) of this Agreement, Canada may terminate this Agreement at any time. Canada shall not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or extra contractual liability, or otherwise, arising from the termination of this Agreement.

5. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter and execute this Agreement as duly authorized by the Authorized Signatory By-law, 2009, No. 16895;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) All activities in the Project shall meet Program objectives (i.e. supports the deployment of climate mitigation projects to reduce greenhouse gas emissions) and shall not lead to an increase in greenhouse gas emissions;
- g) The Project does not overlap with, and is not duplicative of, another project that is funded by the Program;
- h) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- i) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- j) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient shall inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and,
- k) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

6. AGREEMENT OVERSIGHT

6.1 AGREEMENT OVERSIGHT REPRESENTATIVES

- a) The Parties have an obligation to appoint a representative from their respective organization for the ongoing administration of the Agreement.
- b) Each Party shall notify the other of the appointment within twenty (20) business days of the Effective Date of the Agreement. Any change to the appointment shall be communicated to the other Party in writing within twenty (20) business days of the change.
- c) The Recipient's representative, or their designated alternate, shall have decision-making authority related to the Project and be available within no more than ten (10) business days to provide Canada with information pertaining to the progress of the Project, including Project Components, expenditures, communication events, and any other relevant information as required under this Agreement.

6.2 AGREEMENT OVERSIGHT COMMITTEE

Canada may, at its discretion, establish an Agreement Oversight Committee to monitor this Agreement. The Parties shall use the terms of reference for the Agreement Oversight

Committee developed by Canada and each Party shall appoint a representative from their respective organization to participate on the Agreement Oversight Committee. Canada shall determine the mandate of the Agreement Oversight Committee.

7. PROCUREMENT OF GOODS AND SERVICES

7.1 AWARDING OF CONTRACTS

- a) The Recipient shall ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

7.2 CONTRACT PROVISIONS

The Recipient shall ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party shall keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and,
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, shall at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and shall have free access to the Project sites and to any Project-related documentation relevant for the purpose of audit.

8. IMPACT ASSESSMENT

- 8.1 The Recipient represents and warrants that the project is not a “designated project” as defined in section 2 of the *Impact Assessment Act (IAA)* and is not a “project” as defined in section 81 of the *IAA*.
- 8.2 Canada’s funding under this Agreement is conditional upon Canada being satisfied that Canada’s obligations, if any, under the *IAA* and applicable agreements between Canada and Indigenous groups are met.”

9. INDIGENOUS CONSULTATION

Canada’s funding is conditional upon Canada meeting any legal duty to consult, and if applicable any obligation to accommodate Indigenous groups, Canada may itself have in relation to the Project.

10. CLAIMS AND PAYMENTS

10.1 PAYMENT CONDITIONS

- a) Canada shall not pay interest for failing to make a payment under this Agreement.
- b) Canada shall not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada shall not pay any claims until the requirements under Subsection 4.8 a), and

Sections 8 and 9, if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

- d) Canada shall not pay any claims until the reporting requirements under Schedule C of this Agreement are met and Canada has accepted the information, and any audit requirements in Section 12 of this Agreement and any communications requirements outlined in Schedule E are met at the time the claim is submitted to Canada.
- e) Canada shall make a payment upon review and acceptance of a request for payment, subject to the terms and conditions of the Agreement.

10.2 PROGRESS CLAIMS

- a) In each Fiscal Year, the Recipient shall submit to Canada quarterly requests for payment, unless otherwise agreed to by Canada, covering the Recipient's Eligible Expenditures in a format provided by and acceptable to Canada. Each request for payment must include the following:
 - i. a Certificate of Compliance for Payment Requests in a format provided by and acceptable to Canada, regarding the claimed Eligible Expenditures. Each request for payment and Certificate of Compliance for Payment Requests shall be signed by the Chief Financial Officer or delegated Financial Officer, designated in writing by the Recipient, confirming that the claimed Eligible Expenditures were incurred;
 - ii. a breakdown of Eligible Expenditures claimed in the form provided by Canada, and any supporting documentation, including detailed invoices and/or any other documentation required for Eligible Expenditures claimed that is satisfactory to Canada; and,
 - iii. any reporting due in accordance with Schedule C to this Agreement.
- b) Canada shall make a payment upon review and acceptance of a request for payment, subject to the terms and conditions of this Agreement.

10.3 FINAL CLAIM

The Recipient shall submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a format acceptable to Canada. The final claim shall include:

- a) a breakdown of Eligible Expenditures claimed in the format provided by and acceptable to Canada, and any supporting documentation, including detailed invoices and/or any other documentation required for Eligible Expenditures claimed that is satisfactory to Canada;
- b) a completed Declaration of Completion and any reporting due in accordance with Schedule F to this Agreement;
- c) a final report which meets the requirements outlined in Schedule C.2;
- d) upon request by Canada, provided by and in a format acceptable to Canada; and,
- e) additional documentation

10.4 FINAL ADJUSTMENTS

Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

10.5 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to twenty five percent (25%) of its contribution towards Eligible Expenditures claimed under this Agreement. Any amount withheld by Canada shall be

released when the final adjustments have been completed under Subsection 10.4 and the Recipient fulfills all its obligations under this Agreement.

10.6 DECLARATION OF COMPLETION

- a) Prior to signing the Declaration of Completion, the Recipient shall request Canada's written confirmation of the list of relevant documents that the Recipient shall provide with its Declaration of Completion.
- b) The Declaration of Completion must be signed by an authorized official of the Recipient that is deemed acceptable by Canada, and it must list all relevant documents that Canada deemed to be necessary in its written confirmation to the Recipient.

10.7 PROGRAM INFORMATION MANAGEMENT SYSTEM

- a) The Recipient shall use the System, or any other process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including but not limited to Sections 10, 11 and 12.
- b) The System will be available to the Recipient in both official languages and the Recipient can report in the official language of its choice. Modifications and improvements to the System shall be made by Canada at its own expense. Canada hereby grants to the Recipient the right to use the System for the purposes herein described. All intellectual property rights in the System vest in Canada.
- c) Subject to Canada's approval, the Recipient may fulfill the requirements outlined in this Subsection by using an alternate approach that may include a paper-based documentation system.

11. REPORTING

- a) The Recipient shall comply with and complete the Project and performance reporting requirements outlined in Schedule C to this Agreement.
- b) The Recipient shall submit a progress report to Canada on a semi-annual basis, at minimum. Unless otherwise agreed to by Canada, the Recipient shall submit the first report no later than October 30 covering the period from April 1 to September 30, and a second report no later than June 30 covering the period from October 1 to March 31 in a format provided by and acceptable to Canada and in accordance with Schedule C.1. Canada reserves the right to request more frequent progress reporting, such as quarterly reports, or any information relevant to the Project.
- c) The Recipient shall submit to Canada a final report in a format provided by and acceptable to Canada, with the final claim in accordance with Schedule C.2.

12. AUDIT AND EVALUATION

12.1 RECIPIENT AUDIT

- a) Canada may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without restriction, compliance with the financial provisions, during the term of this Agreement and up to six (6) years after the Agreement End Date. Canada may direct that an audit be carried out by an independent accredited auditor or other representative appointed by Canada. The Recipient shall cooperate with Canada's representatives, employees, or contractors relative to any such audit, providing at no cost reasonable and timely access to the Project sites, the Recipient's facilities, and any Project-related documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement. Canada shall bear the costs of audits undertaken pursuant to this clause.
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement at the Project or Program level, and to provide Canada with all relevant audit reports.

12.2 AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, to the extent permitted by law and after notification to the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the federal *Auditor General Act* respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement. The Recipient shall cooperate with the Auditor General and his or her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records, and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

12.3 CORRECTIVE ACTION

Without prejudice to Canada's right to exercise any remedy available by law or pursuant to this Agreement as a result of a default on the part of the Recipient, where an audit of the Recipient reveals an element of non-compliance with the terms and conditions of this Agreement, or if the Recipient denies access to documents, records, or premises, or fails to provide the necessary cooperation or assistance to conduct an audit, the Recipient may be required to develop and provide Canada with a plan of corrective action within twenty (20) business days of receiving notice of the non-compliance. Such a plan must outline the procedures to enact corrective measures that are acceptable to Canada, and must be accompanied by a written undertaking on the part of the Recipient to implement the plan.

12.4 RECORD KEEPING

The Recipient shall keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.5 EVALUATION

Canada may engage in an evaluation of the Program for the purposes of assessing its continued relevance and impact. The Recipient shall cooperate with the work carried out by Canada, its representative, employees, or contractors relative to any such evaluation and agrees to provide Project-related information to Canada, at no cost to Canada, over the term of this Agreement and up to one year after the Agreement End Date. Canada shall pay the expenditures of evaluations undertaken pursuant to this Subsection. All evaluation results may be made available to the public.

13. INTELLECTUAL PROPERTY

- a) All intellectual property rights in any materials or works ("Materials") that arise out of or under this Agreement shall be owned by the Recipient or by a third party, as set out in an agreement between the Recipient and such third party.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada shall assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a non-exclusive, unconditional, fully-paid and royalty-free, perpetual, worldwide, and irrevocable licence to use and exercise all intellectual property rights in the Materials that vest in the Recipient under Paragraph 13 a) of this Agreement, for any public purpose except commercial exploitation in competition with the Recipient. Canada's licence includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute and broadcast the intellectual property.

14. ASSETS

- a) Notwithstanding any other provision of this Agreement, the Recipient shall preserve, maintain, and use any Assets for the purposes of the Project, and shall not dispose of

any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.

- b) Unless otherwise agreed to by Canada, upon alternate use, lease or disposal of any Asset, including selling, encumbering or charging of an Asset, whether directly or indirectly, during the Asset Disposal Period, the Recipient shall reimburse Canada, as determined by Canada, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

15. DEFAULT

Canada may declare a default under this Agreement if any of the following events occur:

- a) the Recipient has not complied with one or more of the terms or conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or has made a false or misleading representation in respect of the Project or any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;
- e) the Recipient becomes insolvent, commits an act of bankruptcy, has a bankruptcy order made against it, makes an assignment to the benefit of creditors, takes the benefit of a statute relating to bankrupt and insolvent debtors, goes into receivership or bankruptcy, ceases to actively carry on a business, or is wound up or dissolved.

16. REMEDIES ON DEFAULT

16.1 If Canada declares an event of default has occurred, then Canada may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more of the following remedies:

- a) where Canada determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, the Minister reserves the right to send a written notice of default to the Recipient specifying a cure period of no fewer than twenty business (20) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide to Canada with proof of the cure within that delay;

if the Recipient fails to cure the default and provide Canada with proof of cure within the specified period, Canada may give the Recipient written notice of termination of this Agreement, and require the Recipient to reimburse all or part of Canada's contribution disbursed, with interest, calculated in accordance with the *Interest and Administration Charges Regulations*, from the date of demand for reimbursement, and also to exercise any other remedy provided by law that Canada deems appropriate;
- b) suspend the payment of any amount in respect of Canada's contribution, regardless of whether the amount is owing prior to or after the date of such suspension; or,
- c) immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient, and also to exercise any other remedy provided by law that Canada deems appropriate, including requiring the Recipient to reimburse all or part of the Canada's contribution disbursed, with interest, calculated in accordance with the *Interest and Administration Charges Regulations*, from the date of demand for reimbursement.

16.2 Notwithstanding this Section of the Agreement, the occurrence of an event of default listed in Paragraph 15 d) shall automatically trigger a default under this Agreement, without any further notice to the Recipient.

17. TERMINATION FOR CONVENIENCE

At any time before the completion of the Project, Canada may, by giving notice in writing to the Recipient, terminate this Agreement. The notice of termination shall give the Recipient twenty (20) business days prior notice of the termination. Subject to the maximum amount of Canada's contribution and the terms, conditions, and limitations of this Agreement, Canada shall reimburse the Recipient for reasonable Eligible Expenditures incurred by the Recipient for the purpose of the Project up until the end of the said notice period, including any reasonable expenditures incurred related to the termination of the Agreement. The Recipient shall cause any Contracts related to the Project, including employment Contracts when feasible, to be on terms that will minimize its own cancellation costs and Canada's costs.

18. LIMITATION OF LIABILITY AND INDEMNIFICATION

18.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, agents or mandataries.

18.2 LIMITATION OF LIABILITY

In no event shall Canada, its officials, servants, employees or agents be held liable for any damages in contract, tort (including negligence), extra contractual liability or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights,
- b) any damage to or loss or destruction of property of any Person, or,
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, lease or other long term obligation,

in relation to this Agreement or the Project.

18.3 INDEMNIFICATION

The Recipient shall at all times indemnify and save harmless Canada, and its officials, servants, employees, and agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence), extracontractual liability or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights,
- b) any damage to or loss or destruction of property of any Person, or,
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, lease or other long term obligation,

in relation to this Agreement, or the Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by a servant, an employee or agent of Canada in the performance of his or her duties.

19. DISPUTE RESOLUTION

- a) The Parties shall keep each other informed of any issue that could be contentious by providing written notice as well as information relevant to the issue to the other Party. The Parties shall, in good faith and reasonably, make best efforts to resolve the issue and shall have twenty (20) business days following receipt of a notice during which to examine and discuss the issue with a view to resolving it. Following the twenty (20) business day period, the Parties shall have no more than fifteen (15) business days

during which to come to a decision with respect to the issue.

- b) Any payments related to the issue in dispute shall be suspended, together with the obligations related to such issue, pending resolution.
- c) The Parties agree that nothing in this section shall affect, alter or modify the rights of Canada to terminate this Agreement.

20. RIGHT OF SET-OFF OR COMPENSATION

Without limiting the scope of the set-off or compensation rights available to the federal Crown at common law or in the *Civil Code of Québec (S.Q., 1991, c. 64)*, under the *Financial Administration Act (R.S.C., 1985, c. F-11)* or otherwise, Canada may:

- a) set-off or seek compensation against any portion of the contribution that is payable to the Recipient pursuant to this Agreement, any amount that the Recipient owes to the federal Crown under legislation or any other agreement of any kind; and
- b) set-off or seek compensation against any amounts that are owed to Canada by the Recipient, any amount that is payable by the federal Crown under legislation or any other agreements of any kind to the Recipient.

21. DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient shall constitute a debt due to the federal Crown, which the Recipient shall reimburse to Canada forthwith on demand.

22. INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient shall accrue interest in accordance with the federal *Interest and Administrative Charges Regulations (SOR/96-188)*.

23. DECLARATION OF NO PRINCIPAL-AGENT, EMPLOYER-EMPLOYEE CLAUSE

Nothing contained in this Agreement creates or is to be construed as creating the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Recipient shall not represent itself (including in any agreement with a Third Party), as an agent, employee, or partner of the Minister or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee, or partner of the Minister.

24. CONFLICT OF INTEREST

The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Environment and Climate Change Canada Values and Ethics Code, the Values and Ethics Code for the Public Sector, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

25. NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient shall take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

26. ACCESS TO INFORMATION ACT AND PRIVACY ACT

Subject to the Access to Information Act (R.S.C., 1985, c. A-1) and the Privacy Act (R.S.C., 1985, c. P-21), all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the relevant act. Where a copy of Indigenous knowledge used by the Recipient in preparing a report or other documentation information is provided to Canada, this knowledge is subject to the Access to Information Act and can only be withheld from disclosure if it falls within exemptions from disclosure provided under that act or relevant provisions under other legislation.

27. OFFICIAL LANGUAGES

All public information documents related to the Project prepared by or paid in whole or in part by Canada must be made available in both official languages, when Canada determines that this is required under the *Official Languages Act* (R.S.C., 1985, c. 31 [4th Supp.]). Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au projet doit être offert dans les deux langues officielles, lorsque le Canada le juge pertinent, conformément à la *Loi sur les langues officielles* (L.R.C., 1985, ch. 31 (4^e suppl.)).

28. LANGUAGE OF CONTRIBUTION AGREEMENT

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

29. LOBBYISTS

The Recipient shall ensure that a person lobbying, as described in the federal *Lobbying Act* (R.S.C., 1985, c. 44 [4th Supp.]), on the Recipient's behalf is compliant with that Act and has not received, and will not receive, any payment, directly or indirectly, from the Recipient that is in whole or in part contingent on the Recipient obtaining this Agreement.

30. WAIVER

Canada may waive any condition to Canada's benefit upon giving written notice to the Recipient. Failure by either Party to exercise any of its rights, powers, or remedies under this Agreement shall not constitute a waiver of such right, power, or remedy. Any exercise of a right, power, or remedy shall not prevent the Minister in any way from later exercising the same or any other right, power, or remedy under this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of British Columbia

32. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

33. NOTICES

a) Any notice, information or required documentation provided for under this Agreement shall be sent in writing or by any method of telecommunication, and unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Director General
Programs Directorate

Climate Change Branch
Environment and Climate Change Canada
200 Boulevard Sacré-Cœur
Fontaine Building
Gatineau, QC
K1A 0H3

To the Recipient:

Jason Owen
Manager, Sustainability and Energy Services
City of Surrey
13450 104 Ave
Surrey, BC
V3T 1V8

or to such other address or addressed to such other person as one of the Parties designates in writing to the other Party.

- b) Notices, requests, and documents are deemed to have been received if sent by registered mail when the postal receipt is acknowledged by the other Party, by electronic mail when transmitted and receipt is confirmed, and by messenger or specialized courier agency when delivered.

34. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

35. ENTIRETY OF CONTRIBUTION AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking, or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

36. SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the expiry or early termination of this Agreement shall survive the expiry or early termination until such a time as they have been satisfied or they have, by their nature, expired.

37. ASSIGNMENT OF THE CONTRIBUTION AGREEMENT

This Agreement or any payment, rights or obligations thereunder, shall not be assigned, in whole or in part, without Canada's prior written consent. Any assignment made without such prior written consent is void and of no effect and resolves the assignment.

38. COMMUNICATIONS

- 38.1** The Parties shall comply with the Communications Protocol in Schedule E to this Agreement.
- 38.2** The Recipient shall acknowledge Canada's contribution in any public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.
- 38.3** The Recipient acknowledges and agrees that the following may be made publicly available by or on behalf of Canada:
 - a) its name, the amount provided by Canada, and the general nature of the Project; and,

b) any evaluation or audit report and other reviews related to this Agreement.

38.4 The Recipient acknowledges and agrees to the following:

- a) non-compliance with communications requirements outlined in this Agreement will be addressed via the dispute resolution process in this Agreement; and
- b) Treasury Board Secretariat Policy on Communications and Federal Identity will apply to communication activities led by Canada.

39. AMENDMENTS

This Agreement, including its schedules may be amended from time to time on written agreement of the Parties by their respective authorized representatives or as otherwise provided for herein.

40. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Agreement. The counterparts of this Agreement and all other documents that are signed in connection herewith may be signed by electronic signature by any of the Parties and delivered by "pdf" or other similar attachment to an email to the other Party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received."

IN WITNESS WHEREOF the Parties' duly authorized representatives have executed this Agreement:

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

CITY OF SURREY

Per: Jesse Fleming
Director General
Programs Directorate

Per: Brenda Locke
Mayor

Date

Date

Per: Jennifer Ficocelli
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- i) be reasonable and directly related to the Project, as determined by Canada;
- ii) be incurred between the Effective Date and the Project Completion Date; and;
- iii) consist of the following categories of expenditures which must be approved by Canada:
 - a) expenditures of acquiring, constructing, rehabilitation and improvement of Assets;
 - b) expenditures of material and supplies;
 - c) professional fees for contracted services, such as accounting, communications, official languages translation, audit, GHG emission reductions and energy savings estimate verification, and results monitoring, measuring and reporting;
 - d) expenditures of planning and assessment, such as surveying, engineering, architectural supervision, testing, and management consulting services. Canada will only contribute up to a maximum of five percent (5%) of its total contribution to the Project towards these expenditures unless otherwise agreed to by Canada;
 - e) capital expenditures, including site preparation and construction expenditures, only once ECCC is satisfied that the Government of Canada's obligations, if any, related to the Impact Assessment Act, 2019 and the legal duty to consult with, and accommodate, Indigenous peoples have been met;
 - f) expenditures of performing activities related to the Project by contractors;
 - g) expenditures associated with licenses and permits;
 - h) expenditures of renting or leasing of equipment related to the construction of the Project;
 - i) training expenditures related to new technologies, equipment, software and systems;
 - j) costs of engineering and environmental reviews, including costs related to an environmental or impact assessment, and the costs of mitigation measures, follow-up, and remedial activities identified in any environmental or impact assessment
 - k) costs related to the consultation of Indigenous groups, specifically Project-related consultation activities arising as a result of the Government of Canada's legal duty to consult, where applicable;
 - l) The incremental costs of the recipient's employees for actual time spent by the employees on the projects. Canada will only contribute up to a maximum of two percent (2%) of its total contribution to the Project towards these expenditures unless otherwise agreed to by Canada provided that:
 - 1. the Recipient is able to demonstrate that it is not economically feasible to tender a Contract and clearly demonstrate that there is value for money in using internal employees;
 - 2. the employee is engaged directly in respect of the work that would have been the subject of the Contract; and
 - 3. the arrangement is approved in advance and in writing by Canada.
 - m) expenditures directly associated with joint federal communication activities (e.g. press releases, press conferences, translation) and with Project signage related to funding recognition;
 - n) travel expenditures (including the expenditures of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals). Canada will only contribute up to a maximum of 5% of its total contribution to the Project towards these expenditures unless otherwise agreed to by Canada. Travel and per diem expenses shall not exceed the rates and allowances determined in the Travel Directive of the National Joint Council;
 - o) provincial/territorial sales tax, goods and services tax, or harmonized sales tax for which the Recipient or a Third Party is not eligible for a rebate, and any other expenditures that are ineligible for rebate; and

- p) other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of a Project and have been approved by Canada in writing prior to being incurred.

Eligible Expenditures do not include cash-equivalent expenditures associated with In-Kind Contributions.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

The ineligible expenditures include, but are not limited to the following:

- a) any Costs, as defined in Subsection 2.2 of the Agreement;
- b) expenditures related to developing a business case or proposal for funding;
- c) any expenditures related to a Contract signed prior to the Effective Date of the Agreement;
- d) expenditures related to purchasing land, buildings and associated real estate and other fees, and vehicles; leasing land, buildings, and other facilities; and leasing equipment other than equipment directly required for the construction of the Project;
- e) financing charges and interest payments on loans, including those related to easements and servitudes (e.g. surveys);
- f) legal fees;
- g) expenditures of renting or leasing of equipment, except those specified as Eligible Expenditures;
- h) furnishing and non-fixed Assets which are not essential for the operation of the Project;
- i) expenditures associated with operating expenses and regularly scheduled maintenance work;
- j) any goods and services which are received through donations or in-kind contributions;
- k) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, direct or indirect operating or administrative costs of the Recipient, and more specifically the costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except for those costs specified as Eligible Expenditures in Schedule A.1 iii. d) and l) above;
- l) capital expenditures, including site preparation and construction expenditures, until Canada is satisfied that Canada's obligations, if any, related to applicable federal environmental assessment or impact assessment legislation and agreements between Canada and Indigenous groups, and the legal duty to consult with, and accommodate, Indigenous groups have been met; and,
- m) provincial/territorial sales tax, goods and services tax, or harmonized sales tax for which the Recipient or a Third Party is eligible for a rebate, and any other expenditures eligible for rebates;

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Details:

Project:	<i>Sewer Heat Recovery Project</i>
Project Timeline:	<i>Effective Date – March 31, 2026</i>
Project Description:	<p>The City of Surrey will construct a sewer heat recovery facility, a heat distribution system, and will retrofit two existing 3-megawatt (MW) heat pumps. The Project will take place at multiple locations in Surrey, BC and Metro Vancouver.</p> <p>This Project will recover waste heat from a regional trunk sewer. The City of Surrey will work with Metro Vancouver to coordinate access to the regional trunk sewer. The recovered heat will be used to generate energy for Surrey City Energy, the City of Surrey’s district energy system (DES).</p> <p>The Project consists of four major elements:</p> <ol style="list-style-type: none"> 1. Construction of the Sewage Pump Station to convey sewage from the North Surrey Interceptor (NSI) to the adjacent heat recovery facility. 2. Construction of the Sewer Heat Recovery Facility, which will include sewage screening equipment, wide-gap heat exchangers for screened sewage, and distribution pumps to convey heated water to the Heat Pump Facility. 3. Construction of an ambient distribution piping system to transport ambient heat recovered from the NSI to the West Village Energy Centre (WVEC). 4. Retrofits to two 3 megawatt heat pumps at the WVEC which will upgrade the ambient heat to meet the higher temperature requirements of the district energy system. Other retrofits to accommodate the integration of the low carbon system include removing two 5 MW gas boilers, re-piping modifications, relocating the distribution pump, adding new heat pumps, installing a new medium voltage distribution system, and expanding the transformer bay. <p>The proposed Project would reduce direct GHG emissions by displacing natural gas use by the DES.</p>

If the Project has Components, name and describe them below

Component	Description of Component
Sewer Heat Recovery Project	Refer to Project Description in table above.

Project Outcomes:

[This section should, at a minimum, include outcomes identified in the project application]

Outcome 1: Total estimated domestic GHG reductions in tonnes of carbon dioxide equivalent

Component	GHG Reductions in 2030 (tonnes CO₂ eq.)	Cumulative GHG reductions over the Project lifetime up to 2050 (tonnes CO₂ eq.)
Sewer Heat Recovery Project	9,843	249,187

Outcome 2: Total estimated energy savings in gigajoules, if applicable

Component	Energy savings in 2030 (gigajoules)	Cumulative energy savings over the Project lifetime up to 2050 (gigajoules)
Sewer Heat Recovery Project	134,595	3,410,822

Outcome 3: Estimated full-time-equivalent (FTE) jobs	
Number of FTEs created during the implementation of the Project	25

Outcome 4: Significant co-benefits associated with the Project under this Agreement	
Co-benefit	Description of how the Project is achieving or expects to achieve this co-benefit
Environmental: Air	Recovering heat from sewer waste displaces the use of natural gas which results in reductions to criteria air contaminants (CAC). Nitrogen dioxide (NO2) is a key pollutant from natural gas combustion and NO2 emissions will be reduced by this project.
Environmental: Waste & Resource Management	The project improves resource management by increasing use of waste by-products (heat) from regional sewerage infrastructure. Heat in sewer waste is a by-product that is under utilized and this project would utilize the untapped and significant heat resource that exists in sewer waste streams.
Environmental: Climate Change Adaptation	The project will improve SCE's resiliency by allowing it to operate as a multi-fuel system. This will make SCE less vulnerable to energy supply disruptions.
Diversity & Inclusion: Indigenous	The city of Surrey has initiated direct engagement with Surrey-based First Nations and is planning for meaningful dialogue to understand the potential direct benefits to each of the Nations.
Clean Growth: Ambitious Targets	The number of customers subscribed to Surrey City Energy's (SCE) system is expected to quadruple by 2040 and Buildings represent over 50% of GHG emissions within the City. Providing low-carbon energy to buildings is imperative to achieve the City of Surrey's net-zero emissions 2050 goal. This project is also critical for SCE's to meet a target emissions intensity of 0.07 t CO2e/MWh of delivered energy.
Clean Growth: Industry-Leading Practices/Technologies with Potential for Replicability	In major metropolitan areas such as Surrey, there may be significant energy available as waste heat from municipal sewer infrastructure. Sewer heat recovery is a commercially available technology, but there are only a handful of projects in Canada where sewer heat recovery has been deployed at the scale proposed for this project. Deploying a commercially viable sewer heat recovery project at such a large scale in one of Canada's fastest-growing communities will demonstrate the potential for decarbonization through accessing low-grade waste heat such as sewer heat, and will send a strong signal to other district energy utilities in Canada's urban centres that sewer heat has great potential to decarbonize their systems.

SCHEDULE B.2: PROJECT BUDGET

Project Name	Sewer Heat Recovery Project
---------------------	------------------------------------

Total Project Expenditures	\$64,083,225	100%
Total Ineligible Expenditures of the Project	\$0	0%
Total Eligible Expenditures of the Project	\$64,083,225	100%
Recipient's contribution towards Eligible Expenditures	\$36,844,226	57.49%
Canada's maximum contribution towards Eligible Expenditures	\$3,500,000	5.46%
Metro Vancouver Funding	\$19,000,000	29.65%
CleanBC Communities Fund	\$4,738,999	7.40%

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

SOURCES OF FUNDING	Estimated Contribution by Fiscal Year towards Eligible Expenditures			
	2023-2024	2024-2025	2025-2026	TOTAL
Canada	\$606,000	\$2,894,000	\$0	\$3,500,000
Recipient	\$5,611,006	\$25,578,644	\$5,654,576	\$36,844,226
CleanBC Communities Fund	\$1,563,870	\$3,175,129	\$0	\$4,738,999
Metro Vancouver Fund	\$0	\$5,166,696	\$13,833,304	\$19,000,000
Total	\$7,780,876	\$36,814,469	\$19,487,880	\$64,083,225
Canada's Cost-share	8%	8%	0%	5%

Breakdown of Canada's contribution across Eligible Expenditures by Fiscal Year				
	2023-2024	2024-2025	2025-2026	TOTAL
Eligible planning expenditures (capped at 5%)	\$0	\$0	\$0	\$0
Eligible incremental employee expenditures (capped at 2%)	\$0	\$0	\$0	\$0
Eligible travel expenditures (capped at 5%)	\$0	\$0	\$0	\$0
Eligible overhead/administrative expenditures (capped at 20%)	\$0	\$0	\$0	\$0
Uncapped Eligible Expenditures	\$606,000	\$2,894,000	\$0	\$3,500,000

Total Canada's contribution	\$606,000	\$2,894,000	\$0	\$3,500,000
------------------------------------	------------------	--------------------	------------	--------------------

SCHEDULE B.4: SUMMARY OF PROJECT SUB-COMPONENTS AND ASSOCIATED EXPENDITURES

Project Component	Project Sub-Component	Type of Expenditure	Description of Expenditure	Start Date (DD/MM/YYYY)	End Date (DD/MM/YYYY)	Total Project Expenditure \$	Total Eligible Expenditure \$	Total Ineligible Expenditure \$	Recipient's Contribution to Eligible Expenditure \$	Metro Vancouver's Contribution towards Eligible Expenditure \$	Clean BC's Contribution towards Eligible Expenditure \$	Canada's contribution towards Eligible Expenditure \$
Sewer Heat Recovery Project	North Surrey Interceptor Pump Station	Assets & Capital Expenditures	Sewage Diversion and Lift Station	Effective Date	31-03-2026	\$4,771,999	\$4,771,999	\$0	\$33,000	\$0	\$4,738,999	\$0
Sewer Heat Recovery Project	Sewer Heat Recovery Facility	Assets & Capital Expenditures	Mechanical, Electrical Equipment, Building, Structural and Site Work	Effective Date	31-03-2026	\$21,704,369	\$21,074,369	\$0	\$2,704,369	\$19,000,000	\$0	\$0
Sewer Heat Recovery Project	Ambient Distribution Piping System	Assets & Capital Expenditures	Linear piping from the Sewer Heat Facility to West Village	Effective Date	31-03-2026	\$11,976,749	\$11,976,749	\$0	\$11,976,749	\$0	\$0	\$0
Sewer Heat Recovery Project	West Village Heat Pump Retrofit (Heat Pump Facility)	Assets & Capital Expenditures	Installation of 6 MW of Heat Pumps	Effective Date	31-03-2026	\$25,630,107	\$25,630,107	\$0	\$22,130,107	\$0	\$0	\$3,500,000
TOTAL						\$64,083,225	\$64,083,225	\$0	\$36,844,226	\$19,000,000	\$4,738,999	\$3,500,000

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C.1: PROGRESS REPORT

The progress report shall include, at a minimum, the following information for the Project. Canada reserves the right to request additional information at any time.

Section C.1.1: Updated Schedule B

- a) Updates to all sections of Schedule B, if applicable.

Section C.1.2: Workplan, Progress, and Risk Mitigation

- a) Applicant Name;
- b) Title of the Project;
- c) Fiscal Year of and period of time covered by Project progress report;
- d) Description of the Project progress and major achievements to date;
- e) Detailed description of the activities undertaken and work completed for the reporting Fiscal Year;
- f) Progress of actions/work towards completion of the overall project (%);
- g) Detailed description of the actions/work to be completed in each of the future Fiscal Years;
- h) Issues, areas of concern, changes or risk factors that may affect completion, the schedule or the budget of the Project, if applicable, as per original plans and the proposed mitigation strategies to correct the situation;
- i) If relevant, updated status of the implementation of mitigation measures, activities and follow-up measures that are required to be performed during the Project implementation as a result of consultations with Indigenous peoples, organizations, governments, or communities;
- j) If the Project required environmental or impact assessments, permits, or authorizations, provide an update on activities taken to comply;
- k) Updated status of non-greenhouse gas environmental monitoring and verification requirements related to the Project, if relevant, both expected and unexpected, and the conditions proposed to address these concerns;
- l) Confirmation of federal signage installation, if applicable; and,
- m) Highlights of Communication Activities of the Project during the reporting period;

Section C.1.3: Project Outcomes

- a) Table summarizing the calculations included in original proposal for estimating GHG emissions reductions and, if applicable, energy savings;
- b) Updated monitoring, reporting, and verification plan, describing key indicators, measurement approach, and data collection and retention approach;
- c) Updated GHG emissions reductions (or confirmation of original estimates) and, if applicable, energy savings, estimates with updated data on performance indicators, accounting for any revisions in assumptions and calculations from the original proposal;
- d) Issues, areas of concern, changes or risk factors that may affect GHG outcomes, if applicable, as per original plans and the proposed mitigation strategies to correct the situation;
- e) Updated job creation estimates for the reporting Fiscal Year, if applicable;
- f) Updated description of how the Project is achieving or expects to achieve co-benefits; and,
- h) Supplementary supporting data, underlying assumptions, description of methodologies and detailed information as required to explain changes to estimates made to Schedule B.

SCHEDULE C.2: FINAL REPORT

The final report shall include at a minimum the following information:

- a) All information required under Schedule C.1 above, and Section 10.3 of this Agreement.
- b) A completed Certificate of Compliance for Final Request for Payment completed in accordance with Section 2 of Schedule D.
- c) Lessons learned including but not limited to how issues were addressed or solutions were found, and how program parameters could be modified in future programming.

Canada reserves the right to request additional information.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR PAYMENT REQUESTS

1. Certificate of Compliance for Progress Payment Requests

**CERTIFICATE OF COMPLIANCE
FOR PROGRESS PAYMENT REQUEST (“Certificate”)**

In the matter of the Challenge Funding Agreement Regarding [insert name of Project as in the title of the Agreement on the first page of the Agreement] entered into between Canada and [Recipient] (the “Recipient”) on [insert date] (the “Agreement”).

I, _____ (Name), of the City/Town of _____,
Province/Territory of _____, declare as follows:

1. That I hold the position of Chief Financial Officer, or a delegated Financial Officer, with the Recipient and as such have knowledge of the matters set forth in this Certificate and believe this declaration to be true.
2. I have read and understood the Agreement and reviewed the attached progress payment request prepared by the Recipient for submission to Canada, dated [insert date], and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
3. All the expenditures claimed by the Recipient in the attached progress payment request for the Project constitute Eligible Expenditures as defined in Subsection 2.2 of the Agreement.
4. This Certificate does not preclude Canada from exercising its right to verify, audit or inspect in accordance with the Agreement.
5. As of the date of this Certificate, the Recipient has performed all covenants under the Agreement that are required to be performed by it on or prior to the said date.
6. Incrementality, as defined in Subsection 2.2 of the Agreement, has been respected.
7. The Recipient hereby represents and warrants that the information provided to Canada is true and accurate in all respects at the date of this Certificate.

Dated, this _____ day of _____ 20__

Signature

2. Certificate of Compliance for Final Payment Requests

CERTIFICATE OF COMPLIANCE FOR FINAL REQUEST FOR PAYMENT ("Certificate")

In the matter of the Challenge Funding Agreement Regarding [insert name of Project as in the title of the Agreement on the first page of the Agreement] entered into between Canada and [Recipient] (the "Recipient") on [insert date] (the "Agreement").

I, _____(Name), of the City/Town of _____,
Province/Territory of _____, declare as follows:

- 1) That I hold the position of Chief Financial Officer, or a delegated Financial Officer, with the Recipient and as such have knowledge of the matters set forth in this Certificate and believe this declaration to be true.
- 2) I have read and understood the Agreement and reviewed the attached final request for payment prepared by the Recipient for submission to Canada, dated [insert date], and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
- 3) As of the date of this Certificate, the Recipient has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
- 4) All the expenditures claimed by the Recipient in the attached final request for payment for the Project constitute Eligible Expenditures as defined in Subsection 2.2 of the Agreement.
- 5) The representations and warranties of the Recipient contained in Section 5 of the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
- 6) The Project has been completed.
- 7) This Certificate of Compliance does not preclude Canada from exercising its right to verify, audit or inspect as per the terms and conditions of the Agreement.
- 8) Incrementality, as defined in Subsection 2.2 of the Agreement, has been respected.
- 9) The maximum Project funding set out in Paragraph 4.1 a) of the Agreement has been respected.
- 10) The Total Financial Assistance received for the Project is as follows:

[Include all Total Financial Assistance received]
- 11) The Recipient hereby represents and warrants that the information provided to Canada is true and accurate in all respects at the date of this Certificate.

Dated, this _____ day of _____ 20__

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

1. Purpose

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the Project.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities and Communications Products to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions outlined in this Communications Protocol apply to all Communications Activities related to this Agreement and the funded Project under this Agreement.

2. Guiding Principles

- a) Communications Activities (joint and individual) will follow the respective communication policies of both Parties to ensure that Canadians receive consistent information about the funded Project and its benefits.
- b) Where appropriate, Canada and the Recipient should organize Joint Communications about the funding of the project that will inform Canadians through clear, consistent and coordinated public information activities.
- c) Communications related to the funded Project should start only once the Agreement is signed and can be planned through the duration of the Project. This can include the initial funding announcement, the progress updates and/or the completion of the Project.

3. Communicating with the Public

- a) Distribution of Communication Activities and Communication Products should not occur without the prior knowledge and agreement of the Parties.
- b) The Recipient should discuss their needs and timelines with the Communications Advisor for Canada as soon as they start planning any communications strategy.
- c) Either Party may request a joint announcement, and the Recipient should give Canada a reasonable notice of at least fifteen (15) business days.
- d) Unless otherwise agreed to by Canada, any Communication products must recognize the funding of Canada and the Recipient (see Section 8 below for more information about funding recognition and signage).

4. Joint Communications

- a) Each Party can request the other to participate in Joint Communications about the funding of the Project in the form of a formal public announcement. This could include a press conference, a public announcement, a news release or social media publication. Notwithstanding, Canada shall be the lead organizer for Joint Communications.
- b) Joint Communications related to the Project funded under this Agreement shall not occur without the prior knowledge and agreement of the Parties.
- c) Unless otherwise agreed to by Canada, all Joint Communications material approved by the Parties shall recognize the funding of Canada and the Recipient.
- d) If the Communications Activity is a public event, it should take place at a mutually agreed upon date, time and location. The requesting Party should provide an equal opportunity for the other Party to participate and choose their own designated representatives.
- e) Canada has an obligation to communicate in English and French as per the federal *Official Languages Act*. Canada's communications products related to events must be bilingual and include the Canada wordmark and the other party(ies)'s logos. In such cases, Canada will provide, at its sole cost, the translation services.
- f) The conduct of all Joint Communications will follow the respective communication policies of both Canada and the Recipient.

5. Individual Communications

- a) Notwithstanding Section 4 of this Communications Protocol, the Parties retain the right to meet their individual obligations, if any, to communicate information to Canadians about the Project and its funding through their Individual Communications.
- b) The Parties may include general Project messaging and examples of Project related activities funded in their Individual Communications.
- c) The Parties will not unreasonably restrict the use of such content by the other Party; and if web or social media based, from linking to it (see Section 8 below for more information about funding recognition and signage).
- d) Given the increasing prominence of digital communications, a Party may issue digital communications to communicate information about the Project.
- e) Recipients are required to consult with Canada prior to creating communications products to determine the appropriate recognition of federal funding. Where any communications products are created to promote or communicate progress on a funded Project, the Communications products may be required to recognize federal funding through:
 - a. the use of the Canada wordmark and the following wording "This [Project] is funded in part by the Government of Canada." and/or
 - b. the use of a digital sign (using the template to be provided by Canada).

6. Operational Communications

- a) The Recipient is solely responsible for operational communications with respect to the Project, including calls for tender, work and public safety notices, reports and internal newsletters. Canada does not need to be informed of operational communications.
- b) Such operational communications are not subject to the federal *Official Languages Act* and it is the Recipient's decision whether to provide communications in both official languages, depending on their use.

7. Media Relations

- a) If the Recipient receives media inquiries or if emerging media or stakeholder issues arise related to the Project funding or the way Canada is leading the overall Program, they should contact Canada promptly to coordinate response.
- b) When the Recipient wants support on media relations questions, they should send them to both the Media Relations desk at media@ec.gc.ca and the designated Communications Advisor for Canada.
- c) Both Parties can receive and reply to media requests on the Project and its funding. The media questions may be the same for both Canada and the Recipient, or they may be adapted. Each Party has the responsibility to reply directly to the questions, but can consult the other party to share insights and confirm approaches and content to be shared.

8. Funding Recognition and Signage

Unless otherwise agreed to by Canada, any Communication Products must recognize the funding of Canada and the Recipient. Should funding recognition or signage be deemed as appropriate by both Parties, the Recipient should communicate with the Communications Advisor for Canada to determine how to best recognize federal funding and receive related materials.

- a) The Recipient may produce and install a physical sign, as appropriate, to recognize the funding of each Party at each Project. The sign design, content, and installation guidelines would be provided by Canada.
- b) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to the Project type, scope, location or duration.
- c) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, the plaque or marker may be required to recognize the federal funding and be approved by Canada.

The Recipient agrees to inform Canada of any planned sign installations through the Progress Reports referenced in Schedule C to this Agreement.

9. Advertising Campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. Such a campaign shall respect the provisions of the Agreement, including the requirement to acknowledge the Parties' funding and wordmarks. The sponsoring Party of such a campaign shall inform the other Party of its intention at least twenty-one (21) business days prior to the campaign launch.

SCHEDULE F – DECLARATION OF COMPLETION

In the matter of the Challenge Funding Agreement Regarding [insert name of Project as in the title of the Agreement on the first page of the Agreement] entered into between Canada and [Recipient] (the "Recipient") on [insert date] (the "Agreement"),

The Recipient, represented by _____(Name), regarding the [Project Name] Project (the "Project").

I, _____(Name), of the City/Town of _____, Province/Territory of _____, a duly authorized representative of the Recipient declare as follows:

1. I hold the position of _____with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I have received the following documents for the [Project Name] Project:
 - i. [List name of relevant document(s), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____(Name), a _____(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
 - ii. [Add same text as in (i) for each document]

Based on these documents and the representations made to me by the professionals identified in Section 2. i. above, I declare to the best of my knowledge and belief that the Project has been completed, in that it can be used for its intended use, as described in Schedule B.1, as defined in this Agreement, on the _____ day of the _____ 20_____.

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [List the applicable environmental / impact assessment legislation / regime]:
 - i. [List name of relevant document(s)] signed by _____(Name), a _____(Profession, e.g. environmental consultant or other applicable professional).
 - ii. [Add same text as in (i) for each document]
4. All terms and conditions of this Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____(City/Town), in _____(Province/Territory) this _____ day of _____, 20_____.

Signature