

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

BY-LAW NO. 2023-40

“A BY-LAW TO AUTHORIZE THE MAYOR AND PORT GENERAL MANAGER TO EXECUTE A CONTRIBUTION AGREEMENT FOR THE AGRICULTURAL CLEAN TECHNOLOGY PROGRAM – ADOPTION STREAM WITH HIS MAJESTY THE KING IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF AGRICULTURE AND AGRI-FOOD.”

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

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

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

WHEREAS the Port of Johnstown was successful in the application for funding to Agriculture and Agri-Food Canada's Agricultural Clean Technology Program and Municipal Council deems it desirable to enter into a Contribution Agreement with His Majesty the King in Right of Canada, as represented by the Minister of Agriculture and Agri-Food;

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

1. That the Mayor and Port General Manager are hereby authorized to execute the contribution agreement with His Majesty the King in Right of Canada, as represented by the Minister of Agriculture and Agri-Food attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal and Port of Johnstown.
2. That the Contribution Agreement and its Schedules attached hereto shall form part of this by-law.
3. This by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 10 day of July, 2023.

Read a third and final time, passed, signed, and sealed in open Council this 10 day of July, 2023.


Tory Deschamps (Jul 16, 2023 23:24 EDT)

Mayor



Clerk

2023 -40- Port - Contribution Agreement - Agricultural Clean Tech Program

Final Audit Report

2023-07-17

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Signer mayor@twpec.ca entered name at signing as Tory Deschamps

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Document e-signed by Rebecca Williams (rwilliams@twpec.ca)

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Agreement completed.

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CONTRIBUTION AGREEMENT
FOR THE AGRICULTURAL CLEAN TECHNOLOGY PROGRAM - ADOPTION STREAM

Project No: ACT-A-0018

Project Title: Annex Expansion - New Grain Drying

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Agriculture and Agri-Food (referred to as "Canada")

AND

Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown, a Municipal Corporation incorporated under the Municipal Act of Ontario (referred to as the "Recipient")

Canada and the Recipient are referred to individually as a "Party" or collectively as the "Parties."

1. Canada has established the Agricultural Clean Technology Program, which aims to create an enabling environment for the development and adoption of clean technology that will help to drive the changes required to achieve a low-carbon economy and promote sustainable growth in Canada's agriculture and agri-food sector (the "Program"). The Program is divided into two streams:

a) Research and Innovation (R&I) Stream: Supports pre-market innovation, including research, development, demonstration, commercialization; and

b) Adoption Stream: Supports adoption of commercially available clean technologies and processes with a priority given to those that show evidence of reducing greenhouse gas emissions, and other environmental co-benefits.

2. The Recipient has submitted a proposal for funding of a project entitled Annex Expansion - New Grain Drying under the Program's Adoption Stream, having the purpose of purchasing and installing a new efficient grain drying system (the "Project"). The activities of the Project are described in the Work Plan set out in Schedule A (Work Plan).

3. Canada has reviewed the representations set out in the Recipient's proposal, and has determined on the basis of these representations the amount of Canada's Contribution, being the amount that would constitute the minimum level required to further the attainment of the objectives of the Program's Adoption Stream taking into account the other sources of funding that are available to the Recipient and the results expected of the Project.

4. On May 23, 2023, Canada advised the Recipient that Canada approved the Recipient's proposal for contribution funding under this Program, subject to the condition that the Parties would conclude a formal, written agreement providing for funding of the Project on terms and conditions acceptable to Canada.

5. The Recipient understands and accepts all the terms and conditions set out in this Agreement under which Canada's Contribution will be made.

SECTION 1: PURPOSE

The purpose of this Agreement is to set out the terms and conditions pursuant to which Canada will make a contribution to the Recipient towards the Eligible Costs of the Project described in Schedule A (Work Plan).

SECTION 2: DEFINITIONS

In this Agreement:

"Agreement" means this Contribution Agreement between Canada and the Recipient including the attached Schedule A (Work Plan), Schedule B (Project Budget) and Schedule C (Responsible Officer(s) Authorization Form);

"Agreement End Date" means 365 calendar days after the Project Completion Date;

"Budget" means the total confirmed sources and value of funding as well as Eligible Costs by fiscal year required to complete the Project, and which have been approved by Canada, as set out in Schedule B (Project Budget);

"Canada's Contribution" means the funding provided by Canada to the Recipient pursuant to the terms and conditions of this Agreement;

"Capital Asset" means any tangible asset that has a Fair Market Value over \$10,000 purchased, contributed, constructed, developed, or otherwise acquired by the Recipient with Canada's Contribution or as part of the Recipient's Contribution under this Agreement or under a previous contribution agreement;

"Change in Control" means the sale of all or substantially all the assets of the Recipient; any merger, consolidation or acquisition of the Recipient with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Recipient in one or more related transactions;

"Communications" means any communications product, promotional material prepared or event held by the recipient that informs the public about Canada's Contribution related to this Agreement and activities as described in Schedule A (Work Plan). Communications can include, but are not limited to: funding announcements (news releases, press conferences, speeches, or content on broadcast or digital platforms, including social media); promotional materials (advertising products, videos, websites, social media campaigns, signage or exhibits); publications (training materials, reports, posters, brochures or fact sheets); and events (presentations, conferences, forums or workshops). In the context of this Agreement, it does not include presentations at international or scientific conferences or articles published in scientific journals;

"Completion Date" means March 31, 2025, the date on or before which the activities set out in Schedule A (Work Plan) shall be completed;

"Effective Date" means the date of the last signature to this Agreement, upon which this Agreement comes into effect;

"Eligible Costs" means those expenditures listed in Schedule B (Project Budget) for which goods are received, services rendered and work performed prior to the Completion Date.

"Fair Value" means the cost of goods or services that would be agreed upon in an arm's length transaction between knowledgeable, willing and unrelated parties who are under no compulsion to act;

"Fair Market Value" means the highest price that would be agreed to in an open and unrestricted market between knowledgeable, informed and willing parties acting at arm's length, who are not under any compulsion to transact;

"Financial Report" means the form or forms approved by Canada, completed by the Recipient and certified by a Responsible Officer on a periodic basis, the frequency of which shall be determined by Canada, to report on financial requirements under this Agreement;

"Fiscal Year" means the twelve-month period beginning April 1 of any year and ending March 31 of the following year;

"Intellectual Property" means all patents, trade-marks, industrial designs, trade-names, copyright, trade secrets and other intellectual property rights, whether registered or not; and all confidential information and technical information, including know-how, show-how, inventions, processes, products, formulae, designs, records; and all bacterial, viral, plant, human or animal material that has new genetic or other characteristics;

"Minister" means the Minister of Agriculture and Agri-Food representing His Majesty the King in right of Canada and any other person duly authorized to act on his or her behalf;

"Overpayment" means an amount paid by Canada as part of Canada's Contribution or which is treated as such pursuant to the terms and conditions of this Agreement, which the Recipient is not entitled to according to the terms and conditions of this Agreement and which is subject to the Overpayment obligations set out in this Agreement;

"Project" means the Recipient's project entitled Annex Expansion - New Grain Drying, approved by Canada on May 23, 2023 under the Program's Adoption Stream, having the purpose of purchasing and installing a new efficient grain drying system and comprised of the totality of the activities as described in Schedule A (Work Plan);

"Program" means the Agricultural Clean Technology Program established by Canada, which aims to create an enabling environment for the development and adoption of clean technology that will help to drive the changes required to achieve a low-carbon economy and promote sustainable growth in sector. The Program is divided into two streams: a) Research and Innovation (R&I) Stream: Supports pre-market innovation, including research, development, demonstration, commercialization activities; and, b) Adoption Stream: Supports adoption of commercially available clean technologies and processes with a priority given to those that show evidence of reducing greenhouse gas emissions, and other environmental co-benefits.

"Program's Adoption Stream" means the stream of the Program, under which the Recipient's Project was approved by Canada, which aims to support adoption of commercially available clean technologies and processes with a priority given to those that show evidence of reducing greenhouse gas emissions, and other environmental co-benefits.

"Project Account" means separate accounting measures and, at the Recipient's discretion, a special purpose bank account to be established by the Recipient for the purpose of accounting for all receipts of Canada's Contribution and all other Project funding from any source, including the Recipient, and all disbursements which shall be made for Eligible Costs;

"Project Outcome(s)" means the impact(s) of completing the activities set out in Schedule A (Work Plan) and measured using the performance indicator(s) also set out in the Work Plan;

"Recipient's Contribution" means the amount of cash obtained from other sources or provided by the Recipient directly towards Eligible Costs;

"Responsible Officer" means the person identified by the Recipient who is responsible for certifying the Recipient's claims for reimbursement, Financial Reports, and all other reports under this Agreement; and

"Work Plan" means the description of the activities under this Agreement that the Recipient agrees to complete with the support of Canada's Contribution. The Work Plan also sets out the Project Outcome(s) and the performance indicator(s) used to measure the Recipient's performance. The Work Plan is attached as Schedule A.

SECTION 3: FINANCIAL CONTRIBUTIONS

3.1 Canada's Contribution

3.1.1 Subject to the Recipient being in compliance with the terms and conditions of the Agreement, Canada shall make a maximum contribution in the amount of \$2,000,000 to the Recipient, as detailed in Schedule B (Project Budget), and in accordance with the terms and conditions of this Agreement.

3.1.2 Canada's Contribution shall only be used to reimburse Eligible Costs of the Project incurred by the Recipient after the Effective Date, but prior to the Completion Date, and paid by the Recipient prior to the submission of the Final Financial Report approved by Canada. The Recipient shall not pay, and shall not allow any part of Canada's Contribution to be paid to any Government of Canada department or agency.

3.1.2.1 Notwithstanding sub-clause 3.1.2, Canada agrees to reimburse Eligible Costs of the Project incurred prior to the Effective Date, but not earlier than March 14, 2023, and if such costs are reasonable, incremental and required to carry out the Project. Canada shall only reimburse such Eligible Costs after the Effective Date.

3.1.3 Canada's Contribution shall not exceed the annual amounts set out in Schedule B (Project Budget), subject to any changes in totals by activities that result from a redistribution of Canada's portion of Eligible Costs, which is in accordance with the terms and conditions of this Agreement, and subject further to the restrictions and conditions relating to Financial Reports that are set out in this Agreement.

3.1.4 The portion of Eligible Costs incurred by the Recipient in a Fiscal Year prior to the Effective Date shall be allocated to the Fiscal Year of the Effective Date.

3.1.5 The Recipient acknowledges that a reallocation of a portion of Canada's Contribution identified in Schedule B (Project Budget) from one Fiscal Year to another shall not be permitted. Any portion of Canada's Contribution that is not disbursed as advances or otherwise expended in that Fiscal Year shall not be available to complete the Project and will reduce the amount of Canada's total contribution to the Project.

3.1.6 Canada may, at Canada's sole discretion, allow the Recipient to redistribute Canada's portion of Project funding between approved cost categories/activities within the Fiscal Year provided that: (a) the Recipient submits a Financial Report to Canada for any proposed redistribution of Canada's Contribution between Project activities within a Fiscal Year; and (b) the Recipient's proposed redistribution of Canada's Contribution between Project activities, within a Fiscal Year, does not result in a change to the Project objectives or to the key Project Outcomes established in Schedule A (Work Plan).

3.1.7 Payment of Canada's Contribution shall be made at Canada's discretion and shall be subject to all terms and conditions of this Agreement, including the submission of reports and completion of activities, where applicable, by the Recipient.

3.1.8 Pursuant to section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of Canada's Contribution under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

3.1.9 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel Canada's Contribution in the event that departmental funding levels are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels Canada's Contribution, the maximum contribution payable under this Agreement will be reduced accordingly.

3.1.10 Where Canada decides, at its discretion, to reduce the amount of Canada's Contribution, he or she shall give 60 days' prior written notice to the Recipient of that reduction and shall reimburse the Recipient, subject to the terms, conditions of this Agreement, for Canada's share of any Eligible Costs, up to the amount of the reduced Canada Contribution, incurred and paid by the Recipient up until the end of that notice period.

3.2 Termination at Canada's Discretion

3.2.1 At any time before the completion of the Project, Canada may, at its sole discretion, by giving notice in writing to the Recipient, terminate this Agreement. The notice of termination will give the Recipient 60 days' prior notice of the termination. Subject to the maximum amount of Canada's contribution and the terms, conditions, and limitations of this Agreement, Canada will reimburse the Recipient for Canada's share of Eligible Costs incurred and paid by the Recipient for the purpose of the Project up until the end of that notice period.

3.3 Recipient's Contribution

3.3.1 The Recipient's Contribution shall not be less than the percentage(s) set out in Schedule B (Project Budget). Where the Recipient does not meet this contribution commitment to the Project, Canada's Contribution, and the total maximum amount payable under this Agreement, will be reduced by an amount up to the equivalent amount, at Canada's sole discretion. If such a reduction in Canada's Contribution results in the Recipient having been disbursed an amount in excess of the reduced maximum amount of Canada's Contribution, the Recipient shall reimburse the excess amount to Canada and will be treated as an Overpayment under this Agreement.

3.3.2 The Recipient's Contribution may be adjusted upon written approval of Canada.

4: PAYMENT OF CANADA'S CONTRIBUTION AND RECOVERY OF OVERPAYMENTS

4.1 Claim for Reimbursement of Eligible Costs

A claim for reimbursement of Eligible Costs shall be submitted to Canada by the Recipient on a periodic basis at a frequency approved by Canada and shall be included in a Financial Report.

4.2 Advance Payments

Upon the request of the Recipient, at Canada's discretion, Canada may agree, to provide (an) advance payment(s) of Canada's Contribution to the Recipient. If Canada elects to make (an) advance payment(s) to the Recipient, Canada shall determine the amount of the advance(s) to be paid to the Recipient based on Financial Reports submitted by the Recipient. Canada shall determine the relevant advance period (3 to 12 months) prior to making any advance payment of a portion of Canada's Contribution. Each advance payment shall not exceed the immediate cash requirements of the Recipient for that period and shall take into account any holdback that may be applied in accordance with this Agreement.

Accounting for advances, both expended and unspent, shall be provided by the Recipient through the submission of subsequent Financial Reports. At no time shall more than one advance period be unaccounted for.

Where an additional Fiscal Year remains in the Project, Canada may treat all or part of the remainder of an advance outstanding at the end of the Fiscal Year as an Overpayment of funding under this Agreement or may authorize the Recipient to retain all or part of the remainder of any such advance to cover Canada's share of forecasted Costs to be incurred by the Recipient during April of the following Fiscal Year, if Canada considers this essential to meet the requirements of the Work Plan.

4.3 Holdbacks

Canada may, at Canada's discretion, withhold an amount of Canada's Contribution from the total amount of Eligible Costs claimed at any point in time. Canada shall determine the percentage of the holdback based on the amounts of Canada's Contribution set out in the Budget. Canada may adjust the percentage of the holdback during the term of this Agreement, but shall not at any time exceed 50% of Canada's Contribution. When Canada being satisfied in its sole discretion that the Recipient has completed all activities under the Project in compliance with the terms and conditions of the Agreement, the holdback shall be released.

4.4 Stacking of Government Assistance

Funding from federal, provincial, territorial, and municipal government sources for activities within the scope of the Project is limited to 75% of total Eligible Costs.

If total funding from these sources exceeds this limit, the excess shall be treated as an Overpayment.

4.5 Overpayments

Any amount which constitutes an Overpayment resulting from this Agreement shall be reimbursable by the Recipient to Canada and until reimbursed constitutes a debt due to His Majesty the King in right of Canada. Canada shall deduct any Overpayment from subsequent payments of Canada's Contribution, from the amount withheld as a holdback. If the Overpayment is determined in or after the final Fiscal Year, the Recipient shall reimburse the amount within 60 days of receiving written notification by Canada. Interest shall be due and payable upon any amount not repaid after 60 days in accordance with the Interest and *Administrative Charges Regulations* (SOR/96-188) issued under the federal *Financial Administration Act*.

4.6 Right to Set-off or Seek Compensation

Without limiting the scope of the set-off or compensation rights available to Canada at common law or in the *Civil Code of Québec* (S.Q., 1991, c. 64), under the *Financial Administration Act* (R.S.C., 1985, c. F-11) or otherwise, Canada may:

(a) set-off or seek compensation against any portion of Canada's Contribution that is payable to the Recipient pursuant to the Agreement any amount that the Recipient owes to His Majesty the King in right of Canada under legislation or any other agreement of any kind; and

(b) set-off or seek compensation against any amounts that are owed to Canada by the Recipient any amount that is payable by His Majesty the King in right of Canada under legislation or any other agreements of any kind to the Recipient.

The Recipient acknowledges that the Recipient's information may be shared with other Agriculture and Agri-Food Canada (AAFC) programs and other Government of Canada departments and agencies to assist Canada in the collection of debts owed by the Recipient to His Majesty the King in right of Canada.

SECTION 5: RESPONSIBILITIES OF THE RECIPIENT

5.1 Recipient's General Obligations

Without limiting any of the Recipient's specific obligations under the terms and conditions of this Agreement, the Recipient shall be responsible for the completion of the Project and the administration of this Agreement, including:

- (a) taking all necessary actions to maintain itself in good standing, to preserve its legal capacity, and to inform Canada without delay of any failure to do so;
- (b) completing the activities set out in Schedule A (Work Plan) and reporting on progress towards the Project Outcome(s);
- (c) declaring any amounts owing to His Majesty the King in right of Canada under any legislation or agreement;
- (d) agreeing to and completing forms approved by Canada to receive payments under this Agreement by means of direct deposit into the Recipient's account at a financial institution, unless otherwise authorized by Canada;
- (e) ensuring that the Project Account at all times accurately reflects all amounts of Canada's Contribution received (including any interest earned), all receipts of contributions from all other sources and from the Recipient directly and all amounts for Eligible Costs;
- (f) disclosing to Canada, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, any Change in Control, pending or potential lawsuits and audits;
- (g) disclosing all funding to be provided for the Project from any source including cash, and reporting any changes in the sources of funding at any time throughout the Project, for any activities within the scope of the Work Plan;
- (h) maintaining all supporting documents for the Project and making them available upon Canada's request;
- (i) ensuring access by Canada, at any time and during reasonable hours, to any of the Recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, to monitor Project implementation. The Recipient shall provide to Canada all necessary assistance and documentation as may be necessary for carrying out this monitoring function;
- (j) designating the Responsible Officer(s) for the Recipient and notifying Canada of the name of the Responsible Officer(s) and any change in Responsible Officer(s) using the Responsible Officer(s) Authorization Form, attached hereto and made a part hereof as Schedule C. Schedule C may be modified by the Recipient without further amendment to this Agreement. The Recipient shall provide to Canada a copy of any updated Schedule C as soon as available and any changes to such shall be considered part of this Agreement;
- (k) establishing and maintaining accounting and reporting systems and procedures needed to administer this Agreement, including any electronic reporting systems as agreed to by the Parties;
- (l) maintaining the capacity to complete the Project and report on performance;
- (m) observing and abiding by all applicable federal, provincial, territorial, and municipal government laws and regulations, including, but not limited to, those related to: public health and safety; labour codes and standards; care and use of animals in research; wildlife habitat; and environmental matters and environmental protection;
- (n) using a fair and competitive or otherwise justifiable and generally accepted sound business process that results in competent and qualified contractors and/or personnel working on the Project;
- (o) ensuring that all licenses in and assignments of pre-existing Intellectual Property that are required for the execution of Project activities and to meet all of the Recipient's obligations under this Agreement, have been obtained and remain in full force and effect;

(p) ensuring that the Recipient holds title to or a license in such Intellectual Property resulting from Project activities or the administration of this Agreement by or for the Recipient, as is required so that the Recipient may legally grant His Majesty the King in right of Canada any license or sub-license in that resulting Intellectual Property that is set out in this Agreement;

(q) providing written notice to Canada of a proposed Change of Control of the Recipient, in any manner, at least 60 days prior to the proposed change;

(r) making no dividend payments or other shareholder distribution that would prevent the Recipient from completing the activities and making payments to Canada as required under this Agreement;

(s) provide, upon the written request of Canada and without delay, any information as Canada may require concerning this Agreement for purposes related to the Agreement;

(t) use its best efforts to ensure the completeness and accuracy of the information disclosed to Canada under this Agreement;

The Recipient shall fulfill all of its other obligations hereunder in a diligent, timely, and professional manner.

5.2 Indemnification

The Recipient shall indemnify and save harmless His Majesty the King in right of Canada, his Ministers, officers, servants, employees, agents, successors and assigns from and against all claims, losses, damages, costs, expenditures, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any injury to, or death of, a person, or damage to, or loss of, property arising from any act, omission, or delay on the part of the Recipient, its employees, servants, officers, agents, voluntary workers or anyone else in carrying out the Project, except that His Majesty the King in right of Canada shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by His Majesty the King in right of Canada, his Ministers, officers, servants, employees, agents, successors or assigns.

5.3 Insurance

The Recipient shall:

(a) acquire general liability insurance and property damage insurance, against injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement that is consistent with the level or risk exposure associated with the Project,

(b) maintain such insurance for the duration of this Agreement;

(c) inform Canada of any changes to such policies; and

(d) promptly provide Canada a copy of any amended policies.

5.4 Records Retention

The Recipient shall keep proper and accurate financial accounts and records (including but not limited to its contracts, invoices, statements, receipts, and vouchers), information, databases, audit and evaluation reports, and other documentation relating to this Agreement, for the purpose of monitoring, auditing, and evaluating activities described in Schedule A (Work Plan) and for verifying invoices and proof of payment with respect to funding provided from any source for Eligible Costs under this Agreement, for 7 years after the Agreement End Date or early termination of this Agreement, whichever is later.

Upon written request by Canada and subject to applicable access to information and privacy laws, the Recipient shall allow Canada to have access to any such records for the purposes of this Agreement.

5.5 Disposition of Capital Assets

5.5.1 The Recipient shall retain ownership, possession and control of the Capital Assets acquired as part of the Project.

5.5.2 During the term of this Agreement, the Recipient shall use the Capital Assets for the purpose of the Project and shall not, except with the prior written consent of Canada and in accordance with such terms and conditions as may be imposed by Canada,

5.5.2.1 change the use of any such Capital Assets or permit them to be used for activities that are not directly related to the Project;

5.5.2.2 sell, exchange, transfer, or dispose of any Capital Assets; or

5.5.2.3 pledge, mortgage, or permit the creation of any security interest, claim, or lien against the Capital Assets.

5.5.3 Upon the expiration or termination of this Agreement, the Recipient shall provide an inventory of the Capital Assets including an estimate of their Fair Market Value, and, if so directed by Canada, the Recipient shall:

5.5.3.1 sell the Capital Assets, or any part of them, at Fair Market Value;

5.5.3.2 transfer the Capital Assets or any part of them to another person or organization designated or approved by Canada; or

5.5.3.3 dispose of the Capital Assets or any part of them in such other manner as may be determined by Canada.

5.5.4 Canada may issue a direction requiring the Recipient to repay any proceeds of the sale or transfer of Capital Assets to offset Canada's Contribution to Eligible Costs under this Agreement. The Recipient shall comply with the direction within 30 days of the issuance of the direction.

5.6 Acknowledgement

The Recipient shall acknowledge the Government of Canada in both official languages in all of its Communications. Such acknowledgement shall be in the form approved by Canada, which includes, but is not limited to, official symbols of the Government of Canada in both English and French. The Recipient shall also limit the acknowledgement to communications agreed upon by Canada and terminate the acknowledgement upon written request of Canada.

5.6.1 Project Announcement

The Recipient agrees to notify Canada in a timely manner of any announcement or news conference informing the public of Canada's Contribution to facilitate the possible attendance of government representatives. News releases, or other forms of public announcement on broadcast or digital platforms, shall be publicized and issued jointly by the Parties.

5.6.2 Project Communications

The Recipient agrees to cooperate with Canada in the planning, development and distribution of all Communications and shall not release and disseminate them without Canada's approval.

5.6.3 Notice to Canada

The Recipient agrees to advise Canada at least 48 hours in advance of any announcement of material events or changes that must be publicly disclosed pursuant to applicable legislation.

5.7 Financial Reports

5.7.1 The Recipient shall submit a Financial Report to Canada on a periodic basis, the frequency of which shall be determined by Canada.

5.7.2 Year-End Financial Report

The Recipient shall provide Canada with the year-end Financial Report of Eligible Costs incurred by the Recipient in the previous Fiscal Year, net of any advance(s), and paid by the Recipient no later than 180 days following the end of the Fiscal Year, which claim shall be submitted no later than by the end of the said 180 days.

The amount claimed for reimbursement must not exceed the remaining allocation of Canada's Contribution for that Fiscal Year, and may not exceed the lesser of:

(a) the actual Eligible Costs not resourced through cash and

(b) subject to the exercise of Canada's discretion as set out below, the amount of the year-end forecast anticipated in this regard as set out in the previously submitted year-end forecast which is referenced in the Year-end Forecast section of this Agreement, less any paid advance(s).

A year-end claim submitted after 180 days from the end of the previous Fiscal Year will not be eligible for reimbursement or inclusion in the Recipient's Contribution.

Subject to the terms and conditions of this Agreement, Canada shall reimburse up to the amount of the year-end forecast as set out in the Year-End Forecast section of this Agreement, less any advance(s). If the amount claimed by the Recipient exceeds the amount forecast in the previous Fiscal Year's year-end forecast, then the balance of the claim shall not be settled for a period of 180 days following the end of the previous Fiscal Year. Following this delay, should any Program funding remain available for the previous Fiscal Year and upon consideration of Program priorities, Canada may, at Canada's sole discretion, pay or refuse the whole or any part of the balance of the year-end claim for reimbursement made by the Recipient.

5.7.3 Final Financial Report

The Recipient shall submit its Final Financial Report of Eligible Costs incurred and paid, no later than 180 days following the Completion Date, expiration or early termination of this Agreement, whichever is earlier.

A Final Financial Report submitted after 180 days from the end of the previous Fiscal Year, subject to clause 9.13 (Extension of Time) will not be eligible for reimbursement or inclusion in the Recipient's Contribution.

5.8 Financial Management

5.8.1 Year-end Forecast

By no later than April 4th of each year, the Recipient shall provide Canada with a year-end forecast relating to the previous Fiscal Year. This year-end forecast shall set out the remainder of (any) outstanding paid advance(s), or any outstanding amount(s) that is or are to be claimed, or is or are anticipated to be claimed for reimbursement of Eligible Costs incurred in that Fiscal Year and that are to be paid by the Recipient within 180 days of the end of the previous Fiscal Year, which amounts to be claimed or anticipated to be claimed shall be net of any outstanding advances paid by Canada, the whole as set out in the Year-End Financial Report section of this Agreement.

5.8.2 Final Financial Report Certification

The Recipient shall provide Canada with confirmation that the Final Financial Report has been submitted for the Project, and that no additional claims for reimbursement will be made to Canada, no later than 180 days following the Completion Date, expiration or early termination of this Agreement, whichever is earlier. Canada will provide the Recipient with the form(s) to be completed for the Final Financial Report certification.

5.8.3 Financial Statements

Where an audit and/or review engagement of the Recipient's financial statements is prepared in the normal course of the Recipient's business Canada may request that a copy of the audited or reviewed financial statements and the audit or review report and any management letter be forwarded to Canada by the Recipient within 30 days of receiving the request.

5.9 Ad Hoc and Special Reports

Canada may at any time request supplementary, narrative or statistical reports relating to any aspect of the Project, including but not limited to financial management, expenditures, funding and investments, performance measurement, and reporting. The Recipient shall submit any such reports no later than 30 days after receiving the request.

5.10 Proceeds or Income

The Recipient shall include a report of any interest earned on Canada's Contribution and any income, proceeds or revenue generated in relation to the Project or received as a result of Canada's Contribution by the Recipient, in each Financial Report by the Recipient pursuant to this Agreement. Such interest, income, proceeds or revenue may, at Canada's discretion, be applied to reduce the amount eligible for reimbursement under this Agreement or alternatively may be treated as an Overpayment of funding under this Agreement.

5.11 Progress and Performance Monitoring and Reporting

5.11.1 Work Plan Progress Reports

The Recipient shall track the progress of all activities undertaken pursuant to the Work Plan, and using forms required by Canada, shall provide Canada with reports on the status of each activity and explain any deviation from the Work Plan. Canada shall determine the relevant frequency for such reports (monthly to annually) and if deemed necessary adjust this frequency.

5.11.2 Performance Reports

The Recipient shall provide Canada, at intervals determined by Canada, with performance reports in the form required by Canada that describe the activities completed and measures the Recipient's progress towards Project Outcome(s), including any activities undertaken prior to the signing of this Agreement, using the performance indicators set out in Schedule A (Work Plan).

The Recipient shall provide Canada with the final performance report for the Project no later than 180 days following the Completion Date, expiration or early termination of this Agreement, whichever is earlier.

SECTION 6: AUDIT AND EVALUATION

6.1 Recipient Audit

The Recipient acknowledges that Canada may conduct periodic audits of its compliance with the terms and conditions of this Agreement, including without restriction compliance with the financial provisions. Canada may direct that an audit be carried out by an independent accredited auditor or other representative appointed by Canada. The Recipient shall cooperate with Canada and his or her representatives, employees, or contractors relative to any such audit. Canada shall pay the costs of audits undertaken pursuant to this clause.

6.2 Non-compliance

Without prejudice to Canada's right to exercise any remedy available by law or pursuant to this Agreement as a result of a default on the part of the Recipient, where an audit of the Recipient reveals an element of non-compliance with the terms and conditions of this Agreement, or if the Recipient denies access to documents, records or premises, or fails to provide the necessary cooperation or assistance to conduct an audit, the Recipient may be required to develop and provide Canada with a plan of corrective action within 30 days of receiving notice of the non-compliance. Such a plan must outline procedures to enact corrective measures that are acceptable to Canada and must be accompanied by a written undertaking on the part of the Recipient to implement the plan.

6.3 Program Evaluation

Canada may engage in an evaluation of the Program for the purposes of assessing its continued relevance and impact. The Recipient shall cooperate with the work of Canada relative to any such evaluation. Canada shall pay the costs of evaluations undertaken pursuant to this clause.

6.4 Auditor General of Canada

The Recipient acknowledges that, pursuant to sub-section 7.1 (Annual and additional reports to the House of Commons) of the *Auditor General Act*, the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement. The Recipient shall cooperate with the Auditor General and his or her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

SECTION 7: REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT

7.1 The Recipient warrants that all representations in its application to the Program for this Project and in this Agreement are accurate.

7.2 The Recipient represents and warrants that the Project's activities that were carried out prior to the signature of this Agreement, were undertaken in full compliance with all applicable federal, provincial, territorial, and municipal government laws and regulations and related case law or guidelines, including, but not limited to, those related to: public health and safety; labour codes and standards; care and use of animals in research; wildlife habitat; and environmental matters and environmental protection.

SECTION 8: DEFAULT AND REMEDIES

8.1 Default

Canada may declare a default under this Agreement if any of the following events occur:

8.1.1 to the extent permitted under the law, the Recipient becomes insolvent, commits an act of bankruptcy, has a receiving order made against it, makes an assignment to the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to actively carry on a business, or is wound up or dissolved;

8.1.2 a Change in Control with respect to the Recipient has occurred without the prior written consent of Canada;

8.1.3 the Recipient has submitted false or misleading information to Canada or has made a false or misleading representation in respect of any matter related to this Agreement, other than in good faith, demonstration of which is incumbent on the Recipient, and to Canada's satisfaction;

8.1.4 pursuant to a review of any report received from the Recipient, Canada concludes that a material discrepancy exists between the actual expenses and Eligible Costs incurred by the Recipient, or between the progress made on the Project by the Recipient to date and that which could reasonably be expected to have been made at that point in time based on the activities described in Schedule A (Work Plan); and/or

8.1.5 the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

8.1.6 the Recipient fails to develop a plan of corrective action, acceptable to Canada, to remedy a non-compliance resulting from a Recipient audit within the 30 days provided, or to enact corrective measures in accordance with this plan.

8.2 Remedies

8.2.1 If Canada declares that an event of default has occurred, then Canada may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more of the following remedies:

- a) Where Canada determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, Canada reserves the right to send a written notice of default to the Recipient specifying a cure period of no fewer than 30 days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide Canada with proof of the cure within that delay;

If the Recipient fails to cure the default and provide Canada with proof of cure within the specified period, Canada may give the Recipient written notice of termination of this Agreement, and require the Recipient to reimburse all or part of the Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, from the date of demand for reimbursement, and also to exercise any other remedy provided by law that the Minister deems appropriate;

- b) Suspend the payment of any amount in respect of the Contribution, regardless of whether the amount is owing prior to or after the date of such suspension; or
- c) Immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient, and also to exercise any other remedy provided by law that Canada deems appropriate, including requiring the Recipient to reimburse all or part of the Contribution disbursed, with interest, calculated in accordance with the *Interest and Administration Charges Regulations* (DORS/96-188), from the date of demand for reimbursement.

8.2.2 Notwithstanding this section of the Agreement, the occurrence of any of the events of default listed in clause 8.1.1 or 8.1.2 may automatically trigger a default under this Agreement, without any further notice to the Recipient.

SECTION 9: GENERAL PROVISIONS

9.1 Use and Disclosure of Recipient Information

9.1.1 Under this clause:

"Recipient's Information" means all records, information either collected by or disclosed by a third party to Canada including but not limited to evaluation and other reports, as well as all other documentation either provided by the Recipient or prepared in relation to the activities undertaken and resources utilized under the terms of this Agreement; and

"Program Administration" means the design, construction, implementation, and administration of this Program or of other agricultural programs, transfer payments or operational programs or the agreements entered into under those programs and includes but is not limited to:

- a) the use of the Recipient's Information in the auditing, assessment, analysis and evaluation of the Recipient, the Recipient's performance of its contractual obligations, the Project, the Agreement, and the Program;
- b) examining the scope and effectiveness of programs by the Government of Canada, by other governments in Canada and by municipalities; and
- c) contacting the Recipient so as to conduct surveys relating to delivery of programs in Canada.

9.1.2 All information pertaining to the Contribution provided under this Agreement is collected under the authority of the *Department of Agriculture and Agri-Food Act* and is subject to the *Access to Information Act* and the *Privacy Act*.

9.1.3 The Recipient acknowledges and agrees that Canada may:

- a) for the purposes of ensuring efficiencies and effectiveness of Program Administration, collect and disclose the Recipient's Information to other transfer payments or operational programs administered by Canada, to other Government of Canada officials, to other levels of governments in Canada and municipalities as well as to contractors or agents assisting them in Program Administration; and
- b) make the following publicly available on a Government of Canada website: the name, business number and location of the Recipient, the description of the Project, and the name, date and value of this Agreement.

9.2 Intellectual Property

All Intellectual Property that arises out of or under this Agreement shall be owned by the Recipient or by a third party, as set out in an agreement between the Recipient and such third party. The Recipient hereby grants to His Majesty the King in right of Canada a non-exclusive, perpetual, worldwide, royalty-free and irrevocable licence or sub-license to use, translate, reproduce, modify, disclose and distribute such Intellectual Property, in whole or in part, in any form or medium, within AAFC, within the Government of Canada or to other governments, for program administrative purposes. Copyright in any translation shall vest in His Majesty the King in right of Canada.

9.3 Duty to Consult

The Parties have determined that no legal duty to consult Aboriginal groups arises in the context of the Project. If as a result of changes to the Project or otherwise, Canada determines that a legal duty to consult arises, the Recipient agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Recipient that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Recipient agrees that:

- a) the Project will be suspended and Canada has no obligation to reimburse Eligible Costs until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met; and
- b) if, as a result of changes to the Project or otherwise, Canada determines that further consultation is required, the Recipient will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction.

9.4 Conflict of Interest

The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2 as amended), the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Agriculture and Agri-Food Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

9.5 Registration of Lobbyists

The Recipient shall ensure that a person lobbying, as defined in the federal *Lobbying Act* (R.S.C., 1985, c. 44 [4th Supp.]) as amended, on the Recipient's behalf is compliant with that Act.

9.6 Limitation of Liability

The Recipient agrees that His Majesty the King in right of Canada, his Ministers, officers, servants, employees, agents, successors and assigns shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Recipient, its employees, servants, officers, agents, voluntary workers or anyone else, including any obligations arising from loans, capital leases, or other long-term obligations in relation to the Agreement.

9.7 Defending an Action

In the event that either His Majesty the King in right of Canada or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the named Party shall notify the other Party, and the named Party may defend the action or proceeding in its own name. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The unnamed Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

9.8 Relationship of the Parties – No Principal Agent Relationship

Nothing contained in this Agreement creates or is to be construed as creating the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Recipient will not represent itself (including in any agreement with a third party), as an agent, employee, or partner of or in joint venture with Canada or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee, or partner of or in joint venture with Canada.

9.9 No Obligations to Third Parties

Where the Recipient is entering into a loan, a capital lease, or other long-term obligation in relation to any activity for which the Contribution is disbursed, the Recipient shall not incur any obligation on behalf of Canada and shall ensure that any agreement in respect thereof expressly relieves Canada of any liability for non-performance by the Recipient or damages caused by the Recipient.

9.10 Official Languages

All public information documents related to the Project prepared by or paid in whole or in part by Canada must be made available in both official languages, when Canada determines that this is required under the *Official Languages Act* (R.S.C., 1985, c. 31 [4th Supp.]). Tout document d'information publique ayant trait au projet rédigé ou payé en totalité ou en partie par le Canada doit être offert dans les deux langues officielles, lorsque le Canada décide que la *Loi sur les langues officielles* (L.R.C. [1985], ch. 31 [4e suppl.]) l'exige.

9.11 Language of Agreement

This Agreement is drafted in English at the request of the Parties. Les Parties ont convenu que la présente entente soit rédigée en anglais.

9.12 Waiver

Canada may waive any condition to Canada's benefit upon giving written notice to the Recipient. Failure by either Party to exercise any of its rights, powers, or remedies under the Agreement will not constitute a waiver of such right, power, or remedy. Any exercise of a right, power, or remedy will not prevent Canada in any way from later exercising the same or any other right, power, or remedy under this Agreement.

9.13 Extensions of Time

Canada may, at Canada's sole discretion, extend the time within which the Recipient must do anything required by this Agreement upon prior written request from the Recipient received no later than 60 days prior to the date that the Recipient was required to do such thing.

9.14 Governing Law

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

9.15 Dispute Resolution

Any matter in dispute under this Agreement shall be referred to the Director, Agricultural Clean Technology Program - Adoption Stream, and the Responsible Officer for the Recipient and, if the matter cannot be resolved, it shall be referred to the Minister, whose decision shall be final and binding.

9.16 Term of this Agreement

This Contribution Agreement shall take effect from the Effective Date and shall remain in effect until the Agreement End Date, unless terminated earlier in accordance with the terms of this Agreement.

9.17 Representatives of the Parties and Notice

All communications provided for under this Agreement, including reporting and any notice, demand, or other communication, shall be in writing and shall be deemed to have been received if sent to the coordinates below or to the last address of which the sender has received notice pursuant to this clause. Communications that are delivered in person shall be deemed to have been received upon delivery, communications transmitted by facsimile or e-mail shall be deemed to have been received 1 day after having been sent, and communications that are mailed shall be deemed to have been received 8 days after being mailed.

9.17.1 Any notice to Canada shall be addressed to:

Director
Agricultural Clean Technology Program - Adoption Stream
Agriculture and Agri-Food Canada
1341 Baseline Road, Tower 7, Floor 8, Room 223
Ottawa, Ontario, Canada, K1A 0C5

Telephone: 1-877-246-4682
Fax: (613) 773-2600
Email Address: aaac.act-a-tpa-a.aac@agr.gc.ca

9.17.2 Any notice to the Recipient shall be addressed to:

Robert Dalley, General Manager
Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown
3035 County Road #2
Johnstown, Ontario, Canada, K0E 1T1

Telephone: (613) 925-4228 Ext. 101
Email Address: rdalley@portofjohnstown.com

9.18 Assignment

The Recipient shall not assign this Agreement or any payment, rights or obligations thereunder, in whole or in part, without the prior written consent of Canada. Any assignment made without such prior written consent is void and of no effect.

9.19 Entirety of Agreement

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

9.20 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

9.21 Interpretation

9.21.1 In the interpretation of this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that: that party prepared this Agreement or any part of it; or seeks to rely on this Agreement or any part of it.

9.21.2 Any provision of this Agreement that requires the Recipient or any third party to provide information or records to Canada upon request, pursuant to a right of inspection, or demand of Canada may only be exercised by Canada for the purposes of administering and enforcing the provisions of this Agreement except as otherwise specifically permitted by this Agreement.

9.22 Binding Effect

This Agreement shall be binding on the Parties, their successors, and permitted assignees.

9.23 Survival

Subject to and without restricting the operation of any time delay set out in this Agreement, the following sections and clauses shall survive the early termination or expiration of this Agreement:

Recipient's Contribution;
Advance Payments;
Holdbacks;
Stacking of Government Assistance;
Overpayments;
Right to Set-Off or Seek Compensation;
Indemnification;
Limitation of Liability;
Disposition of Capital Assets;
Financial Reports;
Final Financial Report;
Financial Management;
Ad Hoc and Special Reports;
Proceeds or Income;
Progress and Performance Monitoring and Reporting;
Audit and Evaluation;
Use and Disclosure of Recipient Information;
Intellectual Property;
Defending an Action.

9.24 Amendment

This Agreement may be amended in writing at any time and must be evidenced by the signature of Canada and the Recipient. Any amendment to this Agreement will form part of this entire Agreement. An amendment will take effect on the date of the latest signature unless otherwise stipulated by the Parties.

9.25 Counterparts

This Agreement may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts taken together shall constitute one Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS THEREOF, this Agreement is duly executed by the authorized representatives of the Parties.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

Date

MATHIEU ROCHEFORT
Director, Commercialization Programs
Division
Programs Branch
Agriculture and Agri-Food Canada

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL O/A
PORT OF JOHNSTOWN

July 10/23

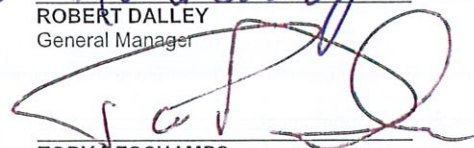
Date



ROBERT DALLEY
General Manager

July 10/23

Date



TORY DESCHAMPS
His Worship, Mayor of the Township of
Edwardsburgh Cardinal

PROJECT WORK PLAN

Name of Recipient:	Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown		
Project Title:	Annex Expansion - New Grain Drying		
Project Description:	Purchasing and installing a new efficient grain drying system.		
Project Objectives or Key Project Outcome(s):	Reducing GHG emissions by reduction in natural gas consumption.		
Project Number: ACT-A-0018	Project Start Date: 2023-03-14	Project End Date: 2025-03-31	

Description of Activities:
<p>Purchase and installation of the grain dryer system: Cost includes the purchase and installation of the complete tower dryer system including bins for wet grain storage, associated conveyors to move the grain in and out of the dryer, a new concrete base to properly support the required equipment, crane and freight fees. Site engineering, electrical, fill and excavation costs.</p>

Note: All expenditures related to the 10% administrative costs will not be supported for reimbursement due to program demand.

PERFORMANCE REPORTING

In order to fulfill the requirements of clause 5.11, the Recipient shall report on the project's performance using the measures in the table below. For some indicators (those indicated by an asterisk), Recipients will be required to provide the pre- and post-funding values in their Performance Report.

Performance Information		
Performance Measures	Targets	Description of each target
Number of adopted agricultural clean technologies.	Target: 1 Date to achieve target: March 31, 2025	1 grain drying system
Amount of fossil fuel used in production, by type (indicate unit, weight or volume)	Actual (current): Natural gas ~ 596,579 m3 Target: Natural gas – 417,605 m3 Date to achieve target: September 30, 2025	
Estimated reduction of GHG emissions from each newly adopted clean technology	Target: Reduction in 344 metric tonnes CO2e Date to achieve target: September 30, 2025	As per Agriculture and Agri-Food Canada's internal CO2 emission conversion calculator

Note: As part of their final performance report, recipients will also be asked to provide the cost of purchase and installation of agricultural clean technologies. No target is required for this indicator.

PROJECT BUDGET

Schedule B

Total Approved Contribution:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Total	% of Total Funding (Cost-Sharing)
Minister's Contribution	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	50%
Recipient's Contribution	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	50%
Total	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000	100%

Sources of Other Government Funding:

Source of Funding	% of Total Funding
Other government(s)	0%
% of Funding from All Government Sources (including AAFC)	50%

Eligible Project Cost Categories by Fiscal Year:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Total
Capital Assets	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000
Salaries and Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Project Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total Eligible Project Costs	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000



Responsible Officer(s) Authorization Form

Name of Program :	Agricultural Clean Technology Program - Adoption Stream
Recipient Name :	Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown
Project Number :	ACT-A-0018

In signing this form you certify that:

- You are the person with the name indicated alongside the signature.
- You will provide Agriculture and Agri-Food Canada (AAFC) with additional proof of identity, if requested, (e.g. government issued identification).
- You hold the title listed below and, in this capacity, are authorized to act and sign on behalf of the organization in accordance with your organization's incorporating documents, by-laws, or other relevant documents.
- You certify and warrant on behalf of the organization and in your personal capacity that the information provided in this form is true, accurate and complete.
- You are responsible for advising the Program Officer of such changes as soon as possible to avoid complications and delays in receiving payments.
- You understand the collection of information in this form will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. For further information on the collection of your information, please read the privacy notice statement.

All sections of this form below must be completed.

Section 1: Funding agreements and amendments

Signatory #1

Name of signatory to the Funding Agreement			Work Phone Number
Robert Dalley			613-925-4228 ext. 101
Position Title		Language of Correspondence	
General Manager		<input checked="" type="radio"/> English <input type="radio"/> French	
Email		Date of signature (YYYY-MM-DD)	
rdalley@portofjohnstown.com		2023/07/10	
Period of Authority (From YYYY-MM-DD)	Period of Authority (To YYYY-MM-DD)	Signature	
2023-03-14	2026-03-31		

Signatory #2

Name of signatory to the Funding Agreement			Work Phone Number
Tory Deschamps			613 803 2505
Position Title		Language of Correspondence	
His Worship, Mayor of the Township of Edwardsburgh Cardinal		<input checked="" type="radio"/> English <input type="radio"/> French	
Email		Date of signature (YYYY-MM-DD)	
mayor@twpec.ca		2023/07/10	
Period of Authority (From YYYY-MM-DD)	Period of Authority (To YYYY-MM-DD)	Signature	
2023-03-14	2026-03-31		

Signatory #3

Name of signatory to the Funding Agreement			Work Phone Number
Position Title		Language of Correspondence	
		<input type="radio"/> English <input type="radio"/> French	
Email		Date of signature (YYYY-MM-DD)	
Period of Authority (From YYYY-MM-DD)	Period of Authority (To YYYY-MM-DD)	Signature	

How many of the signatories listed above are required to bind your organization into a legal agreement?

As the signatory (signatories) to the Funding Agreement, I/we delegate signing authority to the below noted person(s) to certify payment requests or claims for reimbursement, Financial Reports as required, and all other reports under this Agreement.

Section 2: Performance and Financial Reporting/Payment Requests

Designated Person #1

Name of designated person

Robert Dalley

Position Title

General Manager

Work Phone Number

613-925-4228 ext. 101

Email

rdalley@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Robert Dalley

Date of signature (YYYY-MM-DD)

2023/07/10

Designated Person #2

Name of designated person

R. HONDA CODE

Position Title

OFFICE MANAGER

Work Phone Number

613-925-4228 x 102

Email

rconde@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Rhonda Code

Date of signature (YYYY-MM-DD)

2023/07/10

Designated Person #3

Name of designated person

KEVIN SAUNDERS

Position Title

OPERATIONS MANAGER

Work Phone Number

613-925-4228 x 106

Email

ksaunders@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Kevin Saunders

Date of signature (YYYY-MM-DD)

2023/07/10

9.4 Conflict of Interest

The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2 as amended), the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Agriculture and Agri-Food Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

9.5 Registration of Lobbyists

The Recipient shall ensure that a person lobbying, as defined in the federal *Lobbying Act* (R.S.C., 1985, c. 44 [4th Supp.]) as amended, on the Recipient's behalf is compliant with that Act.

9.6 Limitation of Liability

The Recipient agrees that His Majesty the King in right of Canada, his Ministers, officers, servants, employees, agents, successors and assigns shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Recipient, its employees, servants, officers, agents, voluntary workers or anyone else, including any obligations arising from loans, capital leases, or other long-term obligations in relation to the Agreement.

9.7 Defending an Action

In the event that either His Majesty the King in right of Canada or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the named Party shall notify the other Party, and the named Party may defend the action or proceeding in its own name. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The unnamed Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

9.8 Relationship of the Parties – No Principal Agent Relationship

Nothing contained in this Agreement creates or is to be construed as creating the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Recipient will not represent itself (including in any agreement with a third party), as an agent, employee, or partner of or in joint venture with Canada or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee, or partner of or in joint venture with Canada.

9.9 No Obligations to Third Parties

Where the Recipient is entering into a loan, a capital lease, or other long-term obligation in relation to any activity for which the Contribution is disbursed, the Recipient shall not incur any obligation on behalf of Canada and shall ensure that any agreement in respect thereof expressly relieves Canada of any liability for non-performance by the Recipient or damages caused by the Recipient.

9.10 Official Languages

All public information documents related to the Project prepared by or paid in whole or in part by Canada must be made available in both official languages, when Canada determines that this is required under the *Official Languages Act* (R.S.C., 1985, c. 31 [4th Supp.]). Tout document d'information publique ayant trait au projet rédigé ou payé en totalité ou en partie par le Canada doit être offert dans les deux langues officielles, lorsque le Canada décide que la *Loi sur les langues officielles* (L.R.C. [1985], ch. 31 [4e suppl.]) l'exige.

9.11 Language of Agreement

This Agreement is drafted in English at the request of the Parties. Les Parties ont convenu que la présente entente soit rédigée en anglais.

9.12 Waiver

Canada may waive any condition to Canada's benefit upon giving written notice to the Recipient. Failure by either Party to exercise any of its rights, powers, or remedies under the Agreement will not constitute a waiver of such right, power, or remedy. Any exercise of a right, power, or remedy will not prevent Canada in any way from later exercising the same or any other right, power, or remedy under this Agreement.

9.13 Extensions of Time

Canada may, at Canada's sole discretion, extend the time within which the Recipient must do anything required by this Agreement upon prior written request from the Recipient received no later than 60 days prior to the date that the Recipient was required to do such thing.

9.14 Governing Law

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

9.15 Dispute Resolution

Any matter in dispute under this Agreement shall be referred to the Director, Agricultural Clean Technology Program - Adoption Stream, and the Responsible Officer for the Recipient and, if the matter cannot be resolved, it shall be referred to the Minister, whose decision shall be final and binding.

9.16 Term of this Agreement

This Contribution Agreement shall take effect from the Effective Date and shall remain in effect until the Agreement End Date, unless terminated earlier in accordance with the terms of this Agreement.

9.17 Representatives of the Parties and Notice

All communications provided for under this Agreement, including reporting and any notice, demand, or other communication, shall be in writing and shall be deemed to have been received if sent to the coordinates below or to the last address of which the sender has received notice pursuant to this clause. Communications that are delivered in person shall be deemed to have been received upon delivery, communications transmitted by facsimile or e-mail shall be deemed to have been received 1 day after having been sent, and communications that are mailed shall be deemed to have been received 8 days after being mailed.

9.17.1 Any notice to Canada shall be addressed to:

Director
Agricultural Clean Technology Program - Adoption Stream
Agriculture and Agri-Food Canada
1341 Baseline Road, Tower 7, Floor 8, Room 223
Ottawa, Ontario, Canada, K1A 0C5

Telephone: 1-877-246-4682
Fax: (613) 773-2600
Email Address: aaafc.act-a-tpa-a.aac@agr.gc.ca

9.17.2 Any notice to the Recipient shall be addressed to:

Robert Dalley, General Manager
Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown
3035 County Road #2
Johnstown, Ontario, Canada, K0E 1T1

Telephone: (613) 925-4228 Ext. 101
Email Address: rdalley@portofjohnstown.com

9.18 Assignment

The Recipient shall not assign this Agreement or any payment, rights or obligations thereunder, in whole or in part, without the prior written consent of Canada. Any assignment made without such prior written consent is void and of no effect.

9.19 Entirety of Agreement

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

9.20 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

9.21 Interpretation

9.21.1 In the interpretation of this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that: that party prepared this Agreement or any part of it; or seeks to rely on this Agreement or any part of it.

9.21.2 Any provision of this Agreement that requires the Recipient or any third party to provide information or records to Canada upon request, pursuant to a right of inspection, or demand of Canada may only be exercised by Canada for the purposes of administering and enforcing the provisions of this Agreement except as otherwise specifically permitted by this Agreement.

9.22 Binding Effect

This Agreement shall be binding on the Parties, their successors, and permitted assignees.

9.23 Survival

Subject to and without restricting the operation of any time delay set out in this Agreement, the following sections and clauses shall survive the early termination or expiration of this Agreement:

Recipient's Contribution;
Advance Payments;
Holdbacks;
Stacking of Government Assistance;
Overpayments;
Right to Set-Off or Seek Compensation;
Indemnification;
Limitation of Liability;
Disposition of Capital Assets;
Financial Reports;
Final Financial Report;
Financial Management;
Ad Hoc and Special Reports;
Proceeds or Income;
Progress and Performance Monitoring and Reporting;
Audit and Evaluation;
Use and Disclosure of Recipient Information;
Intellectual Property;
Defending an Action.

9.24 Amendment

This Agreement may be amended in writing at any time and must be evidenced by the signature of Canada and the Recipient. Any amendment to this Agreement will form part of this entire Agreement. An amendment will take effect on the date of the latest signature unless otherwise stipulated by the Parties.

9.25 Counterparts

This Agreement may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts taken together shall constitute one Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS THEREOF, this Agreement is duly executed by the authorized representatives of the Parties.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

Rochefort,
Mathieu

Digitally signed by Rochefort,
Mathieu
Date: 2023.07.11 15:29:25 -04'00'

Date

MATHIEU ROCHEFORT
Director, Commercialization Programs
Division
Programs Branch
Agriculture and Agri-Food Canada

CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH CARDINAL O/A
PORT OF JOHNSTOWN

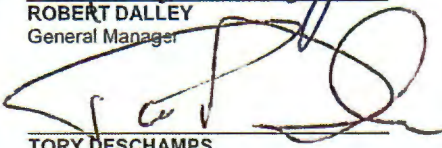
July 10/23

Date


ROBERT DALLEY
General Manager

July 10/23

Date


TORY DESCHAMPS
His Worship, Mayor of the Township of
Edwardsburgh Cardinal

PROJECT WORK PLAN

Name of Recipient:	Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown		
Project Title:	Annex Expansion - New Grain Drying		
Project Description:	Purchasing and installing a new efficient grain drying system.		
Project Objectives or Key Project Outcome(s):	Reducing GHG emissions by reduction in natural gas consumption.		
Project Number: ACT-A-0018	Project Start Date: 2023-03-14	Project End Date: 2025-03-31	

Description of Activities:
<p>Purchase and installation of the grain dryer system: Cost includes the purchase and installation of the complete tower dryer system including bins for wet grain storage, associated conveyors to move the grain in and out of the dryer, a new concrete base to properly support the required equipment, crane and freight fees. Site engineering, electrical, fill and excavation costs.</p>

Note: All expenditures related to the 10% administrative costs will not be supported for reimbursement due to program demand.

PERFORMANCE REPORTING

In order to fulfill the requirements of clause 5.11, the Recipient shall report on the project's performance using the measures in the table below. For some indicators (those indicated by an asterisk), Recipients will be required to provide the pre- and post-funding values in their Performance Report.

Performance Information		
Performance Measures	Targets	Description of each target
Number of adopted agricultural clean technologies.	Target: 1 Date to achieve target: March 31, 2025	1 grain drying system
Amount of fossil fuel used in production, by type (indicate unit, weight or volume)	Actual (current): Natural gas – 596,579 m3 Target: Natural gas – 417,605 m3 Date to achieve target: September 30, 2025	
Estimated reduction of GHG emissions from each newly adopted clean technology	Target: Reduction in 344 metric tonnes CO2e Date to achieve target: September 30, 2025	As per Agriculture and Agri-Food Canada's internal CO2 emission conversion calculator

Note: As part of their final performance report, recipients will also be asked to provide the cost of purchase and installation of agricultural clean technologies. No target is required for this indicator.

PROJECT BUDGET

Schedule B

Total Approved Contribution:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Total	% of Total Funding (Cost-Sharing)
Minister's Contribution	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	50%
Recipient's Contribution	\$0	\$0	\$1,000,000	\$1,000,000	\$0	\$2,000,000	50%
Total	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000	100%

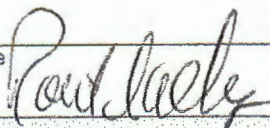
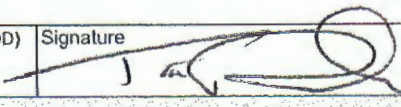
Sources of Other Government Funding:

Source of Funding	% of Total Funding
Other government(s)	0%
% of Funding from All Government Sources (including AAFC)	50%

Eligible Project Cost Categories by Fiscal Year:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	Total
Capital Assets	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000
Salaries and Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Project Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total Eligible Project Costs	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000

Responsible Officer(s) Authorization Form

Name of Program : Agricultural Clean Technology Program - Adoption Stream			
Recipient Name : Corporation of the Township of Edwardsburgh Cardinal O/A Port of Johnstown			
Project Number : ACT-A-0018			
In signing this form you certify that:			
<p>a. You are the person with the name indicated alongside the signature.</p> <p>b. You will provide Agriculture and Agri-Food Canada (AAFC) with additional proof of identity, if requested, (e.g. government issued identification).</p> <p>c. You hold the title listed below and, in this capacity, are authorized to act and sign on behalf of the organization in accordance with your organization's incorporating documents, by-laws, or other relevant documents.</p> <p>d. You certify and warrant on behalf of the organization and in your personal capacity that the information provided in this form is true, accurate and complete.</p> <p>e. You are responsible for advising the Program Officer of such changes as soon as possible to avoid complications and delays in receiving payments.</p> <p>f. You understand the collection of information in this form will be treated in accordance with the <i>Access to Information Act</i> and the <i>Privacy Act</i>. For further information on the collection of your information, please read the privacy notice statement.</p>			
All sections of this form below must be completed.			
Section 1: Funding agreements and amendments			
Signatory #1			
Name of signatory to the Funding Agreement Robert Dalley			
Position Title General Manager		Work Phone Number 613-925-4228 ext. 101	
Email rdalley@portofjohnstown.com		Language of Correspondence <input checked="" type="radio"/> English <input type="radio"/> French	
Period of Authority (From YYYY-MM-DD) 2023-03-14	Period of Authority (To YYYY-MM-DD) 2026-03-31	Signature 	Date of signature (YYYY-MM-DD) 2023/07/10
Signatory #2			
Name of signatory to the Funding Agreement Tory Deschamps			
Position Title His Worship, Mayor of the Township of Edwardsburgh Cardinal		Work Phone Number 613 803 2505	
Email mayer@twpec.ca		Language of Correspondence <input checked="" type="radio"/> English <input type="radio"/> French	
Period of Authority (From YYYY-MM-DD) 2023-03-14	Period of Authority (To YYYY-MM-DD) 2026-03-31	Signature 	Date of signature (YYYY-MM-DD) 2023/07/10
Signatory #3			
Name of signatory to the Funding Agreement			
Position Title		Work Phone Number	
Email		Language of Correspondence <input type="radio"/> English <input type="radio"/> French	
Period of Authority (From YYYY-MM-DD)	Period of Authority (To YYYY-MM-DD)	Signature	Date of signature (YYYY-MM-DD)
How many of the signatories listed above are required to bind your organization into a legal agreement?			

As the signatory (signatories) to the Funding Agreement, I/we delegate signing authority to the below noted person(s) to certify payment requests or claims for reimbursement, Financial Reports as required, and all other reports under this Agreement.

Section 2: Performance and Financial Reporting/Payment Requests

Designated Person #1

Name of designated person

Robert Dalley

Position Title

General Manager

Work Phone Number

613-925-4228 ext. 101

Email

rdalley@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Robert Dalley

Date of signature (YYYY-MM-DD)

2023/07/10

Designated Person #2

Name of designated person

R. HONDA CODE

Position Title

OFFICE MANAGER

Work Phone Number

613-925-4228 x 102

Email

rcode@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Rhonda Code

Date of signature (YYYY-MM-DD)

2023/07/10

Designated Person #3

Name of designated person

KEVIN SAUNDERS

Position Title

OPERATIONS MANAGER

Work Phone Number

613-925-4228 x 106

Email

k Saunders@portofjohnstown.com

Language of Correspondence

☒ English ☐ French

Period of Authority (From YYYY-MM-DD)

2023-03-14

Period of Authority (To YYYY-MM-DD)

2026-03-31

Signature

Kevin Saunders

Date of signature (YYYY-MM-DD)

2023/07/10