

EX15.2 - CONFIDENTIAL ATTACHMENT 1 - made public on April 21, 2022

SUMMARY OF TERMS AND CONDITIONS OF LOW CARBON CITIES CANADA AGREEMENT BETWEEN THE CITY OF TORONTO, THE TORONTO ATMOSPHERIC FUND AND THE FEDERATION OF CANADIAN MUNICIPALITIES

July 7, 2020

The following provides a summary of terms and conditions of the current draft of the agreement between the City of Toronto, the Toronto Atmospheric Fund and the Federation of Canadian Municipalities concerning the Government of Canada's \$40 million contribution (as a \$38 million endowment and \$2 million operating grant) to the Toronto Atmospheric Fund to support the Low Carbon Cities Canada initiative.

CONFIDENTIAL INFORMATION OR ADVICE

COMPONENTS OF THE ENTIRE AGREEMENT ARE:

Articles 1-17
Annex A - LC3 Aggregate Fund
Annex B - National Office Services
Annex C - Eligible Expenses
Annex C1 - Ineligible Project Costs
Annex D - Reporting Requirements
Annex E - LC3 Investment Framework

Summary of Terms and Conditions of Current Draft of Agreement		
Title	Section	High-Level Description
Article 1 - Definitions; Interpretation	1.01 - Definitions	<ul style="list-style-type: none">Key terms defined
	1.02 - Accounting Terms and Principles	<ul style="list-style-type: none">Generally accepted accounting principles for non-profit organizations will apply
	1.03 - Statutes and Regulations	<ul style="list-style-type: none">Any reference to applicable statutes will reflect statutes as amended, substituted or replaced from time to time
	1.04 - Gender and Number	<ul style="list-style-type: none">Any reference in agreement to gender shall include all genders

Summary of Terms and Conditions of Current Draft of Agreement		
	1.05 - Headings	<ul style="list-style-type: none"> Sections and headers in agreement are for convenience and should not affect interpretation of the agreement
	1.06 - Statutory References	<ul style="list-style-type: none"> Any reference to applicable statutes will reflect statutes as effective on the date agreement is signed and as amended, substituted or replaced from time to time
	1.07 - Calculation of Time Period	<ul style="list-style-type: none"> Describes how any dates or time periods in agreement are to be calculated
	1.08 - Performance on Holidays	<ul style="list-style-type: none"> Any payments or calculations on a day that is not a business day will take place on the next business day
	1.09 - References	<ul style="list-style-type: none"> Describes how sections of agreement are to be referenced
	1.10 - Annexes	<ul style="list-style-type: none"> List of Annexes to agreement
	1.11 - Application	<ul style="list-style-type: none"> Agreement only applies to the federal funds and not to the City or Provincial Endowment except as may be required
Article 2 - Purpose	2.01 - Purpose	<ul style="list-style-type: none"> Agreement governs how the federal endowment and operating grant will be transferred, managed in perpetuity, invested, contribute to the LC3 network and comply with the FCM Green Municipal Fund agreement with the Government of Canada

Summary of Terms and Conditions of Current Draft of Agreement		
	2.02 - Mandate of the Board	<ul style="list-style-type: none"> • The TAF Board will ensure that funds are managed and invested in accordance with the TAF Act, the Recipient Investment Policy and the agreement • TAF Board must ensure that the federal endowment and any other federal sources of funding comprise a maximum of 80 per cent of an eligible project • FCM has right to prior approval of any investment of federal endowment in a project or direct investment if the amount represents at least 5 per cent of the federal endowment • TAF Board shall establish bylaws as necessary to manager the governance and operations, subject to Council approval
Article 3 - Representation and Warranties	3.01 - Recipient Representation and Warranties	<ul style="list-style-type: none"> • TAF warrants to FCM its valid corporate status and authorities, including its capacity to enter into and comply with the agreement and applicable statutes, and its suitable insurance
	3.02 - FCM Representation and Warranties	<ul style="list-style-type: none"> • FCM warrants to TAF its valid corporate status and authorities, including its capacity to enter into and comply with the agreement and applicable statutes
Article 4 - Transfer and Management of Recipient Allocation, Recipient Operating Funds and Trust	4.01 - Transfer of Recipient Endowment Allocation and Recipient Operating Funds	<ul style="list-style-type: none"> • FCM will provide \$40 million in a lump sum to the City in trust for TAF, as a \$38 million endowment in perpetuity and \$2 million operating grant, subject to satisfying requirements in Section 4.02
	4.02 - Conditions of Transfer	<ul style="list-style-type: none"> • TAF must satisfy FCM of certain documentation and governance structures to receive endowment. • FCM has indicated that with City Council approval, TAF will have met all requirements.

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	4.03 - Trust	<ul style="list-style-type: none"> TAF agrees to be trustee of the federal funds for a public purpose to support climate action projects
	4.04 - Powers of the Recipient	<ul style="list-style-type: none"> TAF has certain powers of a trustee as outlined under the TAF Act, City-TAF Relationship Framework, its Statement of Investment Objectives and Principles and the agreement
	4.05 - Use of Proceeds	<ul style="list-style-type: none"> TAF shall distribute the proceeds from investing the federal endowment to fund an annual payout as per Section 4.06; establish and maintain reserves for non-performing direct investments and guarantees; and, in years where proceeds are higher than projected, contribute to an internally-restricted fund used to pay eligible expenses in years where proceeds are lower than expected
	4.06 - Annual Payout Amount	<ul style="list-style-type: none"> TAF must annually allocate a portion of investment proceeds to eligible expenses, following specified minimum allocations towards grants and maximum allocations to administrative expenses
	4.07 - Restrictions on Trustee's Powers	<ul style="list-style-type: none"> Subject to the TAF Act and notwithstanding the Trustee Act, TAF cannot make payments with the federal endowment except as provided for in the agreement
	4.08 - Separate Fund Accounting	<ul style="list-style-type: none"> TAF will maintain separate bank accounts and accounting records for the Federal, City and Provincial endowments. Separate accounting applies even when endowments co-mingled for purposes of investments

Summary of Terms and Conditions of Current Draft of Agreement		
	4.09 - Recipient Endowment Allocation Leverage Requirement	<ul style="list-style-type: none"> FCM recognizes that as of signing this agreement, TAF has satisfied the federal government's requirement for LC3 entities to match (termed "leverage") the federal contribution with other funding sources FCM recognizes the City and Provincial endowments as matching the value of the federal funds, and no further matching is required even if the City or Provincial funds are wound up in the future.
Article 5 - Investment of the Fund	5.01 - Prudent Investor Standard	<ul style="list-style-type: none"> TAF will invest the federal endowment following the Prudent Investor Standard, as set out in the TAF Act.
	5.02 - Maintain Nominal Value	<ul style="list-style-type: none"> TAF agrees to maintain the value of the federal endowment in perpetuity
	5.03 - Investment Committee	<ul style="list-style-type: none"> TAF is required to maintain an Investment Committee to oversee the federal funds. This can be TAF's existing Investment Committee. The Committee must meet certain criteria, including having members with broad investment expertise and making recommendations to the Board regarding investment decisions and the appointment of external investment advisors.
	5.04 - FCM Representative to Attend Investment Committee Meetings	<ul style="list-style-type: none"> One FCM representative shall be a non-voting member of TAF's Investment Committee, have access to all meeting materials, attend meetings in person or electronically, and recuse themselves from discussions not related to investment of the federal funds

Summary of Terms and Conditions of Current Draft of Agreement

	<p>5.05 - Recipient Investment Policy</p>	<ul style="list-style-type: none"> • Under a broad LC3 Investment Framework (Annex E), TAF must establish a Recipient Investment Policy that would apply to the federal endowment • The basis for TAF's Recipient Investment Policy will be its current Statement of Investment Objectives and Principles (SIOP), which currently applies to the City and Provincial endowments. • The SIOP will be amended as per FCM for the purposes of the federal endowment alone, with those differing provisions not applying to the SIOP for the City and Provincial endowments. • FCM has the right to approve changes to the Policy only as they apply to investment of the federal endowment. Council retains its approval authorities over the Investment Policies. • Any changes to the Recipient Investment Policy will be reviewed by TAF's Investment Committee, approved by TAF's Board and forwarded to City Council for incorporation into the SIOP.
	<p>5.06 - Investment of the Fund</p>	<ul style="list-style-type: none"> • Funds not disbursed or committed to eligible projects will be invested under the Prudent Investor Standard and in accordance with the Recipient Investment Policy • Principal investment objective is the preservation of capital to meet future disbursements requirements
	<p>5.07 - Conflict of Interest Concerning Investment Management</p>	<ul style="list-style-type: none"> • TAF is required to ensure all investment and portfolio managers disclose any conflict of interest, and that conflict of interest provisions and standards are included in all service agreements with such managers

Summary of Terms and Conditions of Current Draft of Agreement

	5.08 - Borrowing	<ul style="list-style-type: none"> • TAF may pledge up to 4% of the federal endowment as security for an operating line of credit to ensure appropriate cash flow for its ongoing operations, provided it is with an accredited Canadian financial institution and that any amounts borrowed against the line of credit are paid back within 180 days • TAF may borrow for the purposes of funding direct investments, subject to the TAF Act and the City-TAF Relationship Framework
Article 6 - Eligible Recipients	6.01 - Eligible Recipients	<ul style="list-style-type: none"> • An Eligible Recipient is eligible to receive a grant or Direct Investment from the federal endowment
	6.02 - Excluded Recipients-Federal	<ul style="list-style-type: none"> • Federal departments or subsidiaries are not eligible to receive grants or Direct Investments from the federal endowment
	6.03 - Excluded Recipients-Provincial and Territorial	<ul style="list-style-type: none"> • Provinces or Territories are not eligible to receive grants or Direct Investments from the federal endowment
Article 7 - Eligible Project Costs	7.01 - Eligible Project Costs	<ul style="list-style-type: none"> • TAF is able to fund the reasonable project costs of an Eligible Recipient
	7.02 - Eligible Project Costs-Exclusions	<ul style="list-style-type: none"> • Annex C1 outlines project costs which TAF cannot fund in a project
	7.03 - Board Exercise of Discretion	<ul style="list-style-type: none"> • Where eligible project costs do not clearly fall within asset class guidelines of generally accepted accounting principles, TAF Board may exercise discretion in determining which of the project costs may fit in with those guidelines, and therefore which costs may be included as Eligible Project Costs

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Article 8 - Project Selection	8.01 - Eligible Project Selection	<ul style="list-style-type: none"> TAF may disburse from the federal endowments in the form of grants, direct investments or program expenses that support TAF's mandate in the Greater Toronto and Hamilton Area
	8.02 - Eligible Project Rejection	<ul style="list-style-type: none"> The TAF Board may reject a project for any reason, including technical inadequacy or unacceptable risk, and the rationale will be documented and made available to the eligible recipient upon request
	8.03 - Contents of Application	<ul style="list-style-type: none"> Requires applications for eligible projects to meet the requirements of this Article and include detailed description and financial overview
Article 9 - National Office	9.01 - National Office Operating Fund	<ul style="list-style-type: none"> FCM will use the National Office Operating Fund to pay for National Office Services to TAF and all other LC3 entities Proceeds from FCM investment of the National Office Operating Fund, prior to disbursement, will be used to offset proportional fees of TAF and other LC3 entities
	9.02 - National Office Services	<ul style="list-style-type: none"> FCM will perform the LC3 National Office Services as set out in Annex B
	9.03 - National Office Service Fees	<ul style="list-style-type: none"> TAF and all LC3 entities will pay FCM annual service fees for the National Office, and fees will be proportional based on the number of LC3 entities and their respective endowments Fees for the five-year period 2020-2025 are estimated to be 0.5% of the endowment.
	9.04 - Payment of the National Office Service Fees	<ul style="list-style-type: none"> Outlines schedule for TAF payment of the National Office fees

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	9.05 - National Office Fund Report	<ul style="list-style-type: none"> FCM will provide TAF an annual report on the financial status of the National Office Fund
Article 10 - Fund Limitations and Contributions	10.01 - Fund Limitations	<ul style="list-style-type: none"> TAF will ensure that any Eligible Recipients have appropriate authorization to receive funds, that any loan guarantees from TAF are accompanied by reasonable risk-based fees, and that total loan guarantees do not exceed 20 per cent of the initial federal endowment
	10.02 - Contributions to the Fund	<ul style="list-style-type: none"> Subject to the TAF Act and the Relationship Framework, TAF may accept donations or contributions to the federal endowment from private and public sector contributors provided such donations are not earmarked for the City or Provincial Funds; the use of any such funds would be subject to the terms of the agreement
Article 11 - Audit, Evaluations, Record-Keeping and Reports	11.01 - Annual Financial Audit	<ul style="list-style-type: none"> TAF agrees to obtain and provide to FCM Annual Audited Financial Statements and an auditor's report as specified in Annex D.
	11.02 - Review of Fund Operations	<ul style="list-style-type: none"> FCM may, at its discretion and with reasonable notice to TAF, require that an audit of the books and records relating to the federal endowment be carried out FCM may share a copy of the audit report with TAF, the City Manager and the City's Accountability Officers
	11.03 - Evaluation by FCM	<ul style="list-style-type: none"> FCM may evaluate the effectiveness of its endowment
	11.04 - Independent Five-Year Reviews	<ul style="list-style-type: none"> TAF will participate in FCM's Independent Five-Year Reviews every five years that summarize the Green Municipal Fund's results and LC3 operations and impacts

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	11.05 - Record-Keeping	<ul style="list-style-type: none"> TAF will keep all records for seven years.
	11.06 - Results-Based Management Framework	<ul style="list-style-type: none"> TAF will use Results-Based Accountability approach to meet reporting requirements in Annex D
	11.07 - Reporting	<ul style="list-style-type: none"> TAF will comply with reporting requirements in Annex D
	11.08 - Costs	<ul style="list-style-type: none"> National Office Service Fees will include any cost incurred by FCM to conduct its reviews, evaluations and audits
Article 12 - Covenants of the Recipient	12.01 - General	<ul style="list-style-type: none"> TAF agrees not to pass or amend any of its by-laws that would conflict with this agreement
	12.02 -Transparency	<ul style="list-style-type: none"> TAF will operate in a transparent and open manner, subject to confidentiality provisions
	12.03 - Public Recognition	<ul style="list-style-type: none"> TAF will give appropriate and balanced recognition of the contribution of the Government of Canada to its endowment in all promotional programs, advertising and related publications, and follow guidelines provided by FCM.
	12.04 - Request for Information	<ul style="list-style-type: none"> FCM may reasonably request information related to the endowment and TAF must provide the requested information
	12.05 - Privacy	<ul style="list-style-type: none"> TAF must follow applicable privacy legislation and ensure its directors, employees, agents, and contractors are made aware of their obligations to protect personal information

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	12.06 - Requisite Policies	<ul style="list-style-type: none"> TAF shall maintain policies related to conflict of interest, code of conduct, gender diversity, inclusion and respectful workplace, procurement and expense
	12.07 - Relationship Framework	<ul style="list-style-type: none"> TAF remains subject to the City-TAF Relationship Framework
	12.08 - Risk Management Framework	<ul style="list-style-type: none"> TAF must maintain a risk management policy and risk register in relation to the federal endowment
	12.09 - Insurance	<ul style="list-style-type: none"> TAF must maintain suitable insurance coverage in relation to the federal endowment
	12.10 - Intellectual Property and License	<ul style="list-style-type: none"> TAF will own all right, title and interest, including all intellectual property rights for documentation prepared by or on behalf of TAF for FCM under this agreement TAF grants FCM and the Government of Canada a perpetual, irrevocable, non-exclusive, transferable and royalty-free license to use, reproduce, distribute and modify such documentation. TAF may review or choose to remove its name from any revision.
Article 13 - Defaults and Remedies	13.01 - Events of Default	<ul style="list-style-type: none"> Conditions where TAF would be considered in default of this agreement include bankruptcy, involuntary termination or wind up, failure to pay National Office fees, misrepresentation, and making a material change in the nature of its business
	13.02 - Rectification	<ul style="list-style-type: none"> Outlines provisions for TAF to rectify possible default

Summary of Terms and Conditions of Current Draft of Agreement		
	13.03 - Remedies	<ul style="list-style-type: none"> • Outlines the amount that TAF shall repay to FCM based on the occurrence of different events of default, with no recourse to the City or Provincial Funds
	13.04 - Acknowledgement	<ul style="list-style-type: none"> • TAF acknowledges that it is fair for FCM to seek remedy in the event of default, and FCM has sole discretion to determine the use of any recovered funds
Article 14 - Dispute Resolution	14.01 - Guiding Principle	<ul style="list-style-type: none"> • The Parties agree to resolve any dispute through a multi-tiered dispute resolution process prior to pursuing any legal proceedings
	14.02 - Negotiation	<ul style="list-style-type: none"> • The Parties agree to make every effort to settle the dispute through negotiation prior to engaging in mediation. • Any dispute not resolved by negotiation within 30 days will be referred to mediation.
	14.03 - Mediation	<ul style="list-style-type: none"> • The Parties agree to attempt to resolve their dispute through Alternative Dispute Resolution and share the costs of the mediator. • If the dispute has not been resolved within 30 days of the notice of desire to mediate, any Party may proceed to arbitration
	14.04 - Arbitration	<ul style="list-style-type: none"> • Any Party may serve written notice of its desire to refer a dispute to arbitration. The arbitration shall be binding and final and conducted by a single arbitrator in accordance with the provisions of the <i>Arbitration Act (Ontario), 1991, S.O. 1991, c. 17</i> and provisions outlined in the agreement

Summary of Terms and Conditions of Current Draft of Agreement

	<p>14.05 - Authority to Settle</p>	<ul style="list-style-type: none"> Representatives selected to participate in the dispute resolution process will have the authority required to settle, subject to City Council approval with respect to any payment or transfer of assets.
	<p>14.06 - Confidentiality</p>	<ul style="list-style-type: none"> All dispute resolution activities and documentation will be confidential, subject to applicable laws and exceptions.
	<p>14.07 - Costs</p>	<ul style="list-style-type: none"> The Parties shall share the costs equally for mediation or arbitration, and bear their own costs of participating in the dispute resolution process
	<p>14.08 - No Effect on Rights</p>	<ul style="list-style-type: none"> Nothing in this Article shall otherwise affect, alter, or modify the rights of each of the Parties in this Agreement.
<p>Article 15 - Confidentiality</p>	<p>15.01 - Disclosure of Information Provided by Recipient</p>	<ul style="list-style-type: none"> TAF consents to the public disclosure of the information provided to FCM under Article 11 of this Agreement, except where confidentiality is protected under the <i>Municipal Freedom of Information and Protection of Privacy Act, 1990</i>, the TAF Act or other legislation, or where such information has been explicitly labelled as confidential by the Recipient.
	<p>15.02 - FCM's Confidentiality Obligations</p>	<ul style="list-style-type: none"> Other than information that may be disclosed under s.15.01, FCM shall keep confidential any information provided by TAF that is clearly indicated as "confidential"

Summary of Terms and Conditions of Current Draft of Agreement

	<p>15.03 - Waiver of Confidentiality Rights re WTO</p>	<ul style="list-style-type: none"> TAF waives any of its confidentiality rights to the extent that it would impede the Government of Canada from fulfilling its subsidy notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
	<p>15.04 - Disclosure Required by Law</p>	<ul style="list-style-type: none"> The Parties must disclose information if required or ordered to disclose under any applicable law or judicial order.
	<p>15.05 - Access to Information Act</p>	<ul style="list-style-type: none"> Any information provided to FCM in connection with the endowment or the Agreement may be subject to disclosure in accordance with the <i>Access to Information Act, R.S.C., 1985, c. A-1</i>
	<p>15.06 - MFIPPA</p>	<ul style="list-style-type: none"> FCM acknowledges that TAF and the City are bound by the <i>Municipal Freedom of Information and Protection of Privacy Act (Ontario), R.S.O. 1990</i>
<p>Article 16 - General</p>	<p>16.01 - Fund Wind Up Provisions</p>	<ul style="list-style-type: none"> TAF or the City may wind up the federal endowment, subject to the City's rights under the TAF Legislation and upon 180 days' written notice to FCM, except if an event of default takes place within the 180 days notice In the event of Wind Up, FCM is entitled to an amount equal to the greater of the value of the Fund's assets or the Nominal Value. FCM shall not have recourse to either the City Endowment or the Provincial Endowment nor their pro rata shares of any investments or Proceeds in the assets to redress any shortfall in the value of assets at time of wind up.

Summary of Terms and Conditions of Current Draft of Agreement

	16.02 - Severability	<ul style="list-style-type: none"> Any provision of this deemed to be invalid or unenforceable by an arbitrator or a court shall be severed from this agreement
	16.03 - Amendments	<ul style="list-style-type: none"> Any changes to this agreement must be made in writing and signed by the Parties
	16.04 - Waiver	<ul style="list-style-type: none"> Any waiver of the requirements of this agreement must be made in writing by the party giving the waiver
	16.05 - Governing Law	<ul style="list-style-type: none"> Agreement is governed by applicable federal and provincial laws
	16.06 - Entire Agreement	<ul style="list-style-type: none"> This agreement is comprised of all articles and annexes and supersedes all prior agreements
	16.07 - Limitation of Liability	<ul style="list-style-type: none"> The Parties including their respective directors, officers, employees, agents, and elected officials are not liable under this Agreement for any damages of any kind Monetary limits to the liability of TAF and FCM are identified.
	16.08 - Indemnity	<ul style="list-style-type: none"> TAF is solely and fully responsible for the creation and management of the federal endowment. TAF agrees to indemnify the City and FCM for any claims or liability in connection with the agreement.
	16.09 - Further Assurances	<ul style="list-style-type: none"> TAF will provide FCM with any requested documents, agreements, opinions, certificates and instruments required for this agreement
	16.10 - Notices	<ul style="list-style-type: none"> Identifies method and contacts for written notices
	16.11 - Time of the Essence	<ul style="list-style-type: none"> Time is of the essence in this agreement

Summary of Terms and Conditions of Current Draft of Agreement

	16.12 - Third Party Beneficiaries	<ul style="list-style-type: none"> This agreement shall not benefit or create any right or cause of action on behalf of any person other than the Parties
	16.13 - Successors and Assigns	<ul style="list-style-type: none"> Subject to the TAF Act, the Parties may not transfer, assign or delegate any part of this agreement to any other person without the express prior written consent of any other Party to this Agreement
	16.14 - Relationship of the Parties	<ul style="list-style-type: none"> This agreement does not bind the City, TAF of FCM in any other type of relationship not described in the agreement
	16.15 - Remedies Cumulative	<ul style="list-style-type: none"> All rights, powers and remedies provided under this Agreement are cumulative and not alternative
	16.16 - Execution in Counterparts	<ul style="list-style-type: none"> Agreement may be executed in counterparts and may be executed by electronic signature
	16.17 - Excusable Delays	<ul style="list-style-type: none"> Any dates or times related to obligations in this agreement may be postponed for reasons beyond the reasonable control of a party
	16.18 - Reasonableness	<ul style="list-style-type: none"> The parties agree to approve, review, acknowledge, or provide additional information in good faith and in a reasonable manner
	16.19 - Review of Agreement	<ul style="list-style-type: none"> Every five years, the parties shall conduct a review of this Agreement, and may amend the agreement upon mutual agreement

Summary of Terms and Conditions of Current Draft of Agreement

<p>Article 17 - City-Related Matters</p>	<p>17.01 - Custody</p>	<ul style="list-style-type: none"> • Section 8 of the TAF Act shall guide the custody and investment of the federal endowment and the operating grant • The endowment and operating grant will be held in the custody of the City Treasurer, and transferred to TAF at the request of its Board. • The federal endowment and operating grant will be accounted for separately from each of the City Endowment and the Provincial Endowment.
	<p>17.02 - No Recourse</p>	<ul style="list-style-type: none"> • At no time will FCM ever have recourse to the City, the City Endowment or the Provincial Endowment (including any Proceeds from the investment of those endowments or the stabilization fund established under those endowments). • The City agrees that at no time will the City have recourse to the federal endowment and operating grant.
	<p>17.03 - No Conflict with City Endowment or Provincial Endowment</p>	<ul style="list-style-type: none"> • The terms and conditions of this Agreement do not apply to the operation of the City Endowment or Provincial Endowment, unless the context otherwise requires it.
	<p>17.04 - No Fettering of Discretion</p>	<ul style="list-style-type: none"> • Nothing in the Agreement shall restrict or fetter the discretion of Council of the City under the TAF Act, or any statute, by-law, or regulation; nor shall the discretion of the Province of Ontario be fettered under the Transfer Payment Agreement, or any statute, regulation, policy, order or directive.

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Annex A - LC3 Aggregate Fund	<p>Identifies Operating Funds and Recipient Endowment Allocations for all LC3 Entities from the \$177 million LC3 Aggregate Fund:</p> <ul style="list-style-type: none"> • TAF (Greater Toronto and Hamilton Area) • Alberta Eco-Trust Foundation (Calgary) • Alberta Eco-Trust Foundation (Edmonton) • Ottawa Community Foundation (Ottawa) • Greater Montreal Climate Fund (Montreal) • EfficiencyOne (Halifax) • To be determined (Vancouver)
Annex B - National Office Services	<p>Outlines the scope of services of FCM's National Office in support of its two primary mandates: to account to the Government of Canada on behalf of the LC3 Network; and to deliver national collaboration, knowledge-transfer and support services to the LC3 Network</p>
Annex C - Eligible Expenses	<p>Outlines eligible administrative and program expenses for the management of the federal endowment</p>
Annex C1 - Ineligible Project Costs	<p>Eligible Projects involving Grant Funds, Eligible Project Costs shall not include:</p> <ul style="list-style-type: none"> • Any cost that is not directly related to the Eligible Project with reasonable limits on pro-rated Administrative Expenses • Any non-auditable expense • Any cost incurred prior to the receipt of an application for Grant Funds • Non-recoverable taxes, interest charges or financing fees • General business development costs not directly related to an Eligible Project or any fundraising costs • Any cost relating to lobbying activities undertaken by, or on behalf of, the Eligible Recipient for the purpose of obtaining the award of a contract, grant, contribution or any other financial benefit from, or on behalf of, the federal government or a provincial government

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Annex D - Reporting Requirements	<p>Outlines reporting frequency and formats for TAF's federal endowment</p> <ul style="list-style-type: none"> • Management Reporting: <ul style="list-style-type: none"> • Quarterly Reports, Budget and Cashflow, 5-Year Payout Amount calculations, annual unaudited financial statements, auditor's report, investment performance report, completed eligible project data • Annual Statement of Plans and Objectives: <ul style="list-style-type: none"> • Activities Table, narrative report, funding targets for grants, programs and direct investments, anticipated revenues, equity risk, performance management strategies • Annual Report: <ul style="list-style-type: none"> • Applications, eligible projects and disbursements, completed eligible projects, revenues received, activities, environmental performance, executive remuneration
Annex E - LC3 Investment Framework	<p>Outlines the minimum investment requirements of Recipient Investment Policy, to be adopted by the TAF Board and Toronto City Council.</p>