

The Corporation of the Township of Huron-Kinloss



BY-LAW No.

2024- 87

Being a By-Law to Authorize the Signing of a Memorandum of Understanding with Ontario Charging Network LP for services to install, operate and maintain an Electric Vehicle Charging Station
(466 Ross St. Lucknow)

WHEREAS Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS The Council for The Corporation of the Township of Huron-Kinloss deems it expedient to enter a memorandum of understanding with Ontario Charging Network LP with respect to the installation, operation and maintenance of an Electric Vehicle (EV) Charging Station, per Report CS-2023-09-36;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That the Corporation of the Township of Huron-Kinloss Council hereby enters into a Memorandum of Understanding with Ontario Charging Network LP which is attached as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
3. That this by-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "EV Charger (Ross St) MOU By-law".

READ a FIRST and SECOND TIME this 16th day of September, 2024.

READ a THIRD TIME and FINALLY PASSED this 16th day of September, 2024.

Mayor

Clerk

This Memorandum of Understanding is dated as of the 16th day of September, 2024.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

(“**Site Host**”)

- and -

ONTARIO CHARGING NETWORK LP (“Ivy”)

(Ivy and Site Host, referred to together as the “**Parties**”, each being a “**Party**”)

RECITALS:

- A. Ivy will apply for funding through the **Natural Resources Canada Zero Emission Vehicle Infrastructure Program** which funding if received will be used, in part, to fulfill the Services;
- B. The Parties have agreed to enter this Memorandum of Understanding (“**MOU**”) to formalize certain terms and conditions upon which Ivy will provide the Services.

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Site Access

- (a) Site Host grants to Ivy and its employees, agents, contractors, subcontractors, consultants, workers and invitees a non-exclusive license to access, use and occupy (the “**Site Access License**”) the properties set out in Exhibit A hereto (each a “**Premise**” and together, the “**Premises**”) in order for Ivy to supply, install, and maintain electrical vehicle charging stations:
- (b) The Site Access License shall be for the following uses:
 - (i) Installation of electric vehicle charging stations, including but not limited to:
 - A. Physical installation of electrical and civil infrastructure
 - B. Placement and bolt-down of charging hardware and accessories
 - C. Facilitation of inspections and compliance with electrical authority requirements
 - (ii) Operation of electric vehicle charging stations, including but not limited to:
 - A. Cellular connectivity of charging hardware
 - B. Secure connection to networked charging software to facilitate charger visibility, access, and payment
 - C. Remote monitoring of chargers and end customer support
 - (iii) Maintenance of electric vehicle charging stations involving:
 - A. Preventative maintenance at manufacturer-specified intervals
 - B. Corrective maintenance when required

- (c) The term of the Site License shall be for a period of ten (10) years commencing on the date set forth in Exhibit A (the "Term"). The Term of the Site License will automatically be extended for additional one-year periods for up to five (5) additional one-year periods (subject to termination on advance written notice from one Party to the Other).

2. Definitive Agreements

The Parties agree to use good faith efforts to formalize definitive agreements for performance of the Services by Ivy. Other than the obligation set forth in this Section 2, and Sections 4(a) and 4(b), this MOU does not create any legal obligation for either Party.

3. Governing Law

This MOU shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4. General

- (a) All disputes, disagreements, controversies, questions or claims arising out of or relating to this MOU, or in respect of any legal relationship associated with or arising from this MOU, including with respect to this MOUs formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, will be determined by litigation in the Superior Court of Justice of Ontario at Toronto, to the jurisdiction of which the parties irrevocably attorn.
- (b) Neither Party may assign, in whole or in part, this MOU or any right or obligation under this MOU without the prior written consent of the other Party.
- (c) This MOU may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature.

The Parties have executed and delivered this MOU as of the date first written above.

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

ONTARIO CHARGING NETWORK LP

Per: _____

Per: _____

Name:

Name:

Per:

Name:

I/We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

Exhibit "A"

1. **Term:** The term of the Site Access License shall commence on January 1, 2025 OR such earlier or later date as the Parties may agree in writing.
2. **Description of Premises:**
3. 466 Ross Street, Lucknow, ON NgG 2H0
4. X