CANADA – THE CORPORATION OF THE CITY OF SAULT STE. MARIE

THE GREEN SHIPPING CORRIDOR PROGRAM

AGREEMENT FOR PORT OF ALGOMA PROJECT

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Transport (“Canada”)

AND **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**, Enacted by Statute April 16, 1912 (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Minister of Transport is responsible for the Program entitled the Green Shipping Corridor (“Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 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 Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2028.

“**Asset**” means any real or personal property or immovable or movable asset 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 on the Agreement End Date.

“**Committee**” means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

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

“**Declaration of Completion**” means a declaration in the form prescribed in Schedule F (Declaration of Completion).

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs incurred that are directly related to the Project and which are considered eligible by Canada and may include cash-equivalent expenditures associated with In-Kind Contributions as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Fair Value**” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“**Final Claim Date**” means December 31, 2027.

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

"**In-Kind Contributions**" means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs. The associated cash-equivalent expenditures may be considered Eligible Expenditures in accordance with Schedule A (Eligible and Ineligible Expenditures).

"**Project**" means the project as described in Schedule B (The Project).

"**Project Approval Date**" means September 4, 2024, which is the date indicated by Canada in writing to the Recipient following Canada's approval in principle of the Project.

"**Project Completion Date**" means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2027.

"**System**" means a secure, self-contained, collaborative web application developed by Canada for the management and monitoring of federal contribution agreements.

"**Third Party**" means any person or legal entity, 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 towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 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 Claims
Schedule E – Communications Protocol
Schedule F – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

a) Canada agrees to pay a contribution to the Recipient of not more than fifty percent (50%) of the total Eligible Expenditures for the Project but only up to a maximum of three hundred and ninety-six thousand nine hundred dollars ($396,900).

b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).

c) If Canada's total contribution towards the Project exceeds fifty percent (50%) 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.

d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.

b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.

c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.

d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.

e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.

f) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.

g) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B (The Project).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).

b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.

c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) 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.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.

b) Where the change is approved by Canada and in accordance with Section 18.14 (Amendments):

   i. The representatives of the Parties identified in Section 18.16 (Notice) will execute the corresponding amendment to the Agreement in the System for insignificant changes to the Project; or

   ii. the Parties will execute the corresponding amendment to the Agreement for significant changes to the Project.

c) Canada will determine whether the change is significant or insignificant.

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT EITHER "as duly authorize by [BYLAW OR RESOLUTION REFERENCE], dated [DATE]" OR "by resolution of its Board of Directors, dated [DATE];

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) 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;*

g) 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*;

h) 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 will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and

i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. AGREEMENT MONITORING COMMITTEE

5.1 ESTABLISHMENT AND DISSOLUTION

a) Within sixty (60) business days of the Effective Date, the Parties will establish a Committee of two (2) members, including one Federal Co-chair, and one Recipient Co-chair, to administer and monitor this Agreement.

b) The Parties agree to notify the other of the appointment within the sixty (60) day period. Any change to the appointment will be communicated to the other Party in writing.

c) The Committee will exist until both Parties agree in writing that the Committee is no longer needed and that the Committee may be dissolved.

d) A Party, with the consent of the other Party, may invite a representative to attend the Committee meetings as an observer.

5.2 MANDATE

The Committee will:

a) monitor the progress of the Project;

b) act as a forum to resolve potential issues and address concerns regarding the

implementation of the Agreement;

c) monitor compliance with the terms and conditions of this Agreement;

d) review the reports set out in Schedule C (Reporting Requirements);

e) review and amend the information in Schedule B (The Project) in the System for changes that are insignificant, in accordance with 3.5 (Changes during the life of the Project) and 18.14 (Amendments);

f) review and amend Schedule F (Declaration of Substantial Completion) to ensure that the list of required documents included therein is appropriate;

g) establish sub-committees, as needed, for carrying out this Agreement.

5.3 MEETINGS, RECOMMENDATIONS AND DECISIONS

a) The Committee may meet as often as necessary but must meet at least once a year.

b) All recommendations and decisions of the Committee must be unanimous and recorded in writing.

c) If the Committee cannot arrive at a unanimous decision or recommendation, the Committee will refer the matter to the Parties for resolution.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

a) The Recipient will 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.

6.2 CONTRACT PROVISIONS

The Recipient will 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 will 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, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be

payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.

b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

The parties agree that the legal duty to consult does not arise for the project.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

a) Canada will not pay interest for failing to make a payment under this Agreement.

b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.

c) Canada will not pay any claims until the requirements under Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

a) The Recipient will submit progress claims to Canada quarterly covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:

i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;

ii. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 (Project Budget and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by Canada;

iii. any reporting due in accordance with Schedule C (Reporting Requirements); and

iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.

b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

a) The Recipient will submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:

i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;

ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Project Budget) and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by Canada;

iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim);

iv. any reporting due in accordance with Schedule C (Reporting

Requirements);

v. a completed Declaration of Completion in accordance with Section 9.5 (Declaration of Completion);

vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Completion); and

vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.

b) 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.

9.4 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to ten percent (10%) of its contribution towards Eligible Expenditures claimed under the Agreement. The amount withheld by Canada may be released at Canada's discretion after the Project Completion Date when the final adjustments have been completed under Section 9.3 (Final Claim and Final Adjustments) and the Recipient fulfills all its obligations under this Agreement, to Canada's satisfaction.

9.5 DECLARATION OF COMPLETION

a) Prior to executing the Declaration of Completion for each Project, the Recipient will request confirmation in writing from Canada as to whether that Declaration of Completion lists all relevant documents.

b) The Declaration of Completion for each Project must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

9.6 THE SYSTEM

The System will be used to process claims and payments, monitor the Agreement and adjust and amend Schedule B (The Project) under this Agreement in accordance with Section 3.5 (Changes during the life of the Project) and 18.14 (Amendments).

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

11.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).

11.2 INTENTIONALLY OMITTED

11.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

11.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

11.5 RECORD KEEPING

The Recipient will 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.

11.6 ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12. COMMUNICATIONS

12.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

12.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and 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.

12.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

a) its name, the amount awarded by Canada, and the general nature of the Project; and

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

12.4 OFFICIAL LANGUAGES

a) the Recipient will make available in both official languages any document or other information related to the Project that is intended for the information of, or use by the public;

b) the Recipient will provide its services, when appropriate, in such a manner as to address the needs of both official languages communities; and

c) the Recipient shall encourage members of both official languages communities to participate in the Project.

13. INTELLECTUAL PROPERTY

a) All intellectual property that arises in the course of the Project will vest in the Recipient.

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 will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

14. DISPUTE RESOLUTION

a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.

d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

a) the Recipient has not complied with one or more of the terms and 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 made a false or misleading representation in respect of the Project or in 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, takes the benefit of any statute relating to bankrupt and insolvent debtors or goes into receivership or bankruptcy;

f) the Recipient is wound up or dissolved.

15.2 DECLARATION OF DEFAULT

Canada may declare a default if:

i. In Canada's opinion, one or more of the Events of Default occurs;

ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and

iii. the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;

b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;

c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;

d) terminate the Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 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 or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) 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, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) 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, capital lease or other long term obligation;

in relation to this Agreement or 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 an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. ASSETS

a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project will be the responsibility *[if Recipient owns Assets, insert "*and remain the property*"]* of the Recipient.

b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.

c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

18.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with generally accepted accounting practices and principles in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

18.4 DEBTS DUE TO THE FEDERAL CROWN

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

18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.

b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 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 will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Notwithstanding, insignificant changes made to Schedule B (The Project) in accordance with Section 3.5 (Changes during the Life of the Project) may be done through the System.

18.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 NOTICE

a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Robyn Silver
Executive Director, Major Initiatives and Program Development
330 Sparks Street
Ottawa, Ontario
K1A 0N5
gscprogram-programmecmv@tc.gc.ca

Recipient:
Tom Vair
Chief Administrative Officer (CAO)

99 Foster Dr.
Sault Ste. Marie, Ontario, P6A 5X6
cao.vair@cityssm.on.ca

b) Such notice will be deemed to have been received:

   i. in person, when delivered;

   ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;

   ii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.

c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

18.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

18.19 SUCCESSORS AND ASSIGNS

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

19. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Transport and on behalf of The Corporation of the City of Sault Ste. Marie by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per: Joshua LaRocque Director General, Transportation Infrastructure Programs, Transport Canada	Per: Matthew Shoemaker Mayor
	Per: Rachel Tyczinski City Clerk
DATE	DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Project Completion Date; and
- consist of the following categories of expenditures:
    - Staff salaries and benefits (such as wages; employer's portion of: Employment Insurance, Canada Pension Plan/Quebec Pension Plan, and disability insurance; private insurance; and benefits paid to staff working on the project);
    - Professional fees for contracted services (e.g., accounting, audit, communications services, feasibility studies);
    - Storage and warehousing fees;
    - Communication and translation costs;
    - Expenditures related to data analysis, monitoring, collection as well as data validation services;
    - Expenditures related to design, development, preparation, construction, retrofit, installation, rehabilitation, deployment, demonstration, and testing (e.g., to vessels, onshore infrastructure and equipment, and facilities);
    - Purchase of low carbon intensity fuels;
    - Discounted harbour dues or other financial incentives for ships that reduce their emissions or other environmental impacts;
    - Training costs (e.g. related to new technologies, equipment, software);
    - Licenses and permits;
    - Rents, leases, leasehold improvements, and related insurance costs;
    - Administrative expenditures (including general administration expenditures, rent, insurance, office equipment rental, and membership fees (no more than 15% of Transport Canada's total contribution for the project);
    - Travel expenditures (including the costs of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals-in accordance with the rates and allowances of the Travel Directive of the National Joint Council). Unless otherwise accepted by Canada, accommodation, travel and per diem expenses as set out in the Travel Directive of the National Joint Council;
    - Expenditures for Indigenous consultations, specifically project-related consultation activities pursuant to the Crown's legal duty to consult, which may include expenditures associated with meetings, travel costs, expenditures related to the preparation of consultation materials, professional fees, communication and translation costs, and administrative expenditures (travel expenditures to be in accordance with the Travel Directive of the National Joint Council);
    - Other expenditures not included in the categories above, as identified in the application for funding approved by the Minister or their delegated representative, that are directly related to the project and required to achieve the objectives and results of the Program.

Eligible Expenditures can be cash-equivalent expenditures associated with In-Kind Contributions. These expenditures may be reimbursed so long as the following three criteria are met:

1) The associated costs are deemed as Eligible Expenditures and have been approved by Canada;
2) The associated costs are not a donation received from a third party; and
3) The associated costs are related to goods, services or other support that would otherwise be purchased and paid for by the Recipient as essential for the Project.

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of the Project but are not reimbursable.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- Expenditures for Provincial Sales Tax and Goods and Services Tax, or the Harmonized Sales Tax, where applicable, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- The cost of purchasing land and/or buildings, including associated real estate and other fees;
- Financing charges and interest payments on loans;
- Expenditures which have been reimbursed under other federal statutes or programs.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

The project aims to re-establish the business case for port development, examining its potential to bolster economic growth in the region. The project includes planning and preparation for constructing improved facilities within the port complex to position the project as "shovel ready". The project seeks to develop a comprehensive and sustainable port model that aligns with the interests of The City of Sault Ste. Marie, and existing/emerging industries in the region. This model will serve as a blueprint for enhancing collaboration efforts, optimizing operational efficiency, and fostering innovation within the port complex.

Objective(s):

The objective of the project is to enhance the port complex strategically to accommodate the rising demand for inbound and outbound goods and resource-based commodities among key industrial users in the Sault Ste. Marie regional area, remove barriers to facilitate the adoption of emission-reducing equipment and infrastructure to enhance environmental sustainability and mitigate investment risks to advance the technology readiness level of low carbon and zero-emission ship technology and marine fuels.

Activities:

- Develop a comprehensive and sustainable port model and "shovel ready" plan
  - Recruitment
    - A competitive recruitment process will be conducted to hire a qualified Project Manager
    - Form a Project Management Team
  - Technical Assessment
    - Undertake multidisciplinary technical studies to evaluate nautical, infrastructural, logistical, and operational aspects.
    - Explore pathways towards net-zero emission fuels and energy at ports or harbors, including electrification where feasible.
    - Explore net-zero emission technologies, fuels, and energy sources for vessels operating within the port complex.
    - Explore infrastructure to facilitate shore power access, enabling vessels to reduce emissions while docked.
    - Explore measures to enhance energy efficiency across port operations, optimizing resource utilization and minimizing environmental impact.
    - Identify opportunities for operational improvements, streamlining processes, and minimizing emissions throughout the port complex's operations.
    - Conduct an updated demand analysis to assess market dynamics and marine activity. Update/Refresh from previous KPMG (2011) and Port of Antwerp (2015) studies.
  - Engagement
    - Form of a working group comprising stakeholders from the City of Sault Ste. Marie, Algoma Steel, Project Manager/Consultant, and other relevant parties.
    - Facilitate workshops and meetings to solicit input from key stakeholders, foster dialogue, and collaboratively shape the port model and implementation strategies.
    - engaging with stakeholders, local businesses, government agencies, First Nations, and community groups, to establish a common understanding of goals, challenges, and opportunities.
  - Governance Model
    - Designing a robust governance framework delineating roles and responsibilities for port development, management, and operations.
  - Dissemination of Project Results
    - Interactive website dedicated to the project
    - Social Media
    - Newsletters
    - Industry conference and workshops

Project Outcomes:

In order to illustrate how the Project will contribute to help advance the establishment of green shipping corridors and the decarbonization of the marine sector along the Great Lakes, the St. Lawrence Seaway as well as Canada's East and West coasts, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

Indicator	How is the indicator calculated/measured/guidance	Required Units
Number of shore power installations	**Part 1:** Total number of shore power installations by port **Part 2:** Provide the power capacity for each shore power installation in kilowatts	Number
Utilization rate of shore power installations	To calculate the utilization rate of shore power installations use the following formula: Utilization Rate= (Total Hours of Shore Power Used/Total Available Hours of Shore Power)*100 Where: Total available hours = # of shore power installation * #hours/day * days The utilization rate must be reported annually from Year 1 of the project through to the project's final year.	Number in percentage
Shore power electrical usage	Measured in electrical consumption of the shore power installations. The electrical consumption must be reported annually from Year 1 of the project through to the project's final year.	kWa/Year
Number of low carbon or zero-emission fuel bunkering infrastructure built	**Part 1:** Total number of low carbon or zero-emission fuel bunkering infrastructure built, based on the type of marine fuel: - Low carbon biofuels - Methanol - Ammonia - Other **Part 2:** Describe the bunker facility: - Location - Potential users (name of vessel owners or operators) - Production of fuel (in liters)	Number/Type & Production in Liters
Number of zero-emission or low carbon re-fueling infrastructure installations	**Part 1:** Total number of zero-emission or low carbon re-fueling infrastructure installations, based on the type of marine fuel: - Low carbon biofuels - Methanol - Ammonia - Other **Part 2:** Describe the re-fueling infrastructure installation: - Location - Users (name of vessel owners) - Capacity (in liters)	Number/Type & Capacity in Liters
Amount of GHG reduced by ports	Up to date GHG reductions estimates using the GHG workbook, including whether any assumptions used to estimate GHG emissions have changed. The GHG reductions estimates must be reported annually from Year 1 of the project through to the project's final year.	ktonne carbon dioxide equivalent

Indicator	How is the indicator calculated/measured/guidance	Required Units
Number of studies and/or reports disseminated to marine stakeholders (through workshops, publications, presentations).	**Part 1**: Total number of tangible deliverables created, based on type of deliverables: - Workshops - Publications of results - Presentations **Part 2:** Describe the quantitative impact of deliverables, including: - Number of participants to workshops and presentations - Number of media products (news releases, social media campaigns, newsletters, etc.) - Number of interviews - Number of downloads - Number of views - Number of shares (web traffic, number of requests for products, etc.) - Number of citations	Number of deliverables developed
Number of partnerships established involving shoreside infrastructure owners/operators and vessel owners/operators	Total number of partnerships established, including: - Shoreside infrastructure owners/operators - Vessel owners/operators A partnership in the context of shipping value chains and decarbonization refers to a collaborative arrangement where multiple parties join forces to achieve shared goals related to green shipping corridors. Each partner's roles and responsibilities are clearly defined, specifying how each party will contribute to the project's success.	Number/Type
Number of indigenous governments and communities engaged	Total number of indigenous governments and communities engaged To be counted in the tally of engaged Indigenous governments and communities, they must be actively involved in the project's implementation. This includes clearly defining their roles, responsibilities, and contributions, and ensuring their participation and input are integrated throughout all stages of the project's development and execution.	Number

This data is collected only for the purpose of performance measurement and reporting to Canadians.

An update on Project outcomes using the performance indicators should be provided in each Annual Report for multi-year projects, and in the Final Report. Some outcomes can only be measured after Project completion, in which case, they would be provided in the Final Report only.

SCHEDULE B.2: PROJECT BUDGET

A. ELIGIBLE EXPENDITURES	TOTAL	FISCAL YEAR BREAKDOWN		
		2024/ 2025	2025/ 2026	2026/ 2027
A.1 TOTAL ELIGIBLE PROJECT EXPENDITURES				
Professional fees (Consulting)	**$755,800**	$377,900	$188,950	$188,950
Communication and translation costs (Marketing)	**$27,000**	$9,000	$9,000	$9,000
Travel	**$11,000**	$11,000	$0	$0
TOTAL A.1: TOTAL ELIGIBLE PROJECT EXPENDITURES	**$793,800**	**$397,900**	**$197,950**	**$197,950**

B. REIMBURSABLE EXPENDITURES	TOTAL	FISCAL YEAR BREAKDOWN		
		2024/ 2025	2025/ 2026	2026/ 2027
Total Eligible Project Expenditures (Total A1)	**$793,800**	$397,900	$197,950	$197,950
- Total from third party contributors (Total C.2)	**$198,450**	$66,150	$66,150	$66,150
= TOTAL B : REIMBURSABLE EXPENDITURES	**$553,350**	$388,450	$82,450	$82,450
C. SOURCES OF FUNDING	**TOTAL**	**2024/ 2025**	**2025/ 2026**	**2026/ 2027**
C.1: RECIPIENT FUNDING				
Cash	**$198,450**	$66,150	$66,150	$66,150
SUBTOTAL C.1: RECIPIENT FUNDING	**$198,450**	**$66,150**	**$66,150**	**$66,150**
C.2 : OTHER CONTRIBUTORS				
Economic Development Corporation (SSM)				
Cash	**$198,450**	$66,150	$66,150	$66,150
SUBTOTAL C.2: TOTAL FROM THIRD PARTY CONTRIBUTORS	**$198,450**	**$66,150**	**$66,150**	**$66,150**
SUBTOTAL C.3: MAXIMUM CANADA CONTRIBUTION	**$396,900**	**$265,600**	**$65,650**	**$65,650**
TOTAL C: TOTAL FUNDING FOR THE PROJECT (C1+C2+C3)	**$793,800**	**$397,900**	**$197,950**	**$197,950**

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C.1: PROGRESS REPORT

The Recipient will submit a progress report on a quarterly basis, unless otherwise communicated by Canada. The progress report must include the following information:

a) general description of the Project progress and major achievements to date;

b) cost report. The Recipient will report on any significant deviations in actual costs compared to Schedule B.2 (Project Budget); and on any significant deviations in the cash flow forecast compared to the forecast in previous claim.

c) issues, areas of concern or risk factors that may affect completion, the schedule or the budget of the Project as per original plans and the proposed mitigation strategies to correct the situation;

SCHEDULE C.2: ANNUAL REPORT

The Recipient will submit an annual report on March 31 of each fiscal year of the project, unless otherwise communicated by Canada. The annual report must include the following information:

a) general description of the Project progress and major achievements to date;

b) updated data on performance indicators listed in Schedule B.1 (Project Description) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes;

    a. for social media reporting, the data collection is based on the # of hits on Recipient website including followers, favourites, etc. (e.g. Facebook, Twitter and/or any other social media sites).

c) cost report. The Recipient will report on any significant deviations in actual costs compared to Schedule B.2 (Project Budget); and on any significant deviations in the cash flow forecast compared to the forecast in previous claim.

d) issues, areas of concern or risk factors that may affect completion, the schedule or the budget of the Project as per original plans and the proposed mitigation strategies to correct the situation;

e) highlights of communication activities of the Project during the reporting period; and

f) corporate update. The Recipient will report on any internal corporate and material changes; and how these changes may affect the project.

SCHEDULE C.3: FINAL REPORT

The Recipient will submit a final report to Canada with the final claim. The final report will include:

a) general description of the Project's major achievements, including any variations to the original activities and timelines;

b) updated data on performance indicators listed in Schedule B.1 (Project Description) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes;

c) updated Total Project Costs and funding sources;

d) highlights of any communication activities for the Project since the last reporting period, if applicable; and

e) lessons learned about how issues were addressed or solutions were found.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the "Recipient"), represented by _____(Name), concerning the Port of Algoma Project (the "Agreement").

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

1. That 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 am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate 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.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in 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.

Dated, this _____day of _____20___

_____
Signature

SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the "Recipient"), represented by _____(Name), concerning the Port of Algoma Project (the "Agreement").

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

1. That 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 am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate 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.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in 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.
7. The Project as defined in the Agreement has been completed.
8. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:

   [INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
9. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
10. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____day of _____20___

_____
Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products

The Parties may jointly develop information kits, brochures, public reports, social media messages and website material for the public about the Project.

News Releases

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as the start of Project work or completion of the Project. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

Press Conferences, Public Announcements and Other Joint Events

The Parties will cooperate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements of the funding project's findings and outcomes at such events. No public announcement for the Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

Signage

Prior to the implementation of the Project under this Agreement, the Recipient will advise Canada if it will produce and install a sign to recognize federal funding. Any signage will be supplied, erected, and maintained by the Recipient. This sign must follow Federal Identity Program guidelines, in both official languages specifying that the Project is financed by contributions from the Government of Canada and the Recipient and must be reviewed and approved by Canada.

COMMUNICATION COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE F – DECLARATION OF COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the "Recipient"), represented by _____(Name), concerning the Port of Algoma Project (the "Agreement").

I, _____(Name), of the City/Town of _____,
Province/Territory of _____, 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.

   a. I have received the following documents for the Port of Algoma 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.

   b. Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been completed, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.

3. All terms and conditions of the 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