

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2023-

**“A BY-LAW TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
ECAMION INC. FOR POSSIBLE FUTURE EV CHARGING STATIONS”**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the EV ChargeON Program supports the installation of public electric vehicle (EV) charging stations in Ontario communities outside of large urban centres and aims to improve network coverage of EV fast chargers to reduce range anxiety by filling existing gaps and support long-distance travel; and

WHEREAS eCAMION Inc. (known as Jule Power) is applying for EV Charge ON grants in coordination with municipal partners; and

WHEREAS the Council of the Corporation of the Township of Edwardsburgh Cardinal wishes to enter into a Memorandum of Understanding with the eCAMION Inc. (Jule Power) to participate in Jule’s network of electric vehicle charging stations if funded by EV ChargeON Program;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and CAO are hereby authorized to execute the Memorandum of Understanding, attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and shall form part of this bylaw.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 11 day of December, 2023.

Read a third and final time, passed, signed and sealed in open Council this 11 day of December, 2023.

Mayor

Clerk

Schedule "A"
Bylaw 2023-
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN ECAMION INC. & TOWNSHIP OF EDWARDSBURGH CARDINAL

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between eCAMION Inc., an Ontario company, residing at 450 Midwest Road, Scarborough, ON M1P 3A9 (hereinafter referred to as "**Jule**"), and the Corporation of the Township of Edwardsburgh Cardinal, residing at 18 Centre St. Spencerville, ON K0E 1X0, hereinafter referred to as "Township of Edwardsburgh Cardinal".

WHEREAS, Jule provides a variety of vehicle charging support services to owners of electric plug-in vehicles; and

WHEREAS, having charging stations onsite allows the Township of Edwardsburgh Cardinal to differentiate its location, attract customers, and promote sustainable and environmentally-sound transportation; and

WHEREAS, The EV ChargeON Program supports the installation of public electric vehicle (EV) Charging Stations in Ontario communities outside of large urban centres. The Program is administered by the Ministry of Transportation and aims to improve network coverage of EV fast chargers to reduce range anxiety by filling existing gaps and support long-distance travel; and

WHEREAS, Jule is applying for EV ChargeON grants in coordination with municipal partners; and

WHEREAS, the Township of Edwardsburgh Cardinal desires to participate in Jule's network of charging stations for electric vehicles funded by EV ChargeON grants in the Province of Ontario for an initial term not less than ten (10) years; and

WHEREAS, Jule and the Township of Edwardsburgh Cardinal contemplate entering into formal written Parking Lot License Agreements which shall specify with certainty all of the terms and conditions of a future relationship between the Jule and the Township of Edwardsburgh Cardinal with respect to the Subject Properties listed on **Exhibit A**, attached hereto and made a part hereof, that are awarded an EV ChargeON grant.

NOW, THEREFORE BE IT RESOLVED that Jule and the Township of Edwardsburgh Cardinal agree as follows:

1. Jule's responsibilities shall be as follows:
 - (a) Develop plans for installation of electric vehicle charging stations for each of the Subject Properties.
 - (b) Jule shall write the application for EV ChargeON grants for the Subject Properties in Ontario based upon the plans set forth in subsection 1(a) and pricing set forth in Section 2(a) and submit the application to EV ChargeON by the deadline of January 31, 2024.
 - (c) Jule has all necessary power and authority to enter into and perform its obligations hereunder and by proper action Jule has duly authorized the execution, delivery and performance of this MOU.
2. The Township of Edwardsburgh Cardinal's responsibilities shall be as follows:
 - (a) In connection with the application for EV ChargeON grants for each of the Subject Properties: Ingredion Centre, Cardinal Waterfront, Spencerville Community Centre, and South Edwardsburgh Community Centre will be paid for either two of three (for option 1) or four of the five (for option 2) parking spaces required to install an EV charging station at a monthly rate of \$100 each to be set forth in the Parking Lot License Agreement (Section 4).

- (b) With respect to the EV ChargeON grants the Township of Edwardsburgh Cardinal agrees to provide reasonable assistance to Jule in obtaining such funding and agrees to support Jule's and the Township of Edwardsburgh Cardinal applications for the Subject Properties.
 - (c) The Township of Edwardsburgh Cardinal has all necessary power and authority to enter into and perform its obligations hereunder and by proper action the Township of Edwardsburgh Cardinal has duly authorized the execution, delivery and performance of this MOU.
 - (d) Jule shall fill out the application and the Township of Edwardsburgh Cardinal agrees to work with Jule to ensure any items needed for the application are received in time for the application to be submitted by January 31, 2024.
3. Jule and the Township of Edwardsburgh Cardinal shall abide by all pertinent Local, Provincial and Federal guidelines.
 4. Jule holds the right to determine the number of charging dispensers to be installed at each subject property.
 5. This MOU is solely a statement of the general understanding of the parties and shall be effective to bind both parties to negotiate in good faith and agree upon Parking Lot License Agreements for each of the Subject Properties awarded EV ChargeON grants. The term of this MOU shall remain in effect for a period not to exceed 12 months.
 6. The terms of this MOU shall become effective only upon approval and execution of Jule and approval and execution of the Township of Edwardsburgh Cardinal.

IN WITNESS WHEREOF, Jule and the Township of Edwardsburgh Cardinal have executed this Memorandum of Understanding on this the _____ day of _____, 2023.

TOWNSHIP OF EDWARDSBURGH CARDINAL

ECAMION INC.

By:

By:

Its: Duly Authorized Officer

Its: Duly Authorized Officer

Name (Printed)

Name (Printed)

Title: Mayor

Title

By:

Its: Duly Authorized Officer

Name (Printed)

Title: CAO

EXHIBIT A
LIST OF SUBJECT PROPERTIES LEGAL ADDRESSES

Ingredion Centre: EDWARDSBURGH CON PT 1 LOT 4 PLAN 4 LOT Y PT LOT X
PLAN 25 LOTS 105 TO 114 116 TO 120 BLKS H G L V PT GALP[S CANAL PT
BENSON PARK NEW ST

Cardinal Waterfront: EDWARDSBURGH CON 1 PT COMMON PT LOTS 1 TO 7 AND
RP 15R10508 PARTS 5 TO 7 IRREG

Spencerville Community Centre: CON 6 PT LOT 22 RP 15R1 PARTS 1 TO 5 RP 1
5R6828 PARTS 16 17 18 20 AND 21

South Edwardsburgh Community: PLAN 6 RANGE 5 PARK LOT 3 PARK LOT 4