

SCHEDULE "A"

CANADA – CORPORATION OF THE CITY OF PORT COLBORNE NATURAL INFRASTRUCTURE FUND GRANT AGREEMENT FOR CONSTRUCTED WETLAND AND WALKING TRAIL

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 Infrastructure and Communities, hereinafter referred to as the Minister of Housing, Infrastructure and Communities ("Canada"),

AND

CORPORATION OF THE CITY OF PORT COLBORNE, continued or incorporated pursuant to the Municipal Act of Ontario, 2001 (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Minister of Housing, Infrastructure and Communities is responsible for the Program entitled the Natural Infrastructure Fund (the "Program");

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

WHEREAS the Recipient is a municipal government which is eligible under the Program and has submitted to Canada an application dated July 29, 2022, which successfully met the selection criteria and qualifies for funding 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 grant agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2029, unless terminated earlier in accordance with this Agreement.

"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, including but not limited to any Non-owned Asset.

“Asset Disposal Period” means the period commencing from the Effective Date and ending twenty (20) years after the Project Completion Date.

“Communications Activity” or **“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“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.

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

“Eligibility Criteria” means the eligibility criteria as described in Schedule C (Eligibility Criteria).

“Eligible Expenditures” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Event of Default” means a predefined circumstance that allows the non-defaulting party to terminate the agreement.

“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 Report” means the report described in Section 8.

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

“Grey Infrastructure” means features of the built environment made exclusively of engineered materials such as concrete and steel, including but not limited to buildings, water treatment plants, culverts, and roads.

“Hybrid Infrastructure” means the use of Grey Infrastructure to enhance or support Natural Infrastructure and/or the use of ecosystem features.

“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.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Natural Infrastructure” means the use of preserved, restored or enhanced ecosystem features and materials, including but not limited to water, native species of vegetation, sand and stone, to deliver targeted community services and infrastructure outcomes, such as resilience services, environmental quality services, access to nature services, carbon sequestration benefits, and biodiversity benefits. For clarity, Natural infrastructure can be naturally occurring or engineered using exclusively ecosystem features and materials.

“Non-owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Program Application Form” means the Project’s Program funding application information provided through Housing, Infrastructure and Communities Canada’s online Program application.

“Project” means the project as described in Schedule B (The Project).

“Project Approval Date” means December 19, 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 60 days prior to Agreement End Date.

“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.

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 – Communications Protocol

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 GRANT BY CANADA

- a) Canada agrees to pay a grant to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of forty eight thousands eight hundred dollars (\$48,800) under this Agreement which will be payable in accordance with the terms and conditions of this Agreement and Schedule B.3 (Grant Payment Schedule).
- b) Canada will retain 5% of the grant amount, under this Agreement, as a holdback.
- c) The Parties acknowledge that Canada's role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it make substantial changes to its project design.
- b) The Recipient will complete the Project in accordance with Schedule B (The Project), and in accordance with the terms and conditions of this Agreement.
- c) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- d) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- e) During the Asset Disposal Period the Recipient will ensure:
 - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,
 - ii. the ongoing operation, maintenance, and repair of any Asset as per appropriate standards.

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 grant payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Grant Payment Schedule).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the amount in Schedule B.2 (Grant Payment Schedule), 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 grant payable pursuant to Section 3.1 (Grant by Canada) may be reduced by the amount of the requested re-allocation. If the grant payable by Canada pursuant to Section 3.1 (Grant 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, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

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 12 (Default) and Canada may declare a default pursuant to Section 12 (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 and the Recipient will provide Canada the copy of the bylaw or resolution.
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- 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 in its Program Application Form, as described in Schedule B.1 (Project Description), and 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) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- i) The Recipient will award and manage all Contracts in accordance with its policies and procedures and 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.
- j) The Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

5. GRANT PAYMENT(S)

- a) Canada will pay the grant payment to the Recipient in accordance with Schedule B.3 (Grant Payment Schedule) after receiving evidence from the Recipient, satisfying Canada that the Recipient has fulfilled all its obligations under this Agreement and continues to meet the Eligibility Criteria, described in Schedule C, and such payments will be:
 - i) in the case of the initial disbursement, upon the Parties' execution of this Agreement; and
 - ii) in the case of the 5% holdback, described in Section 3.1(b), when the Recipient provides the Final Report described in Section 8; all to Canada's satisfaction fulfilled all of its obligations under this Agreement.
- b) Canada will make a payment to the Recipient upon review and acceptance of the request for grant payment.
- c) Canada will not be obliged to make a grant payment where the Recipient fails to submit the information required under this Agreement and a request for a grant payment within the timeline set out in Schedule B.2 (Grant Payment Schedule).
- d) Canada will not pay interest for failing to make a payment under this Agreement.

6. ENVIRONMENTAL AND IMPACT ASSESSMENT

6.1 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.

6.2 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.

7. INDIGENOUS CONSULTATION

7.1 INDIGENOUS CONSULTATION

The Recipient agrees that:

- a) it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. provide a report to Canada, which will include:
 - (1) a list of all Indigenous communities contacted;
 - (2) a summary of all communications with the Indigenous communities;
 - (3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - (4) any other information Canada may consider appropriate.
- b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- c) no construction or any other physical activity, including site preparation may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

7.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that clause 7.1 will be applicable.

8. REPORTING

8.1 ANNUAL REPORT

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than five (5) business days following March 31st.
- b) The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.
- c) Each report must include, at a minimum, Summary of the implementation progress of the project, including:
 - i. Recipient name;
 - ii. Project title and Project identification number;
 - iii. Reporting period dates;
 - iv. confirmation or update on project timing;
 - v. benefits expected for communities and populations, including high-needs communities; and
 - vi. employment in the community associated with project funding, including inclusive employment where reporting is possible.

8.2 **FINAL REPORT**

- a) The Recipient will submit a final report to Canada with its request for holdback. no later than 60 days prior to the agreement end date..
- b) The Final Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) The final report will include a cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (The Project);
 - ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;

9. **AUDIT AND EVALUATION**

9.1 **RECIPIENT AUDIT**

- a) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards.
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.

9.2 **AUDITOR GENERAL OF CANADA**

[INTENTIONALLY OMITTED]

9.3 **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.

The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

9.4 **CORRECTIVE ACTION**

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

9.5 **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.

9.6 **ACCESS**

The Recipient will provide Canada and its 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.

10. **COMMUNICATIONS**

10.1 **COMMUNICATIONS PROTOCOL**

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

10.2 **RECOGNITION OF CANADA'S GRANT**

The Recipient will acknowledge Canada's grant 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.

10.3 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.

11. DISPUTE RESOLUTION

- a) In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.
- b) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.

12. DEFAULT

12.1 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 no longer meets the Eligibility Criteria;
- 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.

12.2 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.

12.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 12.2 (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 make a grant payment 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 make a grant payment 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 grant paid by Canada to the Recipient;
- d) terminate the Agreement.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 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.

13.2 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.

13.3 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.

14. GENERAL

14.1 PUBLIC BENEFIT

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

14.2 SURVIVAL

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

14.3 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.

14.4 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*.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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, 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.

14.12 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.

14.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B.2 (Project Budget) which do not result in an increase to the maximum amount of Canada's contribution under section 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

14.14 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.

14.15 NOTICE

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

Canada:

DIRECTOR,
CLIMATE MITIGATION AND ADAPTATION COMMUNITY PROGRAMS
HOUSING, INFRASTRUCTURE AND COMMUNITIES CANADA
1100 - 180 KENT STREET
OTTAWA, ONTARIO
K1P 0B6
NIF-PM-FIN-SP@INFC.GC.CA

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

Recipient:

DRAINAGE SUPERINTENDENT CITY OF PORT COLBORNE
66 CHARLOTTE STREET
PORT COLBORNE, ONTARIO
L3K 3C8
ALANA.VANDERVEEN@PORTCOLBORNE.CA

- b) Such notice will be deemed to have been received:
 - i. in person, when delivered;
 - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
 - iii. 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.

14.16 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.

14.17 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.

14.18 SUCCESSORS AND ASSIGNS

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

15. 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.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, information related to the Project including reports, photos and videos provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program or any other future program administered by Canada.

16. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada, and on behalf of the City of Port Colborne, on the date below each Party's respective signature.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

CITY OF PORT COLBORNE

Per: Paul Loo
Director General
Resilient and Innovative Communities
Housing, Infrastructure and Communities
Canada

Per: William Steele
Mayor

Date

Date

Per: Charlotte Madden
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

- a) Eligible expenditures are costs considered by Canada to be direct and necessary for the successful implementation of an eligible project, and are incurred by an eligible recipient, excluding those explicitly identified in the Ineligible Expenditures section below.
- b) For more certainty, eligible expenditures include, but are not limited to:
 - i. Costs that are incurred between May 1, 2021, and December 31, 2028.
 - ii. Capital costs to construct, create, expand, restore, improve or enhance Natural Infrastructure or hybrid capital infrastructure assets will only be eligible as of project approval.
 - iii. Fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the capital project, including for example, feasibility, planning and design, and co-benefit valuation;
 - iv. Costs of environmental assessments, monitoring and follow up activities as required by the Impact Assessment Act or equivalent legislation;
 - v. Costs associated with required temporary or permanent signage that includes the cost of creation and posting of signage;
 - vi. Costs for the purpose of Indigenous consultation/engagement activities. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient of the given project, are reasonable, as determined by Canada, and support consultation efforts, activities or tools and are not used to fund litigation against the Crown.
 - vii. Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
 - viii. Exceptionally, salaries, wages and other incremental costs (i.e., materials or equipment) of the recipient provided that:
 - a. The recipient confirms and substantiates that it is not economically feasible to tender a contract;
 - b. The costs are incurred and directly in respect to the work that would have been subject of the contract; and
 - c. The arrangement is approved in advance and in writing by Canada.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

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:

- a) Project costs incurred prior to May 1, 2021 including costs related to contracts signed prior to May 1, 2021, or after December 31, 2028
- b) All capital costs, site preparation and construction costs, for all projects, until Canada is satisfied that the Impact Assessment Act, or equivalent provincial and territorial legislation, and Indigenous consultation obligations have been met and continue to be met;
- c) Non capital costs that may enable the project to be carried out in whole or in part, for projects subject to the Impact Assessment Act, or any other relevant legislation, until Canada is satisfied that the Environmental/Impact Assessment obligations have been met and continue to be met. In exceptional circumstances, Canada may choose to pay non capital costs necessary to ensure the successful implementation of an eligible project.
- d) Cost incurred for cancelled projects;
- e) Land acquisition
- f) Real estate fees and related costs;
- g) Costs related to the purchase or construction of buildings or facilities (except particular natural infrastructure or hybrid infrastructure elements that may be eligible e.g., green roofs, living walls);
- h) Leasing land, buildings and other facilities;
- i) Cost of leasing of equipment by the recipient except if the equipment is directly related to the construction of the project;
- j) Financing charges, legal fees, and loan interest payments including those related to easements (e.g., surveys) (except as specifically indicated as eligible for Indigenous recipients);
- k) Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- l) Costs associated with operating expenses and regularly scheduled maintenance work;
- m) Services or work that is normally provided by the recipient or a related party;
- n) Salaries and other employment benefits of any employees of the recipient except as outlined above in Eligible Project Expenditures (paragraph b) vii);
- o) In-kind contributions (goods or services);
- p) Costs related to business promotion;
- q) Costs for activities intended to directly influence/lobby governments;
- r) Travel costs, except for environmental assessment or Indigenous consultation purposes or if proven essential for a project in a rural, remote, or northern area.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

The City of Port Colborne’s *Constructed Wetland and Walking Trail* project will create a blue space that has stormwater retention potential, that will provide greater ecological service than the current field it is. Gravel trails will provide a permeable surface increase ground infiltration of storm water and allow visitors to easily access the new wetland feature for learning and enjoying the space.

Objective(s):

This project will use natural infrastructure for drainage improvement with the construction of a wetland to provide overflow for the adjacent municipal drain in order to curb issues stemming from stormwater runoff, while creating trails, ark features that the community can use.

As part of this project, the City of Port Colborne will :

- Construct an approximate 6100 m² wetland, intended to create a flow balance in the watershed and reduce the impact of flooding on the properties in the lower part of the waters;
- Construct approximately a 450 meter permeable walking paths;
- Create natural habitat with native tree and shrub plantings (between 25 to 35) consistent with Carolinian forest species.

List of Assets:

Assets
A – PARKS/GREENSPACES
B – WETLANDS
C – DESIGN ELEMENTS i. Trails

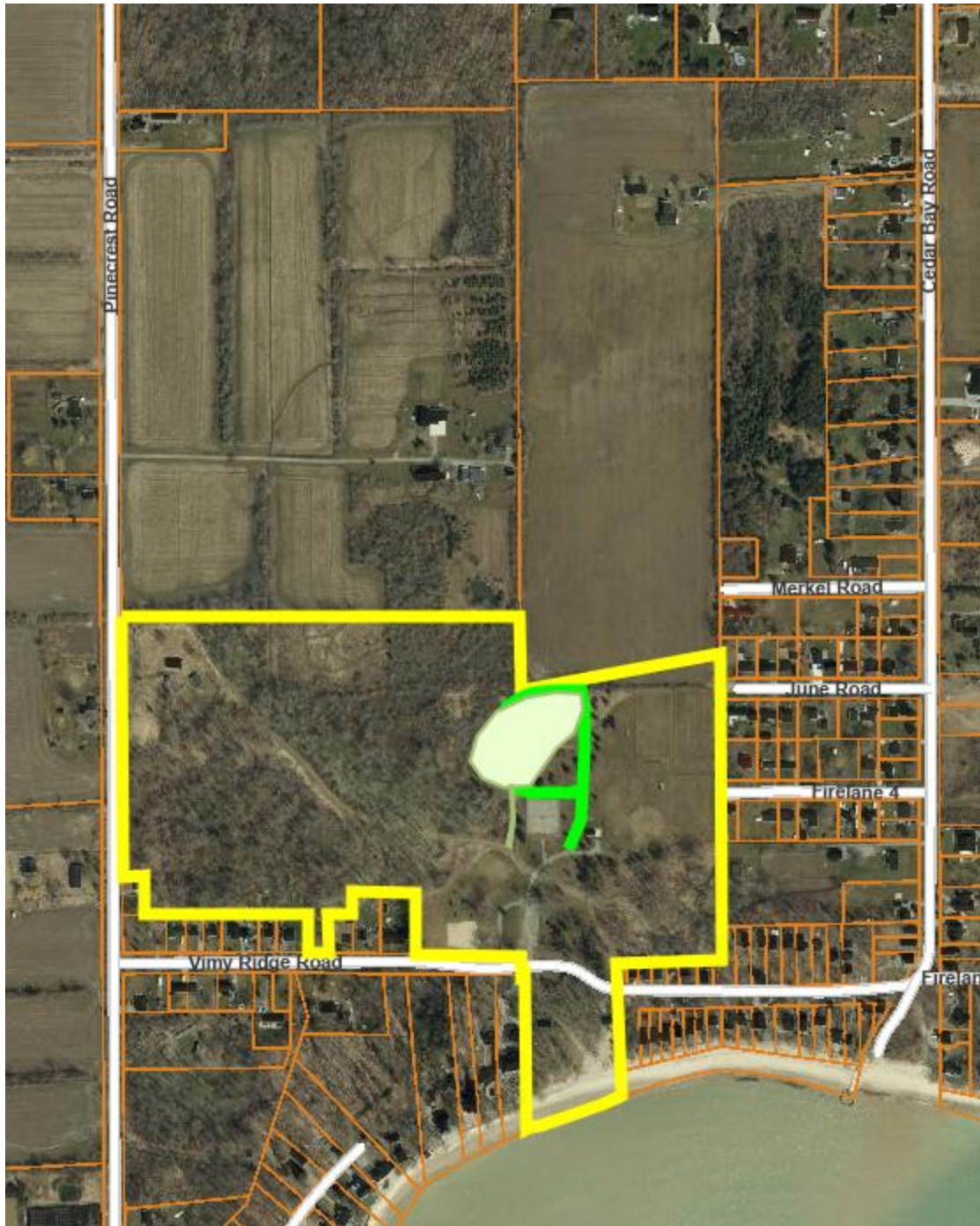
SCHEDULE B.1.2: EXPECTED RESULTS AT PROJECT COMPLETION (by asset or asset system):

Expected Outputs and immediate Outcome(s)	Indicators	Current	Forecasted	Actual Results (info to be included in final report)
Increased structural or natural capacity to provide community services	Number of Natural Infrastructure or Hybrid Infrastructure assets (by type) receiving investments	A.1 B.0 C. i.0	A. 1 (1.85 Ha) B. 1 (Approx 6100m ²) C. i.1 (Approx 450m)	

Expected intermediate Outcome(s)	Indicators	Current	Forecasted	Actual Results (info to be included in final report)
Increased awareness of Natural Infrastructure.	Recipient seeking to undertake their first known Natural Infrastructure project.	n/a	Yes	
Indigenous peoples benefit from investment in Natural Infrastructure projects	Value of investment in Indigenous-led project (if applicable)	n/a	n/a	
Achieve human well-being co-benefits through climate smart ecosystems	Number of direct jobs created	n/a	7	
	Overall project is enhancing access to nature	n/a	Yes	
	Project is in proximity to lower income neighborhoods	n/a	No	
Minimum Federal Requirements	<p>All projects under the Program must meet the following federal requirements, including:</p> <ul style="list-style-type: none"> a) Compliance with environmental assessment and determination obligations, as well as Indigenous consultation obligations, and modern treaty obligations. b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws. 			

SCHEDULE B.1.3: Boundaries

		Project Component Mid-Points	
Project Component	Midpoint km	CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
Centennial Park Field	n/a	+42.877214	-79.179474



SCHEDULE B.2: PROJECT BUDGET

Table 1:

Project Budget	Amount
Total Project Cost	\$140,000
Total Eligible Cost	\$140,000

Table 2:

Total Canada Contribution	Annual Breakdown	Total
	2024-25	
Canada Contribution	\$48,800	\$48,800

Table 3: Other Sources of Funding

Cash	
Recipient – City of Port Colborne	\$91,200
Total Other Sources of Funding	\$91,200

SCHEDULE B.3: GRANT PAYMENT SCHEDULE

Payment Period	Required Documents	Document Due Date	Payment Date
Grant Payment	Grant Agreement signed by both Parties	N/A	Within 30 calendar days of Effective Date
Holdback payment	Final Report	Insert Date as per the project timeline, but in all cases, no later than January 31 st , 2029.	Within 30 calendar days of approval of required documents by Canada

SCHEDULE C – COMMUNICATIONS PROTOCOL

SCHEDULE C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

SCHEDULE C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada.

SCHEDULE C.3 GOVERNANCE

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

SCHEDULE C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a. Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b. Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c. All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d. Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e. The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f. As the Government of Canada has an obligation to communicate in English and French, Communications products developed and published by Canada related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g. The conduct of all Joint Communications will follow the *Table of Precedence for Canada* (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

SCHEDULE C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at <https://housing-infrastructure.canada.ca>. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.
- b. The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@infc.gc.ca along with the Project's name and location.

SCHEDULE C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

SCHEDULE C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are published on Housing, Infrastructure and Communities Canada's website, at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain

in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada in the Final Report as per Section 8. (Reporting).

SCHEDULE C.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-programhttps://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

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