

**CANADA – TOWN OF TECUMSEH**

**PERMANENT PUBLIC TRANSIT PROGRAM – RURAL TRANSIT SOLUTIONS FUND  
CONTRIBUTION AGREEMENT FOR THE PURCHASE OF VEHICLES AND CHARGING  
STATIONS FOR THE TRANSIT SERVICE IN TECUMSEH, ONTARIO**

This Agreement is made as of the date of last signature.

**Between:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, As Represented By The Minister Of Infrastructure And Communities, Hereinafter Referred To As The Minister Of Intergovernmental Affairs, Infrastructure And Communities (“Canada”),

and

**THE CORPORATION OF THE TOWN OF TECUMSEH**, Continued Or Incorporated Pursuant To The *Ontario Municipal Act, 2001* (The “Recipient”),

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

**RECITALS:**

**WHEREAS** the Rural Transit Solutions Fund is the first federal fund to target the development of transit solutions in rural communities. It is making \$250 million in federal funding available over 5 years, beginning in 2021, to support the development of locally driven and transit solutions that will help people living in rural communities; and

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Rural Transit Solutions Fund (“the Program”) and wishes to provide financial support to The Corporation of the Town of Tecumseh under this Agreement; and

**WHEREAS** the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated April 7, 2022, which successfully met the selection criteria and qualifies for funding under the Program; and

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

**NOW THEREFORE**, the Parties hereby 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 June 30, 2025 (*must be 6 months after project end date but before March 31, 2026. This is to allow sufficient time for Recipients to submit the final report shortly after the project end date, and for INFC to pay the final claim/holdback amount before the agreement ends*).

“**Asset**” means any real or personal property, or immovable or movable asset acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-Owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences,

public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

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

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

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

**“Final Claim Date”** means three (3) months after the Project Completion Date.

**“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.

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

**“Project”** means the planning and design project submitted by the Recipient as described in Schedule B (The Project).

**“Project Approval Date”** means November 29, 2022, which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

**“Project Completion Date”** means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than [December 31, 2024 *[must be at least 3 months before the final expense claim date]*].

**“Substantial Completion Date”** means the date at which the Project can be used for its intended use as described in Schedule B (The Project) as will be set out in Schedule F (DECLARATION of Substantial Completion).

**“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 total 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, Project Budget, and Expense Claim frequency**

**Schedule C – Reporting Requirements**

**Schedule D – Certificate(s) of Compliance**

**Schedule E – Communication Protocol**

**Schedule F – Declaration of Substantial Completion**

**2. PURPOSE OF AGREEMENT**

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

**3. OBLIGATION OF THE PARTIES**

**3.1 CONTRIBUTION BY CANADA**

- a. Canada agrees to make a contribution payment to the Recipient for not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of one million eighty thousand dollars (\$1,080,000.00).
- 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 eighty percent (80%) 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 be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and 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.
- d. The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- 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 17.6 (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. The Recipient agrees that material changes to the Project, as described in Schedule B (The Project), will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project.
- i. During the Asset Disposal Period the Recipient will ensure:
  - i) that it acquires, secures, and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and
  - ii) the ongoing operation, maintenance, and repair any Asset as per appropriate standards.

### **3.3 APPROPRIATIONS AND FUNDING LEVELS**

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

### **3.4 FISCAL YEAR BUDGETING**

- a. The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b. If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c. In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### **3.5 CHANGES DURING THE LIFE OF THE PROJECT**

- a. Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b. Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 17.4 (Amendments).

### **3.6 INABILITY TO COMPLETE THE 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 14 (Default) and Canada may declare a default pursuant to Section 14 (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 BY-LAW 2024-012 dated February 13, 2024;
- b. the Recipient has the capacity and authority to carry out the Project;
- c. the Recipient has the requisite power to own the Assets, or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d. this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e. all information submitted to Canada 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;
- i. the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and

- j. the Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

## **5. CONTRACT PROCEDURES**

### **5.1 AWARDING OF CONTRACTS**

- a. The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b. If Canada determines, at its sole and absolute discretion, 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 and the Recipient shall immediately repay to Canada any funds that have been paid as Eligible Expenditures in relation to such Contracts.

### **5.2 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.

## **6. ENVIRONMENTAL AND IMPACT ASSESSMENT**

### **6.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

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

### **6.2 CHANGES TO PROJECT OR OTHERWISE**

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

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

## **7. INDIGENOUS CONSULTATION**

### **7.1 INDIGENOUS CONSULTATION**

Canada agrees that a legal duty to consult does not arise for this Project.

### **7.2 CHANGES TO PROJECT OR OTHERWISE**

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

The Recipient agrees that:

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

## **8. CLAIMS AND PAYMENT**

### **8.1 PAYMENT CONDITIONS**

- a. Canada will not pay interest for failing to make a payment under this Agreement.
- b. Canada may delay making a payment to the Recipient in any given Fiscal Year until a sufficient appropriation has been provided by Parliament of Canada.
- c. Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.

- d. Canada will not pay any claims until the requirements under Section 6 (Environmental and Impact Assessment) and Section 7 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- e. Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

## **8.2 PROGRESS CLAIMS**

- a. The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
  - i) a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
  - ii) a breakdown of Eligible Expenditures of the Project claimed, in a form set out by Canada;
  - iii) any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv) upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b. Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

## **8.3 FINAL CLAIM AND FINAL ADJUSTMENTS**

- a. The Recipient will submit a final claim to Canada by within three (3) months after the Project Completion Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
  - i) a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii) a breakdown of Eligible Expenditures of the Project claimed, in a form set out by Canada;
  - iii) any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv) a completed Declaration of Substantial Completion in accordance with Section 8.5 (Declaration of Substantial Completion);
  - v) upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
  - vi) upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b. Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances



#### **8.4 RETENTION OF CONTRIBUTION**

Canada will retain ten percent (10%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

#### **8.5 DECLARATION OF SUBSTANTIAL COMPLETION**

- a. Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b. The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

### **9. REPORTING**

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

### **10. AUDIT AND EVALUATION**

#### **10.1 RECIPIENT AUDIT**

- a. Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 17.3 (Accounting Principles).
- b. The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.

#### **10.2 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.

#### **10.3 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.

#### **10.4 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.

#### **10.5 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection, and monitoring compliance with this Agreement.

## **11. COMMUNICATIONS**

### **11.1 COMMUNICATIONS PROTOCOL**

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

### **11.2 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.

### **11.3 PUBLIC INFORMATION**

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

- a. its name, the amount awarded by Canada, and the general nature of the Project; and
- b. any evaluation or audit report and other reviews related to this Agreement.

### **11.4 OFFICIAL LANGUAGES**

- a. The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of or use by the public.
- b. The Recipient will communicate in such a manner as to address the needs of both official language communities; and
- c. The Recipient shall encourage members of both official languages communities to participate in the Project.

## **12. INTELLECTUAL PROPERTY**

- a. All intellectual property that arises in the course of the Project will vest in the Recipient.
- b. The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c. Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

## **13. 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.

## **14. DEFAULT**

### **14.1 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, 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.

### **14.2 DECLARATION OF DEFAULT**

Canada may declare a default if:

- a. 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.

### **14.3 REMEDIES ON DEFAULT**

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a. suspend any obligation by Canada to make a contribution payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b. terminate any obligation of Canada to 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.

## **15. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **15.1 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.

### **15.2 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;
- d. in relation to this Agreement or the Project.

### **15.3 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.

## **16. ASSETS**

- a. The Recipient will:
  - i) where the recipient owns the asset, retain title to and ownership of an asset or part of an asset for the asset disposal period; or
  - ii) retain all necessary rights, interests, and permissions in non-owned assets for the asset disposal period.
- b. The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered, or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c. Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

## **17. GENERAL**

### **17.1 PUBLIC BENEFIT**

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

### **17.2 SURVIVAL**

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

### **17.3 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.

### **17.4 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 to Canada forthwith on demand.

### **17.5 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.

### **17.6 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.

### **17.7 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.

### **17.8 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.

### **17.9 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.

### **17.10 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.

### **17.11 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.

## 17.12 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.

## 17.13 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.

## 17.14 AMENDMENTS

- a. This Agreement, including its schedules, can only be amended in writing by the Parties.
- b. Notwithstanding the aforementioned, amendments to Schedule B.2 (Project Budget) made pursuant to section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

## 17.15 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.

## 17.16 NOTICE

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

Canada:  
Rural Transit Solutions Fund  
Infrastructure Canada  
180 Kent Street, Ottawa Ontario  
[rtsf-agreements-fstcr-ententes@infcc.gc.ca](mailto:rtsf-agreements-fstcr-ententes@infcc.gc.ca)

Recipient:  
Manager Planning and Local Economic Development  
917 Lesperance Road, Tecumseh, ON N9Y 1A9  
[cjeffery@tecumseh.ca](mailto:cjeffery@tecumseh.ca)

- b. Such notice will be deemed to have been received:
  - i) in person, when delivered;
  - ii) if sent by mail or email, when receipt is acknowledged by the other Party;
  - iii) if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c. If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

**17.17 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.

**17.18 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 the province of Ontario. The Parties attorn to the jurisdiction of the Courts of the province of Ontario and all courts competent to hear appeals from the Courts of the province of Ontario.

**17.19 SUCCESSORS AND ASSIGNS**

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

**18. SIGNATURES**

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of the Corporation of the Town of Tecumseh by the Mayor and Director of Legislative Services and Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CORPORATION OF THE TOWN OF TECUMSEH

\_\_\_\_\_  
Per: The Honourable Dominic LeBlanc  
P.C., K.C., M.P.  
Minister of Intergovernmental Affairs,  
Infrastructure and Communities

\_\_\_\_\_  
Per: Gary McNamara, Mayor

\_\_\_\_\_  
Per: Robert Auger  
Director of Legislative Services and  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Rural Transit Solution Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

Eligible project costs can be reimbursed to the recipient if a contribution agreement is signed by INFC and the recipient.

The Program Analyst assigned to manage your agreement can provide additional support on interpreting the eligible and ineligible expenditures.

### **A.1 Eligible Expenditures:**

- Construction or procurement of stations, or rolling stock
- Procurement of zero-emissions buses
- Construction of cycling or walking paths related to the implementation of rural transit
- Engineering, and consultation fees, including fees associated with maintenance, building, renovating, or improving fixed capital assets during the period of the project
- Costs associated with data collection, the evaluation of projects and information exchange and dissemination of the results of the project in relevant fora, at the regional, national or international levels
- Expenditures directly associated with joint federal communication activities and with federal project signage
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments
- The incremental costs of the eligible recipients' employees could be included if approved in advance by Canada as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
  - There is a lack of private sector capacity to undertake the work; or
  - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
  - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers
- Other costs that are considered to be direct and necessary for the successful implementation of the project and that are approved in advance by Canada

### **A.2 Ineligible expenditures**

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 or of this Schedule



- Expenditures related to purchasing land, buildings and associated real estate and other fees
- Expenditures related to cost overruns or incurred for cancelled projects
- Furnishings and non-fixed assets
- General repairs and maintenance of a project and related structures
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates
- On-going operations, maintenance and/or electricity and fuel costs
- Legal fees
- Financing, interest, and taxes
- Leasing land, buildings, equipment, and other facilities
- Expenditures related to any good and services which are received through donation or in-kind contributions
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 f this Schedule
- Maintenance expenditures incurred as part of regular operations
- Other operating costs including:
  - Staff training, salaries, and benefits;
  - Fuel, maintenance, repairs, licensing, and insurance; and
  - Costs associated with the ongoing promotion and communication with residents of the service area; and
  - Software licensing and support fees.

## SCHEDULE B – THE PROJECT

### SCHEDULE B.1: PROJECT DESCRIPTION

The recipient will purchase three electric, accessible transit buses and two charging stations to replace existing gas-powered buses to continue to facilitate the fixed route and on-demand service system for Tecumseh, Ontario, within and to neighbouring communities including to Windsor.

This purchase will support the ongoing provision of the Town's transit system. Many of the current riders depend on reliable transit to get to places of employment as well as for shopping and other appointments throughout the community as well as in the City of Windsor.

The project timeline for the project is as follows:

Project start date:	2024-01-01 <i>(this should be after project approval in order to meet expense eligibility criteria)</i>
Project end date:	202-12-31 <i>(note, project must be completed within 24 months)</i>

#### Objective:

The Rural Transit Solutions Fund aims to support the development of locally driven transit solutions that help people living in rural, remote, northern and indigenous communities undertake their day-to-day activities.

#### Activities:

Project activities will include construction and/or acquisition of the following Assets:

Type	Item	Count
Asset	<i>Electric small sized (approx. 25 passenger capacity) low-rise fully accessible transit bus]</i>	3
Asset	<i>Level 3 EV Charging Station</i>	2

#### Project Results:

In order to illustrate how the Project will contribute to its objective, the Recipient will collect performance data. The information will be provided within the progress reports and the final report, and will be submitted to Canada in accordance with Schedule C.

The reports include, but are not limited to, the following project outcome measures (as applicable):

Transit Capacity	Fleet expansion, by percent growth Seating capacity expansion, by percent growth Barrier reduction measures (accessibility, safety features, etc.)
Ridership	Community reach

**SCHEDULE B.2: PROJECT BUDGET**

**Table 1: Project Budget**

Project Budget	Amount
Total Project Cost	\$1,350,000.00
Total Eligible Cost	\$1,350,000.00

**Table 2: Annual Breakdown**

Total INFC Contribution	Annual Breakdown			Total
	2023-2024	2024-2025	2025-2026	
INFC Contribution	\$0	\$1,080,000.00	\$0	\$1,080,000.00

**Table 3: Other Sources of Funding**

Other Contributors	
Town of Tecumseh	\$270,000.00
<b>Total Other Sources of Funding</b>	<b>\$270,000.00</b>

**SCHEDULE B.3: CLAIM FREQUENCY TABLE**

Payment Period	Required Documents	Frequency	Payment Date
First Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Progress Claim	Within 30 days of the Effective Date	Within 30 business days of approval of required documents by Canada
Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for progress Claim	Minimum once every six (6) months but not more frequently than once every three (3) months	Within 30 business days of approval of required documents by Canada
Year-end Progress Claim	Claim Form Updated Cashflow Certificate of Compliance for Progress Claim	Between February 01–05 of every calendar year.	Within 30 business days of approval of required documents by Canada.
Final Claim	Claim Form Updated Cashflow Certificate of Compliance for Final Claim	Three (3) months after the Project Completion Date	Within 30 business days of approval of required documents by Canada

## **SCHEDULE C – REPORTING REQUIREMENTS**

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program. For example, reports on progress toward climate-focused objectives, Community Employment Benefits, etc.

### ***SCHEDULE C.1: PROGRESS REPORT***

The recipient will submit a progress report on a minimum semi-annual basis, unless otherwise communicated by Canada.

One annual progress report must be submitted approximately 45 (forty-five) calendar days after March 31 of each fiscal year, by May 15. The second progress report should follow approximately four (4) months later, by September 15.

The progress report must include the following information:

- a) Progress reports will include:
  - i. Project title;
  - ii. Project's progress for the period, including about procurement activities;
  - iii. Cost-sharing breakdown, including the amount of federal funding and other sources of funding;
  - iv. Expected construction/installation/procurement start and end dates, or other expected future progress or milestones;
  - v. Confirmation of project actual start date;
  - vi. Project risks and mitigation strategies;
  - vii. Communications activities;
  - viii. Contribution agreement administration;
  - ix. Financial update; and
  - x. Any changes to the project that would impact expected project immediate outcomes.
  - xi. Any other item as required by Canada.
- b) The Progress Report will be attested by a senior designated official, duly authorized by the Recipient, and submitted to Canada in an agreed upon format acceptable to Canada.

### ***SCHEDULE C.3: FINAL REPORT***

- a) Recipients will also be required to submit a final report before the contribution agreement end date, in accordance with the contribution agreement.
- b) The final report can be submitted at the same time or after as the final claim but no later than 45 business days before the agreement end date.
- c) The final report includes:
  - i. A general description of the Project's major achievements
  - ii. Reporting on outcomes and benefits according to performance indicators outlined;
  - iii. An attestation, signed by a delegated senior official, that the federal cost-shared project has been completed and that federal funding was spent on eligible expenditures in accordance with the terms and conditions of the agreement.
  - iv. A general description of the Project's major achievements
  - v. A completed Schedule F – Declaration of Substantial Completion
  - vi. Any other item as required by Canada.

## SCHEDULE D: CERTIFICATE(S) OF COMPLIANCE

### SCHEDULE D1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the "Recipient"), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] 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.

*[If applicable, add:]*

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

*[If applicable, add:]*

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. 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]**

11. 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.
12. 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 D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] 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.

*[If applicable, add:]*

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

*[If applicable, add:]*

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. 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]**

11. 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.
12. 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**

### **INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING**

#### **PURPOSE**

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

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

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

#### **GUIDING PRINCIPLES**

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

#### **GOVERNANCE**

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

#### **JOINT COMMUNICATIONS**

Canada, the Recipient will have Joint Communications about the funding of the Project(s).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support

Canada has an obligation to communicate in English and French.

Joint communications products must be bilingual and include the Canada word mark and Recipient's logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the [Table of Precedence for Canada](#).

#### **INDIVIDUAL COMMUNICATIONS**

Notwithstanding section 8.4 (Joint Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to [Infrastructure Canada's website](#). Canada will provide and publish guidelines for how this recognition is to appear.

## **OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

## **MEDIA RELATIONS**

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received, or emerging media or stakeholder issues arise to a Project or the overall fund.

## **SIGNAGE**

Canada and the Recipient may request a sign recognizing their funding contribution to a Project where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient who will produce and install, a joint physical sign that recognizes funding of Canada at each Project site in accordance with current federal signage guidelines.

- i. The sign design, content, and installation guidelines will be provided by Canada.
- ii. Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to project type, scope, location, or duration.
- iii. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
- iv. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility

## **ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the [Government of Canada requirements for advertising](#). In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.



## SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities, also referred therein as Minister of Intergovernmental Affairs, Infrastructure and Communities and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_ (Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_ (Name), of the City/Town of \_\_\_\_\_,

Province/Territory of \_\_\_\_\_, declare as follows:

1. I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I have received the following documents for the [PROJECT NAME] Project:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]

Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the \_\_\_\_\_ day of the \_\_\_\_\_ 20\_\_.

*[Insert #3, if applicable:]*

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]

*[Insert #4, if applicable:]*

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]:
  - i. [LIST NAME OF RELEVANT DOCUMENT] signed by \_\_\_\_\_ (Name), an \_\_\_\_\_ (Profession, e.g. environmental consultant or other applicable professional).

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City/Town), in \_\_\_\_\_  
(Province/Territory)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature