

**CANADA – CORPORATION OF THE TOWN OF FORT FRANCES  
AIRPORTS CAPITAL ASSISTANCE PROGRAM  
AGREEMENT FOR THE PURCHASE OF A PLOW TRUCK**

This Agreement is made as of the date of last signature

**BETWEEN:**                **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as  
represented by the Minister of Transport ("Canada")

**AND**

**THE CORPORATION OF THE TOWN OF FORT FRANCES**,  
continued or incorporated pursuant to *An Act to provide for the  
Incorporation of Towns in Territorial Districts* in the province of  
Ontario, as represented by the Mayor and the Clerk (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 Airports Capital Assistance Program ("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 twelve (12) months after Project Completion Date.

**"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 March 31, 2042.

**"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.

**"Eligible Expenditures"** means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

**"Eligible Airports"** means either a:

- a) Certified Airport which is not owned or operated by the federal Crown;  
OR
- b) Remote Airport, which is not owned or operated by the federal Crown;  
OR
- c) Registered Aerodrome that is not owned or operated by the federal Crown.

**"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 the earlier of three (3) months after the Project Completion Date of the Project and March 31, 2023.

**"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.

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

**"Operating Period"** means the period commencing from the Effective Date and ending three (3) years after the Project Completion Date.

**"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, 2022.

**"Qualified Bid"** means a bid that meets the minimum technical requirements of the Project as outlined in the bid specification.

**"Registered Aerodrome"** means an Aerodrome which has been registered in accordance with Subpart 301 of the *Canadian Aviation Regulations*.

**"Remote Airport"** means an airport that is a remote airport under the terms of the National Airports Policy issued July 13, 1994.

**"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

## **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 one hundred percent (100%) of the total Eligible Expenditures for the Project but only up to a maximum of three hundred and sixty thousand dollars (\$360,000.00).
- 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 one hundred percent (100%) 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) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) 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).
- i) The Recipient will only use the Asset on Airport property. Canada may reduce its contribution proportionally for any use of an Asset not on Airport property (e.g., if an Asset is used off of Airport property 50% of the time and Canada's contribution is 100% of Eligible Expenditures, Canada's contribution would then be reduced to 50% of Eligible Expenditures).

#### **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), Canada will not re-allocate the difference between the two amounts to a subsequent Fiscal Year. The amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) will be reduced by the amount of this difference and, as a result, 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).
- c) Notwithstanding the foregoing, the Recipient may request additional funding from Canada. It is solely up to Canada's discretion and approval to provide any additional funding to the Project.

### **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 as duly authorized by \_\_\_\_\_, dated \_\_\_\_\_;
- 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.
- j) the Airport meets the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- k) the Airport will continue to meet, during the Operating Period, the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- l) except in the case of a Remote Airport, provides year round regularly scheduled commercial passenger service; and
- m) except in the case of a Remote Airport, handled a minimum of one thousand (1,000) regularly scheduled commercial passengers annually for each of the last three (3) calendar years.

## **5. [INTENTIONALLY OMITTED]**

## **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. Situations where Canada may accept the use of non-competitive tendering are as follows:
  - i. the nature of such Project is such that it could be executed more expeditiously or economically by the officers and servants of the Recipient;
  - ii. only one person or firm is capable of executing such Project;
  - iii. the nature of such Project or its total estimated cost is such that it would not be in the public interest to issue a call for tenders;
  - iv. in case of pressing emergency, when delays incurred in the execution of such Project would be injurious to the public interest.
- 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 and its 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**

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

## **8. ABORIGINAL 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.

### **9.2 FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit one (1) 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.1 (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);
  - 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. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.
- 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.

## **10. REPORTING REQUIREMENTS**

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 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.

## **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.

### **13. [INTENTIONALLY OMITTED]**

### **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:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) 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 and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of the Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

## **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 the Generally Accepted Accounting Principles (GAAP) 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.

#### **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:

Senior Program Policy Analyst  
Tower C  
19<sup>th</sup> Floor, 330 Sparks Street  
Ottawa, ON K1A 0N5  
Facsimile: 613-990-8889

Recipient:

Airport Supervisor  
The Corporation of the Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

- 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;
  - 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.

#### **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 Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Fort Frances by the Mayor and Clerk.

HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA

THE CORPORATION OF THE TOWN OF  
FORT FRANCES

\_\_\_\_\_  
Per: Jason Tom  
Executive Director, Operations and  
Authorities Stewardship

\_\_\_\_\_  
Per: June Caul  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Elizabeth Slomke  
Clerk

\_\_\_\_\_  
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 Effective Date and the Final Claim Date; and
- consist of the following categories of expenditures:
  - Cost of mobile equipment up to the maximum ACAP pre-determined cost;
  - Radios/beacons for mobile equipment are eligible items as part of an initial purchase of a mobile equipment. However, for replacement of mobile equipment, radios/beacons should be removed and re-installed on the new replacement mobile equipment;
  - Spare tires for mobile equipment can be eligible as part of the initial purchase and subject to review on a case-by-case basis;
  - Mobile equipment are only deemed eligible once delivery and insurance requirements have been met;
  - Expenditures related to communication activities (press releases, press conferences, translation, etc.);
  - Provincial sales tax and the Goods and Services Tax or the Harmonized Service Tax for which the Recipient or a Third Party is not eligible for a tax rebate; and
  - Other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of the Project.

### ***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 incurred prior to the Effective Date, with the exception of work covering investigation, design plans, environmental assessment and documentation directly relating to the undertaking of the Project;
- Expenditures incurred after the Final Claim Date;
- Administrative costs, including overhead expenses;
- Expenditures related to the operation or maintenance of the Airport;
- Cost of purchasing operating or construction equipment;
- Unless specifically authorized by Canada, reimbursement of travel expenses;
- Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative expenditures incurred by the Recipient, and more specifically expenditures relating to survey, engineering, design, architecture, supervision, management and other services delivered directly by permanent employees of the Recipient, except in the case where the Recipient can demonstrate value for money;
- Refurbishment of existing mobile equipment;
- Extended warranties for mobile equipment; and
- Back-up equipment.

## **SCHEDULE B – THE PROJECT**

### ***SCHEDULE B.1: PROJECT DESCRIPTION***

#### **Project Description:**

This Project consists of the purchase of a new plow truck 4x2

#### **Objective(s):**

The objective of the Project is to improve safety at the Airport by purchasing a new plow truck 4x2 at the Airport.

#### **Activities:**

The Project Activities will include:

- The Recipient will undertake a public, open and competitive process for the purchase of the equipment.
- The Recipient will be responsible for the purchase and receipt of the equipment and will manage all aspects of this Project.

#### **Project Outcomes:**

In order to illustrate how the Project will contribute to a safe transportation system, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

- Safety levels are maintained at Airports Capital Assistance (ACAP) Eligible Airports.
- Eligible Airports meet safety standards required for continued operation.

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

## SCHEDULE B.2: PROJECT BUDGET

| A. ELIGIBLE EXPENDITURES                                    | TOTAL      | FISCAL YEAR<br>BREAKDOWN |
|---|------------|--------------------------|
|   |            | 2021/2022                |
| A.1 TOTAL ELIGIBLE PROJECT EXPENDITURES                     |            |                          |
| Project Component (Description)                             |            |                          |
| Equipment Pre Determined Procurement Value – plow truck 4x2 | 350,000.00 | 350,000.00               |
| Shipping (Paid at actual costs up to a maximum of \$10,000) | 10,000.00  | 10,000.00                |
| TOTAL A.1: TOTAL ELIGIBLE PROJECT EXPENDITURES              | 360,000.00 | 360,000.00               |
| TOTAL A.2: TOTAL INELIGIBLE PROJECT EXPENDITURES            | 0.00       | 0.00                     |
| TOTAL A: TOTAL PROJECT EXPENDITURES (A.1+A.2)               | 360,000.00 | 360,000.00               |

| B. SOURCES OF FUNDING                          | TOTAL      | 2021/2022  |
|--|------------|------------|
| B.1: RECIPIENT FUNDING                         |            |            |
| Cash   | 0.00       | 0.00       |
| SUBTOTAL B.2: MAXIMUM CANADA CONTRIBUTION      | 360,000.00 | 360,000.00 |
| TOTAL C: TOTAL FUNDING FOR THE PROJECT (B1+B2) | 360,000.00 | 360,000.00 |

## SCHEDULE C – REPORTING REQUIREMENTS

Upon receipt of the mobile equipment, and before the Agreement End Date, the Recipient will submit to Canada a confirmation of:

- The invoice for the mobile equipment
- The mobile equipment delivery date;
- A picture of the mobile equipment at the Airport
- The model and serial number of the mobile equipment; and.
- A copy of the insurance confirmation for the mobile equipment

## SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

### SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of the Town of Fort Frances (the "Recipient"), represented by \_\_\_\_\_ (Name), concerning the Purchase Of a Plow Truck 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, 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 co-operate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements 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.

### **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.