

DILLON
CONSULTING

EXPLOITS VALLEY PORT CORPORATION

**Initial Project Description: Port of Botwood
Wharf Rehabilitation Project**

Botwood, Newfoundland and Labrador



May 2026 - 25-2329



May 13, 2026

Newfoundland and Labrador Satellite Office
Impact Assessment Agency of Canada/ Government of Canada
301-10 Barbers Hill
St. John's, NL
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Attention: Jill Adams, Head, NL Satellite Office
Impact Assessment Agency of Canada

Port of Botwood Wharf Rehabilitation Project Initial Project Description

On behalf of the Exploits Valley Port Corporation (EVPC), Dillon Consulting Limited is pleased to submit this Initial Project Description (IPD) for the Port of Botwood Wharf Rehabilitation Project, located in Botwood, Newfoundland and Labrador, for review by the Impact Assessment Agency of Canada (IAAC).

This submission has been prepared to support IAAC's review of the Project as currently proposed and to initiate the Planning Phase under the *Impact Assessment Act*.

Please contact the undersigned at 709.727.3228 or mgosse@dillon.ca if you have any questions or concerns.

Sincerely,

DILLON CONSULTING LIMITED

<original signed by>

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Abbreviations

AC CDC	Atlantic Canada Conservation Data Centre
APA	Atlantic Pilotage Authority
BMP	Best Management Practices
BTEX	Benzene, toluene, ethylbenzene, and xylenes
CNWA	<i>Canadian Navigable Waters Act</i>
CSR	Corporate Social Responsibility
DFO	Department of Fisheries and Oceans Canada
DFRP	Directory of Federal Real Property
DWT	dead-weight tonnes
EA	Environmental Assessment
EAD	Environmental Assessment Division
EARD	Environmental Assessment Registration Document
EAR	<i>Environmental Assessment Regulation</i>
ECI	Early Contractor Involvement
EERP	Environmental Emergency Response Plan
EH&SP	Environmental Health and Safety Contingency Plans
EPA	<i>Environmental Protection Act</i>
EPP	Environmental Protection Plan
ESG	Environmental, Social and Governance
EQS	Environmental Quality Standard
EVPC	Exploits Valley Port Corporation
FCSI	Federal Contaminated Sites Inventory
FEED	Front-End Engineering Design
FNI	Federation of Newfoundland Indians
FSC	Food, Social and Ceremonial Fisheries
FTE	full time equivalent
GHG	greenhouse gas
GOC	Government of Canada
ha	hectare
HADD	Harmful Alteration, Disruption or Destruction
IA	Impact Assessment
IAA	<i>Impact Assessment Act</i>
IAAC	Impact Assessment Agency of Canada
IPD	Initial Project Description
ISPS	International Ship and Port Facility Security

km	kilometre
km ²	square kilometre
kPa	kiloPascal
LAA	Local Assessment Area
m	metre
m ²	square metre
m ³	cubic metre
MARI	Maritime Archaeological Resource Inventory
<i>MBCA</i>	<i>Migratory Birds Convention Act</i>
<i>MBR</i>	<i>Migratory Bird Regulations</i>
MCTS	Marine Communications and Traffic Services: Bay of Exploits
MFN	Miawpukek First Nation
MFNG	Miawpukek First Nation Government
MTSR	<i>Marine Transportation Security Regulations</i>
NAFO	Northwest Atlantic Fisheries Organization
NAPS	National Air Pollution Surveillance
NL	Newfoundland and Labrador
NLDECC	Newfoundland and Labrador Department of Environment and Climate Change
<i>NL ESA</i>	<i>Newfoundland and Labrador Endangered Species Act</i>
NLMA	Newfoundland and Labrador Medical Association
NOC	National Occupational Classification
PAO	Provincial Archaeology Office
PAH	polycyclic aromatic hydrocarbons
PBTC	Bay of Exploits Traffic Committee
PDA	Project Development Area
PHC	petroleum hydrocarbon compound
QFN	Qalipu First Nation
RAMN	Radio Aids to Marine Navigation
RA	Regional Assessment
ROV	Remotely Operated Vehicle
SA	Strategic Assessment
SACC	Strategic Assessment of Climate Change
SAR	Species at Risk
<i>SARA</i>	<i>Species at Risk Act</i>
t/m ²	tonne per square metre
TBD	To be determined
TBT	tributyltin
TERMPOL	Technical Review Process of Marine Terminal Systems and Transshipment Sites
WAGE	Women and Gender Equality

WMO	World Meteorological Organization
WRMD	Water Resources Management Division
VOC	volatile organic compounds
VTS	Vessel Traffic Services

Introduction

This document is an Initial Project Description (IPD) for the proposed Port of Botwood Wharf Rehabilitation Project (the Project), located at the Port of Botwood in the Town of Botwood, Newfoundland and Labrador. The Project is proposed by the Exploits Valley Port Corporation (EVPC), the owner and operator of the Port of Botwood.

From EVPC's planning and infrastructure perspective, the Project includes rehabilitation and replacement of marginal wharf and associated marine infrastructure at the historic ASARCO waterfront. Proposed activities are located within previously developed port lands and waterlots that have historically supported marine operations. The Project is being planned within previously developed and disturbed port lands and waterlots, with construction components intended to address structural condition, operational safety, and marine access at the former ASARCO waterfront.

The proposed works are focused on infrastructure and associated shoreline areas within the previously developed ASARCO waterfront and are confined to lands and waterlots transferred to EVPC under the federal Port Divestiture Program (**Appendix A**). In that context, EVPC considers the Project to be directed toward addressing structural condition, operational safety, and marine access within a previously developed port setting, while supporting continued marine and industrial use of the Port consistent with its longstanding role in the region.

At the same time, EVPC recognizes that the federal regulatory question under the *Impact Assessment Act (IAA)* is distinct from the Project's planning characterization. Accordingly, this IPD has been prepared in accordance with the *IAA* and the *Information and Management of Time Limits Regulations* to initiate the Planning Phase of the Impact Assessment (IA) process. On March 4, 2026, the Impact Assessment Agency of Canada (*IAAC*) informed the Exploits Valley Port Corporation (EVPC) that the Project meets the description of a designated project under Item 53 of the *Physical Activities Regulations* under the *Impact Assessment Act*. Therefore, this Initial Project Description (IPD) is being submitted to commence the planning phase of the impact assessment process, during which *IAAC* will determine under Section 16 of the *IAA* if an impact assessment is required.

In correspondence dated March 13, 2026, *IAAC* advised that the proposed rehabilitation works at the former Irving Oil Jetty site, as described, do not appear to constitute a physical activity listed in the *Physical Activities Regulations* and therefore would not be expected to constitute a designated project. *IAAC* further advised that those works do not appear to be incidental to the proposed former American Smelting and Refining Company (ASARCO) site project and, on that basis, would not be expected to form part of the Initial Project Description for that designated project (Adams, 2026). This IPD is therefore focused on the components of the Project for which federal applicability remains under review (i.e., the former ASARCO site), while recognizing the distinction *IAAC* has drawn between the former Irving Oil

Jetty rehabilitation works and the proposed former ASARCO site works. The former Irving Oil Jetty site is therefore not discussed further in this IPD, other than for context.

The information provided in this IPD is intended to support IAAC's consideration of the Project as currently proposed, including the nature and location of the works, the existing port context, and the potential for an impact assessment to be required. While EVPC's view is that the Project is best understood as rehabilitation and replacement of marine infrastructure within a historically developed port area, the information provided reflects the Project as described.

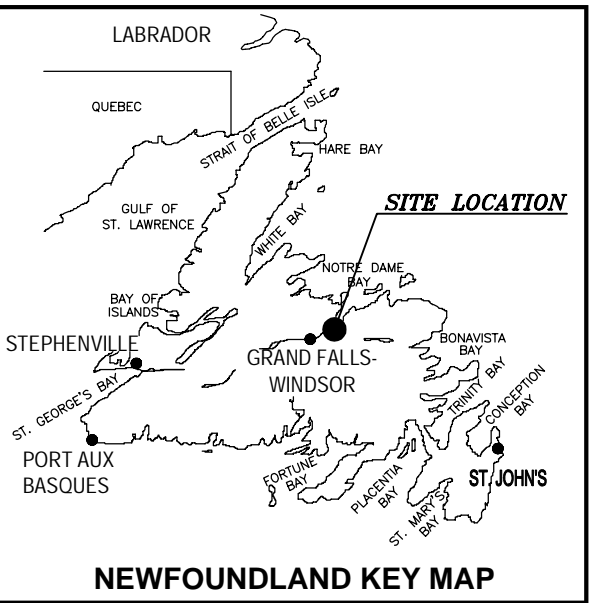
Consistent with prior regulatory submissions for the Port of Botwood, the Project is described as occurring within previously developed and disturbed port lands and waterlots, with construction components intended to address structural integrity, operational safety, and marine access within the historically developed ASARCO waterfront area. EVPC is not proposing the creation of a new port area or a change in the overall role of the Port of Botwood within the regional marine transportation and industrial context.

This IPD also provides preliminary information on potential environmental, social, and economic interactions associated with the Project, together with an overview of proposed mitigation measures and planned baseline studies. The information is intended to support early engagement with federal and provincial authorities, Indigenous groups, the public, and other stakeholders, and to assist in identifying issues and information requirements that may inform subsequent phases of the planning and assessment process, in accordance with applicable legislation, policy, and guidance, including the "Guide to Preparing an Initial Project Description and a Detailed Project Description" (IAAC, 2023a) and the "Practitioner's Guide to the *Impact Assessment Act*" (IAAC, 2023b).

1.1 Project Overview

The Project is located at the Port of Botwood in the Town of Botwood, Newfoundland and Labrador (**Figure 1**). The Project aims to address structural deterioration and functional limitations associated with marine infrastructure at the former ASARCO waterfront within an established industrial port setting.

The Project includes rehabilitation and replacement of marginal wharf and associated marine infrastructure at the former ASARCO waterfront (**Figure 2**). All proposed activities are confined to lands and waterlots that have been previously developed and used for federal and commercial marine operations. While earlier planning considered the simultaneous refurbishment of the nearby former Irving Oil Jetty, federal regulatory guidance has determined those works are a separate undertaking. Therefore, the scope of this IPD is strictly limited to the ASARCO waterfront.

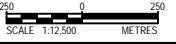


~ BAY OF EXPLOITS ~

BOTWOOD



PROJECT LOCATION



Conditions of Use
 Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
 Do not scale dimensions from drawing.
 Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

NOT FOR CONSTRUCTION

DESIGN	REVIEWED BY
DRAWN	CHECKED BY
DATE	
SCALE	AS SHOWN
No.	ISSUED FOR
DATE	BY

PORT OF BOTWOOD
WHARF REHABILITATION PROJECT

PROJECT NO.
25-2329

PROJECT LOCATION

SHEET NO.
FIGURE 1



APPROXIMATE COORDINATES:
NORTHING = 5444876.72
EASTING = 621080.32

ARMOURSTONE PROTECTION
APPROXIMATE BOUNDARY FOR 5m WATER DEPTH

APPROXIMATE BOUNDARY FOR 10m WATER DEPTH

APPROXIMATE COORDINATES:
NORTHING = 5444837.40
EASTING = 621184.47

101m
SSP WALL
NEW INFILL AREA

NEW CONCRETE PIPE PILED STRUCTURE
PILE SUPPORTED SLAB

BOTWOOD HARBOUR

PROPOSED HEAVY LIFT AREA (TYP)

ARMOURSTONE PROTECTION

APPROXIMATE COORDINATES:
NORTHING = 5444692.14
EASTING = 621129.66

FOOTPRINT AREA: 5,836m²

1 PLAN - WHARF LAYOUT OPTION 2B
S1 1:750

±22m

155m

Conditions of Use
Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.
Do not scale dimensions from drawing.
Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

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DATE	BY

PORT OF BOTWOOD
WHARF REHABILITATION PROJECT

PROJECT NO.
25-2329

PROPOSED NEW SSP MARGINAL
WHARF

SHEET NO.
FIGURE 2

The Project is planned to be implemented through a phased approach over an anticipated 32-month period. Phase 1 consists of regulatory determination and detailed planning activities, which are anticipated to take approximately 16 months. Phase 2 consists of construction activities focused on enabling works, safety-related interventions, and replacement or modernization of end-of-life marine infrastructure over another 16 months. Key construction activities include selective removal or stabilization of deteriorated structures and construction of replacement marginal wharf infrastructure within the historic ASARCO waterfront area. The Project does not include capital dredging.

Key activities associated with the rehabilitation project include the following:

- Localized Seabed Preparation - Includes the localized removal of unsuitable material using mechanical excavation (e.g., clamshell bucket), mechanical scouring to level the foundation footprint, and drilling for the installation of pilings. Side-casting of excavated materials will not occur.
- Wharf Infrastructure Installation: Installation of marine structural components within the previously developed ASARCO waterfront area, including steel or concrete piles to support a marginal wharf structure and structural decking.
- Quayside Infrastructure: Installation of mooring hardware (bollards), fendering systems, ladders, safety railings, and modern lighting/navigation aids.
- Shoreline Stabilization and Infilling: Limited infilling of approximately 2,100 m² (estimated volume of 43,050 m³) confined to previously disturbed areas to ensure structural integrity and safety.
- Upland Improvements: Resurfacing and grading of existing laydown and marshalling areas, and localized drainage/stormwater improvements.
- Access and Utilities: Upgrades to existing access roads and utility servicing (electrical and communication). The Project does not include any rail-related works.
- Maintenance Dredging: While no capital dredging is proposed, infrequent maintenance dredging may be required to maintain safe vessel draft.

The Project aligns with EVPC's objective of maintaining the Port of Botwood as a safe and functional multi-user marine facility serving Central Newfoundland. Rehabilitation of existing infrastructure is expected to generate short-term employment during construction and to support continued marine logistics activity consistent with historic port operations.

1.2 Project Context

As part of early Project planning, EVPC retained Dillon Consulting Limited (Dillon) to prepare this IPD and to support early engagement with federal regulators. The purpose of this work is to support identification of an appropriate regulatory pathway for the rehabilitation and replacement of marine infrastructure at the Port of Botwood, consistent with EVPC's role as owner and operator of the Port.

Project planning activities completed to date have focused on defining the technical scope, environmental setting, and regulatory considerations associated with addressing aging marine infrastructure within an established industrial port environment. Preliminary planning has included screening-level environmental reviews of marine and upland conditions, identification of species at risk and other sensitive environmental features using available data sources, and consideration of potential interactions between proposed activities and the environment. Marine geotechnical investigations are planned to inform detailed engineering design and construction methods and will be undertaken in advance of construction, subject to applicable regulatory requirements (Dillon, 2025a).

The Project is being advanced in response to structural deterioration, safety considerations, and operational limitations associated with legacy marine infrastructure at the Port of Botwood. The intent of the Project is to address the condition of marine infrastructure at the former ASARCO waterfront and support port operations within the historic operational footprint of the Port.

Historically, the Port of Botwood has operated as a multi-user marine logistics facility serving Central Newfoundland, supporting bulk and break-bulk cargo handling, movement of industrial materials, and servicing of regional industries. Rehabilitation and replacement of marine infrastructure is expected to support continued marine access and operational capability within this established port setting.

Construction activities associated with the Project are anticipated to result in short-term employment and demand for local services, consistent with infrastructure rehabilitation projects of this nature, while maintaining alignment with historic port operations (POB, 2025).

1.3 Regulatory Context

The Project has been advanced as a single, defined undertaking focused on the rehabilitation and modernization of marine and upland port infrastructure within the historic operational footprint of the Port of Botwood. The scope of the Project is limited to infrastructure that has historically supported port operations and remains within lands and waterlots under the ownership and control of the EVPC (Dillon, 2025a).

Provincial Environmental Assessment

A Project Description was submitted to the Environmental Assessment Division of the Newfoundland and Labrador Department of Environment, Conservation and Climate Change (DECC-EAD) which included the refurbishment of the Irving Oil Jetty to support a determination under Section 47 of the *Environmental Protection Act* and the *Environmental Assessment Regulations*, 2003 (GNL, 2002; GNL, 2003).

By correspondence dated December 16, 2025, Newfoundland and Labrador Department of Environment and Climate Change – Environmental Assessment Division (NLDECC-EAD) confirmed that registration of the Project and the Irving Jetty Refurbishment under the *Environmental Assessment Regulations* is not

required, as the proposed works do not constitute an undertaking for the purposes of provincial environmental assessment. This determination was based on the Project being limited to the rehabilitation of existing infrastructure within a long-established industrial port setting (GNL, 2025; **Appendix B**).

Federal Impact Assessment Context

For the purposes of the *IAA*, the Project has been described as the rehabilitation of marine terminal infrastructure at the Port of Botwood. The proposed works are located within previously developed port lands and waterlots and are intended to address marine infrastructure condition, operational safety, and marine access within a long-established industrial port setting.

EVPC considers the Project to be focused on addressing aging infrastructure and supporting operational functionality within the historic port footprint.

On March 4, 2026, the Impact Assessment Agency of Canada (*IAAC*) informed the Exploits Valley Port Corporation (EVPC) that the Project meets the description of a designated project under Item 53 of the *Physical Activities Regulations* under the *Impact Assessment Act*. Therefore, this Initial Project Description (IPD) is being submitted to commence the planning phase of the impact assessment process, during which *IAAC* will determine under Section 16 of the *IAA* if an impact assessment is required.

In correspondence dated March 13, 2026, *IAAC* advised that the proposed rehabilitation works at the former Irving Oil Jetty site, as described, do not appear to be a physical activity listed in the *Physical Activities Regulations* and would not be expected to constitute a designated project. *IAAC* further indicated that the works do not appear to be incidental to the proposed former ASARCO site project and therefore would not be expected to form part of the Initial Project Description for that designated project (Adams, 2026).

EVPC has therefore prepared this IPD specifically in relation to the proposed rehabilitation of marine infrastructure at the former ASARCO site. It is on the basis of this IPD that *IAAC* will determine whether or not the Project requires an Impact Assessment under Section 16 of the *IAA*.

Activity-Based Permitting

Subject to the provincial determination that environmental assessment registration is not required, the Project is anticipated to proceed through activity-based provincial and federal approvals typically applicable to marine infrastructure rehabilitation within established industrial ports. These approvals may include reviews, permits, or authorizations under legislation such as the *Canadian Navigable Waters Act*, the *Fisheries Act*, and applicable provisions of the provincial *Environmental Protection Act*, as well as other relevant provincial or federal legislation (GOC, 1985; GOC, 1985b; GNL, 2002).

Specific permitting requirements will be confirmed as detailed design advances and construction methodologies are finalized. Construction activities will not proceed until all required regulatory authorizations are obtained.

Any material change to the Project scope or associated activities described in the IPD will be reviewed to determine whether further engagement with IAAC or other regulators is warranted. This approach is consistent with IAAC's March 13, 2026 correspondence, which noted that its opinion was based on the Project as described and advised the proponent to re-contact IAAC if the Project changes or if additional activities may be captured under the *Physical Activities Regulations*.

1.4 Purpose and Organization of this Document

This IPD provides information on the proposed Port of Botwood Wharf Rehabilitation Project to support consideration under the IAA. The IPD has been prepared in accordance with Schedule I of the *Information and Management of Time Limits Regulations* and is intended to provide information required to support early planning, engagement, and determination of whether the Project constitutes a designated project that requires an Impact Assessment under the IAA (GOC, 2019a; GOC, 2019b; IAAC, 2023).

The IPD describes the Project, its location and context, proposed activities, potential interactions with the environment, and the regulatory framework applicable to the Project. The information presented is intended to support review by federal authorities and to inform engagement with provincial regulators, Indigenous groups, and other stakeholders, consistent with the early planning objectives set out under the IAA (IAAC, 2023b).

This IPD is organized in a manner consistent with the "Guide to preparing an initial project description and a detailed project description" (IAAC, 2023a) as follows:

- **Introduction** provides an introduction to the IPD, including a summary of the Project, Project context, and the purpose and organization of the document;
- **Part A: General Information** provides general Project information, including Proponent contact information, a summary of engagement conducted or planned, and information related to regional or strategic assessments that may be relevant to the Project;
- **Part B: Project Information** provides Project-specific information, including the purpose and need for the Project, a description of Project components, phases, and activities, the anticipated Project schedule, and information on alternatives to the Project and alternative means;
- **Part C: Location Information and Context** describes the Project location and setting;
- **Part D: Federal, Provincial, Territory, Indigenous and Municipal Involvement and Effects** describes the federal, provincial, and municipal involvement in the Project, including providing a list of required approvals and permits;

- **Part E: Potential Effects of the Project** provides a high-level identification of potential effects of the Project that are within federal jurisdiction, an estimate of greenhouse gas emissions from the Project, and Project-related emissions and wastes; and
- **Part F: Summary** provides a plain language summary of the Project in both English and French (under separate cover).

Supporting technical and contextual information is provided in the appendices to this IPD.

Part A: General Information

As outlined in Schedule I of the *Information and Management of Time Limits Regulations* under the IAA, general information about the Project is provided in this section, including:

- (1) Project Identification:
 - Project Name
 - Includes a unique identifier (e.g., geographic name or project title)
- (2) Proponent Information
 - Proponent Details
 - Role in relation to the project and project description
 - Project Organization and Governance Structure
 - Project Delivery and Organizational Roles
- (3) Engagement with Jurisdictions and Other Parties
 - Summary of Engagement Undertaken
 - Engagement with federal, provincial, territorial, or municipal authorities
 - Engagement with other relevant organizations or stakeholders
 - Key Issues Raised
 - Summary of questions, concerns, or interests identified
 - High-level outcomes or responses to those issues
 - Results of Engagement
 - How feedback has informed the project to date
 - Any changes or considerations resulting from engagement
 - Future Engagement Plans
 - Planned or anticipated engagement activities
 - Ongoing consultation approach
- (4) Indigenous Engagement
 - Potentially Affected Indigenous Groups
 - Identification of Indigenous communities or organizations
 - Basis for identifying potential effects or interests
 - Summary of Engagement
 - Engagement undertaken to date
 - Key issues, interests, or concerns raised
 - Outcomes or responses to engagement
 - Future Engagement Plans
 - Planned engagement activities
 - Approach to ongoing communication and collaboration

- (5) Relevant Studies and Plans
 - Regional or Area-Based Studies
 - Identification of relevant studies conducted or underway
- (6) Strategic Assessments
 - Applicable Strategic Assessments
 - Identification of any strategic assessments under Section 95 of the Impact Assessment Act

2.1 (1) Project Name, Sector, and Location

Project Name: Port of Botwood Wharf Rehabilitation Project

Sector: Marine and Industrial Infrastructure (Port Operations)

Location: The Project Development Area (PDA) is located within the Port of Botwood, on the north shore of the Bay of Exploits, in the Town of Botwood, Newfoundland and Labrador, as shown on **Figure 3**. The Port of Botwood is situated in Central Newfoundland, approximately 40 km east of Grand Falls-Windsor and 75 km west of Gander and is accessible via the Trans-Canada Highway and local transportation corridors.

2.2 (2) Proponent Contact Information

The Proponent's contact information is provided in **Table 1**.

Table 1: Proponent Contact Information

Proponent Name	<p>Name: Exploits Valley Port Corporation Board Chair: Scott Sceviour Address: 7 Lighthouse Road, Botwood, NL A0H 0B1 Email: scott.sceviour@evpc.ca</p>
Environmental Specialist	<p>Name: Michelle Roche Official Title: Environmental Specialist Address: Dillon Consulting Limited 45 Hebron Way, Suite 202, St. John's, NL A1A 0P9 Email: mroche@dillon.ca</p>



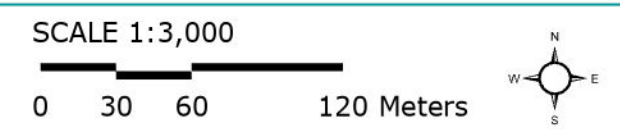
BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

PROJECT DEVELOPMENT AREA

FIGURE 3

 Project Development Area (PDA)



MAP DRAWING INFORMATION:
DATA PROVIDED BY DILLON CONSULTING AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: MG
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

2.2.1 Project Organization and Governance Structure

The Project is being advanced by EVPC, which is responsible for overall project governance, regulatory coordination, and implementation. Project delivery is supported through a management structure that integrates project development, port operations, environmental and regulatory coordination, engineering, construction, and stakeholder engagement. Dillon Consulting Limited (Dillon) provides environmental and permitting support in its role as Environmental and Marine Consultant, including coordination of environmental studies, regulatory submissions, and environmental management planning. Design and construction activities will be undertaken by qualified engineering, procurement, and construction (EPC) contractors, with support from discipline-specific consultants and contractors, as required. This structure is intended to support clear accountability, effective communication, and coordination with regulators, Indigenous communities, and other stakeholders throughout project planning and implementation.

2.2.2 Port Setting and Historical Context

The Port of Botwood is a long-established marine and industrial port located on the north shore of the Bay of Exploits in Central Newfoundland. The Port's sheltered deep-water harbour has supported regional marine transportation and industrial activity for more than a century. Early development of the Port in the early 1900s was closely associated with forestry and lumber export activities, followed by pulp, paper, and mineral concentrate shipping as resource-based industries expanded in Central Newfoundland (POB, 2025; Botwood, 2025).

In addition to its industrial role, the Port of Botwood played a notable role in early aviation history. During the 1930s, Botwood served as an international stopover for transatlantic flying boats operated by Pan American Airways and British Overseas Airways Corporation, including a documented landing by Charles and Anne Lindbergh in 1933. During the Second World War, the Port functioned as a Royal Canadian Air Force seaplane base, reflecting its strategic coastal location and infrastructure capacity (POB, 2025).

Throughout the twentieth century, wharf and berth infrastructure at the Port of Botwood was developed incrementally to support evolving industrial and transportation needs. Infrastructure development accommodated heavy industrial uses and integrated marine operations with inland transportation networks, including the railway connection between Grand Falls-Windsor and the Port that supported pulp and paper exports (POB, 2026).

Historically, the Port of Botwood was owned and operated by the Government of Canada (GOC), with marine infrastructure constructed and maintained to support regional industrial operations, including forestry and mining-related supply chains. In 2014, ownership and operational responsibility for the Port were transferred from the federal Crown to the EVPC under the federal Port Divestiture Program through an Instrument of Grant. This transfer included upland industrial parcels and associated

waterlots that collectively define the Port's operational footprint are outlined in **Table 2** and **Figure 4** (TC, 2014).

Table 2: Land and Water Lot Parcels within the Footprint of the Project

Parcel No.	Exploits Marine and Logistics Inc. Registration No.	Size (ha)
Parcel 1	1131952	2.4
Parcel 2	1131952	2.4
Parcel 3	1131952	0.9
Parcel 4	1131952	2.8
Parcel 5	1131952	4.1
Water Lot	1131952	337.0

EVPC currently exercises care, custody, and control over the Port of Botwood's lands, waterlots, and marine infrastructure. These assets include historic marginal wharf areas, marine operational areas, upland laydown and marshalling areas, access roads, and supporting infrastructure that form part of the Port's industrial setting. Since divestiture, the Port has not been formally decommissioned or abandoned and continues to operate as a port facility, although marine traffic volumes have declined in recent years.

Marine operations at the Port have historically included bulk and break-bulk cargo handling, movement of industrial materials, and equipment servicing regional industries in Central Newfoundland. Marine infrastructure at the Port reflects this historic use and remains relevant to maintaining marine access and operational capability. The condition of this infrastructure reflects age-related deterioration and limited reinvestment over time, resulting in constraints on port operations (Dillon, 2025a; POB, 2026).

2.2.3 Key Characteristics of Marine Shipping at the Port of Botwood

Nature of Marine Shipping Activities

The Port has historically supported the movement of bulk, break-bulk, and industrial cargo. Common cargo types include forestry products, petroleum, chemicals, and industrial supplies. Berthing and laydown areas support multi-sectoral operations (Dillon, 2025a; Shipnext, n.d.).

Relationship to the Project

The Project is focused on rehabilitation and replacement of marine infrastructure at the former ASARCO waterfront within an established industrial port setting. Shipping activity will continue to be influenced by market demand, commercial arrangements, vessel class, cargo type, operational requirements, and applicable regulatory and navigational constraints. Final vessel accommodation parameters will be confirmed through detailed engineering and future operational planning (Dillon, 2025a).

BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

LAND AND WATER LOT PARCELS

FIGURE 4

Parcels of Interest

- Water Lot
- Parcel 1
- Parcel 2
- Parcel 3
- Parcel 4
- Parcel 5

Note: Approximate parcel boundaries displayed were georeferenced from a map figure titled "Map 1 Showing Land of Exploits Marine and Logistics Inc. Botwood Harbour" created by Landmark Surveys & Engineering Limited.



Exploits Marine and Logistics Inc. Reg. No. 1131952
EVPC Lands (Water Lot)
Approximate Area: 337.034 ha

Parcel 1
Exploits Marine and Logistics Inc. Reg. No. 1131952
EVPC Lands
Approximate Area: 2.392 ha

Parcel 2
Exploits Marine and Logistics Inc. Reg. No. 1131952
254-258 Water Street Lands
Approximate Area: 2.425 ha

Parcel 3
Exploits Marine and Logistics Inc. Reg. No. 1131952
Lower Road Lands
Approximate Area: 0.889 ha

Parcel 4
Exploits Marine and Logistics Inc. Reg. No. 1131952
216 Water Street Lands
Approximate Area: 2.834 ha

Parcel 5
Exploits Marine and Logistics Inc. Reg. No. 1131952
Lower Road Lands
Approximate Area: 4.078 ha

SCALE 1:13,000

0 125 250 500 Meters



MAP DRAWING INFORMATION:
DATA GEOREFERENCED FROM LANDMARK FIGURE "SHOWING LAND OF EXPLOITS MARINE AND LOGISTICS INC. BOTWOOD HARBOUR". BASEMAP IMAGERY FROM ESRI.

MAP CREATED BY: HF
MAP CHECKED BY: MG
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

Extent of EVPC Care, Custody and Control

EVPC is responsible for the operation and management of port infrastructure and activities within the designated Port lands, berths, and associated waterlots transferred under the federal Port Divestiture Program. EVPC's responsibilities primarily relate to the administration of port facilities, coordination of vessel berthing, and operational safety within the immediate port operating area.

Navigation safety, vessel traffic management, pilotage requirements, and marine safety functions outside of berth areas remain under federal jurisdiction. These responsibilities are administered by Transport Canada, Marine Communications and Traffic Services: Bay of Exploits (MCTS), the Canadian Coast Guard, and the Atlantic Pilotage Authority in accordance with applicable federal legislation, including the *Pilotage Act* and the *Canada Shipping Act, 2001* (GOC, 1985c; GOC, 2001). Federal authorities also retain responsibility for navigation aids and other navigation-related functions in navigable waters adjacent to the Port following the transfer of port lands and facilities to EVPC.

Accordingly, EVPC's role is limited to coordination of port operations within the established port footprint, while navigation safety and vessel movement within Botwood Harbour and surrounding navigable waters continue to be regulated and administered by the appropriate federal authorities (TC, 2014).

Third-Party Marine Logistics

Vessel operations are arranged by independent shipping companies or stevedores under commercial agreements. EVPC does not direct vessel traffic but provides and maintains safe port infrastructure (Dillon, 2025a; TC, 2014).

Non-Exclusive Access and Benefits

The Port is a shared-use facility. No aspect of the rehabilitation project privileges a single proponent. Restored infrastructure will be made available to multiple users consistent with historic and permitted use (Dillon, 2025a; TC, 2014).

Security and Compliance

Marine security requirements applicable to port facilities are administered under the Marine Transportation Security Regulations. EVPC works with Transport Canada and other relevant authorities to support compliance with applicable security requirements, including coordination related to port access, facility operations, and marine safety considerations.

Consistent with the federal port divestiture framework, regulatory functions related to navigation safety, marine security enforcement, and other federal inspection and enforcement activities remain under the jurisdiction of federal authorities following the transfer of port lands and facilities to EVPC (TC, 2014).

2.2.3.2

Maritime Traffic Strategy

The EVPC manages access to marine facilities within the Port of Botwood lands and associated waterlots in accordance with applicable federal marine safety, navigation, and environmental protection frameworks. The Port operates within lands and waterlots transferred from the Government of Canada to EVPC under the federal Port Divestiture Program, while federal authorities retain responsibility for navigation safety, marine traffic services, and related regulatory functions in navigable waters (TC, 2014).

Consistent with the transfer arrangements, federal departments and agencies continue to exercise regulatory authority over marine navigation and safety within Botwood Harbour and adjacent navigable waters. These functions include navigation and traffic control, marine safety and security oversight, Canadian inspection services, pilotage, and enforcement of applicable federal legislation.

EVPC coordinates, as appropriate, with federal authorities that have operational and regulatory responsibilities in the region, including Marine Communications and Traffic Services, the Atlantic Pilotage Authority, the Canadian Coast Guard, and Transport Canada. EVPC's operational role is focused on management of port infrastructure and activities within established berth areas and associated port waterlots. Navigation services, pilotage requirements, vessel traffic management, and broader marine safety oversight remain under federal jurisdiction and are administered by the relevant authorities.

2.2.3.3

Awareness and Regulatory Compliance

EVPC recognizes the importance of vessel operators being aware of and complying with applicable regulatory requirements while operating in and around the Port of Botwood. Marine users are required to comply with applicable federal legislation, including the *Pilotage Act*, the *Canada Shipping Act, 2001*, the *Marine Transportation Security Act*, and the *Canadian Navigable Waters Act* (GOC 1985a, GOC, 2001, GOC, 1994a, GOC, 1985a).

As part of routine port operations, EVPC may maintain or update operational guidance materials for tenants and marine users that outline port rules, safety expectations, and coordination requirements with pilotage services and Marine Communications and Traffic Services. These materials support safe operations within EVPC-managed lands and waterlots and do not replace statutory requirements administered by federal authorities.

Emergency Prevention and Response

EVPC maintains emergency prevention and response procedures appropriate for an operating industrial port. These procedures are periodically reviewed and updated, informed by applicable regulatory requirements and coordination with relevant authorities, including the Canadian Coast Guard and ECCO Canada.

Emergency planning focuses on preparedness for incidents such as vessel emergencies, spills, or other unplanned events occurring within the Port's lands and waterlots. EVPC's procedures are intended to complement, but not replace, federal emergency response frameworks and responsibilities.

2.2.3.4 Existing Infrastructure

Roadways serving the Port of Botwood support a mix of traffic associated with port operations and local community use within the Town of Botwood. Traffic includes industrial vehicles related to marine activities, goods movement, and service and maintenance vehicles accessing port facilities, as well as general commuter traffic serving the local community. Traffic volumes vary over the course of the day and week, reflecting vessel calls, cargo handling activities, and port operational schedules, while non-port traffic generally follows regular daily patterns.

Existing access routes within and adjacent to the Port have been developed and maintained to support long-standing industrial use. These routes provide connections between marine infrastructure, upland laydown and staging areas, and the local road network. The configuration and condition of existing roadways are suitable for the types of vehicles historically associated with port operations. No new road construction or permanent modification of existing access routes is proposed as part of the Project.

During construction, Project-related traffic will use established port access routes and existing public roadways within the current industrial footprint. Any temporary increases in traffic associated with construction activities are expected to be short term and managed through standard construction planning and site access controls. Traffic management measures may include scheduling of deliveries, designated access points, traffic control signage, and coordination with contractors and local authorities, as appropriate. These measures are described in the Ports Construction Traffic Management Plan and Contractor Onboarding and will be implemented, as required, prior to and during construction.

Following completion of construction, traffic patterns are expected to be consistent with existing port operations and historic use of the facility. The Project does not introduce new operational activities, changes in port use, or increases in long-term traffic volumes beyond those historically associated with the Port of Botwood.

2.2.4 Strategic Location Advantages

The Port of Botwood has served as a key regional marine facility in Central Newfoundland for more than a century, evolving in response to changing industrial, transportation, and economic needs. Originally known as Ship Cove, the area was historically used by the Beothuk and later developed as a strategic maritime location due to its sheltered deepwater conditions and proximity to forest and mineral resources (Town of Botwood, n.d.; Marshall, 1996). By the late 19th and early 20th centuries, the port supported regional commerce through sawmilling, timber export, and coastal shipping activities across the Bay of Exploits (Town of Botwood, 2026).

The Port's role expanded significantly in the early 1900s with the establishment of the Anglo-Newfoundland Development Company operations. By 1904, Botwood had become the primary marine export terminal for paper and lumber produced at the Grand Falls mill, with deepwater access enabling transatlantic shipping to Europe and North America (Hatch, 1975; Neary, 1986). Subsequent development of wharves, rail connections, and cargo-handling infrastructure firmly established the Port as a critical industrial hub.

During the mid-20th century, the Port's function further diversified with the export of base metals from the Buchans mining district. Infrastructure constructed by ASARCO including wharves, conveyors, and storage facilities supported bulk commodity handling and reinforced the Port's role as a federally administered industrial marine terminal (Government of Newfoundland and Labrador, 2014). Concurrently, Botwood gained international prominence as a transatlantic aviation base and a strategic military site during the Second World War, resulting in further federal investment in marine and shoreline infrastructure (Kerr, 2002; Town of Botwood, n.d.).

Following the decline of mining operations and the eventual closure of the Grand Falls pulp and paper mill in 2009, marine traffic at the Port declined and investment in infrastructure became limited (Corner Brook Pulp and Paper Ltd., 2010; Town of Botwood, n.d). In 2014, ownership of the Port and associated lands was transferred from the federal government to the EVPC under the Port Divestiture Program, placing responsibility for maintenance and long-term viability on the local port authority (TC, 2014).

EVPC plans to revitalize operations at the Port of Botwood as a multi-user industrial port supporting bulk cargo handling, petroleum distribution, offshore service activities, and general freight. The Port remains navigable year-round, subject to seasonal ice conditions, and operates within established federal marine safety and navigation frameworks, including oversight by Transport Canada, the Atlantic Pilotage Authority, and Marine Communications and Traffic Services (TC, 2023).

However, vessel traffic and overall port activity have declined in recent decades due in part to the reduction or closure of key regional industries, including pulp and paper operations, as well as the gradual deterioration of aging port infrastructure. Much of the existing wharf and marine infrastructure dates back several decades and is now approaching or exceeding its original design life, which has constrained the Port's ability to accommodate modern marine operations.

The purpose of the Port of Botwood Wharf Rehabilitation Project is to restore the structural integrity, safety, and functionality of existing marine infrastructure to ensure continued safe and reliable port operations. The Project is intended to address deterioration of aging wharf structures, improve operational safety, and maintain marine access consistent with the Port's historic and current use.

The Project is focused on infrastructure renewal within the Port's existing operational setting so that the Port can continue to function safely and efficiently as part of Central Newfoundland's marine transportation network.

The need for the Project arises from the condition of aging marine assets and the operational risks associated with continued deterioration. Without rehabilitation and replacement, ongoing deterioration could result in reduced load-bearing capacity, operational restrictions, increased maintenance requirements, and safety risks to port users and marine traffic.

The Project involves rehabilitation and replacement of marine infrastructure within the historic Port of Botwood footprint. The Project is intended to address the condition and functionality of marine infrastructure within a long-established industrial port setting.

Historically, the Port of Botwood supported marine traffic associated with regional industrial activity, including bulk cargo handling and shipping linked to forestry and other resource-based sectors in Central Newfoundland (Kerr, 2002; Heritage Newfoundland and Labrador, 2023). Marine traffic has varied over time in response to shifts in industrial activity, market demand, and infrastructure condition.

The Project does not establish a fixed future shipping profile or pre-authorize a specific future throughput. Any future vessel traffic or cargo activity associated with the Project would depend on future commercial use, operational requirements, berth utilization, vessel class, cargo type, and market conditions. In this context, the Project is best understood as rehabilitation and replacement of marine infrastructure within an established port setting, with future marine activity dependent on commercial use, berth utilization, vessel class, cargo type, market demand, and applicable regulatory and navigational requirements.

2.3 (3) Summary of Engagement

Engagement for the Project has been undertaken to support early planning, regulatory coordination, and information sharing, consistent with the requirements of the *Impact Assessment Act* and Schedule 1 of the *Information and Management of Time Limits Regulations* (GOC, 2019a; GOC, 2019b; GOC, 2019c).

Since early Project planning, EVPC has undertaken preliminary engagement with government agencies, Indigenous groups, municipalities, local organizations, and other potentially interested parties to introduce the Project, share available information, and identify potential issues, interests, or information needs relevant to the federal planning process. Engagement completed to date has been intended to support an early understanding of the Project, clarify the applicable regulatory context, and identify matters that may warrant further consideration through project planning, design development, and future regulatory review.

To date, engagement has focused on communicating the Project purpose, location, and scope; describing the historical port context and existing infrastructure conditions; identifying potential regulatory requirements; and receiving early feedback on matters such as marine access, navigation, fisheries, environmental effects, and the relationship between the Project and other proposed developments in the Port of Botwood area. Engagement will continue as the Project advances and as additional technical, environmental, and design information becomes available.

Engagement activities to date have been carried out in a manner proportionate to the current scope and stage of the Project, which is limited to the rehabilitation and replacement of marine infrastructure within an existing industrial port footprint. Activities have included in-person stakeholder meetings, participation in Town of Botwood Council meetings, and public information sessions, during which Project information was presented and opportunities were provided for questions, discussion, and feedback from community members and other interested parties (**Appendix C**).

Engagement undertaken to date has focused on communicating the technical scope of the Project, confirming the nature of the proposed works, and supporting early understanding of the Project as the rehabilitation of existing infrastructure rather than expansion of the Port. Activities have also supported regulatory coordination, business planning, and early engagement with key stakeholders to inform Project planning and regulatory pathways (Dillon, 2025a; EVPC, 2026).

Stakeholders engaged to date include:

- federal and provincial government departments and agencies;
- municipal governments and regional representatives;
- Indigenous communities and organizations with potential interests in the area;
- local community members and the general public;
- business and industry organizations with interests related to port operations;
- educational and training institutions;
- local associations and stakeholder groups; and
- investors, financiers, and engineering and procurement contractors involved in Project planning (EVPC, 2026).

Engagement activities have included written correspondence, meetings (virtual and in person), site visits, public information sessions, presentations, and follow-up communications. Public consultation activities have also included distribution of information materials, updates through the Port website and social media platforms, establishment of a project mailing list, and provision of a dedicated project email contact for receiving questions and comments from stakeholders and members of the public (EVPC, 2026).

During stakeholder engagement activities and public open houses, participants raised questions primarily related to the scope of the proposed works (including its relationship to the separate EVREC Green Energy Project), regulatory processes under the Impact Assessment Act, construction timelines, and potential local economic benefits. EVPC addressed these topics by clarifying the Project's limited scope within the historic port footprint and presenting conceptual design information. The key issues raised, and the responses provided, are summarized below in **Table 3**.

Table 3: Summary of Key Issues and Responses

Topic Raised	Summary of Issue	Response/ Approach
Project Scope	Participants sought clarification regarding whether the Project represented a new port development or expansion of port activities.	EVPC clarified that the Project involves rehabilitation and replacement of aging marine infrastructure within the former ASARCO waterfront area and associated previously developed port lands and waterlots. EVPC also clarified that the Project is distinct from the separate EVREC Green Energy Project and that final design, vessel accommodation parameters, and construction methods will be confirmed through detailed engineering and applicable regulatory review.
Regulatory Process	Questions were raised regarding the need for federal and provincial environmental review processes.	The Project team explained the applicability of the <i>Impact Assessment Act</i> planning phase and the purpose of the Initial Project Description submission to the Impact Assessment Agency of Canada.
Construction Activities	Attendees asked about potential construction activities and timelines associated with the rehabilitation works.	The Project team explained that construction details will be finalized during detailed design and that environmental protection measures and regulatory permits will guide construction activities.
Economic Opportunities	Community members and stakeholders expressed interest in potential employment and economic opportunities associated with port rehabilitation.	EVPC indicated that the Project may create short-term construction employment and longer-term opportunities related to port operations, contracting, and service provision within the region.

2.3.1 Future Engagement

Engagement with regulators, Indigenous communities, municipalities, stakeholders, and the public will continue throughout the planning, design, permitting, and construction phases of the Project.

Future engagement activities are expected to include:

- continued coordination meetings with federal and provincial regulators regarding permitting and regulatory requirements;
- ongoing dialogue with Indigenous communities and organizations with potential interests in the Project area;
- continued engagement with municipal governments and regional stakeholders;

- updates to stakeholders and the public through the Port of Botwood website, social media platforms, and the Project mailing list;
- additional public information sessions or targeted stakeholder meetings, as appropriate; and
- continued opportunities for stakeholders and community members to provide feedback through written correspondence and meetings.

As additional technical information becomes available, EVPC will provide updated Project information and seek feedback on matters relevant to project planning and assessment, including marine use, navigation, fish and fish habitat, construction timing, and community interests.

2.3.2 Organizations Identified for Engagement to Date

This section identifies jurisdictions and other parties that may be notified of or engaged regarding the Project during the planning phase, as of January 2026, in accordance with Schedule I of the *Information and Management of Time Limits Regulations* under the IAA (GOC, 2019a; GOC, 2019b).

Organizations identified for notification of Project include the following categories:

- Federal Authorities
 - Environment and Climate Change Canada
 - Canadian Wildlife Service
 - Impact Assessment Agency of Canada
 - Fisheries and Oceans Canada
 - Transport Canada
 - Atlantic Pilotage Authority
 - Canadian Coast Guard
 - Atlantic Canada Opportunities Agency (ACOA)
- Provincial Authorities
 - Atlantic Ports Association
 - Department of Environment and Climate Change
 - Department of Fisheries, Forestry and Agriculture
 - Department of Industry, Energy and Technology
 - Department of Municipal and Provincial Affairs
 - Service NL
- Municipalities and Local Committees
 - Town of Botwood
 - Town of Lewisporte
 - Town of Peterview
 - Town of Bishop Falls
 - Town of Gander
 - Town of Grand Falls-Windsor

- Town of Northern Arm
- Town of Leading Ticks
- Town of Point Lemington
- Town of Phillips Head
- Business and Industry Organizations
 - Local and regional businesses with interests related to port operations
 - Outfitters Association
- Media, Academic, and Industry Associations
 - Media outlets, academic institutions, and industry associations with an interest in marine infrastructure or regional development

The organizations identified above will be notified of the Project and provided with information regarding the proposed works as the project progresses. No specific concerns were identified to EVPC through engagement sessions completed to date (**Appendix C**). EVPC remains committed to ongoing collaboration and engagement with these organizations and will continue to provide opportunities for information sharing and feedback as the Project progresses through planning, regulatory review, and implementation.

In addition, in its comments arising from its review of the draft IPD, Fisheries and Oceans Canada (DFO) has recommended that the Proponent engage with the Fish, Food and Allied Workers Union (FFAW), Small Craft Harbour Authorities, and aquaculture operators near the Project. While this has not been completed to date, EVPC will engage those parties in the near future, and a summary of engagement including key issues raised will be provided to IAAC for review.

2.3.3 Engagement with Business and Industry Organizations

Throughout 2024, 2025 and 2026, EVPC has participated in a number of engagements outlining the Project and has participated in various Community Leadership presentations as well in joint public open houses on December 16, 2025 and February 23, 2026. This is summarized in the Record of Engagement, **Appendix C**.

Questions, concerns, or issues are outlined above in **Table 3**.

2.3.4 Engagement with Municipalities and Committees

In December of 2025, the EVPC distributed a notice to nearby municipalities providing these groups an overview of the Project, a conceptual graphic illustration of the anticipated completed Project, and an opportunity to learn more about the Project. Subsequently, EVPC scheduled open house specifically on the Port Rehabilitation in which the meeting was scheduled and held on February 23, 2025 (**Appendix C**).

No additional questions, concerns, or issues were provided by these organizations.

2.3.5 Engagement with Newsgroups, Magazines, Universities, and Associations

The EVPC also engaged with several newsgroups, magazines, universities, and associations to describe the works and activities associated with the Project and the potential opportunities for the Port's future growth in new economic sectors. They include:

- allNewfoundlandLabrador;
- NTV News;
- Memorial University; and
- Newfoundland and Labrador Construction Association.

No additional questions, concerns, or issues were provided by these organizations.

2.3.6 Engagement with Government

The EVPC also held meetings with federal and provincial leaders to discuss the Project and plans. Following this meeting project summaries were sent to the director of NL Department of Environment and Climate Change (NLDECC) and the IAAC Project Manager, Newfoundland and Labrador Satellite Office (**Appendix B; Appendix C**).

No specific issues or concerns were raised by government representatives during these introductory meetings, and discussions focused primarily on regulatory process clarification. The EVPC remains committed to working with any organizations that have requests for meetings, additional information, or concerns/issues related to the Project.

The EVPC is committed to working with any organizations that have requests for meetings, additional information, or concerns/issues related to the Project.

2.4 (4) Summary of Indigenous Engagement

The IAAC has established guidance describing how Indigenous peoples are involved throughout the impact assessment process for designated projects. This guidance identifies a range of engagement approaches intended to support consideration of potential impacts on Indigenous rights, facilitate the inclusion of Indigenous knowledge in decision-making, and support coordination among jurisdictions, where applicable (GOC, 2021a; GOC, 2021b).

Under the IAA, the Crown has a duty to consult Indigenous groups that may be affected by a project, including consideration of potential impacts on Indigenous rights and on the traditional use of lands and resources (GOC, 2021b; GOC, 2022a). In this context, EVPC has initiated Indigenous engagement during the planning phase of the Project to support early information sharing, relationship building, and identification of potential interests related to the Project scope, consistent with IAAC guidance documents, including:

- “Indigenous Participation in Impact Assessment” (GOC, 2021b); and
- “Collaboration with Indigenous Peoples in Impact Assessments” (GOC, 2022a).

EVPC, in coordination with Exploits Marine & Logistics (EML), has initiated early engagement with Qalipu First Nation in relation to the proposed rehabilitation of existing wharf infrastructure at the Port of Botwood. This coordinated approach reflects the working relationship between EVPC and EML in relation to port planning, operations, and the future use of the rehabilitated infrastructure. The purpose of this early engagement is to share information on the Project, understand community interests and perspectives, identify potential issues that may warrant further consideration as planning progresses, and discuss opportunities for Indigenous participation in Project-related planning and economic activity.

At this stage, Qalipu First Nation has been identified for early engagement based on the Project’s location in central Newfoundland and the potential for interests related to marine use, environmental protection, port activity, and regional economic opportunities. As the Planning Phase progresses, the identification of Indigenous groups and the scope of engagement may be further refined based on information provided by the Impact Assessment Agency of Canada, engagement feedback, and continued review of the Project’s potential interactions with Indigenous communities and rights holders.

To date, the most developed Indigenous engagement related to the Project has been with Qalipu First Nation (**Appendix B**). An introductory meeting was held with Qalipu First Nation’s Director of Operations in Grand Falls-Windsor on February 16, 2026, followed by a further meeting on March 19, 2026, with a letter of support for the Project received following that meeting (**Appendix C**). The March meeting marked the beginning of planned bi-weekly discussions between the parties. These early discussions were intended to establish communication channels, introduce the Project, and identify matters that may benefit from continued dialogue as planning evolves. Engagement undertaken to date has involved participation from members of the Proponent team in order to support consistent communication regarding the Project, its purpose, and its role within the broader port context.

Early discussions with Qalipu First Nation have focused on the proposed rehabilitation of existing wharf infrastructure at the Port of Botwood and the Project’s role in supporting continued marine use and port function. Discussions have also included Indigenous participation in procurement, employment, and other Project-related opportunities; environmental stewardship; and the importance of maintaining ongoing dialogue as planning advances.

Based on engagement undertaken to date, several themes have emerged from discussions with Qalipu First Nation that are relevant to the Project. These include:

- continued dialogue regarding marine and port-related activity;
- environmental protection and stewardship;
- Indigenous participation in procurement, employment, and other Project-related opportunities; and
- longer-term partnership interests.

At this stage, the engagement record is preliminary and primarily relationship-based; however, it has helped identify areas of interest that may inform future discussions as the Project advances through planning and regulatory review.

EVPC and EML propose to continue Indigenous engagement through a phased approach that reflects the current stage of Project planning and allows engagement activities to evolve alongside design development and regulatory review. This phased approach is expected to include:

- Current phase: early relationship building, information sharing, and identification of community interests, questions, and potential concerns related to the Project;
- Project planning and design phase: more focused discussions on topics such as marine use of the harbour, construction-related disturbance, environmental protection measures, fish and fish habitat considerations, procurement and employment interests, and any community-specific considerations associated with construction, operation, and future use of the rehabilitated infrastructure; and
- Later phases, should the Project proceed: ongoing communication during regulatory review, construction planning, and implementation of relevant mitigation, monitoring, or participation measures.

In the near term, this phased approach is expected to include continued discussions with Qalipu First Nation and the sharing of Project information as the design, schedule, and regulatory pathway are further refined. The Proponent team intends to use these discussions to better understand the matters of greatest interest to Qalipu First Nation and to help inform how future engagement activities are structured.

As engagement continues, the EVPC and EML intend to document the engagement activities undertaken, the methods used, the issues and interests raised, and how that information is considered in Project planning and future submissions. Where Qalipu First Nation identifies an interest in providing Indigenous Knowledge or discussing potential Project interactions relevant to Indigenous communities and rights holders, the Proponent team would seek to continue those discussions in a manner that respects community preferences and applicable protocols. Proponent-led engagement is intended to inform Project planning and support the federal Planning Phase and does not replace Crown consultation responsibilities.

Overall, the Indigenous engagement approach for the Project is being advanced by the Proponent team to support early dialogue, improve understanding of Indigenous interests and potential Project interactions, and provide a basis for continued engagement as the Project moves through the federal Planning Phase.

2.4.1 Indigenous Engagement Approach

The EVPC and EML Indigenous engagement approach is intended to support early, respectful, and ongoing dialogue with Indigenous communities and rights holders whose interests or activities may be relevant to the Project. For the purposes of early Project planning, this approach is focused on sharing available information about the proposed rehabilitation of existing wharf infrastructure at the Port of Botwood, providing opportunities for questions and feedback, and helping identify matters that may warrant further consideration as planning and regulatory review progress.

The approach to identifying Indigenous communities for engagement has considered a range of factors, including the Project location, publicly available information regarding Indigenous interests in the region, historical and contemporary use of the broader area, and available federal and provincial guidance relevant to the Planning Phase. The identification of Indigenous communities and rights holders may continue to be refined as engagement proceeds and as additional information becomes available through the federal planning process.

At this stage, the Indigenous engagement approach is intended to inform ongoing dialogue regarding potential Project interactions associated with wharf rehabilitation and continued port function. Topics for discussion may include marine use, harbour access, navigation, fisheries resources, environmental protection, and other land and water uses that may be relevant to Indigenous communities and rights holders. This approach is also intended to support the phased development of future engagement activities as Project planning advances.

2.4.2 Indigenous Communities Identified

This section identifies Indigenous communities that may have potential interests related to the Project location and summarizes engagement activities undertaken to date, as of February 2026 (**Figure 5**). Based on the geographic location of the Project within Central Newfoundland and available information regarding Indigenous communities on the island of Newfoundland, the following Indigenous communities and organizations have been identified.

Qalipu First Nation

Qalipu First Nation is a Mi'kmaq First Nation located on the island of Newfoundland. Because the Nation is organized as a landless band under the *Indian Act* (meaning it does not administer specific reverse lands), its membership is distributed across through nine electoral wards: Flat Bay, St. George's, Stephenville, Port au Port, Benoit's Cove, Corner Brook, Exploits, Glenwood, and Gander Bay (GOC, 2011). Several of these wards are located in Central Newfoundland, including the Exploits and Glenwood wards, which are situated within the broader region surrounding the Project Area.

Miawpukek First Nation

Miawpukek First Nation is a Mi'kmaq First Nation located at Conne River on the south coast of Newfoundland. The Miawpukek First Nation reserve comprises approximately 28.38 km². The community of Conne River is located approximately 230 km by road from the Town of Botwood, where the Project is located (**Figure 5**).

Identification of Indigenous communities will continue to be reviewed and refined as the Project advances and engagement progresses, in coordination with guidance provided by the IAAC and applicable consultation processes (GOC, 2021a; IAAC, 2023b).

No specific Project-related concerns have been formally identified to EVPC or EML through Indigenous engagement completed to date. However, EVPC recognizes that the absence of detailed comments at this early stage does not preclude the potential for Indigenous interests or concerns to be identified as additional information becomes available. EVPC and EML will continue to provide Project information, invite feedback, and seek to understand any concerns, knowledge, or interests that may be relevant to project planning, assessment, mitigation, and future regulatory review.

2.4.2.2 Indigenous Community Context

Two Indigenous communities on the Island of Newfoundland have been identified as having potential interests in the Project area based on geographic proximity, regional presence, and federal Indigenous community listings:

- Qalipu First Nation; and
- Miawpukek First Nation.

Qalipu First Nation

Qalipu First Nation is a Mi'kmaq band established under the *Indian Act* in 2011 following a recognition process led by the Federation of Newfoundland Indians and the Government of Canada. Qalipu represents Mi'kmaq people residing in communities throughout the island of Newfoundland (GOC, 2023).

Unlike most First Nations, Qalipu First Nation is designated as a landless band, meaning it does not administer reserve lands. Membership is distributed across numerous communities throughout Newfoundland. Qalipu First Nation currently includes 67 Mi'kmaq communities organized across nine electoral wards, with governance provided by an elected Chief and Council supported by Ward Councillors and two Vice-Chiefs representing western and central Newfoundland (Qalipu First Nation, 2016).

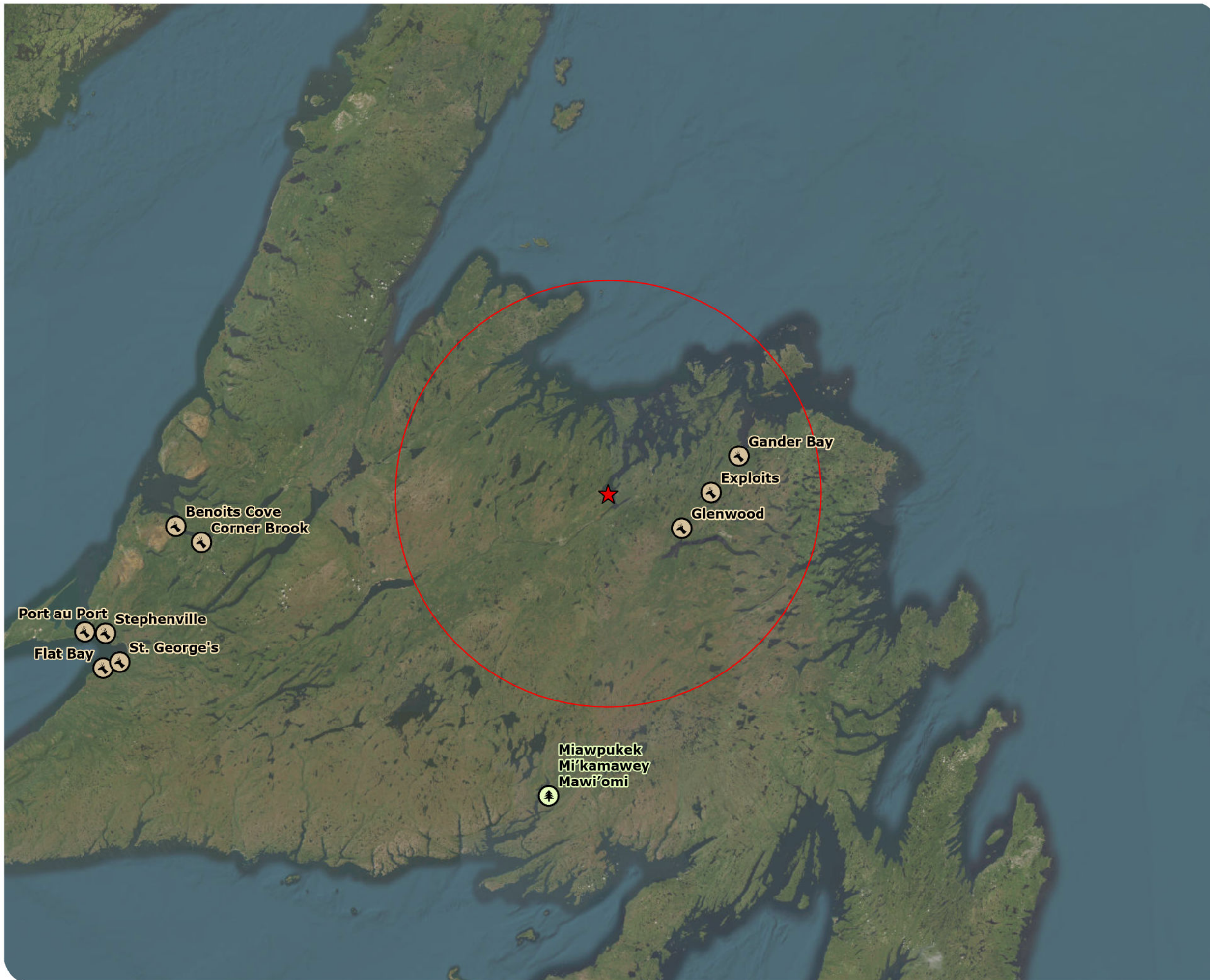
BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

PROJECT LOCATION AND INDIGENOUS COMMUNITIES

FIGURE 5

- ★ Project Location
- 👤 Approximate Location of Qalipu Mi'kmaq First Nation Ward
- 🌲 Miawpukek Mi'kamawey Mawi'omi First Nation
- 📏 100 Km Buffer from Project Location



SCALE 1:1,750,000

0 12.5 25 50 Kilometers



MAP DRAWING INFORMATION:
DATA PROVIDED BY DILLON CONSULTING, QALIPU MI'KMAQ FIRST NATION, MIAWPUKEK MI'KAMAWEY MAWI'OMI FIRST NATION, AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: MG
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

The Nation maintains administrative offices in Corner Brook (central office) as well as regional satellite offices in Gander, Glenwood, Grand Falls-Windsor, St. George's, and Stephenville to support service delivery across the island (Qalipu First Nation, 2016).

Programs and services delivered by Qalipu First Nation include education and training programs, employment and skills development initiatives, health benefits, environmental stewardship activities, culture and heritage programs, and community economic development initiatives.

Economic development and business operations are managed through Qalipu Holdings Limited Partnership (QHLP), an arm's-length corporate entity established by Qalipu's Chief and Council to manage investments and pursue economic development opportunities on behalf of the Nation (Qalipu First Nation, n.d.).

Miawpukek First Nation

Miawpukek First Nation (MFN) is a Mi'kmaq First Nation located at the mouth of the Conne River on the south coast of Newfoundland and Labrador. The community of Conne River was formally established as a reserve in 1987 under the *Indian Act* and functions as a year-round residential community. The community is approximately 224 km from the nearest regional service centre of Gander, Newfoundland and Labrador, and is accessible by road, air, and marine transportation routes (Miawpukek First Nation Government, 2023).

As of April 2023, the registered band membership of Miawpukek First Nation was approximately 3,100 members, including approximately 835 members living on-reserve and 2,263 members living off-reserve (GOC, 2023a).

Miawpukek First Nation is governed by an elected Chief and Council and provides programs and services to community members including education, health services, community infrastructure, cultural programs, and economic development initiatives.

Indigenous Interests in the Project Area

The Project is located at the Port of Botwood in Central Newfoundland within an established industrial port that has supported marine and industrial activities for more than a century. Based on publicly available information and engagement undertaken to date, neither Miawpukek First Nation nor Qalipu First Nation has identified specific land claims or traditional land use activities within the Local Assessment Area (LAA), which is approximately 0.5 km radius around the Project Development Area (PDA).

Available demographic information from the 2021 Census of Canada indicates that the Town of Botwood and surrounding area includes a small Indigenous population, with approximately 100 residents identifying as Indigenous, including 65 identifying as First Nations and approximately 80 individuals identifying as having Registered or Treaty status (Statistics Canada, 2021).

Engagement with Indigenous communities will continue as part of the planning phase of the IAA process. The EVPC will continue to provide information regarding the Project and will seek to understand and consider any potential interests, concerns, or traditional knowledge that may be identified through engagement activities (IAAC, 2023b).

2.5 (5) Regional and Strategic Assessments

Regional assessments and strategic assessments near the Project area that have informed this IPD are identified in this section.

2.5.1 Regional Assessments

At the time of preparation of this IPD, no regional assessments conducted under sections 92 or 93 of the IAA have been identified as being specific to the Bay of Exploits, Central Newfoundland, or the Port of Botwood.

Several broader regional and sector-based assessments conducted in Newfoundland and Labrador are publicly available and provide general contextual information on marine environments, cumulative effects, and Indigenous and stakeholder values. Where relevant, these assessments may inform understanding of the broader Project setting but do not apply directly to the Project.

Publicly available assessments of potential contextual relevance include:

- Regional Assessment of Offshore Wind Development in Newfoundland and Labrador, conducted by the IAAC (IAAC, 2025).
 - This assessment provides province-wide information on Indigenous and non-Indigenous values, marine environmental sensitivities, and cumulative effects considerations; and
 - While focused on offshore environments, the assessment provides general context relevant to marine planning and development in Newfoundland and Labrador.
- Regional Assessment of Offshore Oil and Gas Exploratory Drilling East of Newfoundland and Labrador, conducted by the IAAC (IAAC, 2020):
 - This assessment addresses marine environmental components such as commercial fisheries, marine birds, marine fish and fish habitat, cumulative effects, accident and malfunction risks, and climate change; and
 - Although geographically focused offshore, the assessment provides broader provincial context related to marine systems and stakeholder interests (IAAC, 2020).

- Cumulative Effects of Marine Shipping Initiative (Atlantic Region), undertaken by Transport Canada (TC, 2020):
 - This initiative examines cumulative environmental and community effects associated with marine shipping activities in Atlantic Canada; and
 - While no pilot area has been designated for the Bay of Exploits, the work provides general information on shipping-related effects, mitigation approaches, and best practices applicable to established ports.

These assessments are informational in nature and do not establish project-specific requirements for the Project. Given the Project's limited scope, its confinement to a long-established industrial port footprint, and its focus on rehabilitation of existing infrastructure, no regional assessment has been identified that would directly govern or constrain the Project. Relevant insights from broader regional or sector-based studies may be considered, as appropriate, during detailed design, permitting, and construction planning (IAAC, 2023b).

2.6 (6) Strategic Assessments

Under the *IAA*, strategic assessments may be undertaken to address broad issues relevant to the conduct of impact assessments, including climate change, as set out under Section 95 of the *IAA* (GOC, 2019b). These assessments provide guidance on how federal policies, plans, programs, or cross-cutting issues should be considered in impact assessments of designated projects.

Environment and Climate Change Canada (ECCC) have developed the Strategic Assessment of Climate Change (SACC) under Section 95 of the *IAA* to provide direction on how climate change considerations should be incorporated into federal impact assessments. The SACC is supported by two technical guidance documents:

- Technical Guide related to the Strategic Assessment of Climate Change: Guidance on Quantification of Net Greenhouse Gas (GHG) Emissions, Impact on Carbon Sinks, Mitigation Measures, Net-Zero Plan and Upstream GHG Assessment, which provides direction on the quantification and management of project-related GHG emissions (GOC, 2022b); and
- Technical Guide related to the Strategic Assessment of Climate Change: Assessing Climate Change Resilience, which provides guidance on identifying climate-related risks and evaluating how projects may be affected by both current and future climate conditions (GOC, 2022c).

At this stage of Project development, detailed quantification of net GHG emissions consistent with the SACC has not yet been completed, as the Project remains in the preliminary design phase. EVPC has undertaken an initial review of potential GHG sources associated with both construction and operation of the Project, as summarized in **Section 6.7**. Additional evaluation of GHG emissions, including potential mitigation measures and consideration of climate resilience, will be refined as Project design advances and as required to support applicable federal guidance and regulatory review processes.

EVPC is committed to implementing the Project in a manner that reduces and manages potential GHG emissions throughout the life of the Project. Opportunities to improve energy efficiency and reduce emissions will be considered as part of detailed design and operational planning, consistent with broader environmental management objectives and evolving best practices related to climate change mitigation and resilience.

2.6.1 Provincial Assessments

EVPC's Wharf Rehabilitation Project, the rehabilitation of the former Irving jetty, and the Exploits Valley Renewable Energy Corporation (EVREC) Green Energy Project are separate undertakings advanced by different proponents (EVPC and EVREC) and subject to separate regulatory processes. For the purposes of this IPD, EVPC's Project is limited to the proposed marine infrastructure works at the former ASARCO wharf site and the potential environmental, social, and economic interactions associated with those works. As noted previously, neither the rehabilitation of the former ASARCO wharf or the former Irving jetty are considered undertakings under the NL *Environmental Assessment Regulation*; thus, provincial environmental assessments are not required for either project.

Infrastructure and activities associated with EVREC's hydrogen and ammonia production, transfer, storage, and export systems, including any related shipping and product transport infrastructure, are being addressed through EVREC's separate provincial environmental assessment process (Registration No. 2327) (EVREC, 2024; DECC, 2025). These components are therefore not part of EVPC's Project as described in this IPD.

Where relevant, this IPD identifies potential interaction pathways between the two undertakings, including marine navigation, marine traffic, fish and fish habitat, accidents and malfunctions, and cumulative or indirect effects. This is intended to clarify the scope of EVPC's proposed Project, distinguish it from the EVREC undertaking, and identify areas where the projects may overlap in environmental setting or effects pathways, without suggesting that they constitute a single project or undertaking (Adams, 2026; EVREC, 2024; DECC, 2025).

Part B: Project Information

In accordance with Schedule I of the *Information and Management of Time Limits Regulations* made under the *IAA*, the following Project information is provided (GOC, 2019a; GOC, 2019b; GOC, 2019c):

- (7) Purpose of and Need for the Project:
 - Purpose of the Project;
 - What the project is intended to achieve;
 - Proponent's objectives in undertaking the project;
 - Desired outcomes and benefits;
 - Need for the Project;
 - The problem, opportunity, or demand the project is intended to address;
 - Rationale and justification for why the project is required;
 - Context for Assessment;
 - Framed from the proponent's perspective; and
 - Establishes the foundation for considering alternatives and alternative means.
- (8) Project Description Under the *Physical Activities Regulations*:
 - Identification of applicable Schedule items under the *Physical Activities Regulations*. The Project was reviewed against the *Physical Activities Regulations* (the Project List), and it is a designated project.
- (9) Project Components and Activities:
 - Construction, operation, decommissioning, and abandonment;
 - Permanent and temporary structures; and
 - Associated and supporting works.
- (10) Production Capacity and Processes.
- (11) Project Schedule.
- (12) Alternatives and Alternative Means:
 - Alternative Means;
 - Technically and economically feasible ways to carry out the project;
 - Consideration of best available technologies;
 - Alternative locations, designs, methods, or technologies; and
 - Alternatives to the Project

Additional detail supporting the planning-phase information summarized above is provided in the following sections of this IPD.

3.1 (7) Purpose and Need for the Project

The EVPC owns and operates the Port of Botwood, an established industrial port located on the north shore of the Bay of Exploits in Central Newfoundland. The Port has historically supported bulk and break-bulk cargo handling, marine-based logistics, and industrial activities associated with forestry, mining, fuel distribution, and regional supply chains. Marine access at the Port is enabled by sheltered waters, established berth locations, and year-round operability, which together have supported its long-standing role in regional marine transportation (Dillon, 2025a; POB, 2026).

3.1.1 Need for the Project

The need for the Project arises from the potential economic growth within the region and the condition and age of existing marine infrastructure at the Port of Botwood. Much of the wharf and berth infrastructure was constructed decades ago and has experienced progressive structural deterioration due to age, exposure to marine conditions, and long-term use. This deterioration has resulted in operational constraints, increased maintenance requirements, and growing safety concerns for vessels, port users, and personnel.

Without rehabilitation, continued degradation of the wharf infrastructure would increase the risk of restricted operations and loss of safe marine access altogether. Such outcomes would compromise the continued use of the Port as a functional marine facility and reduce its ability to support existing industrial and logistical activities in Central Newfoundland.

The need for the Project is driven by the potential of economic growth and to address the infrastructure condition and safety considerations, not by increased capacity over historical levels, new marine uses, or expansion of port operations.

3.1.2 Purpose of the Project

The purpose of the Project is to rehabilitate and replace the former ASARCO wharf in order to restore safe, reliable, and functional marine access within the Port's existing operational footprint.

Specifically, the Project is intended to:

- Restore structural capacity of aging wharf components;
- Improve safety for marine vessels, port users, and workers;
- Establish economic prosperity within the area;
- Maintain continued operability of the Port for existing and historically supported uses; and
- Extend the service life of port infrastructure through targeted rehabilitation.

The Project is focused on addressing structural condition, operational safety, and marine access within previously developed port lands and waterlots. Final vessel accommodation parameters and operational considerations will be confirmed through detailed engineering and applicable regulatory review.

3.1.2.1 Project Scope and Limitations

Port lands and waterlots include historic marine infrastructure areas, upland laydown areas, access roads, and supporting utilities transferred to EVPC under the federal Port Divestiture Program (TC, 2014). EVPC's mandate is to act as steward of these assets, ensuring their safe operation and long-term viability for marine use consistent with historical patterns of activity (Dillon, 2025a).

The Project includes:

- Rehabilitation of deteriorated wharf structures; and
- Limited upland improvements to support circulation, staging, and safe operations.

The Project does not include:

- Expansion of the port footprint;
- New activities outside the existing waterlot;
- Capital dredging to accommodate larger vessels; or
- Pre-authorize future tenant-specific operations, cargo programs, or operating scenarios, which would be subject to separate commercial planning and applicable regulatory requirements.

Any future industrial or tenant-specific activities would be subject to separate regulatory review and approvals in accordance with applicable federal and provincial legislation.

3.2 (8) Provisions in the *Physical Activities Regulations*

The Project is a designated project under Item 53 of the *Physical Activities Regulations*, which applies to the expansion of an existing marine terminal designed to handle ships larger than 25,000 DWT (GOC, 2019b). On March 4, 2026, the Impact Assessment Agency of Canada (IAAC) informed the Exploits Valley Port Corporation (EVPC) that the Project meets the description of a designated project under Item 53 of the *Physical Activities Regulations*. Therefore, this Initial Project Description (IPD) is being submitted to commence the planning phase of the impact assessment process. At the conclusion of the planning phase, IAAC will determine under Section 16 of the IAA if an impact assessment is required for the Project.

From EVPC's planning perspective, the proposed works are intended to rehabilitate and replace deteriorated marine infrastructure within the footprint of a historically developed industrial port in order to support safe marine access and port operations. However, EVPC recognizes that the federal regulatory question under the *Impact Assessment Act* is distinct from the Project's planning characterization.

EVPC understands that, although marine infrastructure historically existed at the site, IAAC has indicated that the existing structures are no longer capable of supporting vessel berthing. On that basis, IAAC has advised that the proposed construction of replacement berth infrastructure designed to accommodate vessels of 25,000 DWT or greater meets the description of a designated project under Item 53 of the *Physical Activities Regulations*.

Project activities are organized into two coordinated groups of work, implemented to support constructability, safety, and efficient sequencing of marine and upland infrastructure rehabilitation.

Marine Infrastructure Rehabilitation

The primary Project activities involve rehabilitation and replacement of marine infrastructure that has reached the end of its service life. These activities include:

- rehabilitation and replacement of marginal wharf infrastructure within historically developed shoreline areas;
- installation or upgrades to mooring, fendering, lighting, and marine safety infrastructure; and
- limited infilling and shoreline stabilization, where required, for structural integrity and safety, confined to areas of historic disturbance.

Where required, localized seabed preparation and foundation works will be undertaken to support replacement structures. The Project does not include capital dredging. The current concept is focused on marine infrastructure works within an established port setting, with final berth design and operational parameters to be confirmed through detailed engineering and future operational planning.

Upland and Supporting Works

Supporting upland works are limited to improvements within existing disturbed port lands and may include circulation upgrades, laydown and staging area improvements, and utility servicing required to support safe marine operations. No new buildings, warehouses, fabrication halls, or industrial facilities are proposed as part of this Project. Any future land-based development would be subject to separate project definition and regulatory review and is not contemplated under this IPD.

Federal Impact Assessment Context

For the purposes of the *IAA*, the Project has been described as the rehabilitation of marine terminal infrastructure at the Port of Botwood. The Project is intended to restore safe and functional marine infrastructure within a long-established industrial port footprint that has supported marine and industrial activities for more than a century.

The proposed works involve rehabilitation and replacement of marine infrastructure within previously developed port lands and waterlots at the former ASARCO waterfront. Project activities are confined to historically disturbed areas and do not include capital dredging, expansion of the overall port footprint, or the introduction of new cargo types or port functions. The intent of the Project is to restore operational functionality to aging infrastructure or alter the established role of the Port of Botwood within the regional marine transportation network.

Accordingly, this IPD has been prepared to provide *IAAC* with information regarding the Project scope, location, potential environmental and socio-economic interactions, and engagement activities undertaken to date. The planning phase of the *IAA* process will enable *IAAC*, federal authorities, Indigenous communities, and other stakeholders to determine, under Section 16 of the *IAA*, whether a federal impact assessment is required and to identify any additional information requirements for subsequent phases of review (*IAAC*, 2023a).

Any future proposal that would involve activities outside the scope of the current Project, including materially different marine infrastructure, vessel accommodation parameters, cargo uses, land-based industrial development, or operational capacity, may be subject to separate project definition and regulatory consideration under the *IAA*.

3.3

(9) Description of Project Components and Activities

The project area is located in the former footprint of the ASARCO wharf. Following the site's divestiture in 2014, all above-surface infrastructure was decommissioned and removed. Current infrastructure within the Project area is now limited to surviving sub-surface remnants, specifically significant historic cribbing located below the water line (**Figure 6**). While the proposed project rehabilitates the historic port zoning and usage, the new marginal wharf structure will require a physical footprint that exceeds the dimensions of these submerged remnants, however removal of existing infrastructure is not anticipated.



Depth indicates the depth of the ROV

Figure 6: Photos of Existing Subsurface Infrastructure

The Project is focused on addressing the condition, safety, and functionality of port infrastructure at the former ASARCO waterfront. This includes rehabilitation and replacement of marine infrastructure within the Port's historic industrial setting to support marine access and port operations consistent with historical use.

All components are located within lands and waterlots transferred to the EVPC under the federal Port Divestiture Program; as such, the Project reflects a continuity of long-standing marine industrial use and is driven by asset integrity requirements rather than capacity expansion. To maintain this historic context, the Project does not intend to develop past the historic bounds, instead the Project focuses on the rehabilitation remains consistent with existing operations while reducing risks associated with new terminal infrastructure interpretation.

Marine Infrastructure Components

Marginal Wharf Rehabilitation (Former ASARCO Waterfront):

The proposed works involve rehabilitation and replacement of marine infrastructure within previously developed port lands and waterlots at the former ASARCO waterfront. Project activities are located in historically disturbed areas and do not include capital dredging. The intent of the Project is to address deteriorated marine infrastructure and support marine operations within the Port of Botwood's established industrial setting.

Any future proposal that would involve activities outside the scope of the current Project, including materially different marine infrastructure, vessel accommodation parameters, cargo uses, land-based industrial development, or operational capacity, would be subject to separate project definition and regulatory consideration, as applicable.

Marine Rehabilitation Works:

Additional marine works include removal or stabilization of deteriorated structures, upgrades to mooring hardware, fendering systems, ladders, and safety features, and installation of modern lighting and navigation aids. No capital dredging, sediment disposal, or alteration of navigable channels is included.

Upland Works

Upland components are limited to previously disturbed industrial lands and are intended to support safe and efficient marine operations. Activities include upgrades to an existing access road, resurfacing of laydown and marshalling areas, localized drainage and stormwater improvements, and upgrades to lighting, electrical, and communication infrastructure. No new buildings, fabrication halls, or land-use changes are proposed as part of this Project. As the Port of Botwood is no longer serviced by active rail transportation, the Project does not include any works, undertakings, or activities related to the use, construction, or upgrading of rail access or rail infrastructure. Existing access routes within and adjacent

to the Port will be utilized, and no new road construction or permanent modification of existing access routes is proposed.

To support these improvements, particularly the localized drainage and the integration of upland areas with the new marine infrastructure, certain upland works, undertakings, and activities will occur in the water and within the intertidal zone, including work below the marine high-water mark.

Construction Activities

Construction activities will be implemented in phases to support safety and constructability and may include:

- site preparation and enabling works within existing port lands and waterlots;
- possible installation of pile-supported marine structures;
- limited infilling and shoreline stabilization in historically modified areas;
- rehabilitation of existing marine and upland infrastructure; and
- site grading, reinstatement, and demobilization.

Certain activities may occur concurrently where practical, provided they remain within the defined Project scope and footprint.

The Project explicitly excludes:

- expansion beyond historic wharf footprints;
- materially different marine infrastructure or operational configurations outside the scope of the current proposed Project;
- Capital dredging or sediment disposal;
- increases in vessel size classes or operational intensity;
- new industrial facilities or land-use changes; and
- any future infrastructure beyond Phase 2, which would require separate project definition and regulatory review.

Construction Methods and Materials

Construction activities will include installation of new marine structural components within the previously developed shoreline area/ historic ASARCO waterfront footprint. Preliminary design assumptions include the installation of steel or concrete piles to support a marginal wharf structure, placement of structural decking elements, and installation of marine safety infrastructure such as fenders, bollards, and lighting systems.

At the current conceptual design stage, the number of piles, total footprint area of the replacement structure, and quantities of construction materials have not been finalized. These parameters will be confirmed during detailed engineering design and will be provided to regulators during permitting and impact assessment processes, as applicable.

Should advanced engineering design and construction planning necessitate temporary surface water withdrawal or point-source wastewater discharge (such as for mobile concrete batching plants or workstations), EVPC commits to submitting detailed information regarding freshwater withdrawal and wastewater discharge to Fisheries and Oceans Canada (DFO) and the provincial Forestry, Agriculture and Lands Division for review, once those details become available.

Construction activities will occur primarily from marine-based equipment and temporary work platforms to minimize disturbance to adjacent marine habitat.

3.3.1.2 Procurement and Design-Build

The Project will be delivered through an integrated Early Contractor Involvement (ECI) procurement model that transitions into a Design-Build/EPC contracting structure. During the ECI phase, the Owner and Contractor collaborate to develop the Front-End Engineering Design (FEED), refine design criteria, undertake required investigations, and progressively build an open-book Class 2 cost estimate and execution schedule. This collaborative process includes transparent cost development, joint risk and opportunity reviews, vendor engagement, and constructability input to ensure technical and commercial alignment prior to contract award. Upon completion of the ECI stage, the Contractor submits a comprehensive EPC Proposal including the Contract Price, schedule, and technical solution based on a hybrid Design-Build model that combines fixed-price elements with target-cost components for market-volatile scopes. If approved, the parties enter a fully integrated EPC Contract, under which the Contractor assumes responsibility for engineering, procurement, and construction of the Port Marine Structures, with clear interfaces, performance obligations, and risk allocation defined through the ECI term sheet and development process.

3.3.1.3 Construction

Construction of the Port of Botwood Wharf Rehabilitation Project will involve a series of coordinated marine and upland activities focused on the rehabilitation of existing port infrastructure within the historic operational footprint of the Port. Construction methods and sequencing will be refined during detailed design and contractor planning; however, the general construction components are described below.

Overview of Construction Components

Construction of the wharf structures will rely heavily on marine based equipment and specialized floating plant to safely and efficiently execute work in the waterfront environment. Large crane barges, work floats, and tugboats will be mobilized to support pile driving, material handling, and installation of

structural components where land-based access is limited or not feasible. Barges will serve as primary platforms for lifting operations, sheet pile installation, tubular pile driving, and concrete placement using marine pumps. Support vessels will transport materials, crews, and small equipment to and from the work fronts, ensuring continuous operations regardless of tidal conditions. This marine based construction approach allows the project team to minimize shoreline disturbance, maintain navigational safety, and optimize productivity while adhering to environmental protection measures.

Construction activities are anticipated to include:

- Removal, stabilization, or isolation of deteriorated wharf and berth elements where required for safety;
- Installation of replacement marine structures, including pile-supported wharf elements, within the footprint of former industrial marine infrastructure;
- Localized seabed preparation or foundation works, where required, to support replacement structures;
- Site Preparation and Mobilization: Mobilize equipment, establish temporary works, conduct surveys, and install environmental protections;
- Rockfill Placement: Place and grade rockfill to establish stable embankments and support structures;
- Sheet Pile Installation: Install AZ52-700 sheet piles and tie-back anchors to form the wharf retaining wall;
- Tubular Pile Installation: Drive 406 mm, 610 mm, and 762 mm steel piles to support decks and heavy lift areas;
- Concrete Works: Construct concrete decks, pile caps, cope walls, and in-pile concrete;
- Wharf and Pier Outfitting: Install bollards, fenders, wheel guards, ladders, and electrical systems;
- Final Grading and Commissioning: Perform grading, inspections, and remove temporary works;
- Installation of new mooring hardware, fender systems, ladders, safety railings, and lighting;
- Limited shoreline stabilization and infilling confined to previously disturbed areas, where required for structural integrity;
- Upgrades to existing upland surfaces, access routes, and laydown areas; and
- Site grading, finishing, and reinstatement following completion of marine works.

Marine Structure Rehabilitation

Marine construction activities will focus on rehabilitation and replacement of marine infrastructure at the former ASARCO waterfront. These seabed conditions have supported marine infrastructure for decades and are suitable for the proposed marine works. Replacement structures are anticipated to be pile-supported systems within the previously developed ASARCO waterfront area, while minimizing new seabed disturbance. Works may include installation of steel or concrete piles, deck systems, and associated structural elements.

Where feasible, existing structural components will be retained or stabilized to reduce disturbance. Construction will be staged to maintain safety and allow continued port operations.

Seabed Preparation and Foundation Works

Localized seabed preparation may be required to support replacement marine structures. These activities are expected to be limited in extent and confined to areas of historic disturbance beneath existing or former wharf footprints. Large-scale dredging or alteration of navigation channels is not proposed.

Methods for seabed preparation and foundation works will be determined by the contractor and reviewed to confirm compliance with applicable environmental requirements and permits. Activities will specifically involve the localized removal of unsuitable material immediately beneath foundation locations using mechanical excavation (e.g., clamshell bucket), mechanical scouring to level the foundation footprint, the placement of bedding material to achieve required bearing capacity, and drilling for the installation of pilings. These works will not include side-casting of excavated materials. While no capital dredging is proposed for the Project, limited maintenance dredging may be required to maintain safe vessel draft. Based on past port experience, maintenance dredging is anticipated to be infrequent. Potential effects to fish and fish habitat from Project-related maintenance dredging, piling drilling, and seabed preparation, such as temporary sediment resuspension, will be managed through existing legislative mechanisms, standard mitigation measures, and will adhere to all Permit conditions.

Installation of Marine Structures

Following completion of foundation works, replacement marine structures will be installed using marine-based and/or land-based equipment, depending on contractor methodology. Installation may proceed in stages, with certain activities occurring concurrently where safe and technically feasible.

Marine construction will be carried out in accordance with approved environmental protection measures, including timing considerations, sediment control practices, and marine safety protocols.

Upland Works and Site Finishing

Upland works will be limited to previously developed port lands and may include resurfacing of existing access routes, improvements to laydown and staging areas, drainage adjustments if needed, and installation of utilities required to support marine operations. Final grading and finishing will be undertaken to integrate rehabilitated marine infrastructure with existing port facilities.

Construction Management and Coordination

Construction activities will be planned and implemented in coordination with relevant regulatory authorities and marine stakeholders, as appropriate. Final construction methods, sequencing, and environmental protection measures will be confirmed through detailed design and permitting processes prior to the commencement of works.

Further details on construction sequencing, environmental protection measures, and mitigation strategies are provided in subsequent sections of this IPD.

Fill Requirements

The proposed marine infrastructure works require substantial engineered fill volumes to establish stable foundations for the marginal wharf and associated structural elements. These fill materials form the essential base geometry for load-bearing components, create working platforms for pile installation, and provide long term shoreline and seabed stability in accordance with marine construction best practices. Based on the preliminary Class D cost estimates, the project will incorporate significant quantities of rockfill, select granular materials, and armour stone structures to achieve the required embankment profiles, scour protection, and structural support conditions. The following section outlines the detailed fill quantities needed to deliver the project's marine works as currently defined.

Fill quantities are outlined below:

- Marginal Wharf:
 - Rockfill: 38,500 m³
 - Class A: 1,150 m³
 - Class B: 2,400 m³
 - Armour Stone: 1,000 m³
 - Subtotal: 43,050 m³

All fill materials required for the construction of the marginal wharf will be sourced exclusively from an approved and certified quarry to ensure compliance with project specifications, environmental regulations, and material quality standards. The selected quarry will be required to demonstrate suitable production capacity, proven material consistency, and adherence to applicable provincial permitting and oversight requirements. Utilizing an approved quarry will provide rockfill, granular materials, and armour stone meet the engineering properties necessary for long term structural performance, while also supporting traceability, responsible extraction practices, and minimizing environmental impact throughout the supply chain.

3.3.1.4

Pilotage

To address navigation and pilotage requirements, the EVPC will work collaboratively with the Atlantic Pilotage Authority and the Canadian Coast Guard to identify appropriate locations for navigation markers, buoys, and beacons associated with Project activities at the Port of Botwood. Placement and specifications for navigational aids will be determined through consultation and implemented in accordance with the Canadian Aids to Navigation System, for which the Canadian Coast Guard is responsible.

Marine navigation to and from the Port of Botwood will continue to be conducted in accordance with applicable federal requirements. Where compulsory pilotage applies, vessel movements will be supported by qualified marine pilots in accordance with the *Pilotage Act* (GOC, 1985c). Navigation and pilotage requirements outside the Port's immediate berthing areas will remain under federal jurisdiction.

3.3.1.5 Commissioning

Following completion of major construction activities, the Project will transition to a commissioning and close-out phase, which will include inspections, testing, deficiency identification and correction, and contractor demobilization. Once all identified deficiencies have been addressed and the infrastructure has been confirmed to meet applicable design, safety, and regulatory requirements, the rehabilitated facilities will be placed into service.

The Project will then enter the operations phase, during which the completed marine infrastructure will be available for port operations, including vessel access and the loading and unloading of materials and equipment, consistent with the Port of Botwood's historic use and applicable regulatory requirements.

3.3.1.6 Operation and Maintenance

Following completion of the Project, vessel access and port operations will occur in accordance with established operational practices and applicable regulatory requirement. Cargo handling activities will continue to follow existing procedures, with materials and equipment loaded or offloaded using appropriate lifting equipment and temporarily staged within designated upland laydown and marshalling areas. No fundamental changes to cargo handling methods or port operations are anticipated as a result of the Project.

Operation and maintenance activities at the Port will remain consistent with those currently undertaken. Routine maintenance will include inspections of marine infrastructure, upkeep of mooring and fendering systems, lighting, and safety features, as well as seasonal activities such as snow clearing during winter months. Preventive maintenance will be carried out in accordance with EVPC's standard asset management practices to support safe and reliable port operations.

Overall, while the Project will modernize and rehabilitate aging marine infrastructure, operational practices at the Port of Botwood are expected to remain generally consistent with established port procedures. Future vessel activity will depend on commercial use, berth utilization, vessel class, cargo type, market demand, and applicable regulatory and navigational requirements.

3.3.1.7 Decommissioning and Abandonment

There are currently no plans to decommission or abandon the Port of Botwood Wharf Rehabilitation Project. The rehabilitated wharf and associated marine infrastructure are expected to have an operational service life of approximately 65 to 70 years, which is typical for marine infrastructure of this type.

Throughout the operational life of the facility, routine inspections and condition assessments will be undertaken to support safe operation and asset management. More detailed structural evaluations may be conducted as the infrastructure approaches the later stages of its service life, with findings informing maintenance, repair, or upgrade activities as required.

At the end of the infrastructure's service life, decisions regarding replacement, further rehabilitation, or decommissioning would be considered based on operational needs, infrastructure condition, and regulatory requirements in effect at that time. Potential decommissioning activities could include removal of above-water structural components, stabilization or removal of remaining marine structures, and site restoration measures appropriate to the operational context of the Port.

Any future decommissioning or abandonment activities would be planned and implemented in accordance with applicable federal and provincial regulatory requirements and may require additional approvals or environmental review depending on the scope of the proposed works.

3.3.1.8 Project Components Summary

Table 4 provides a preliminary summary of the principal Project components currently contemplated for the proposed works at the former ASARCO wharf, including indicative information on permanence, approximate footprint, anticipated construction methods, in-water works, equipment, staging, waste handling, and likely permits or approvals. The information presented is preliminary and based on the current concept design and narrative description provided in this IPD. Dimensions, quantities, and construction methods may be refined as the Project advances through detailed engineering, marine geotechnical investigation, contractor input, and regulatory review. Final component sizing, pile counts, fill volumes, equipment selection, staging arrangements, waste streams, and permit requirements will therefore be confirmed at a later stage. No capital dredging, disposal at sea, expansion beyond the historic port footprint, or construction of new land-based buildings is proposed.

Table 4: Project Component Summary Table

Component	Rehabilitated/ Temporary/ Permanent	Dimensions/ Footprint	Construction Method	In-water Works?	Likely Equipment
Existing wharf components to be used if possible, stabilized, or isolated for removal	Rehabilitation/ Permanent	Within former ASARCO wharf footprint; exact area TBD during detailed design	Selective demolition, structural cut-off, removal of loose/deteriorated materials, rehabilitation or stabilization in place where feasible	Yes, where removal or stabilization occurs below high water or over the marine environment	Excavator, crane, cutting tools, work barge, haul trucks, loaders
Marginal wharf retaining wall/ berth face	Rehabilitation/ Permanent	Follows existing former ASARCO shoreline alignment, approximately 155 m	Install sheet piles with tie-back anchors to form a new or rehabilitated retaining wall; integrate with deck/shoreline works	Yes	Pile-driving rig, crawler crane, excavator, vibratory hammer and/or impact hammer, anchor drilling equipment, barges if marine access used
Berth support structure	Permanent	Preliminary concept only; exact length, width, and berth envelope TBD	Construct pile-supported pier using tubular steel piles, deck framing, pile caps, and concrete deck elements	Yes	Marine pile rig, crane, concrete pumps, barges, welding equipment
Tubular steel pile foundations	Permanent	Preliminary pile diameters identified as 406 mm, 610 mm, and 762 mm; number and depth TBD by detailed design and geotechnical investigations	Drive steel piles to design depth for marginal wharf, heavy lift areas, and pier support	Yes	Pile-driving rig, crane, vibratory hammer, impact hammer, barge-mounted equipment if required
Concrete deck, pile caps, cope wall, and in-pile concrete	Permanent	Exact deck area, thickness, and volume TBD	Formwork, reinforcement placement, concrete placement, curing, and finishing	Potentially yes where deck/pile cap work extends over water	Concrete trucks, pump truck, crane, generators, small tools
Mooring and marine safety outfitting	Rehabilitation/ Permanent	At rehabilitated berth face and access points; number of units TBD	Install bollards, fenders, ladders, wheel guards, safety railings, lighting, and electrical systems	Limited, mostly over-water installation rather than seabed work	Mobile crane, manlift, service truck, welding equipment, electricians' tools

Component	Rehabilitated/ Temporary/ Permanent	Dimensions/ Footprint	Construction Method	In-water Works?	Likely Equipment
Localized seabed preparation at foundation locations	Temporary activity associated with permanent works	Localized and confined to historic disturbed areas beneath/adjacent to former wharf footprint; no capital dredging proposed	Remove unsuitable material at discrete foundation points and/or place bedding or leveling material as needed	Yes	Excavator, clamshell, backhoe on barge, tremie or placement bucket, survey vessel
Limited shoreline stabilization and infilling	Permanent	Limited, localized areas required for structural integrity within previously disturbed shoreline; estimated 2,100m ²	Place rockfill, armour stone, and select granular fill to support shoreline tie-ins and structural stability	Yes, but localized and within historic footprint	Excavator, loader, dump trucks, barge/crane if placed from water
Engineered fill/ working platform materials	Permanent/ temporary during construction depending on use	Significant quantities of rockfill, select granular fill, and armour stone are anticipated; exact volumes TBD in detailed design	Place and compact fill to establish working platforms, embankment geometry, scour protection, and support conditions	May include limited placement below water in historic disturbed areas	Dump trucks, excavator, dozer, compactor, loader, possibly marine placement equipment
Upland access, circulation, laydown, and staging improvements	Permanent with temporary construction use	Immediately landward of former ASARCO wharf; exact area TBD but confined to existing disturbed industrial lands accessible from Waterfront Drive	Resurfacing, grading, drainage adjustment, laydown preparation, utility servicing, and reinstatement	No, except indirect runoff controls near marine edge	Grader, excavator, loader, dump trucks, roller, water truck
Temporary construction support area	Temporary	Located on existing disturbed industrial lands near the former ASARCO wharf; exact layout TBD	Temporary site offices, material storage, fueling area, waste skips, equipment parking, and worker access controls	No direct in-water work	Site trailers, generators, storage containers, fuel tanks, fencing

Component	Rehabilitated/ Temporary/ Permanent	Dimensions/ Footprint	Construction Method	In-water Works?	Likely Equipment
Temporary marine construction access/ barges/ work platforms	Temporary	Project-specific and contractor-dependent; footprint limited to active work area adjacent to wharf	Use barge-mounted cranes, pile rigs, or work platforms to install marine structures where contractor methodology requires	Yes	Work barge, tug/workboat, crane barge, pile-driving rig, safety boats
Drainage and surface finishing/ site reinstatement	Permanent	Landward of rehabilitated wharf and tie-in areas; exact extent TBD	Final grading, drainage adjustments, surface reinstatement, and site cleanup after marine works	No direct in-water work, but runoff control relevant	Grader, roller, excavator, water truck, hand tools



3.4 (10) Project Production Capacity and Processes

The Project is focused on restoring the condition, safety, and functionality of existing port infrastructure. This includes rehabilitation and replacement of aging marine infrastructure within the Port's historic footprint to maintain reliable marine access and support continued port operations consistent with historical use (Dillon, 2025a).

3.4.1 Vessel Size and Marine Traffic

The Port of Botwood is an established industrial port that has historically accommodated bulk carriers and general cargo vessels associated with forestry, energy, and bulk materials industries. Based on the current concept design and the historic function of the Port, EVPC anticipates that the rehabilitated wharf would support vessel classes generally comparable to those historically associated with port operations, subject to vessel draft, berth configuration, operational requirements, and applicable safety and navigational constraints.

The Project does not include capital dredging or works intended to increase vessel size limits beyond the range that may be supported by the existing marine setting and historic operational context. While final vessel accommodation parameters will be confirmed through detailed engineering, the rehabilitated mooring infrastructure, including the length of the wharf and the number and size of bollards, is being designed to support an estimated maximum vessel capacity of 60,000 DWT.

Based on the current concept, the Project is intended to address marine infrastructure condition, operational safety, and marine access within the historic port footprint. Any future level of vessel activity or cargo use associated with the rehabilitated infrastructure would depend on subsequent operational, commercial, and regulatory considerations and is not defined by this Project alone. At this stage, no fixed operating scenario, tenant-specific cargo profile, or confirmed annual shipping program forms part of the Project description. For preliminary planning purposes, the rehabilitated wharf is expected to support intermittent vessel activity, and any discussion of future marine traffic volumes or vessel numbers should be understood as conceptual and order-of-magnitude only.

3.4.2 Vessel Frequency and Cargo Volumes

For preliminary planning purposes, the rehabilitated wharf may reasonably be expected to support intermittent vessel activity consistent with its role as part of an established industrial port. At this stage, no fixed operating scenario, tenant-specific cargo profile, or confirmed annual shipping program forms part of the Project description.

Any future level of vessel activity or cargo throughput associated with the rehabilitated infrastructure would depend on future commercial use, berth utilization, vessel class, cargo type, parcel size, and market demand. Accordingly, any discussion of future vessel movements or cargo throughput should be

understood as conceptual and order-of-magnitude only, rather than as a confirmed forecast arising directly from the Project.

The purpose of the Project is to address marine infrastructure condition, operational safety, and marine access within the historic ASARCO footprint. The Project does not constitute a proposal to expand the overall port footprint, establish new land-based industrial facilities, or pre-authorize future tenant-specific operations.

3.5 (11) Project Schedule

The EVPC anticipates that construction of the Port of Botwood Wharf Rehabilitation Project will be completed over an approximately 16-month period following receipt of all required approvals. The proposed schedule is indicative and subject to refinement as detailed design, contractor sequencing, and regulatory requirements are finalized.

Key construction milestones and activities are summarized in **Table 5**, which provides an overview of the anticipated Project phases and their corresponding start and completion timelines. Actual timing may vary depending on construction methods, seasonal considerations, and operational constraints.

Table 5: Proposed Schedule and Milestones

Project Activity/Milestone	Start Date	Completion Date
Pre-Project Design and Surveying	July 2025	May 2026
Impact Assessment (Planning Phase only)	February 2026	July 2026
Engagement and Consultation (As needed)	October 2025	Ongoing
Construction Permitting	*July 2026	November 2026
Tender Call (Design-Build)	*July 2026	November 2026
Start/End of Construction	*November 2026	March 2028

Note:

*denotes schedule is dependent on Environmental Approvals timeline

Following construction, the rehabilitated infrastructure is expected to remain in service over the long term as part of the Port of Botwood's marine asset base, subject to routine inspection, maintenance, and any future operational requirements. At this stage, no specific decommissioning or abandonment schedule is proposed. Should the infrastructure reach the end of its useful life in the future, decisions regarding further rehabilitation, replacement, or decommissioning would be made based on infrastructure condition, operational needs, and applicable regulatory requirements in effect at that time.

Construction activities are anticipated to require a temporary workforce of approximately 20–50 personnel, depending on the phase of construction and contractor mobilization requirements.

Typical equipment expected to be used during construction may include marine barges, cranes, pile-driving equipment, excavators, trucks, and support vessels.

Equipment mobilization will occur using existing port infrastructure and established marine access routes. Construction activities will be planned to minimize disruption to existing port operations and surrounding community activities.

3.6 (12) Project Alternatives

3.6.1 Alternative Means of Carrying Out the Project

EVPC considered a range of alternatives and alternative means at a preliminary level to determine whether the Project objectives could be achieved while limiting environmental disturbance and addressing infrastructure condition, safety, and operational requirements. Alternatives were considered in relation to technical feasibility, expected environmental disturbance, ability to support safe marine access and port operations, constructability within the existing port setting, and long-term asset performance.

The principal alternatives considered included:

- Repair/ Stabilization Only – undertake limited repairs or localized stabilization of remaining structures without full berth replacement;
- Partial Replacement – replace only selected structural elements while retaining portions of the existing wharf system;
- Rehabilitation/ Replacement Within the Existing Footprint – replace or rehabilitate end-of-life marine infrastructure within the historic port footprint using current engineering standards;
- Alternate locations for project development; and
- Alternate construction designs for project development.

Temporary construction alternatives, including barge-supported access, work platforms, and other contractor-selected marine construction methods, were also considered conceptually as means of carrying out the work while limiting additional disturbance.:

Preferred Alternative:

The preferred means of carrying out the Project involves rehabilitation and replacement of marine infrastructure within the former ASARCO wharf area and associated historic port footprint, using pile-supported structures, localized seabed preparation where required, and temporary floating work platforms during construction. This approach was identified as the preferred means because it addresses known structural and safety deficiencies, supports marine access and port operations, limits new disturbance by focusing works within previously developed areas, and supports continued marine use consistent with the historic role of the Port of Botwood.

Compared with alternatives involving no action, incremental repair, or relocation of marine access functions to another port, the preferred approach is expected to provide the most reliable long-term improvement in structural integrity, serviceability, and safety while avoiding the greater environmental disturbance that could result from development of new marine infrastructure elsewhere.

3.6.2 Alternatives to the Project

In considering the rehabilitation of existing wharf infrastructure at the Port of Botwood, a range of alternatives was examined to identify an approach that balances technical feasibility, environmental considerations, operational requirements, and long-term asset management. The alternatives were assessed in relation to the Project's purpose of restoring safe and reliable marine access within the Port's established operational footprint.

"Do Nothing" Alternative

Description:

Under this alternative, no rehabilitation or replacement of the marine infrastructure at the former ASARCO waterfront would occur, and the site would remain in its current condition without restoration of berthing capability.

Evaluation:

While this option would avoid short-term construction-related effects and capital expenditures, it would not address the known structural deterioration, safety concerns, and operational limitations associated with the existing infrastructure. As ships cannot currently berth at the site, the "do nothing" alternative would maintain the existing loss of functionality and would not restore safe marine access or support future operational use of the wharf. Continued deterioration could also increase safety risks, maintenance liabilities, and constraints on future port use. As such, the "do nothing" alternative would not meet the Project's purpose of restoring safe and functional marine infrastructure.

Use of Alternative Regional Ports

Description:

Under this alternative, marine traffic and associated activities would be redirected to other regional ports rather than rehabilitating infrastructure at the Port of Botwood.

Evaluation:

This option would not address the condition of the existing infrastructure at Botwood and would reduce local marine access that has historically supported regional industrial and commercial activities. Reliance on alternative ports could also introduce logistical constraints, increased transportation costs, and reduced operational flexibility for marine users in the region. This approach is not consistent with EVPC's role in managing and maintaining the Port of Botwood as an existing public port asset.

Incremental or Partial Repairs

Description:

This alternative would involve localized repairs to specific structural components rather than comprehensive rehabilitation or replacement of the existing wharf infrastructure.

Evaluation:

While this approach may reduce near-term capital costs, it would not address broader end-of-life infrastructure conditions. Incremental repairs could result in repeated maintenance interventions, reduced operational reliability, and potential disruptions to port operations. As a result, this alternative would not provide a durable or long-term solution for maintaining safe and reliable marine access.

Operational or Technological Measures Without Physical Works

Description:

Under this alternative, operational adjustments or technological improvements would be implemented to improve efficiency and manage marine operations without undertaking physical rehabilitation of the infrastructure.

Evaluation:

Although operational measures may improve efficiency in some circumstances, they cannot address structural deficiencies or safety limitations associated with deteriorating marine infrastructure. Physical rehabilitation or replacement is required to support safe and reliable marine access and port operations.

Preferred Alternative – Rehabilitation and Replacement Within the Existing Footprint

Description:

The preferred alternative involves rehabilitating and replacing marine infrastructure at the former ASARCO waterfront within the Port's established operational footprint using modern engineering design standards and construction practices. This approach is specifically designed as a redevelopment of an existing brownfield site rather than a new expansion. Central to this strategy is the utilization and stabilization of existing engineered fill and the reuse of the historic footprint to support the modernized berth structures.

Evaluation:

This approach addresses infrastructure condition and safety while minimizing new environmental disturbance by focusing all physical works within previously developed areas. By utilizing existing fill and infrastructure footprints, the Project explicitly avoids "greenfield" development and limits the net increase of infill within the marine environment. It supports continued port operations consistent with the historic function of the Port of Botwood and provides a balanced approach to technical performance, environmental stewardship, and the avoidance of new habitat fragmentation.

Part C: Location Information and Project Context

As outlined in Schedule I of the *Information and Management of Time Limits Regulations* under the IAA, Project-related information is provided in this section, including:

- (13) Project Location and Spatial Context
 - (13a) Geographic Coordinates and Spatial Extent
 - Project Coordinates
 - Latitude/longitude provided in GIS-compatible format
 - Coordinates appropriate to project type:
 - Centre point of facility
 - Boundary coordinates for site-based projects
 - Start/end points and alignment for linear projects
 - Linear Project Requirements (if applicable)
 - Location of major ancillary facilities
 - Description of study corridor boundaries
 - Identification of consultation corridor (if different)
 - Indication of use of existing rights-of-way
 - (13b) Overview of the Project Area
 - Maps at Appropriate Scale
 - Project location within regional context
 - Layout of key project components
 - Relationship to surrounding land uses and features
 - (13c) Land Tenure and Legal Description
 - Land Description
 - Legal description of lands to be used
 - Parcel identifiers, titles, or deeds (if applicable)
 - Authorizations
 - Existing or required land tenure
 - Water lot or submerged land authorizations (if applicable)
 - Level of Detail
 - Appropriate to project scale and phase
 - (13d) Proximity to Communities and Residences
 - Nearby Residences
 - Permanent, seasonal, or temporary dwellings
 - Nearby Communities

- Distance and relationship to the nearest affected communities
- Identification of potentially affected populations
- (13e) Proximity to Indigenous Lands
 - Indigenous Land Considerations
 - Lands traditionally used by Indigenous peoples
 - Reserve lands under the *Indian Act*
- (13f) Proximity to Federal Lands
 - Federal Land Identification
 - Location relative to federal lands
 - Description of any overlap or adjacency
 - Relevance to federal jurisdiction or approvals
- (14) Overview of the Physical and Biological Environment
 - Regional Physical Environment
 - Climate, terrain, geology, hydrology
 - Wildlife and habitat
 - Aquatic resources (where applicable)
- (15) Overview of the Health, Social, and Economic Context
 - Health Context
 - Regional health indicators
 - Access to healthcare services
 - Relevant public health considerations
 - Social Context
 - Population characteristics
 - Community structure and land use
 - Cultural and traditional activities
 - Economic Context
 - Regional economic conditions
 - Key industries and employment
 - Relevance of the project to local and regional economies
 - Information Sources
 - Publicly available data
 - Engagement feedback (where applicable)

4.1

(13a) Proposed Geographic Coordinates

The Project is located entirely within the Port's existing industrial footprint. Marine works will be undertaken within defined shoreline and waterlot areas associated with existing and former wharf infrastructure, as identified by the Project coordinates summarized in **Table 6**.

Table 6: Proposed Geographic Coordinates

Location	Easting (m) NAD83	Northing (m) NAD83
Former ASARCO Site (Northwest corner)	621080.32	5444876.72
Former ASARCO Site (Southeast corner)	621129.66	5444692.14

The Project development area is focused on the former ASARCO wharf location, with reference points established along the existing wharf alignment to define the limits of proposed rehabilitation and replacement works. Activities will include restoration of wharf and berth infrastructure and associated shoreline elements within this historically developed area. No extension beyond the existing port footprint or into previously undeveloped marine or upland areas is proposed.

Limited upland works will occur immediately landward of the former ASARCO wharf to support safe circulation, staging, and port operations. These areas are directly accessible from existing port access routes, including Waterfront Drive, and are confined to previously disturbed, industrially zoned lands.

The spatial extent and layout of the Project components, including the limits of marine and upland works, were illustrated in **Figure 2**.

4.2 (13b) Overview of the Project Area

The Project is located within the Port of Botwood, on the north shore of the Bay of Exploits in the Town of Botwood, Central Newfoundland and Labrador (**Figure 1**). Botwood is situated approximately 40 km east of Grand Falls-Windsor and 90 km northwest of Gander, with regional access provided by the Trans-Canada Highway and established local transportation corridors. The Port has served as a marine and industrial hub for more than a century and remains an active, though underutilized, port facility.

The Project footprint is confined entirely to long-established industrial lands and waterlots that have historically supported federal and commercial port operations. These include the former ASARCO marginal wharf area which have been used for marine access and berthage since the early to mid-20th century and were never formally decommissioned. Ownership and operational responsibility for these lands and waterlots were transferred from the federal Crown to the EVPC under the federal Port Divestiture Program in 2014 (**Appendix A**).

The Bay of Exploits (**Figure 1**) is a large, semi-enclosed embayment characterized by sheltered waters, limited wave exposure, and long-standing industrial shoreline modification. The Botwood waterfront has been subject to extensive historic alteration, including timber cribbing, armour stone placement, dredged access areas, and reinforced shorelines associated with forestry exports, mineral shipments, fuel handling, and general cargo operations. As a result, the Project area is best characterized as a brownfield marine industrial environment rather than a natural or undeveloped coastal setting.

Marine works associated with the Project occur entirely within areas historically used for berthage and navigation. The marginal wharf rehabilitation along the former ASARCO waterfront follows an existing shoreline alignment, where deep water access and prior marine structures already exist. All in-water works are confined to these previously disturbed areas and do not extend into undisturbed marine habitat or beyond the established port footprint.

No capital dredging, alteration of navigation channels, or expansion into new marine areas is proposed as part of the Project. Existing seabed conditions reflect long-standing industrial use, and historic investigations indicate that benthic habitat in the immediate port area is limited in diversity and typical of modified harbour environments. Planned environmental baseline studies will be targeted and proportional, focusing on confirming existing conditions within the established industrial footprint rather than characterizing undisturbed habitats.

Upland components of the Project are similarly confined to existing disturbed industrial lands within the Port of Botwood. These areas include historic laydown zones, access roads, former rail and fuel-handling corridors, and port servicing areas. No changes to land use designation are proposed, and the Project does not introduce new industrial functions beyond those historically supported at the Port.

Overall, the Project Area represents a long-established marine industrial setting, shaped by more than a century of port-related activity. The Project is designed to restore safe and functional marine infrastructure within this context, maintaining continuity of use while avoiding expansion into new lands or waters. Detailed site mapping produced at an appropriate scale to clearly indicate the location of the new marginal wharf infrastructure and the specific extent of the proposed infilling area is provided in **Figure 1**.

4.3

(13c) Legal Description of Project Development Area

The PDA is defined as the area of physical disturbance anticipated for the Project to be carried out. In this light, the PDA is located within the Port of Botwood, situated along the north shore of the Bay of Exploits in the Town of Botwood, Central Newfoundland and Labrador. The PDA encompasses portions of established port lands and associated marine waterlots that have historically supported industrial marine operations and will cover approximately 0.58ha. The PDA is illustrated on **Figure 3**.

Marine portions of the PDA are characterized by shallow nearshore waters that transition relatively quickly to deeper water conditions, reflecting long-standing industrial modification and historic use for berthage and navigation. These seabed conditions have supported marine infrastructure for decades and are suitable for the proposed rehabilitation and replacement of marine infrastructure at the former ASARCO waterfront. The surrounding upland environment includes previously disturbed industrial lands and is separated from nearby residential areas by distance and intervening land uses.

The PDA is fully contained within lands and waterlots transferred from the GOC to the EVPC under the federal Port Divestiture Program in 2014, as documented in the applicable Instrument of Grant (**Appendix A**). EVPC holds care, custody, and control of the Project lands and marine areas.

Neither the PDA nor the Project area does not include federal reserve lands or protected areas and lies entirely within the municipal boundaries of the Town of Botwood. Under the *Town of Botwood Development Regulations*, the upland portions of the PDA are zoned Industrial, consistent with long-established port and marine uses. The associated marine waterlots are designated for transportation and marine purposes under applicable provincial and federal frameworks.

The Project involves rehabilitation of existing marine infrastructure within this established industrial and marine setting. No expansion beyond the transferred port footprint is proposed, and the Project is consistent with existing land-use designations, municipal planning objectives, and historical use of the Port of Botwood.

4.4 (13d) Project's Proximity to Residences and Nearby Communities - Community Profile

The Project is located in Botwood, a coastal town in Central Newfoundland and Labrador, situated along the north shore of the Bay of Exploits. The Port of Botwood lies within the municipal boundaries of the Town of Botwood and is surrounded by a mix of residential, commercial, and long-established industrial land uses associated with port and marine activities. As shown in **Figure 1**, the nearest permanent residential properties are located immediately adjacent to the northern boundary of the historically developed port lands, while the broader community of Botwood surrounds the marine infrastructure.

Nearby communities within the broader regional context include Grand Falls–Windsor, Bishop's Falls, Lewisporte, Northern Arm, and other communities along the Bay of Exploits (**Figure 6**). Together, these communities form a regional service and labour catchment that supports port operations, construction activities, and associated supply chains.

There are permanent residential properties immediately adjacent to the northern boundary of the historically developed port lands, with the nearest residences located approximately 90 m from the Project footprint. The broader community of Botwood surrounds the marine infrastructure.

According to Statistics Canada (2017, 2021) Census data, the Town of Botwood had a population of 2,778 in 2021, a decrease from 2,875 in 2016, representing a population change of approximately 3.4% over the five-year period. Demographic characteristics for Botwood and selected surrounding communities, based on the 2021 Canadian Census, are summarized in **Table 7** (Statistics Canada, 2021).



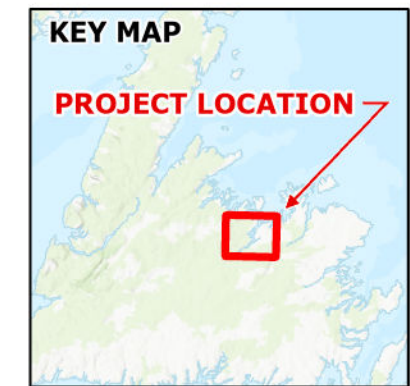
BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

PROJECT LOCATION AND SURROUNDING COMMUNITIES

FIGURE 7

- Community
- ★ Project Location



SCALE 1:175,000



MAP DRAWING INFORMATION:
DATA PROVIDED BY DILLON CONSULTING, NATURAL RESOURCES CANADA, AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: MG
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

Table 7: Community Demographics

Municipality	Population (2021)	Population (2016)	% Change, 2016–2021	Median Age (2021)	Gender Distribution (2021)
Botwood	2,778	2,875	–3.4%	– ¹	– ¹
Grand Falls–Windsor	13,853	14,171	–2.3%	49 ²	– ¹
Bishop’s Falls	3,082	3,156 ²	–2.3% ²	– ¹	– ¹
Lewisporte	3,288	3,409	–3.5%	– ¹	– ¹
Northern Arm	371	426	–12.9%	– ¹	– ¹

Notes:¹ Data not available² Approximate value

4.5 (13e) Project’s Proximity to Land Used for Traditional Purposes by Indigenous Peoples, First Nations Reserves, and Other Lands Set Aside for the Benefit of Indigenous Peoples

Miawpukek First Nation, the nearest First Nation reserve to the Project, is located at the mouth of the Conne River on the south coast of Newfoundland and Labrador, approximately 230 km southeast of the Town of Botwood by road. Botwood is situated on the north shore of the Bay of Exploits in Central Newfoundland and Labrador and functions as a regional industrial and marine hub.

The community of Miawpukek was formally established as a reserve in 1987 and has since experienced steady growth and development. The community is accessible by road, air, and water and serves as an important regional centre for its members. Based on the most recent community-reported and federal data, Miawpukek First Nation has a total registered population of approximately 3,100 members, with approximately 800–850 members residing on-reserve at Conne River and the remaining members residing elsewhere in Newfoundland and Labrador and across Canada (Miawpukek First Nation, 2023; GOC, 2023a).

In addition to its proximity to the Miawpukek reserve, the Town of Botwood is identified within Qalipu First Nation’s Exploits Ward. The Project is not located on reserve lands or within a formally identified traditional territory. Although Qalipu is a landless Band and does not maintain a reserve, the nearest administrative satellite office is in Grand Falls-Windsor, approximately 35 km southwest of the Project site.

Miawpukek First Nation and Qalipu first Nation both maintains cultural, social, and economic connections throughout the province, including Central Newfoundland, and is recognized as a rights-holding Indigenous community with interests in projects occurring within Newfoundland and Labrador (GOC, 2023a).

Qalipu First Nation, established in 2011 under the *Indian Act*, is a Mi'kmaq First Nation recognized by the Government of Canada. Qalipu First Nation does not hold reserve lands and is therefore commonly described as a landless First Nation. Despite the absence of reserve lands, Qalipu represents Mi'kmaq communities with long-standing historical and contemporary ties across Newfoundland (Qalipu First Nation, 2016; GOC, 2023b). Qalipu First Nation is organized as a landless band under the *Indian Act* and includes members residing in communities across the island. The nearest electoral ward to the Project is the Exploits Ward, as the Town of Botwood is one of the recognized Mi'kmaq communities that comprise this ward. While the band does not have a reserve, the nearest administrative satellite office is the Grand Falls-Windsor Office, located approximately 35 km southwest of the Botwood port.

The Mi'kmaq represented by Qalipu First Nation have a long-standing presence throughout western and central Newfoundland and continue to play an active role in consultation, land and resource management discussions, and cultural stewardship across the province.

At the time of writing, there was no information publicly available on lands used for traditional purposes by Indigenous Peoples.

4.6 (13f) Projects Proximity to Federal Lands

A review of the Directory of Federal Real Property (DFRP) maintained by the Treasury Board of Canada Secretariat indicates that while there are federal properties located in the broader Botwood area, none are located within the Project footprint or are directly affected by the proposed works.

Federal Properties in Proximity to the Project

Two federal properties are located in proximity to the Port of Botwood but are not within the Project footprint and will not be altered or affected by Project activities:

1. Mill Point - Botwood
 - Property Number: 01028
 - Parcel Number: 00
 - Custodian: Fisheries and Oceans Canada (Canadian Coast Guard)
 - Primary Use: Marine navigation light
 - Type of Interest: Lease or licence
 - Approximate Distance from Port: ~1 km
2. Botwood Post Office
 - Property Number: 59476
 - Parcel Number: 00
 - Custodian: Canada Post Corporation
 - Primary Use: Postal services
 - Type of Interest: Crown-owned
 - Approximate Distance from Port: ~1.5 km

4.7 (14) Overview of the Existing Physical and Biological Environment

4.7.1 Weather

Regional climatic conditions were characterized using longitudinal data from the ECCC station at Gander International Airport (Station ID 8401700). Located approximately 60 km southeast of the Project area, this station serves as the primary regional proxy, providing a comprehensive dataset compliant with World Meteorological Organization (WMO) standards for the 1991–2020 climatological period.

The region features a temperate maritime climate with a mean annual temperature of 4.5°C. Seasonal variance is distinct, with mean daily temperatures ranging from a minimum of -6.8°C in February to a maximum of 16.6°C in July. Historical extremes during this period include a minimum of -27.6°C (February 1994) and a maximum of 31.7°C (June, 2012). Notably, recent data indicate a warming trend in the lower operating limit, as temperatures below -30°C were not recorded during the current climatological epoch.

Annual precipitation is significant, totaling 1,247.1 mm (water equivalent), comprising 882.2 mm of rain and 443.4 cm of snowfall. The region is susceptible to high-intensity events, with historical daily maximums of 119.2 mm for rain (August 2013) and 58.6 cm for snow (March, 1993). Snow cover is persistent throughout the winter, typically peaking in February with an average month-end depth of 54 cm.

The Project area is subject to a robust wind regime, with a mean annual wind speed of 19.5 km/h. Prevailing winds are westerly for nine months of the year, shifting to the southwest during the summer (June–August). Extreme weather risk is highlighted by peak gust velocities reaching 139 km/h (March 1993). Operational visibility and safety are influenced by frequent atmospheric obstructions, including an annual average of 73.8 days of fog and 38.3 days of freezing precipitation.

4.7.2 Atmospheric Environment

The atmospheric environment in the Botwood area and the broader Central Newfoundland region is characterized by good to very good ambient air quality, typical of a rural, coastal setting with low industrial density. Baseline conditions are characterized using data from the National Air Pollution Surveillance (NAPS) station in Grand Falls-Windsor (Station ID 10501), located 35 km southwest of the Project. This station serves as the regional proxy for assessing compliance with the *Newfoundland and Labrador Air Pollution Control Regulations (2022)* and the *Canadian Ambient Air Quality Standards (CAAQS)*.

For the 2021 provincial ambient air reporting period, the annual mean concentration of fine particulate matter (PM_{2.5}) was 4.5 µg/m³, well below the provincial threshold of 8.8 µg/m³. Nitrogen dioxide (NO₂) levels remain low, with an annual concentration of 1.9 µg/m³ (regulatory limit is 100 µg/m³) and sulphur

dioxide (SO₂) annual concentration levels are 1.7 µg/m³, well below the regulatory limit of 10 µg/m³ (NLDECC, 2022).

The existing acoustic environment in Botwood Harbour is consistent with a semi-rural working port. The soundscape is dominated by natural sources (aeolian and wave action), punctuated by intermittent anthropogenic noise from commercial vessel traffic and local road transport. In the absence of site-specific monitoring, baseline sound levels were estimated using Health Canada's (2017) predictive methodology for "Quiet Rural Areas." The estimated baseline day-night sound levels (L_{dn}) are 45 dBA during daytime hours (07:00–22:00) and 35 dBA during nighttime hours (22:00–07:00). These values provide a conservative baseline for assessing potential noise impacts on sensitive receptors located within the Project's zone of influence.

4.7.3 Geology, Hydrology, and Hydrogeology

Regional Setting

The Project is situated within the Botwood map area (NTS 2E/03), characterized by a northeast-trending structural landscape. The terrain transitions from the rugged estuarine coastline of the Bay of Exploits to an undulating interior plateau, with elevations ranging from sea level to 330 m near the Mount Peyton massif (Dickson, 1993). The region maintains a significant annual water surplus that drives a complex drainage network influenced by bedrock structure and glacial overburden (Sudom & van de Hulst, 1985).

Bedrock Geology

The PDA area is underlain by the Exploits Subzone of the Dunnage Zone. The primary stratigraphic unit is the Botwood Group (Silurian), consisting of the Lawrenceton Formation: Terrestrial mafic volcanic flows and felsic pyroclastic rocks (rhyolites/tuffs) that are chemically resistive and acidic and the Wigwam Formation: A thick sequence of red and grey cross-bedded sandstones and siltstones. These "red beds" are hematite-rich and highly resistant to erosion (Dickson *et al.*, 1994).

To the southeast, the Mount Peyton Intrusive Suite (Gabbro and Granite) acts as a rigid, impermeable hydrogeological barrier, directing groundwater flow through secondary fracture networks rather than the rock matrix (Dickson, 1993).

Surficial Geology and Soil Associations

The landscape is mantled by Late Wisconsinan glacial sediments. Glacial till covers approximately 30% of the region and serves as the parent material for the Alderburn Soil Association (Orthic Humo-Ferric Podzols). While the upper horizons are moderately permeable, the subsoil is frequently compacted into a "fragipan," which restricts vertical drainage and can create perched water tables (Sudom & van de Hulst, 1985).

In low-lying coastal zones below the 58 m marine limit, glaciomarine silts and clays, locally termed "Botwood clay", are prevalent. These poorly drained Gleysols represent a key consideration for site-

specific geotechnical stability and drainage design. Conversely, the Exploits and Peter's River valleys contain glaciofluvial sands and gravels (Peter's Arm Association) characterized by high permeability.

Hydrology

The regional hydrology is dominated by the Exploits River, the largest drainage basin in Newfoundland. The river discharges into the Bay of Exploits at Botwood, creating a dynamic estuarine environment where freshwater discharge governs local hydrodynamics and sediment transport (Hatch Ltd., 2023). Localized drainage is managed by smaller watersheds, including Peter's River and Northern Arm Brook, separated by bedrock ridges.

Hydrogeology

Groundwater resources are inextricably linked to surficial deposits. High-yield unconfined aquifers are hosted within the glaciofluvial gravels of the Wooddale area, which remain hydraulically connected to the surface drainage network (GNL, 2008a).

4.7.4 Migratory Birds

The Project will be designed and executed in strict adherence to the *Migratory Birds Convention Act* (1994) and the *Species at Risk Act* (2002). The Proponent acknowledges the federal prohibition against the "incidental take" of migratory birds, their nests, or eggs. All Project phases, including vegetation clearing and demolition, will align with ECCC *Beneficial Management Practices* for the protection of migratory birds.

The PDA and adjacent intertidal zones may support several species listed under Schedule 1 of SARA or identified by Committee on the Status of Endangered Wildlife in Canada (COSEWIC):

- Bank Swallow (*Riparia riparia*): Listed as Threatened (SARA). Potential nesting may occur in nearby coastal embankments or stockpiled materials;
- Red Knot (*Calidris canutus rufa*): Listed as Endangered (SARA). Known to utilize regional intertidal flats as a vital migratory stopover and foraging site;
- Harlequin Duck (*Histrionicus histrionicus*): Listed as Special Concern (Eastern population) (SARA). May utilize the marine-terrestrial interface for overwintering or staging; and
- Short-eared Owl (*Asio flammeus*): Listed as Special Concern (SARA). May transiently occupy open coastal barrens adjacent to the port.

The PDA is located within ECCC Nesting Zone D (Sub-zone D3-4). The primary nesting period for this region typically extends from mid-April to late August. While the PDA consists largely of modified industrial surfaces and lacks the complex vegetative cover required for high-quality nesting, the Proponent recognizes that certain species utilize human-made infrastructure and coastal cliffs for opportunistic breeding (ECCC, 2025).

4.7.5 Terrestrial Habitat

The Project is situated within the Central Newfoundland Eco-region, specifically categorized as a maritime mid-boreal ecoclimate (CCEA, n.d.). This region is characterized by a relatively continental climate, though the immediate PDA is moderated by the maritime influence of the Bay of Exploits.

The PDA is currently utilized for high-intensity industrial operations and consists primarily of anthropogenic surfaces, including compacted gravel, asphalt, and modified terrain. It does not contain sensitive terrestrial habitats, such as undisturbed wetlands, old-growth forests, or native grasslands. Vegetation is limited to opportunistic, hardy species and non-native graminoids typical of disturbed industrial sites. Because the Project is confined to previously disturbed lands, the loss of natural terrestrial biodiversity is assessed as negligible.

Terrestrial wildlife in the broader region includes species typical of the Central Newfoundland boreal forest, such as Moose (*Alces alces*), Black Bear (*Ursus americanus*), Lynx (*Lynx canadensis*), and Red Fox (*Vulpes vulpes*). Interaction with the PDA is expected to be transient; the existing industrial activity and lack of complex cover discourage long-term residency or denning. While no critical habitat for terrestrial SAR has been identified within the PDA, the Proponent acknowledges the regional presence of species such as the Newfoundland Marten (*Martes americana atrata*; SARA special concern).

4.7.6 Marine Environment

The Project is located within a previously developed industrial marine setting at the Port of Botwood. Existing marine conditions in the Project area reflect a history of shoreline modification, wharf construction, marine industrial activity, and ongoing port use. Based on currently available information, the marine environment in the immediate Project area is expected to be influenced by existing infrastructure, altered shoreline conditions, vessel activity, and localized seabed disturbance associated with historic port operations.

Additional characterization of marine conditions relevant to the Project, including fish and fish habitat, marine substrate conditions, and any localized sensitivities in the Project area, will continue to be refined using available studies, field information, and regulatory input as project planning advances.

The benthic habitat within the PDA was assessed through Remotely Operated Vehicle (ROV; **Figure 8**) surveys, which focused on characterizing substrate composition, macroflora coverage, and the presence of macrofauna, including benthic macroinvertebrates and finfish. ROV transect lines are shown in **Figure 8**. Within the surveyed area, the maximum recorded depth was 29 m, with substrate composition varying by depth; shallow zones (<5 m) were dominated by coarse materials such as cobble and gravel, while deeper areas consisted primarily of fine sand and mud. Vegetation in PDA was also related to depth, with significant rockweed (*Fucus sp.*) coverage in the shallow areas and a notable lack of vegetation in deeper habitat. Other macroflora observed within the PDA are presented in **Table 8**.

BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

ROV SURVEY TRANSECT LINES

FIGURE 8

- Survey Transect
- Proposed Armourstone Protection Area
- Proposed Marginal Wharf
- Proposed Infill Area



SCALE 1:1,000

0 10 20 40 Meters



MAP DRAWING INFORMATION:
DATA PROVIDED BY DILLON CONSULTING AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: MG
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

Table 8: Macroflora Observed During Benthic Habitat Surveys, November 2025

Group	Common Name	Scientific Name
Brown Algae	Cord Weed	<i>Chorda sp.</i>
	Rockweed	<i>Fucus sp.</i>
Red Algae	Coralline Algae	Corallinales (Order)
	Irish Moss	<i>Chondrus crispus</i>
Green Algae	Sea Lettuce	<i>Ulva sp.</i>

Throughout the ROV surveys, starfish (*Astrerias sp.*) were the most commonly observed macroinvertebrate throughout the PDA, while cunner (*Tautoglabrus adspersus*) were the most commonly observed finfish. Other species, including rock crab (*Cancer sp.*) and green sea urchin (*Strongylocentrotus droebachiensis*) were observed throughout, with others having limited, or sole, observations. All the species observed are common in the coastal habitats around the island of Newfoundland (**Table 9**). While not observed during the ROV survey, local ecological knowledge indicates that the Botwood Harbour has a notable presence of sea-run trout, likely brook trout (*Salvelinus fontinalis*), while Atlantic salmon (*Salmo salar*) and American eel (*Anguilla rostrata*) utilize the harbour near major freshwater inflows from Exploits River and Peters Rive. Larger marine mammals, including minke whales (*Balaenoptera acutorostrata*) and harbour porpoises (*Phocoena phocoena*), are occasionally observed in the outer harbour, but not commonly within the immediate PDA. American lobster (*Homarus americanus*) is also known to be present; however, the area is currently subject to a shellfish consumption advisory.

Table 9: Macrofauna Observed During Benthic Habitat Surveys, November 2025

Group	Common Name	Scientific Name
Invertebrates	Anemone	Actiniaria (Order)
	Blue Mussel	<i>Mytilus edulis</i>
	Green Sea Urchin	<i>Strongylocentrotus droebachiensis</i>
	Rock Crab	<i>Cancer sp.</i>
	Sea Squirt	Ascidiacea (Class)
	Starfish	<i>Asterias sp.</i>
	Whelk	<i>Baccinum sp.</i>
Finfish	Cunner	<i>Tautoglabrus adspersus</i>
	Skate	Rajidae (Family)

4.7.7 Species at Risk

To evaluate the potential for the occurrence of species protected under the federal SARA, the *Newfoundland and Labrador Endangered Species Act (NL ESA)*, and those tracked by the Atlantic Canada Conservation Data Centre (AC CDC), a geospatial data request was executed in November 2025 (AC CDC, 2025) (**Figure 9, Appendix E**). This screening utilized a standard 5 km buffer radius centered on the PDA. The data pull identified 12 historical observations of rare vascular flora and 5 historical observations of rare fauna, encompassing a range of conservation statuses from provincially Vulnerable (S3) to federally Threatened (Schedule 1), as shown in **Table 10** and **Table 11**. With the exception of American Martin, which are listed as Threatened, none of the species presented in the AC CDC search are listed under the NL ESA.

Table 10: Historical Observations of Flora SAR Species within 5 km of the Project (AC CDC, 2025)

Common Name	Scientific Name	Federal Status (SARA)	COSEWIC Rank	S-RANK (NL 2020)
Bulb-Bearing Water-Hemlock	<i>Cicuta bulbifera</i>	No Status	Not Assessed	S3
Cottongrass Bulrush	<i>Scirpus cyperinus</i>	No Status	Not Assessed	S3S4
Gaspé Peninsula Arrow-Grass	<i>Triglochin gaspensis</i>	No Status	Not Assessed*	S3
Horned Pondweed	<i>Zannichellia palustris</i>	No Status	Not Assessed	S2S3
Houghton's Sedge	<i>Carex houghtoniana</i>	No Status	Not Assessed	S1
Least Spike-Rush	<i>Eleocharis acicularis</i>	No Status	Not Assessed	S3S4
Meadow Horsetail	<i>Equisetum pratense</i>	No Status	Not Assessed	S3
Necklace Sedge	<i>Carex projecta</i>	No Status	Not Assessed	S3
Northern Water-Plantain	<i>Alisma triviale</i>	No Status	Not Assessed	S2
Ostrich Fern	<i>Matteuccia struthiopteris</i>	No Status	Not Assessed	S3S4
Self-Heal	<i>Prunella vulgaris</i>	No Status	Not Assessed	S3S5
Slender Spike-Rush	<i>Eleocharis elliptica</i>	No Status	Not Assessed	S3S4

Notes:

AC CDC S-Ranks as follows: S1: extremely rare in province; S2: rare in province; S3: uncommon in province; S4: widespread, common and apparently secure in province; S5: widespread, abundant and demonstrably secure in province
 S#S# = a numeric range rank used to indicate any range of uncertainty about the status of the species or community; SNA: Not Applicable - A conservation status rank is not applicable because the species is not a suitable target for conservation activities. B= Breeding, N = Nonbreeding, M = Migrant, U = Unrankable. (AC CDC, 2025)

BOTWOOD PORT DEVELOPMENT

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ATLANTIC CANADA CONSERVATION DATA CENTRE (AC CDC) ASSESSMENT AREA

FIGURE 9

 Study Area Boundary (AC CDC)

Location of Rare & Provincially/ Federally Listed Species

-  Flora (10m Accuracy)
-  Flora (100m Accuracy)
-  Fauna (100m Accuracy)
-  Fauna (200m Accuracy)
-  Fauna (250m Accuracy)



SCALE 1:60,000

0 0.5 1 2 Kilometers



MAP DRAWING INFORMATION:
DATA PROVIDED BY ACCDC AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: JR
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
STATUS: FINAL
DATE: 2026-05-05

Table 11: Historical Observations of Fauna SAR Species within 5 km of the Project (AC CDC, 2025)

Common Name	Scientific Name	Federal Status (SARA)	COSEWIC Rank	S-RANK (NL 2020)
Black-headed Gull	<i>Chroicocephalus ridibundus</i>	No Status	Not Assessed	S1B, S3N, SUM
Gray-cheeked Thrush	<i>Catharus minimus minimus</i>	No Status*	Threatened (2023)	S2B, SUM
Newfoundland Marten	<i>Martes americana atrata</i>	Special Concern (2026)	Special Concern (2022)	S3S4
Red-winged Blackbird	<i>Agelaius phoeniceus</i>	No Status	Not Assessed	S1B, SUM
Song Sparrow	<i>Melospiza melodia</i>	No Status	Not Assessed	S4B, SUM

Notes:

AC CDC S-Ranks as follows: S1: extremely rare in province; S2: rare in province; S3: uncommon in province; S4: widespread, common and apparently secure in province; S5: widespread, abundant and demonstrably secure in province
 S#S# = a numeric range rank used to indicate any range of uncertainty about the status of the species or community; SNA: Not Applicable - A conservation status rank is not applicable because the species is not a suitable target for conservation activities. B= Breeding, N = Nonbreeding, M = Migrant, U = Unrankable. (AC CDC, 2025)

The American Marten, Newfoundland population (*Martes americana atrata*) was previously managed federally under the Amended Recovery Strategy for the Newfoundland Marten (ECCC, 2012). In 2026, the species was downlisted under Schedule 1 of SARA from Threatened to Special Concern, based on COSEWIC's 2022 reassessment indicating increased distribution and abundance since the 2007 assessment; however, continued management remains required to prevent future decline (GOC, 2026a). As a result of the down-listing, SARA recovery planning requirements no longer apply federally and a management plan is required (GOC, 2026a). Spatial analysis completed for the Project confirms that the PDA does not intersect federal critical habitat polygons previously identified for the species (**Figure 10**). The closest core populations and associated previously identified critical habitat patches are located in the Red Indian Lake region, approximately 120 km west of the Project site, and the Terra Nova region, approximately 110 km east of the Project site (ECCC, 2012; ECCC, 2022).

The AC CDC records indicate the presence of Gaspé Peninsula Arrow-Grass (*Triglochin gaspensis*) and Horned Pondweed (*Zannichellia palustris*) within the project's zone of influence. These species are highly specialized to the intertidal and brackish environments surrounding the PDA. *Triglochin gaspensis* is typically found in salt marshes and tidal flats, while *Zannichellia palustris* occupies shallow, quiet brackish or fresh waters (NatureServe 2025).






In addition to the fauna listed on the AC CDC report, DFO (DFO, 2025) lists six aquatic species at risk which have potential of being present within the PDA, while Government of NL also lists American eel (**Table 12**). While all these species are recognized as potentially being within the PDA, the likelihood of interactions with the Project are low due to the shallow coastal habitat present within the PDA and current ongoing activity within the Botwood Harbour.

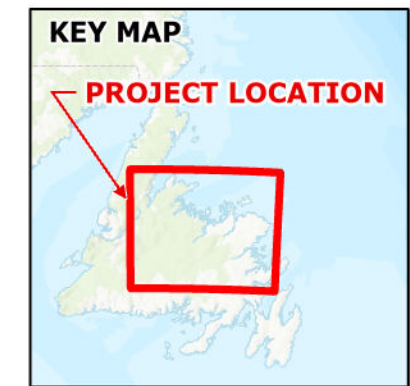
BOTWOOD PORT DEVELOPMENT

EXPLOITS VALLEY PORT CORPORATION

PROTECTED AREAS IN PROXIMITY OF AC CDC ASSESSMENT AREA

FIGURE 10

-  Protected Area within 50Km of Assessment Area
-  Protected Area within 100Km of Assessment Area
-  100Km Buffer of Assessment Area Boundary
-  50Km Buffer of Assessment Area Boundary
-  10Km Buffer of Assessment Area Boundary
-  Assessment Area Boundary (ACCDC)



SCALE 1:900,000

0 5 10 20 Kilometers



MAP DRAWING INFORMATION:
DATA PROVIDED BY ACCDC, NEWFOUNDLAND GEOHUB, ECCC, AND ESRI

MAP CREATED BY: HF
MAP CHECKED BY: JR
MAP PROJECTION: NAD 1983 UTM Zone 21N



PROJECT: 25-2329
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Table 12: Federally and Provincially Listed Species at Risk with the Potential to be Present within the PDA

Common Name	Population	Scientific Name	SARA Status	COSEWIC Status	NL ESA Status
Fin Whale	Atlantic Population	<i>Balaenoptera physalus</i>	Special Concern	Special Concern	_1
Blue Whale	Atlantic Population	<i>Balaenoptera musculus</i>	Endangered	Endangered	-
Leatherback Sea Turtle	Atlantic Population	<i>Dermochelys coriacea</i>	Endangered	Endangered	-
North Atlantic Right Whale	-	<i>Eubalaena glacialis</i>	Endangered	Endangered	-
Spotted Wolffish	-	<i>Anarhichas minor</i>	Threatened	Threatened	-
White Shark	Atlantic Population	<i>Carcharodon carcharias</i>	Endangered	Endangered	-
American Eel	-	<i>Anguilla rostrata</i>	_ ²	Threatened	Vulnerable

Notes:¹Species not listed under provincial legislation²Species not listed under Schedule 1 of SARA**4.7.8 Sediment Quality**

Sediment samples were collected from the PDA areas and analyzed for BTEX, modified TPH and PAHs (**Table 13** and **14, Appendix F**). Sample retention was limited due to coarse substrate and water depth within the area, which resulted in a single sample being successfully collected.

Table 13: Summary of Detectable Hydrocarbons from the ASARCO Area, December 2025

Analyte	Unit	ASARCO Area
		AS01
Modified TPH (Tier 1) ¹	mg/kg	108
Total Organic Carbon	-	0.053
Tier I ESL (Modified TPH) ²	mg/kg	500

Notes:¹Silica gel cleanup was conducted to reduce potential interference from organics/biogenic hydrocarbons²Modified TPH (Sum of the reported PHC fractions) is compared to the Atlantic RBCA Tier I Ecological Screening Level for "Other" Sediment, commonly used at working harbour areas. The Tier I ESL (190 mg/kg) is adjusted based on the TOC, to a maximum of 500 mg/kg. The shaded concentrations exceed the applicable guideline.

Table 14: Summary of Detectable PAHs from the ASARCO Area December 2025

Analyte	Unit	Tier I EQS – Eco ¹	ASARCO Area
			AS01
Moisture	%	NB	63
1-Methylnaphthalene	mg/kg	0.201	0.06
2-Methylnaphthalene	mg/kg	0.201	0.07
Acenaphthene	mg/kg	0.0889	0.0973
Acenaphthylene	mg/kg	0.128	0.092
Acridine	mg/kg	NB	0.09
Anthracene	mg/kg	0.245	0.42
Benzo(a)anthracene	mg/kg	0.693	0.88
Benzo(a)pyrene	mg/kg	0.763	0.71
Benzo(b)fluoranthene	mg/kg	4.5 (Sum)	1.18
Benzo(j+k)fluoranthene	mg/kg		1.23
Benzo(e)pyrene	mg/kg	NB	0.50
Benzo(ghi)perylene	mg/kg	0.78	0.35
Chrysene	mg/kg	0.135	0.94
Dibenzo(a,h)anthracene	mg/kg	0.135	0.048
Fluoranthene	mg/kg	1.494	2.08
Fluorene	mg/kg	0.144	0.17
Indeno(1,2,3)pyrene	mg/kg	0.88	0.46
Naphthalene	mg/kg	0.391	0.10
Perylene	mg/kg	NB	0.22
Phenanthrene	mg/kg	0.544	1.33
Pyrene	mg/kg	1.398	1.81
Quinoline	mg/kg	NB	<0.05

Notes:

Atlantic RBCA Tier I Ecological Quality Standards for Marine Sediment. Highlighted cells exceed the applicable guidelines.

Sediment sampling programs were conducted at the former Abitibi site, located approximately 500 m south of the Project site, in 2012 (Dillon) and 2013 (CBCL). Both programs identified metal concentrations exceeding regulatory guidelines throughout the study area. Additionally, isolated exceedances of PCBs and hydrocarbons were recorded. These results are consistent with the sediment quality typically observed within an industrial harbor.

As detailed in **Section 3.3**, capital dredging is not proposed for this Project. Should any limited sediment removal be required during localized seabed preparation or rare maintenance dredging, it will be brought to shore, treated, and disposed of according to provincial and federal legislation; therefore, disposal at sea permitting is not applicable.

4.8 (15) Overview of the Existing Health, Social and Economic Context

The Port of Botwood is located in the Town of Botwood, a coastal community in Central Newfoundland and Labrador along the north shore of the Bay of Exploits. According to the 2021 Census of Population, Botwood had a population of 2,778 residents, representing a decline from 2,875 residents in 2016, consistent with broader demographic trends observed in many rural communities across Newfoundland and Labrador (Statistics Canada, 2021).

4.8.1 Social and Demographic Context

Botwood is characterized by a low-density settlement pattern typical of rural coastal Newfoundland communities. Population trends in the Exploits region reflect modest population decline and population aging, driven in part by youth out-migration and limited local employment opportunities (Statistics Canada, 2021). Surrounding communities including Grand Falls–Windsor, Bishop’s Falls, Lewisporte, and Northern Arm form a regional service and labour catchment that supports employment, education, health care, and commercial services relevant to port operations and construction activities.

Labour force participation in Botwood and surrounding communities is distributed across service industries, trades and transportation, health care, retail, and public services. Regional data indicate that unemployment rates in rural Central Newfoundland are generally higher than provincial and national averages, reflecting structural challenges in regional labour markets (Point2Homes, n.d.).

4.8.2 Health Context

Botwood falls within the Central Health Regional health authority. Access to health services in the immediate community includes primary care and community-based services, while more specialized medical care is provided in larger regional centres, notably Grand Falls-Windsor, located approximately 35 km from Botwood.

Publicly available health information indicates that communities within Central Newfoundland experience health outcomes broadly consistent with provincial trends, including higher prevalence of chronic conditions compared to national averages; however, community-specific health data for Botwood are not publicly disaggregated (NLMA, 2019). As such, health context is best understood at the regional rather than community scale.

4.8.3 Economic Context

The economy of Botwood and the broader Bay of Exploits region has historically been shaped by marine transportation, forestry, mining, and industrial shipping, with the Port of Botwood playing a central role in regional supply chains. While industrial activity has fluctuated over time, the Port remains an important public asset supporting marine access and regional economic resilience.

Employment in Botwood reflects a mix of traditional industrial activity and service-sector employment. Regional economic development initiatives emphasize infrastructure renewal, marine services, and diversification to support long-term economic sustainability in Central Newfoundland (Town of Botwood, n.d.).

Investment in maintaining and rehabilitating port infrastructure supports short-term employment during construction and contributes to the longer-term viability of marine and industrial activities that remain important to the regional economy. These benefits are particularly relevant given ongoing demographic and economic challenges in rural Newfoundland communities.

5.0

Part D: Federal, Provincial, Territorial, Indigenous, and Municipal Involvement and Effects

As outlined in Schedule I of the *Information and Management of Time Limits Regulations* under the IAA, information about the location of the Project and its context/setting is provided in this section, including:

1. (16) Federal Financial Support
 - Description of Federal Involvement including financial support
2. (17) Federal Lands
 - Identification of Federal Lands that may be used for the purpose of carrying out the Project
3. (18) Federal Interests, including list of permits, licenses or authorizations that may be required for the Project
 - Regulatory Authorities
 - Identification of jurisdictions with responsibilities related to:
 - Environmental assessment
 - Permitting and authorizations
 - Land tenure or resource management
 - Identification of permits, licenses or authorizations required for the Project
 - A list of any changes to the environment or to health, social or economic conditions that may occur in Canada that are directly linked or necessarily incidental to the involvement of a federal authority that would permit or enable the project to be carried out in whole or in part.

5.1 (16) Federal Financial Support

At the time of submission of this IPD, no federal financial support has been requested, received, or secured for the Port of Botwood Wharf Rehabilitation Project. The Project is currently being advanced through proponent-led planning and development activities.

Several federal programs have been identified as potential future funding opportunities, including programs administered by agencies such as the Atlantic Canada Opportunities Agency (ACOA), Natural Resources Canada (NRCan), Transport Canada, and Housing, Infrastructure and Communities Canada. These programs generally support infrastructure rehabilitation, climate resilience, transportation corridors, or port modernization. Identification of these programs reflects a review of potential funding mechanisms and does not represent a formal funding request. Should EVPC pursue federal funding

programs in the future, applications would be submitted through the respective program intake processes and would be evaluated independently of the impact assessment process.

5.2 (17) Use of Federal Lands for Carrying Out the Project

The Port of Botwood Wharf Rehabilitation Project is located within the municipal boundaries of the Town of Botwood, Newfoundland and Labrador. The Project is situated entirely on lands and waterlots owned and administered by the EVPC and does not occur on federal land.

- **Federal Lands Screening Summary:**

- The Project does not occur on federal land.
- No federal real property will be modified, disturbed, or accessed as part of the Project.
- The federal properties listed above in **Section 4.6** are located outside the Project footprint and will not be affected by construction or operations.
- The Project does not require federal land use approvals under the *Impact Assessment Act*.
- No Federal Contaminated Sites Inventory (FCSI) sites are located within the Project footprint.
- The Project does not trigger federal land considerations beyond routine awareness of nearby federal facilities and does not involve federal land tenure, access, or modification.

5.3 (18) Powers, Duties, or Functions of Federal Authorities and Provincial Authorities in Respect of the Project

When relevant, the EVPC will review, verify, and secure all necessary permits, licenses, and approvals before initiating the Project's construction. Below is a summary of the primary federal, provincial, and municipal legal frameworks expected to be relevant to the proposed Project.

The following is a list of the anticipated permits, licenses and approvals required for an undertaking of this nature.

5.3.1 Federal

The *IAA* applies to projects listed in the *Physical Activities Regulations* or those designated by the Minister. The Project is a designated project under Item 53 of the *Physical Activities Regulations*, which applies to the expansion of an existing marine terminal designed to handle ships larger than 25,000 DWT. On March 4, 2026, the Impact Assessment Agency of Canada (*IAAC*) informed the Exploits Valley Port Corporation (EVPC) that the Project meets the description of a designated project under Item 53 of the *Physical Activities Regulations*. Therefore, this Initial Project Description (IPD) is being submitted to commence the planning phase of the impact assessment process. At the conclusion of the planning phase, *IAAC* will determine under Section 16 of the *IAA* whether an impact assessment is required for the Project.

Additionally, several federal permits, approvals, or other forms of authorization will likely be required following the completion of the impact assessment, as listed in **Table 15**.

Table 15: Federal Powers, Duties, or Functions of Federal Authorities in Respect of the Project

Powers, Duties, or Functions of Federal Authorities (Including Approvals/Permits/Authorizations)	Federal Authority
<i>Impact Assessment Act</i> - Impact Assessment	Impact Assessment Agency of Canada
<i>Canadian Navigable Waters Act (CNWA)</i> Authorization	Transport Canada
Request for Review and possible <i>Fisheries Act</i> Authorization	Fisheries and Oceans Canada
Review under the <i>Species at Risk Act</i> where listed species may be present	Fisheries and Oceans Canada /Environment and Climate Change Canada
<i>Migratory Birds Convention Act</i> - Potential Damage or Danger Permit (contingency only) if nests pose a safety risk.	Environment and Climate Change Canada (Canadian Wildlife Services)

5.3.2 Provincial

A review of the Newfoundland and Labrador *Environmental Assessment Regulations, 2003* indicates that the Project does not constitute a designated undertaking and therefore does not require a provincial environmental assessment (EA), as confirmed by NLDECC-EAD on December 16, 2025. The Project involves rehabilitation of existing marine infrastructure within a long-established industrial port footprint and does not meet the thresholds or activity types that trigger a provincial EA under the Regulations.

Although a provincial EA is not required, the Project remains subject to applicable provincial permits, approvals, and authorizations, which will be obtained prior to construction. These requirements are summarized in **Table 16** and are intended to support environmental protection and regulatory compliance. EVPC will adhere to applicable guidance and approval requirements administered by the NLDECC Water Resources Management Division (WRMD) related to the construction and maintenance of wharves and associated marine works.

Given that a provincial EA is not triggered, season-specific field studies are not required for provincial EA purposes. Environmental protection measures and any supporting studies will instead be addressed through project-specific permitting processes and conditions, as applicable.

EVPC will continue to coordinate with NLDECC throughout Project planning and implementation to confirm compliance with all relevant provincial regulatory requirements and to support efficient and transparent review processes.

Table 16: Provincial Approvals, Permits, and Registrations Required for the Project

Provincial Approvals/Permits/Registrations	Provincial Agency
Permit to Alter a Body of Water	NL Department of Environment and Climate Change, Water Resources Management Division (NLDECC-WRMD)
Water Use License	NL Department of Environment and Climate Change, Water Resources Management Division (NLDECC-WRMD)
*Certificate of Approval for Storage and Handling of Gasoline and Associated Products/Used oil used glycol control regulations	Service NL
*Certificate of Approval for management of various types of waste	NL Department of Environment and Climate Change
* Permits under Endangered Species Legislation	Department of Fisheries, Forestry and Agriculture
Certificate of Approval (Industrial Compliance)	NL Department of Environment and Climate Change, Pollution Prevention Division (NLDECC-PPD)

Note:

*denotes permits that are dependent on design-build

5.3.3**Municipal**

The Project's current footprint aligns with the appropriate zoning. To this end, the EVPC actively engages in discussions with the Town of Botwood. Such ongoing dialogues are encouraged and essential to confirm full compliance with the Town of Botwood Development Regulations, made pursuant to the *Urban and Rural Planning Act, 2000*.

Part E: Potential Effects of the Project

As outlined in Schedule I of the *Information and Management of Time Limits Regulations* under the IAA, information potential effects of the Project are provided in this section, including:

1. (19) Potential Effects on Environmental Components under Federal Jurisdiction
 - Fish and Fish Habitat
 - Potential changes to fish or fish habitat as defined under the *Fisheries Act*
 - Includes freshwater, marine, and anadromous species
 - Aquatic Species at Risk
 - Potential effects on aquatic species as defined under the *Species at Risk Act*
 - Includes marine plants and other listed aquatic species
 - Migratory Birds
 - Potential effects on migratory birds as defined under the *Migratory Birds Convention Act, 1994*
 - Includes habitat disturbance, mortality risk, or changes in use patterns
2. (20) Effects Occurring Beyond the Project Location
 - Effects on Federal Lands
 - Changes occurring on or affecting federal lands
 - Interprovincial Effects
 - Environmental effects occurring in provinces or territories other than where the Project is located
 - Transboundary Effects
 - Potential effects occurring outside of Canada, where applicable
3. (21) Potential Effects on Indigenous Peoples
 - Physical and Cultural Heritage
 - Potential effects on culturally significant landscapes or features
 - Current Use of Lands and Resources for Traditional Purposes
 - Impacts on traditional land use activities (e.g., harvesting, travel, cultural practices)
 - Culturally Significant Sites
4. (22) Potential Effects on Indigenous Health, Social, and Economic Conditions
 - Health Effects
 - Potential changes to physical, mental, or community health
 - Social Effects
 - Effects on community well-being, cohesion, or way of life
 - Economic Effects
 - Potential impacts on livelihoods, employment, or traditional economies
 - Information Basis
 - Publicly available information

- Input gathered through Indigenous engagement
- 5. (23) Estimate Greenhouse Gas (GHG) Emissions
 - GHG Emissions Estimate
 - Estimated net GHG emissions associated with the project
 - Based on available project information at the time of submission
 - Scope of Assessment
 - Construction, operation, and decommissioning phases (as applicable)
 - Methodology
 - Consistent with the Strategic Assessment of Climate Change
 - Reference to Environment and Climate Change Canada guidance
- 6. (24) Emissions and Wastes
 - Types of Emissions and Wastes
 - Air emissions (e.g., exhaust, dust, combustion products)
 - Water-related discharges (e.g., effluent, runoff)
 - Land-based wastes (e.g., solid waste, hazardous materials)
 - Project Phases Covered
 - Construction
 - Operation
 - Decommissioning and abandonment
 - General Description
 - Nature of wastes and emissions
 - Expected sources and pathways
 - High-level management or mitigation approach

6.1 (19) Potential Effects on Environmental Components Within Federal Jurisdiction

The Port of Botwood Wharf Rehabilitation Project involves marine and upland works within a long-established industrial port setting and has the potential to interact with components of the environment that fall under federal jurisdiction. In accordance with federal guidance, EVPC has completed a preliminary evaluation of potential effects associated with the Project to support early identification of interactions, inform planning, and guide the development of appropriate mitigation measures. Mitigation measures discussed below are based on the conceptual designs of the project.

The preliminary assessment summarized below on environmental components within federal jurisdiction, specifically:

- Fish and fish habitat, as defined in subsection 2(1) of the *Fisheries Act*;
- Aquatic species at risk, as defined in subsection 2(1) of the *SARA*; and
- Migratory birds, as defined in subsection 2(1) of the *MBCA*, 1994.

Construction and operational activities associated with the Project, including in-water works and shoreline activities, have the potential to interact with these components. The purpose of this preliminary assessment is to identify potential pathways of effect, characterize the nature of these interactions at a high level, and establish a foundation for further environmental studies, avoidance and mitigation measures, and regulatory permitting, as required.

6.1.1 Potential Effects to Fish and Fish Habitat under the *Fisheries Act*

Between 2012 and 2019, section 35 of the *Fisheries Act* focused on the prohibition of “serious harm to fish”, defined as the death of fish or the permanent alteration or destruction of fish habitat, unless authorized under subsection 35(2). Amendments to the Act in 2019 restored the previous prohibition against the “harmful alteration, disruption, or destruction” (HADD) of fish habitat, returning the Act to a habitat-based protection framework.

While the term HADD is not explicitly defined in the *Fisheries Act*, DFO guidance describes it as any temporary or permanent alteration to fish habitat that reduces its capacity to support fish life processes, including spawning, rearing, feeding, and migration (DFO, 2019a).

For projects with the potential to affect fish and fish habitat, proponents are required to avoid HADD wherever feasible, and to implement mitigation measures to minimize residual effects. Where residual HADD cannot be fully avoided or mitigated, proponents must obtain an authorization under subsection 35(2) of the *Fisheries Act*. As part of this authorization process, proponents are required to offset residual impacts to fish habitat through measures such as habitat restoration, enhancement, or creation, with the objective of maintaining fisheries productivity (DFO, 2019b).

In considering whether to issue a subsection 35(2) authorization, the Minister of Fisheries and Oceans must take into account the factors set out in section 34.1 of the *Fisheries Act*. These factors include, but are not limited to, the contribution of the affected fish habitat to fisheries productivity, the cumulative effects of habitat loss, fisheries management objectives, Indigenous knowledge provided to the Minister, and measures to avoid, mitigate, and offset impacts.

The preliminary assessment of Project effects indicates that certain Project activities have the potential to result in interactions with fish and fish habitat. However, it is anticipated that appropriate avoidance, mitigation, and, where necessary, offsetting measures can be developed in collaboration with DFO, Indigenous groups, and other regulators to address residual effects.

Accordingly, should residual HADD be identified, the Project would require a subsection 35(2) *Fisheries Act* authorization prior to construction. Any such authorization would be informed by the Act and supported by consultation with Indigenous communities, engagement with stakeholders, and incorporation of Indigenous knowledge, as applicable. Based on these regulatory requirements and preliminary site investigations, no non-negligible adverse effects on fish or fish habitat are anticipated as

a result of the Project. While various pathways of effects have been identified, the Project is not expected to result in non-negligible fish mortality (death of fish) due to the nature of the habitat present and the rigorous application of permit conditions and mitigation measures. Likewise, there are no non-negligible adverse impacts expected on marine vegetation within the PDA as the result of construction or operation of the project. This assessment is supported by the fact that the marine environment within the PDA is located within a previously disturbed industrial harbour, the small overall footprint of the project and the habitat present is not critical or limiting habitat for any local species. Benthic habitat surveys showed that the aquatic vegetation, fish, and invertebrates present are common throughout coastal Newfoundland and Labrador, with no rare or sensitive populations identified. Potential interactions, such as localized sedimentation or underwater noise from pile installation, will be managed through the implementation of industrial best practices, adherence to federal and provincial permit conditions, and the application of proven mitigation measures, such as turbidity curtains and acoustic "soft-starts".

Project activities including in-water works, localized seabed preparation to support marine structures, pile driving and drilling, concrete placement in the marine environment, and potential limited maintenance dredging have the potential to impact fish and fish habitat through the resuspension of sediment or other deleterious substances. The Project will comply with the pollution prevention provisions of subsection 36(3) of the *Fisheries Act*, which prohibits the deposit of any deleterious substances into water frequented by fish. Specific mitigation measures, including isolation methods and strict sediment containment equipment, will be implemented to limit sediment resuspension and ensure compliance.

The Project also has the potential to introduce or spread aquatic invasive species through vessel-related pathways, including ballast water, bilge water, biofouling on hulls and submerged surfaces, and the mobilization of marine construction or maintenance equipment from other waterbodies. These pathways are discussed further in **Section 6.6.5.7**. Mitigation will include compliance with applicable ballast water management requirements, prohibition of unauthorized ballast water or bilge water discharge, inspection and cleaning of marine equipment where appropriate, and inclusion of aquatic invasive species prevention measures in the Project EPP.

6.1.2

Potential Effects on Species at Risk under the *Species at Risk Act*

A preliminary desktop review was conducted to identify species at risk with the potential to occur within the PDA and broader regional study area. Data obtained from the Atlantic Canada Conservation Data Centre (AC CDC) identified a diverse range of flora and fauna with provincial conservation rankings, including various sedges, rushes, and avian species such as the Gray-cheeked Thrush (*Catharus minimus*). However, a screening against the federal SARA confirms that the majority of these species do not currently hold a Schedule 1 designation. The only species from the AC CDC report listed on SARA Schedule 1 is the Newfoundland Marten (*Martes americana atrata*).

In addition to terrestrial findings, data from Fisheries and Oceans Canada (DFO, 2025) indicates the potential presence of six aquatic species at risk within the wider region: the Blue Whale, North Atlantic Right Whale, Fin Whale, Leatherback Sea Turtle, White Shark, and Spotted Wolffish. Provincial data also identifies the American Eel (*Anguilla rostrata*) as a species of concern; however, it is not currently listed under SARA Schedule 1.

Despite the occurrence of these species in the broader region, the likelihood of direct interaction with the Project is considered low due to significant habitat constraints. The terrestrial PDA consists of a paved, historically disturbed brownfield site that lacks the mature, contiguous forest cover required by the Newfoundland Marten. Similarly, the marine PDA is located within a shallow, enclosed harbour that is bathymetrically unsuitable for large pelagic species such as whales and sharks, which require deep, open-ocean environments. Given the lack of suitable biophysical attributes and the resulting negligible habitat use within the immediate Project footprint, no non-negligible adverse effects are anticipated to SAR, either at the individual or population level.

6.1.3 Potential Effects on Migratory Birds under the *Migratory Birds Convention Act*

The Project will be conducted in full compliance with the *Migratory Birds Convention Act, 1994* (MBCA) and the *Migratory Birds Regulations, 2022* (MBR). These regulations prohibit harming, killing, or disturbing migratory birds, as well as damaging, destroying, disturbing, or removing their nests and eggs. Although the MBCA does not directly regulate habitat loss, the Proponent recognizes the strict prohibition against "incidental take" and will implement measures to prevent activities that could result in the destruction of active nests.

Due to the established industrial character of the Project area, potential interactions with migratory birds are expected to be minimal. The Project footprint consists of brownfield infrastructure with hard surfaces and lacks the complex vegetative cover required for high-quality nesting habitat. Therefore, the Project is not anticipated to cause adverse effects on migratory bird populations. Any residual sensory disturbances from construction or operations are expected to remain consistent with the existing conditions of the active port environment.

To avoid incidental take, the Proponent will schedule high-risk activities, specifically vegetation clearing, outside the regional General Nesting Period, which typically extends from mid-April to mid-August. If such activities must occur during this period, non-intrusive nest searches will be conducted by qualified professionals beforehand to ensure that no active nests are impacted.

The Proponent also recognizes that under the MBR (2022), nests of certain species listed on Schedule 1, such as the Great-blue Heron (*Ardea Herodias*) or specific seabirds like the Atlantic Puffin (*Fratercula arctica*), if present in the region, receive year-round protection for designated periods if reused. Regulatory compliance measures will ensure that any such nests identified within the Project area are buffered and protected in accordance with federal standards and the IAA.

No non-negligible adverse effects on migratory birds are anticipated, as the PDA lacks suitable nesting or foraging habitat. To comply with the *Migratory Birds Convention Act*, an experienced biologist will conduct a nest sweep prior to any earthworks. Should an active nest be identified, a species-appropriate buffer will be established, and the Canadian Wildlife Service (CWS) will be consulted to determine appropriate next steps.

6.1.4 Application of IAAC Standard Mitigation Measures

In accordance with IAAC guidance on streamlining the impact assessment process, EVPC has reviewed the federal Standard Mitigation Measures (IAAC 2026) and commits to implementing the following measures to address well-understood adverse effects under federal jurisdiction associated with the Project's components and activities.

1. Fish and Fish Habitat

- **Activity:** Localized seabed preparation, shoreline stabilization, placement of engineered fill, and upland earthworks.
- **Standard Mitigation Measure:** General activities that disturb soils and sediment. EVPC will stabilize all erodible areas, maintain undisturbed vegetated buffers where possible, isolate in-water project activities from receiving waters, and install structures (e.g., riprap, silt fencing) to reduce scouring and sedimentation.
- **Extent of Mitigation:** These measures prevent suspended solids and sediment plumes from entering the Bay of Exploits, ensuring water quality thresholds are met and preventing the smothering of benthic habitat or harm to fish.

- **Activity:** Installation of tubular steel pile foundations for the marginal wharf structure.
- **Standard Mitigation Measure:** Pile driving in fish habitat. EVPC will use vibratory pile driving and implement "soft start" procedures to gradually increase sound levels, utilize sound attenuation methods, and continuously monitor underwater noise levels, halting work immediately if threshold levels are exceeded.
- **Extent of Mitigation:** These measures directly limit peak underwater sound pressure levels, effectively preventing acoustic injury, behavioral disruption, and mortality to marine fish and mammals.

- **Activity:** Construction of concrete deck, pile caps, and cope wall.
- **Standard Mitigation Measure:** Use of concrete in fish habitat. EVPC will use pre-cast concrete instead of cast-in-place. When using poured concrete, EVPC will strictly prevent uncured concrete, mortar, or concrete wash-off from entering the marine environment, and will have a CO₂ tank and diffuser accessible to neutralize pH in the event of a spill.
- **Extent of Mitigation:** Prevents the introduction of highly alkaline substances into the water, mitigating the risk of toxic pH alterations that cause direct mortality to fish and aquatic life.

- **Activity:** Installation of new marine structural components.
- **Standard Mitigation Measure:** Installation of structures in fish habitat. EVPC will exclusively use non-treated materials (e.g., steel, pre-cast concrete, plastic) for construction in fish-bearing waters.
- **Extent of Mitigation:** Eliminates the leaching of toxic chemical preservatives (such as creosote or heavy metals) into the marine environment, protecting water quality and aquatic organisms.

2. Migratory Birds

- **Activity:** Installation of temporary construction lighting and permanent upland/marine safety outfitting.
- **Standard Mitigation Measure:** Lighting design and operation. EVPC will use directional lighting targeting only essential areas, utilize shielded fixtures to prevent light leakage, and use automatic sensors to minimize continuous lighting where it is not essential.
- **Extent of Mitigation:** Significantly reduces nighttime glare and light pollution, effectively mitigating the attraction, disorientation, and fatal collision of migratory birds during peak migration periods.

3. Health, Social and Economic Conditions of Indigenous Peoples and Local Communities

- **Activity:** Earthworks, material handling, and operation of mobile construction equipment.
- **Standard Mitigation Measure:** Fugitive dust and vehicle emissions control. EVPC will establish and enforce speed limits, use water to stabilize roads and dust-generating areas, prioritize low-emission engines, and strictly prohibit unnecessary vehicle idling.
- **Extent of Mitigation:** Reduces local exposure to airborne particulate matter (PM) and exhaust emissions, directly protecting the air quality and respiratory health of nearby residents and Indigenous communities.
- **Activity:** General construction noise and vibration (e.g., piling, heavy machinery).
- **Standard Mitigation Measure:** Operation of noise- and vibration-generating equipment. EVPC will limit mobile equipment to designated areas, provide advanced notice to Indigenous groups and local communities regarding the timing of disruptive activities, and establish a formal process to receive, address, and implement corrective actions for complaints within 48 hours.
- **Extent of Mitigation:** Minimizes acoustic nuisance, sleep disturbance, and related health or social impacts on the adjacent community of Botwood and local Indigenous groups.

4. Physical and Cultural Heritage and Current Use

- **Activity:** Seabed preparation and ground-disturbing upland excavations.
- **Standard Mitigation Measure:** Ground- and seabed-disturbing activities. EVPC commits to implementing a "chance find" protocol requiring workers to immediately halt work if historical, archaeological, or cultural items are discovered. EVPC will delineate a no-work zone and notify IAAC and Indigenous groups within 24 hours of a discovery.

- **Extent of Mitigation:** Prevents the accidental destruction of previously unidentified historical, archaeological, paleontological, or architectural resources.

5. Accidents and Malfunctions

- **Activity:** Refueling, servicing equipment, and storing hazardous construction materials.
- **Standard Mitigation Measure:** Accident and malfunction response planning. EVPC will restrict vehicle refueling and servicing to designated locations, utilize secondary containment systems for hazardous material storage, and provide dedicated training to employees on spill prevention and emergency response.
- **Extent of Mitigation:** Prevents accidental releases of petroleum hydrocarbons (PHCs), volatile organic compounds (VOCs), and other deleterious substances, thereby protecting soil, groundwater, and the marine environment from contamination.

6.1.5 Cumulative Effects

Cumulative effects were considered in the context of existing environmental conditions and reasonably foreseeable activities within the regional study area. The Project is located within a long-established industrial port setting where marine and industrial activities have occurred for more than a century.

The proposed works are limited to the rehabilitation and replacement of existing marine infrastructure within previously developed port lands and waterlots. The Project does not introduce new industrial land uses, expand the port footprint, or substantially increase vessel traffic beyond conditions historically associated with the Port of Botwood.

Based on available information, no major existing or reasonably foreseeable projects have been identified that would interact with the Project in a manner likely to result in cumulative environmental effects.

Potential interactions with environmental components such as air quality, water quality, marine habitat, noise, and marine navigation are expected to be localized and temporary, primarily during the construction phase. With the implementation of standard mitigation measures and compliance with applicable regulatory requirements, the Project is not expected to contribute meaningfully to cumulative environmental effects within the Bay of Exploits.

Based on the current understanding of Project activities and regional conditions, significant cumulative effects are not anticipated.

6.2 (20) Effects Occurring Beyond the Project Location

In accordance with the *IAA*, 2019, an evaluation of potential environmental changes associated with the Project is presented in this section.

Based on this evaluation, no environmental changes are anticipated on federal lands as a direct or indirect result of the Project. All Project components are located within lands and associated marine waterlots held by the EVPC and do not overlap with lands administered by the federal Crown or other federal authorities.

The assessment further indicates that the Project will not result in environmental effects in any province other than Newfoundland and Labrador, nor will it give rise to environmental effects outside of Canada. All potential interactions and effects associated with Project activities are expected to be localized within the established industrial port setting at Botwood and adjacent marine areas within Canadian jurisdiction.

There are no non-negligible adverse changes anticipated to interprovincial waters, boundary waters, or international waters (as defined in subsection 2(1) of the *Canada Water Act*) resulting from pollution caused by the carrying out of this project. Potential interactions with these water bodies are limited to the unlikely event of accidental spills or releases. To mitigate this risk, the Project will implement rigorous Spill Prevention and Response Plans throughout the construction and operation and maintenance phases. While a major release could be significant in isolation, the low likelihood of occurrence, coupled with robust on-site containment measures, ensures that any potential changes to these waters would remain negligible.

Accordingly, as defined under section 81 of the *IAA*, the Project is not expected to cause environmental effects on federal lands, in another province, or outside Canada.

6.3 (21) Potential Effects on Indigenous Peoples

A preliminary assessment has been undertaken to consider the potential for the Port of Botwood Wharf Rehabilitation Project to interact with Indigenous communities and Indigenous interests in the region. This assessment considered Indigenous groups with recognized interests in Newfoundland and Labrador, including Miawpukek First Nation and Qalipu First Nation.

Miawpukek First Nation is located at the mouth of the Conne River on the south coast of Newfoundland and Labrador, approximately 230 km by road from the PDA. Based on available information, the PDA is not located within or near lands where Miawpukek First Nation has identified Indigenous or treaty rights or asserted traditional land use interests. Given the distance between Miawpukek First Nation and the PDA, and the fact that the Project involves rehabilitation of existing marine infrastructure within a long-established industrial port footprint, the potential for direct effects on the exercise of Miawpukek First

Nation rights (including those relating to physical and cultural heritage, current use of lands and resources for traditional purposes, and structures, sites or things of historical, archaeological, paleontological, or architectural significance) is considered low.

Consultation and engagement related to the broader Project location have also been undertaken through the activities of EVREC, which has engaged with Indigenous communities regarding development initiatives in the region. These discussions have provided an opportunity for communities to become aware of potential development activities within the Port of Botwood area and to raise any questions or concerns related to regional land and marine use.

In addition, communication with Fisheries and Oceans Canada (DFO) has been undertaken to identify whether any Food, Social, and Ceremonial (FSC) fishing licences are issued for areas within or near the proposed Project site. Based on the information available to date, no FSC fishing activities have been identified in the immediate vicinity of the Project Development Area.

Formal consultation with Indigenous communities, where required, will be coordinated by the relevant federal or provincial regulatory authorities as part of applicable regulatory review and permitting processes. EVPC will continue to participate in and support these processes by providing project information, responding to requests for clarification, and working collaboratively with Indigenous communities and regulators to identify and address any issues raised related to Indigenous rights, interests, or cultural heritage.

6.3.1

Physical and Cultural Heritage Resources, and Structures, Sites, and Things of Significance

A desktop review and field-based assessments were undertaken by Strum Consulting in 2025 to identify known and potential archaeological and heritage resources within the Project Area. These investigations were completed in accordance with the requirements of the Provincial Archaeology Office (PAO) and provincial guidance for archaeological screening. The review included consultation of the Maritime Archaeological Resource Inventory (MARI), existing heritage databases, and field reconnaissance where warranted (EVREC, 2024).

No registered archaeological sites are located within the currently proposed PDA. However, given the size of the Project Area and the potential for undiscovered heritage resources, the Project will continue to apply a precautionary approach during construction and operations. If archaeological materials or culturally significant features are encountered during ground-disturbing activities, work will cease immediately, and the PAO will be notified in accordance with the *Historic Resources Act* and standard chance-find procedures.

Mitigation measures to protect physical and cultural heritage resources include:

- Implementation of a Chance Finds Protocol applicable to all construction and operational activities;
- Contractor and worker awareness training regarding the identification of archaeological materials;
- Avoidance or controlled mitigation measures should heritage resources be identified; and
- Ongoing coordination with the Provincial Archaeology Office as required.

With the application of these measures, residual effects on physical and cultural heritage and structures, sites, or things of historical, archaeological, palentological, or architectural significance are expected to be low in magnitude, localized, and not significant.

6.3.2 Current Use of Land and Resources for Traditional Purposes

The proposed Project Area is located within a region with a long history of Indigenous and non-Indigenous land use, including traditional harvesting, travel, forestry, and industrial activity. As described in the EVREC Environmental Assessment Registration Document (EARD; EVREC, 2024), the Project footprint is situated primarily within previously developed or disturbed areas, including former Abitibi industrial lands, existing resource roads, and areas historically associated with forestry and related activities.

Traditional land use specific to this Project has not yet been independently characterized by EVPC. However, based on the broader regional context and available information, lands and resources in and around the Project Area may be used for activities such as hunting, fishing, trapping, berry picking, travel, and recreation by Indigenous groups, including Qalipu First Nation, as well as by other local and regional land users. Information gathered through engagement and existing documentation indicates that the area has also long supported forestry and industrial activity, and that portions of the land base have been altered by access roads, harvesting, and other industrial uses (EVREC, 2024).

At this stage, potential interactions with traditional land and resource use have not been fully assessed by EVPC and will continue to be informed through engagement, baseline review, and ongoing project planning. Based on the current understanding of the Project, any such interactions would be expected to occur primarily within areas that are already disturbed or used for industrial purposes. EVPC will continue to consider opportunities to maintain access to surrounding lands, where safe and feasible, and to further refine Project planning in a manner that seeks to reduce interference with existing land use and travel patterns.

Mitigation measures related to traditional land use include:

- Continued engagement with Indigenous groups and local stakeholders to identify and address potential concerns;
- Maintenance of access to traditional land use areas where safety permits;
- Application of adaptive management measures should unanticipated interactions arise; and

- Implementation of environmental protection and monitoring measures to avoid degradation of land and resource values.

With the application of these measures, residual effects on the current use of lands and resources for traditional purposes are expected to be low in magnitude, localized, and not significant.

6.4 (22) Change in Health, Social, or Economic Conditions of the Indigenous Peoples of Canada

Based on the nature, scale, and location of the Project, and on information available from public sources and engagement undertaken to date, the Project is not expected to result in measurable adverse changes to the health, social, or economic conditions of Indigenous peoples in Canada.

The Project is located within a long-established industrial port setting and involves rehabilitation of existing infrastructure rather than expansion or development of new land uses. Engagement undertaken to date, including with Miawpukek First Nation and Qalipu First Nation, has not identified concerns related to changes in health, social conditions, or economic well-being arising from the Project.

Discussions with Qalipu First Nation to date have focused primarily on interest in potential employment, contracting, and economic participation opportunities, rather than on potential adverse effects. The Project does not intersect with reserve lands, traditional harvesting areas, or known cultural sites, and no effects on access to lands or resources have been identified.

The Project is a federal undertaking as defined in subsection 3(1) of the *Canadian Environmental Protection Act, 1999*. Based on the Project design, the localized nature of the work within an existing industrial harbour, and the application of mitigation measures, best management practices, and any offsetting required through permitting, no non-negligible adverse effects are anticipated to the environment or to health, social, or economic conditions as a result of carrying out the Project. Potential interactions are limited to temporary, localized increases in noise and turbidity during the construction phase, as well as the unlikely risk of accidental spills. In this context, and with continued engagement of Indigenous peoples regarding the Project, residual effects on the health, social, or economic conditions of the Indigenous Peoples of Canada are not expected.

Engagement will continue throughout regulatory review and implementation, and any new information identified through consultation will be considered as the Project advances (IAAC, 2023).

6.5 (23) Greenhouse Gas Emissions Associated with the Project

Based on the preliminary assessment of greenhouse gas (GHG) emissions, the Project is not expected to exceed the Strategic Assessment of Climate Change (SACC) thresholds that require a formal Net-Zero Plan. Although the Project is currently at a preliminary design stage and detailed engineering

information for a high-precision quantification of GHG emissions is not yet available, a Project-specific GHG inventory will be completed at a later stage once construction methods, equipment selection, and operational parameters are finalized. A preliminary assessment of potential GHG sources and mitigation opportunities has been undertaken based on currently available information and standard construction practices. This assessment is consistent with federal guidance for early-phase project planning and supports the requirements of the IAA.

The GHG assessment approach for the Project will be aligned with the following standards and guidance documents:

- ISO 14064-1:2018 – Specification with guidance at the organization level for quantification and reporting of greenhouse gas emissions and removals; and
- ISO 14064-2:2019 – Specification with guidance at the project level for quantification, monitoring, and reporting of greenhouse gas emission reductions or removal enhancements.

The assessment framework considers both direct (Scope 1) and indirect (Scope 2 and, where applicable, Scope 3) emissions, as well as relevant carbon sinks and climate-related risk factors. Based on the current calculations, preliminary construction-phase emissions are estimated at approximately 24,320 tonnes of CO₂ over the anticipated construction period. These emissions are temporary and associated with short-term construction activities, including diesel fuel use and embodied emissions associated with key construction materials. Preliminary operational emissions are estimated at approximately 10,684 tonnes of CO₂ over a 20-year operating period, or approximately 534 tonnes of CO₂ per year, based on the current equipment and fuel-use assumptions. Both estimates are preliminary and will be refined as project design, construction methods, equipment selection, and operational requirements are further defined.

6.5.1 Carbon Sinks

The Project footprint is located within an existing industrial port environment that has been historically altered through marine and land-based infrastructure development. As such, the Project Area does not contain significant natural carbon sinks such as wetlands, mature forest stands, or peatlands.

No removal of carbon-rich ecosystems is anticipated as part of the Project. Construction activities are largely confined to previously disturbed lands and marine areas that have been subject to ongoing industrial use. As a result, the Project is not expected to result in a measurable loss of terrestrial or marine carbon sequestration capacity.

While no new carbon sinks are proposed as part of the Project, future design phases will consider opportunities to minimize emissions intensity through infrastructure efficiency, energy-use optimization, and operational best practices. These considerations will be addressed further during detailed design and permitting stages.

6.5.2 Greenhouse Gas Emission Calculations

GHG emissions associated with the Project are expected to occur primarily during the construction phase, with comparatively lower emissions during operations. Emissions sources were identified based on the anticipated scope of works, standard marine construction practices, and preliminary equipment inventories.

Construction Phase emission sources include:

- Combustion of diesel fuel by construction equipment and vehicles;
- Marine vessel activity associated with material delivery and construction support;
- Use of heavy equipment for earthworks, infilling, and wharf construction;
- Transportation of construction materials and personnel; and
- Production and placement of construction materials, including concrete and steel.

Operational Phase emission sources include:

- Vessel emissions during berthing and cargo handling;
- On-site vehicle and equipment use;
- Energy use associated with lighting, equipment, and port operations; and
- Routine maintenance activities.

At the time of preparation of this IPD, detailed design information required for a quantitative GHG inventory is not yet available. A refined GHG assessment will be completed at a later stage when equipment types, operating durations, and fuel use are confirmed.

Based on the nature and scale of the Project, a preliminary construction-phase emissions estimate has been completed to support early planning and regulatory review. This estimate indicates that emissions are expected to be temporary, localized, and generally consistent with those associated with similar marine infrastructure rehabilitation activities.

The Project does not introduce new long-term emission sources or materially alter regional emission profiles. Emissions associated with construction are expected to be limited in duration and largely associated with diesel-powered equipment, marine vessels, and material handling activities.

A refined GHG inventory will be developed as Project design advances and equipment selection, construction sequencing, and operational requirements are confirmed, consistent with guidance under the Strategic Assessment of Climate Change and ISO 14064 methodologies (IAAC, 2023; ISO, 2019; EVPC, 2025).

6.5.2.1

Preliminary Construction and Operation Phase Emissions Estimate

A preliminary greenhouse gas (GHG) emissions estimate has been completed for both the construction and operational phases of the Project based on the current equipment inventories, anticipated activities, material quantities, and standard emission factors (**Table 17**). This estimate provides an order-of-magnitude understanding of potential Project-related emissions and is intended to support early planning and regulatory review.

Construction-phase emissions are expected to be temporary, localized, and associated primarily with diesel-powered construction equipment and marine vessels, as well as embodied emissions associated with key construction materials. Based on the current spreadsheet calculations, total construction-phase emissions are estimated at approximately 24,320,004 kg CO₂ (approximately 24,320 tonnes CO₂) over the construction period.

Operational-phase emissions are expected to arise primarily from diesel-powered port equipment and support vehicles. Based on the current spreadsheet calculations, total operational emissions are estimated at approximately 10,684,272 kg CO₂ (approximately 10,684 tonnes CO₂) over a 20-year operating period, equivalent to approximately 534 tonnes CO₂ per year.

A refined GHG inventory will be developed as Project design advances and construction methods and operational assumptions are confirmed, in accordance with ISO 14064-1 and ISO 14064-2 and the Strategic Assessment of Climate Change guidance (Government of Canada, 2021; IAAC, 2023).

Table 17: Summary of Estimated Construction and Operations Emissions

Source	Quantity	Emission Factor	Estimated CO ₂ Emissions (tonnes)
Construction			
Diesel fuel (equipment)	6,278,085 L	2.67 kg CO ₂ /L	16,762.487
Concrete	9,580.67 tonnes	208 kg CO ₂ /tonne	1,992.780
Reinforcing steel	500 tonnes	908 kg CO ₂ /tonne	454.000
Sheet piling	5,600 tonnes	908 kg CO ₂ /tonne	5,084.800
Fill/ explosives	136,508 m ³	0.19 kg CO ₂ /m ³	25.937
Operations			
Diesel fuel (operations equipment and vehicles)	4,001,600 L	2.67 kg CO ₂ /L	10,684.272

These emissions are associated with short-term construction activities and do not represent ongoing operational emissions.

Based on the current spreadsheet calculations, preliminary operational emissions are estimated at 10,684.272 tonnes CO₂ over the 20-year operating period. These emissions are associated with diesel-powered equipment and vehicles required for ongoing port operations. On an annualized basis, this is equivalent to approximately 534.214 tonnes CO₂ per year.

The preliminary estimate indicates that construction emissions are temporary and construction-related, while operational emissions are lower on an annual basis and associated with routine port activities. These estimates remain preliminary and will be refined as additional information becomes available regarding final construction sequencing, confirmed equipment types and duty cycles, operational energy requirements, and opportunities for emissions reduction.

6.5.3 Identification of Greenhouse Gas Mitigation Opportunities

The Project incorporates multiple opportunities to manage and reduce GHG emissions through design, construction planning, and operational controls. These measures are consistent with federal climate objectives and best practices for port and marine infrastructure development.

- **Design and Planning Measures**
 - Commitment to refine GHG emission inventories and reduction targets at the detailed design and/or Class B cost estimate milestone to align with federal net-zero pathways;
 - Evaluation of shore power and port electrification opportunities to reduce vessel auxiliary engine use;
 - Optimization of site layout to reduce material handling and equipment movement; and
 - Selection of durable materials to reduce long-term maintenance requirements.
- **Construction Phase Measures**
 - Use of well-maintained and appropriately sized equipment to improve fuel efficiency;
 - Scheduling practices to minimize idling and unnecessary equipment operation;
 - Coordination of material deliveries to reduce transportation-related emissions; and
 - Application of best management practices to reduce redundant equipment use.
- **Operational Phase Measures**
 - Evaluation of alternative energy and electrification opportunities for vessels at berth;
 - Use of energy-efficient lighting and equipment;
 - Operational controls to reduce idling and optimize vessel movements; and
 - Monitoring of fuel use and operational efficiency.
- **Adaptive Management**
 - GHG mitigation measures will be refined as the Project progresses, based on:
 - Detailed engineering design;
 - Updated emissions data;
 - Regulatory requirements; and
 - Advances in emissions-reduction technologies.

This adaptive approach supports continuous improvement and alignment with federal climate change objectives.

The Project incorporates a structured approach to emissions management, supported by industry standards, regulatory guidance, and ongoing refinement as design advances. No long-term or regionally significant increase in greenhouse gas emissions is anticipated as a result of the Project.

6.5.4 Climate Change Resilience

In addition to consideration of greenhouse gas emissions, the Project design will consider potential climate-related risks including sea-level rise, storm surge, extreme weather events, and changing marine conditions.

Engineering design will incorporate appropriate structural design standards and operational practices to maintain the resilience of marine infrastructure under future climate conditions. Consideration of climate resilience will be informed by federal guidance associated with the Strategic Assessment of Climate Change and other applicable engineering and infrastructure design standards.

6.6 (24) Project-Related Emissions and Wastes

During the construction phase, air emissions are expected to arise primarily from diesel-powered construction equipment, construction vehicles, and temporary material handling activities, as well as from localized dust generation. Potential interactions with water quality may occur through sediment-laden runoff associated with earthworks and in-water activities, and through the accidental release of fuels or lubricants. Solid wastes generated during construction are anticipated to consist primarily of construction debris, surplus materials, and packaging associated with site activities.

During the operation and maintenance phase, emissions are expected to be associated mainly with vessel movements, on-site equipment use, and routine port operations. Potential environmental interactions may include minor air emissions from vessel auxiliary engines, small-volume operational discharges, and wastes generated through ongoing maintenance activities. These interactions are consistent with those typically associated with established marine port operations.

When considered in the context of existing conditions and other past, present, and reasonably foreseeable activities in the area, the Project's emissions and waste streams are expected to contribute incrementally to cumulative environmental effects. However, these contributions are anticipated to be small in magnitude, localized in extent, and managed through the implementation of standard operational controls and mitigation measures. No measurable change to regional air quality, water quality, or waste management capacity is anticipated as a result of the Project.

Table 18 summarizes the anticipated emissions and waste streams associated with both the construction and operational phases of the Project and provides a summary of potential environmental effects and applicable management measures.

6.6.1 Construction Waste Management

Construction activities may generate waste materials including scrap metal, timber, packaging materials, and construction debris associated with removal of deteriorated marine infrastructure.

Waste materials will be segregated and managed in accordance with applicable provincial and federal waste management requirements. Where feasible, materials suitable for recycling will be directed to appropriate recycling facilities.

Any hazardous materials encountered during construction will be handled and disposed of in accordance with applicable regulatory requirements and industry best practices as outlined in the project Environmental Protection Plan (EPP).

6.6.2 Contaminants of Potential Concern

During both the construction and operational phases of a marine wharf, certain contaminants of potential concern (COPCs) may be introduced to the environment as a result of routine activities such as equipment operation, material handling, vessel movements, and maintenance activities. The identification and management of these COPCs are guided by applicable federal and provincial legislation, including:

- *Canadian Environmental Protection Act;*
- *Fisheries Act;*
- *Storage and Handling of Gasoline and Associated Products Regulations;*
- *Used Oil Control Regulations;* and
- *Environmental Control Water and Sewer Regulations.*

Potential COPCs associated with the Project are consistent with those typically encountered at marine and industrial port facilities.

Petroleum-related compounds, including benzene, toluene, ethylbenzene, and xylenes (BTEX), may be present in fuels and lubricants and can be released through equipment exhaust, fuel handling, or accidental spills. Polycyclic aromatic hydrocarbons (PAHs), which are formed during the combustion of fossil fuels, may also be present in association with construction equipment and vessel operations.

Petroleum hydrocarbon compounds (PHCs) may occur in soil or water as a result of minor spills or leaks during construction or operations. Tributyltin (TBT), historically used in marine antifouling coatings, may be present in sediments at some marine facilities and has the potential to affect aquatic organisms if disturbed. Volatile organic compounds (VOCs) may be released from fuels, solvents, coatings, and vessel emissions.

Table 18: Anticipated Emissions and Wastes during Construction and Operation and Maintenance

Project Component	Pathway of Effect	Contaminants or Parameters of Concern	Primary Management Instrument(s)	Monitoring and Response Measures
Wastewater and Runoff	Surface water contamination via site drainage	Suspended solids, hydrocarbons	Environment Protection Plan Waste Management Plan	Inspection of drainage controls
Fish and Fish Habitat Interaction	Direct mortality or habitat degradation from sedimentation/spills	Sediment, hydrocarbons	Environment Protection Plan Environmental Emergency Response Plan	Spill prevention and turbidity monitoring
Wildlife and Migratory Birds	Habitat avoidance or nesting disturbance due to noise/light	Noise, light, physical disturbance	Environment Protection Plan Wildlife Protection Procedures	Worker awareness and pre-clearing surveys
Marine Traffic and Navigation	Increased congestion, risk of vessel strikes and accidental releases, introduction of aquatic invasive species	Vessel displacement, interference with transit, hydrocarbons, bilge water	Marine Safety Procedures	Communication via Notices to Shipping
Climate-related Effects	Increased runoff or structural stress from extreme weather	Stormwater volume, flood frequency	Environment Protection Plan Design Controls	Drainage system monitoring

The identification of these COPCs informs the selection of appropriate mitigation, monitoring, and response measures. Management of these substances is addressed through the Project's Environmental Protection Plan, Waste Management Plan, and Environmental Emergency Response Plan. Where required, environmental site assessments and monitoring programs will be implemented to confirm that activities are conducted in accordance with applicable regulatory requirements and to minimize the potential for environmental effects.

Table 19 summarizes the primary contaminants of potential concern associated with the Project, the activities through which they may be introduced, and the corresponding environmental risks.

Table 19: Contaminants of Potential Concern

Contaminant of Potential Concern	Activity	Project Phase	Potential Environmental Risk
PHCs, VOCs, BTEX	Fuel handling, equipment operation, material storage	Construction, Operation and Maintenance, Decommissioning	Accidental release to soil or marine environment
VOCs	Infill and dredging activities	Construction, Decommissioning	Disturbance or release of contaminated sediments
PAHs, PHCs, TBT	Wharf construction and removal activities	Construction, Decommissioning	Release to land or water through improper handling or disturbance

Legend:

BTEX benzene, toluene, ethylbenzene, xylenes

PAHs polycyclic aromatic hydrocarbons

PHCs petroleum hydrocarbons compounds

TBT tributyltin

VOCs volatile organic compounds

6.6.3 Linked Construction Environmental Effect Pathways

The following subsections describe key environmental pathways relevant to construction and identify the primary management instrument(s) through which controls would be implemented.

6.6.3.1 Hazardous Materials and Waste Management

Hazardous materials associated with construction (e.g., fuels, lubricants, solvents, coatings) and wastes (hazardous and non-hazardous) will be managed through the EPP and the Waste Management Plan, supported by hazardous materials response procedures. These documents will describe storage, labelling, segregation, secondary containment where applicable, and off-site transport and disposal using licensed service providers, as required by the receiving facility and applicable regulations.

6.6.3.2

Surface Water Quality

Potential water quality interactions during construction are primarily associated with localized sediment disturbance during in-water works and stormwater runoff from active work areas. The EPP and BMP procedures will describe spill prevention/response measures and various components of onsite monitoring that will be employed throughout the construction and operations of the project. A site specific Erosion and Sediment Control Plan will also be prepared, outlining various techniques, including silt curtains, sediment containment booms and regular maintenance and monitoring, that will be employed throughout the project.

6.6.3.3

Airborne Emissions

Air emissions during construction are expected to be associated with diesel equipment exhaust and temporary dust generation from material handling and site traffic. BMPs may include equipment maintenance practices, idling reduction practices, and dust suppression measures when conditions support dust generation.

6.6.3.4

Noise and Vibration

Construction noise and vibration may occur from equipment operation, trucking, and marine works. Mitigation measures are expected to include standard construction practices such as scheduling of higher-noise activities, use of well-maintained equipment, and communication of planned disruptive activities where appropriate.

6.6.3.5

Light

Temporary lighting may be required for safety and operational reasons. Lighting controls may include directing lighting to active work areas, using shielding, and limiting nighttime lighting where schedule and safety allow.

6.6.3.6

Liquid Effluent and Site Runoff

Construction may generate site runoff and limited wastewater streams (e.g., equipment wash water if required). The EPP/BMP procedures will address runoff management, housekeeping, and sediment control measures to reduce the potential for sediment-laden discharges or contaminant transport to the marine environment.

6.6.3.7

Hazardous Liquid Waste

Hazardous liquid wastes (e.g., waste oils, lubricants, residues) will be managed through the Waste Management Plan and hazardous materials procedures, including containerization, segregation, secondary containment where applicable, inspection, and off-site transport to authorized facilities by licensed carriers.

6.6.3.8

Solid Non-Hazardous Waste

Non-hazardous wastes (e.g., wood, scrap metal, packaging, general debris) will be managed through the Waste Management Plan and BMPs, including waste segregation, storage in designated areas, recycling where available, and disposal through licensed service providers.

6.6.3.9

Solid Hazardous Waste

Solid hazardous wastes (e.g., oily absorbents, waste containers with residues, batteries, select coatings/solvents, potentially contaminated materials) will be managed through hazardous waste procedures in the Waste Management Plan, including labelling, segregation, appropriate storage, and off-site disposal via licensed carriers and authorized facilities.

6.6.3.10

Migratory Birds and Species at Risk

While the project area lacks critical habitat, construction activities create potential pathways for sensory disturbance and incidental take through noise, light, and physical presence. To mitigate these effects, the EPP will mandate that high-impact activities are scheduled to avoid sensitive timing windows where practicable. In cases of overlap, the project will implement pre-activity surveys, worker awareness training, and rigorous response procedures to ensure compliance with the Migratory Birds Convention Act and prevent the disturbance of active nests or local wildlife. To manage potential operational risks, the project will implement engineered mitigations such as directional lighting to minimize attraction, and adhere to standardized vessel transit protocols to reduce the likelihood of strikes or disturbance. Through these combined measures, non-negligible adverse impacts on migratory birds during project operations are not anticipated.

6.6.3.11

Fish and Fish Habitat

In-water works and land expansion will result in seafloor disturbance and the placement of fill. These stressors can increase turbidity and suspend sediments, potentially degrading water quality and smothering benthic habitat. To mitigate these risks, a site-specific Erosion and Sediment Control Plan will utilize measures such as silt curtains (where conditions allow) and controlled fill rates. The risk of accidental hydrocarbon releases from equipment will be managed through the EPP and EERP. The direct pathway of permanent habitat loss from infilling will be addressed through strict adherence to Best Management Practices and federal and provincial permit conditions, including any required fish habitat offsetting.

6.6.3.12

Hydrocarbon Release to Water

Hydrocarbon releases could occur from equipment leaks, refuelling activities, or vessel operations. Spill prevention and response procedures in the EPP/EERP will describe controls such as designated storage and handling areas, secondary containment where applicable, spill kits and response protocols, and reporting requirements.

6.6.3.13 Potential Causes of Resource Conflicts

Construction activities may temporarily increase vessel movements and require localized work zones for safety. Communication measures outlined under marine safety and navigation will support coordination with port users and stakeholders during active construction periods.

6.6.3.14 Climate Change Considerations

Climate-related considerations relevant to construction include precipitation intensity, storm events, and stormwater management. These considerations will be addressed through detailed design and construction planning and reflected in stormwater controls and operational procedures where applicable (EVPC, 2025).

6.6.3.15 Construction Environmental Effect Pathways Summary

Construction-related environmental effects are well understood and are consistent with those typically associated with marine infrastructure rehabilitation projects. The Project's EPP and supporting management documents provide a structured framework for identifying potential environmental effects, associated pathways, and appropriate mitigation and response measures during construction.

Table 20 summarizes below the anticipated environmental effects, associated pathways, contaminants of potential concern, and the corresponding management and monitoring measures applicable to the construction phase of the Project. The mitigation and monitoring measures described are intended to limit potential effects to the immediate Project area, support effective response to unplanned events, and facilitate compliance with applicable regulatory requirements (EVPC, 2025).

Table 20: Summary of Construction-Phase Environmental Effects, COPCs, Management and Triggers/Thresholds

Environmental Effect/Pathway	Contaminants of Potential Concern (COPCs)	Primary Management Instrument(s)	Monitoring and Response Measures	Triggers and Thresholds for Adaptive Management
Fuel and hazardous material handling	PHCs, VOCs, BTEX	Environmental Protection Plan (EPP); Waste Management Plan (WMP); Hazardous Materials Response and Training Plan	<ul style="list-style-type: none"> • Inspection of fuel storage and handling areas • Spill prevention measures • Spill response procedures and reporting 	Trigger: Discovery of any visible sheen on water, soil staining, or evidence of a leak/breach in primary containment.
In-water works and sediment disturbance	Suspended sediments, metals, PAHs	EPP; BMPs	<ul style="list-style-type: none"> • Visual monitoring of turbidity • Sediment and erosion control measures • Adaptive work practices if excessive sedimentation observed 	Threshold: Turbidity increase >8 NTU above background (short-term/24-hour period) or average increase of 2 NTU (long-term/30-d period) based on CCME guidelines; or any visible plume extending >100m from the work area.
Marine vessel operations	PHCs, VOCs	EPP; Marine Safety Procedures	<ul style="list-style-type: none"> • Coordination with port users • Navigation controls • Spill response readiness 	Trigger: Unauthorized vessel entry into the active construction safety zone; or weather conditions exceeding safe berthing limits.
Construction equipment emissions	NOx, SO ₂ , PM, CO ₂	EPP; BMPs	<ul style="list-style-type: none"> • Equipment maintenance • Dust suppression where required • Visual monitoring 	Threshold: Visible dust crossing the property boundary; or equipment idling exceeding 5 minutes (except for safety/weather requirements).
Noise and vibration	Noise, underwater sound	EPP	<ul style="list-style-type: none"> • Scheduling controls • Use of well-maintained equipment • Monitoring during in-water works 	Threshold: Underwater sound levels exceeding 160 dB re 1 µPa (mammal disturbance threshold); or terrestrial noise exceeding local by-laws.
Lighting during construction	Artificial light	EPP; BMPs	<ul style="list-style-type: none"> • Directional lighting • Reduced nighttime lighting where practicable 	Trigger: Direct glare reported by marine navigators or nearby residents; or identified impacts on migratory bird behavior.

Environmental Effect/Pathway	Contaminants of Potential Concern (COPCs)	Primary Management Instrument(s)	Monitoring and Response Measures	Triggers and Thresholds for Adaptive Management
Surface runoff and effluent	Sediment, hydrocarbons	EPP;; Erosion and Sediment Control Measures	<ul style="list-style-type: none"> • Inspection of runoff controls • Maintenance of sediment barriers • Visual monitoring during precipitation events 	Trigger: Failure or bypass of silt fencing/barriers; or pH levels of discharged runoff outside the 6.5–9.0 range.
Hazardous liquid waste	Fuels, oils, solvents	WMP; Hazardous Materials Plan	<ul style="list-style-type: none"> • Secondary containment • Use of licensed transporters • Documentation of waste handling 	Threshold: Storage containers reaching 80% capacity; or identification of non-compliant waste segregation.
Solid non-hazardous waste	Construction debris	WMP	<ul style="list-style-type: none"> • Waste segregation • Recycling where available • Regular removal 	Trigger: Accumulation of waste exceeding designated storage area footprints or signs of wind-blown debris leaving the site.
Solid hazardous waste	Contaminated materials, absorbents, batteries	WMP; Hazardous Materials Plan	<ul style="list-style-type: none"> • Labeling and segregation • Approved storage and disposal 	Trigger: Any unlabeled or improperly stored hazardous material; or discovery of unauthorized hazardous waste in general bins.
Fish and fish habitat interaction – Habitat Loss, Degradation and Sedimentation	Sediment, hydrocarbons	EPP; EERP; BMPs	<ul style="list-style-type: none"> • Spill prevention and response • Sediment control • Coordination with regulators as required 	Trigger: Observed fish mortality or "stranding" within work areas; or the start of the DFO restricted activity timing window.
Migratory birds/wildlife	Disturbance, lighting, noise	EPP; Wildlife Protection Procedures	<ul style="list-style-type: none"> • Worker awareness • Avoidance measures 	Trigger: Discovery of an active nest or a Species at Risk (SAR) within the designated 30m buffer/work zone.
Hydrocarbon spill risk	Diesel, lubricants	EERP; Spill Response Plan	<ul style="list-style-type: none"> • Spill kits on site • Trained personnel • Incident reporting 	Trigger: Any release of hydrocarbons to the marine environment or a land-based spill exceeding 70L must be reported.

Environmental Effect/Pathway	Contaminants of Potential Concern (COPCs)	Primary Management Instrument(s)	Monitoring and Response Measures	Triggers and Thresholds for Adaptive Management
Potential resource conflicts	Vessel traffic, noise	Marine Safety Procedures	<ul style="list-style-type: none"> • Communication with port users • Scheduling and coordination 	Trigger: Receipt of a formal complaint from a regional port user or commercial harvester regarding access interference.
Climate-related effects	Stormwater, extreme weather	EPP; Design Controls	<ul style="list-style-type: none"> • Drainage management • Adaptive construction practices 	Trigger: Environment Canada Weather Impact Guide (e.g., Extreme rating may require site securement.)

Notes:

BMPs – Best Management Practices
 BTEX – Benzene, Toluene, Ethylbenzene, and Xylenes
 CO₂ – Carbon Dioxide
 EERP – Environmental Emergency Response Plan
 EPP – Environmental Protection Plan
 NO_x – Nitrogen Oxides
 PAHs – Polycyclic Aromatic Hydrocarbons
 PHCs – Petroleum Hydrocarbons
 PM – Particulate Matter
 SO₂ – Sulphur Dioxide
 VOC(s) – Volatile Organic Compounds
 WMP – Waste Management Plan

6.6.4 Potential Environmental Impacts, Accidents and Malfunctions during Construction

Construction of the Project has the potential to result in localized environmental effects and accidental or unplanned events typical of marine infrastructure rehabilitation. Potential effects are associated with construction activities such as material handling, equipment operation, in-water works, and marine vessel movements.

Environmental risk management during construction will be guided by the Port Environmental Protection Plan (EPP), which will be developed prior to construction and implemented throughout the construction period. The EPP provides the overarching framework for identifying environmental risks, implementing mitigation measures, and documenting applicable regulatory requirements (EVPC, 2025).

The EPP will be supported by project-specific management plans and procedures, including:

- Environmental Health and Safety Plans (EHS);
- Environmental Emergency Response Plans (EERP);
- Waste Management Plans (WMP);
- Hazardous Materials Response and Training procedures; and
- Construction Best Management Practices (BMPs).

These instruments address environmental protection, incident response, waste handling, spill prevention, and worker safety, and are intended to support implementation of applicable provincial and federal requirements (EVPC, 2025).

6.6.4.1 Accidents and Malfunctions

Potential accidents and malfunctions during construction may include:

- Accidental releases of fuels, lubricants, or hydraulic fluids from construction equipment;
- Sediment disturbance during in-water works or material placement;
- Improper handling or storage of construction materials or wastes;
- Marine vessel incidents within the active construction area; and
- Weather-related events affecting construction activities or navigation.

The EERP and hazardous materials response procedures will describe spill response, emergency notification, personnel training, and coordination with relevant authorities, including protocols for containment, recovery, reporting, and follow-up (EVPC, 2025).

6.6.4.2 Marine Safety and Navigation

Construction activities will occur within an active industrial port environment. Marine safety procedures will be implemented in coordination with relevant authorities and port users. Measures may include communication of construction schedules and work zones, establishment of temporary safety areas where required, and use of navigation aids or notices to mariners as appropriate (EVPC, 2025).

6.6.4.3 Environmental Monitoring and Compliance

Environmental monitoring will be undertaken during construction to verify implementation of mitigation measures and identify issues requiring corrective action. Monitoring activities may include:

- Visual inspections of construction areas and shoreline work zones;
- Inspection and maintenance checks of erosion and sediment controls;
- Inspection of fuel storage and handling areas; and
- Documentation of incidents, corrective actions, and follow-up actions.

Environmental performance will be documented in accordance with regulatory requirements and project procedures, and corrective actions will be recorded through established reporting processes (EVPC, 2025).

6.6.5 Potential Environmental Impacts, Accidents and Malfunctions during Operation

Following completion of construction, Project operations will include the use of the infilled lands for port-related activities, operation of a marginal wharf, and accommodation of marine vessels associated with cargo handling, transshipment, and offshore support activities. Operational activities may result in localized environmental interactions typical of industrial port facilities, including vessel movements, material handling, and routine site operations.

Potential environmental effects and accidental events during operations are expected to be managed through the Port's existing operational procedures and emergency response framework. The Port maintains an Emergency Procedures and Response Plan (Appendix G), which provides the overarching structure for responding to incidents that may occur during port operations. This plan addresses, among other scenarios:

- Fire or explosion involving vessels or port infrastructure;
- Vessel collisions or grounding events;
- Marine pollution incidents;
- Hazardous material releases;
- Fires involving buildings or stored materials;
- Transportation-related incidents within port limits;

- Severe weather events (e.g., high winds, storm surge);
- Electrical failures; and
- Incidents occurring at privately operated wharves within port limits.

The Port will continue to maintain and update this plan as operations evolve and as additional project-specific procedures are developed. Supporting management instruments may include Environmental Health and Safety Plans, EERPs, and BMPs, which collectively provide operational controls for environmental protection, emergency preparedness, and regulatory compliance.

6.6.5.1 Airborne Emissions

Operational air emissions are primarily associated with vessel activity, auxiliary engine use while vessels are at berth, and vehicle traffic within the port area. These emissions may include nitrogen oxides (NO_x), sulphur dioxide (SO₂), particulate matter (PM), and greenhouse gases.

To address potential air quality effects, the Port is undertaking a port electrification assessment to evaluate opportunities for shore power and other measures that may reduce vessel emissions while alongside. This assessment will inform future operational improvements and emission-reduction opportunities.

Mitigation measures may include:

- Evaluation of shore power feasibility for vessel connections;
- Operational practices that reduce idling; and
- Maintenance of port infrastructure to support efficient vessel operations.

6.6.5.2 Noise and Light Emissions

Operational noise may be generated by vessel movements, cargo handling, and equipment operation. Light emissions may result from nighttime operations and security lighting.

Noise and lighting will be managed through operational controls consistent with federal and provincial regulatory expectations and port best practices. Measures may include:

- Use of equipment that meets applicable noise standards;
- Scheduling of higher-noise activities during daytime hours where feasible;
- Use of directional and shielded lighting to limit light spill; and
- Application of lighting levels consistent with safety and navigation requirements.

Noise and lighting considerations are also relevant to wildlife and community receptors. Where applicable, operational practices will be adjusted to reduce disturbance, particularly during sensitive periods for wildlife.

6.6.5.3 Marine Traffic and Navigation

Operational activities will result in increased vessel movements within the port area. Marine traffic is managed under federal legislation, including the *Canada Shipping Act, 2001*, and through coordination with relevant authorities.

To manage navigational safety and environmental risk, the Port will:

- Maintain vessel traffic coordination procedures;
- Communicate operational schedules to port users;
- Implement navigational controls and safety zones as required; and
- Coordinate with Transport Canada and other authorities regarding marine safety.

These measures are intended to reduce the likelihood of collisions, spills, or navigational conflicts during routine operations.

6.6.5.4 Liquid Effluent and Operational Discharges

Operational activities may generate limited volumes of liquid effluent, including stormwater runoff and vessel-related discharges. These discharges have the potential to contain sediments or trace contaminants if not properly managed.

Operational controls may include:

- Compliance with applicable ballast water and bilge water management requirements;
- Implementation of runoff management and drainage controls;
- Coordination with regulatory agencies regarding effluent management requirements; and
- Inspection and maintenance of infrastructure to minimize the potential for uncontrolled discharges.

Effluent management practices will be aligned with applicable federal and provincial requirements and informed by site-specific conditions.

6.6.5.5 Hazardous Materials and Waste Management

Hazardous materials associated with operations may include fuels, lubricants, solvents, and other industrial products. These materials will be managed in accordance with the Port's operational procedures and applicable regulatory requirements.

Measures may include:

- Controlled storage with secondary containment, where applicable;
- Use of approved containers and labelling;
- Spill prevention and response procedures;
- Use of licensed waste transporters and approved disposal facilities; and
- Training of personnel in handling and emergency response procedures.

6.6.5.6 Fish and Fish Habitat

Operational activities may interact with the marine environment through vessel movements and potential accidental releases. These interactions are managed through spill prevention measures, navigation controls, and emergency response procedures.

The Port will continue to coordinate with DFO, as required, to confirm that operational practices remain consistent with protection of fish and fish habitat under applicable legislation.

6.6.5.7 Aquatic Invasive Species

Operational vessel activity and marine construction or maintenance support activities have the potential to introduce or spread aquatic invasive species through vessel-related pathways, including ballast water, bilge water, biofouling on hulls and submerged surfaces, and the mobilization of barges, floating work platforms, anchors, fenders, mooring lines, or other equipment that has been used in other waterbodies. Ballast water and biofouling are recognized pathways for the movement of aquatic invasive species associated with marine transportation (Transport Canada, 2022; International Maritime Organization [IMO], 2023).

Measures may include:

- Compliance with applicable ballast water management requirements under the Ballast Water Regulations;
- Prohibition of unauthorized ballast water, bilge water, sediment, or biological material discharge within the Project area;
- Inspection of barges, floating work platforms, and submerged or intermittently submerged equipment prior to mobilization, where appropriate;
- Cleaning of equipment prior to mobilization where visible biological material is present and where cleaning can be completed in a manner that prevents release to the receiving environment;
- Management of vessel biofouling in accordance with applicable federal and international guidance;
- Maintenance of ballast water records, where required; and
- Inclusion of aquatic invasive species prevention measures in the Project EPP and contractor environmental requirements.

With implementation of applicable ballast water, bilge water, biofouling, equipment inspection, and cleaning measures, the potential for the Project to introduce or spread aquatic invasive species is expected to be managed through standard vessel and port environmental controls.

6.6.5.8 Resource Use and Potential Conflicts

Operational vessel traffic and port activities may interact with other marine users, including commercial and recreational vessels. To manage potential conflicts, the Port will continue to:

- Communicate operational schedules;
- Coordinate with marine users and regulatory agencies; and
- Apply navigation safety measures to reduce interference with other users.

6.6.5.9 Climate Change Considerations

Operational planning considers climate-related factors such as increased storm intensity, sea level rise, and changes in precipitation patterns. These considerations inform infrastructure design, drainage capacity, and operational planning.

Adaptive management approaches will be applied as operational experience is gained and climate-related data continue to evolve.

6.6.5.10 Operations Environmental Effect Pathways Summary

Operational environmental effects associated with the Project are consistent with those typically associated with marine port activities and ongoing vessel operations. Potential effects arise from routine port functions such as vessel movements, equipment use, material handling, and maintenance activities.

Environmental risk management during operations will be guided by the Port's EPP and supporting operational management documents, which together provide a structured framework for identifying potential environmental effects, associated pathways, and appropriate mitigation and response measures.

Table 21 summarizes the anticipated environmental effects, associated pathways, contaminants of potential concern, and the corresponding management and monitoring measures applicable to the operational phase of the Project. The mitigation and monitoring measures described are intended to limit potential effects to the immediate port area, support timely response to unplanned events, and facilitate compliance with applicable regulatory requirements (EVPC, 2025).

Table 21: Summary of Operational Environmental Effects, Pathways, and Management Measures

Environmental Effect/ Pathway	Contaminants of Potential Concern (COPCs)	Primary Management Instrument(s)	Monitoring and Response Measures
Air emissions from vessel and equipment operations	NO _x , SO ₂ , PM, CO ₂	EPP; Port Operations Procedures; Port Electrification Study	<ul style="list-style-type: none"> • Equipment and vessel operational controls • Evaluation of shore power feasibility • Visual monitoring
Noise and vibration	Operational noise, underwater noise	EPP	<ul style="list-style-type: none"> • Scheduling of activities • Equipment maintenance • Monitoring during sensitive periods
Light emissions	Artificial lighting	EPP; BMPs	<ul style="list-style-type: none"> • Directional lighting • Reduced nighttime lighting where practicable
Marine traffic and navigation	Vessel interactions, collision risk	Marine Safety Procedures; Emergency Response Plan	<ul style="list-style-type: none"> • Vessel coordination • Navigation protocols • Emergency preparedness
Liquid effluent and runoff	Sediment, hydrocarbons	EPP; Drainage Controls	<ul style="list-style-type: none"> • Inspection of drainage systems • Runoff control measures
Hazardous materials management	Fuels, oils, lubricants	WMP; Hazardous Materials Plan	<ul style="list-style-type: none"> • Secondary containment • Licensed waste transport • Recordkeeping
Solid non-hazardous waste	General operational waste	WMP	<ul style="list-style-type: none"> • Waste segregation • Recycling where available
Solid hazardous waste	Contaminated materials, absorbents	WMP; Hazardous Materials Plan	<ul style="list-style-type: none"> • Approved storage • Off-site disposal
Fish and fish habitat interaction	Sediment, hydrocarbons	EPP; EERP	<ul style="list-style-type: none"> • Spill prevention • Response procedures • Regulatory coordination
Marine Environment/ Fish and fish habitat interaction	Aquatic invasive species, biological material, ballast water, bilge water, sediment	EPP; Marine Safety Procedures; Ballast Water Management Requirements	<ul style="list-style-type: none"> • Compliance with applicable ballast water requirements • Prohibit unauthorized discharge of ballast water, bilge water, sediment, or biological material • Regular inspection and review of applicable records.

Environmental Effect/ Pathway	Contaminants of Potential Concern (COPCs)	Primary Management Instrument(s)	Monitoring and Response Measures
Migratory birds/ wildlife	Noise, lighting disturbance	EPP; Wildlife Procedures	<ul style="list-style-type: none"> • Lighting controls • Worker awareness
Hydrocarbon spill risk	Fuel, lubricants	EERP; Spill Response Plan	<ul style="list-style-type: none"> • Spill kits • Trained responders • Incident reporting
Resource use conflicts	Vessel traffic, noise	Marine Safety Procedures	<ul style="list-style-type: none"> • Scheduling coordination • Communication with users
Climate-related effects	Storm surge, runoff, extreme weather	Design Controls; Adaptive Management	<ul style="list-style-type: none"> • Drainage design • Infrastructure resilience
Air emissions from vessel and equipment operations	NO _x , SO ₂ , PM, CO ₂	EPP; Port Operations Procedures; Port Electrification Study	<ul style="list-style-type: none"> • Equipment and vessel operational controls • Evaluation of shore power feasibility • Visual monitoring
Noise and vibration	Operational noise, underwater noise	EPP	<ul style="list-style-type: none"> • Scheduling of activities • Equipment maintenance • Monitoring during sensitive periods

Notes:

BMPs – Best Management Practices
 CO₂ – Carbon Dioxide
 EERP – Environmental Emergency Response Plan
 EPP – Environmental Protection Plan
 NO_x – Nitrogen Oxides
 PAHs – Polycyclic Aromatic Hydrocarbons
 PHCs – Petroleum Hydrocarbons
 PM – Particulate Matter
 SO₂ – Sulphur Dioxide
 VOC(s) – Volatile Organic Compounds
 WMP – Waste Management Plan

6.7 Planned Environmental Studies and Permitting

The Project requires an appropriate level of analysis of existing environmental, socio-economic, and cultural conditions at and adjacent to the PDA, commensurate with the scope of a wharf rehabilitation within a long-established industrial port setting. To support early planning and development of this IPD, desktop reviews of available information have been completed, including review of topographic mapping, aerial imagery, ecological and species databases, government publications, and relevant regional and site-specific studies.

Desktop studies completed to date include:

- A benthic habitat study which includes sediment characterization;
- an environmental screening of species at risk within a 5 km radius of the PDA; and
- a geotechnical investigation.

The results of the geotechnical investigation will be used to confirm final design approaches and to determine whether any limited dredging, seabed preparation, or sediment management is required as part of construction. If additional in-water works be identified during detailed design, any necessary supplementary studies and permits will be scoped in consultation with regulators.

An underwater habitat survey has been completed within the marine portions of the PDA. This will focus on confirming baseline conditions within the historically disturbed harbour environment, including the presence and extent of fish habitat features such as substrate coverage and macroflora coverage and density. Results of this survey will inform the identification of appropriate avoidance, mitigation, and, if required, offsetting measures.

Based on the findings of the underwater habitat survey and Project design details, a Project-specific Request for Review (RfR) package will be prepared and submitted to DFO to determine the need for authorization under the *Fisheries Act*. In parallel, an application under the *Canadian Navigable Waters Act* (CNWA) will be submitted to Transport Canada, as required, to address potential effects on navigation.

Although a provincial environmental assessment is not required for the Project, a Permit to Alter a Body of Water application will be prepared and submitted to the NL Department of Environment and Climate Change - Water Resources Management Division (NLDECC-WRMD) prior to construction, as applicable.

Engagement and consultation with Indigenous communities and organizations will continue throughout the permitting process and will be led by the relevant regulatory authorities. EVPC will support and participate in these processes, as required, to maintain regulatory compliance and transparent communication.

7.0 (25) Part F: Summary

Plain language summaries in both French and English have been submitted separately as part of the IPD.

Closing

This Initial Project Description was prepared by Dillon Consulting Limited (Dillon) on behalf of Exploits Valley Port Corporation (EVPC). Dillon has used the degree of care and skill ordinarily exercised under similar circumstances at the time the work was performed by reputable members of the environmental consulting profession practicing in Canada. Dillon assumes no responsibility for conditions which were beyond its scope of work. There is no warranty expressed or implied by Dillon.

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Sincerely,

DILLON CONSULTING LIMITED

<original signed by>

Matt Gosse, B.Sc.
Project Manager, Associate

9.0

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Appendix A

Divestiture Agreement

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AGREEMENT TO TRANSFER

RDIMS # 8907277

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AGREEMENT TO TRANSFER

THIS AGREEMENT made in duplicate as of the 12 day of February, 2014.

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

OF THE FIRST PART

AND: **EXPLOITS VALLEY PORT CORPORATION**, a corporation
duly incorporated under the laws of the Province of Newfoundland
and Labrador and having its head office at Botwood,
Newfoundland and Labrador. ("Port Operator"),

OF THE SECOND PART

WHEREAS Her Majesty desires to implement the National Marine Policy which, in part, provides for the transfer of regional/local ports to local entities;

AND WHEREAS the Port Operator is desirous of completing a transfer of the port located at Botwood, Newfoundland and Labrador, with a view to providing services that are more cost effective, local operations that are more responsive to local needs, and levels of service that more closely match local demands;

AND WHEREAS the Port Operator has provided the Minister with a Letter of Intent dated the 24th day of September, 2007, recognizing that further discussions and negotiations would have to take place before an agreement for such a transfer could be made;

AND WHEREAS the parties have concluded such negotiations and discussions;

AND WHEREAS the Port Operator wishes to assume, on its own behalf and not on behalf of Her Majesty, the Operation of the Port of Botwood, Newfoundland and Labrador;

AND WHEREAS, after the Transfer Date, Her Majesty has and will retain regulatory authority and enforcement powers with respect to standards of safety and security for the marine industry and traveling public at ports in Canada;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Agreement:

“Agreement” means this Agreement to Transfer, and includes the documents attached as Appendices “A” to “G”, inclusive, which form an integral part of this Agreement as fully as if they were set forth in their entirety;

“Agreement re Environmental Reports” means the document referred to in Section 2.02 when executed and delivered;

“Applicable Environmental Laws” means all federal and provincial environmental laws of general application in the Province of Newfoundland and Labrador respecting environmental matters, as those laws apply to the Port Operator or the Port or Her Majesty. In the event of conflict of laws, the highest standard shall be met;

“Assignment, Assumption and Indemnity Agreement” means the document referred to in Section 2.02 when executed and delivered;

“Bill of Sale” means the document referred to in Section 2.02 when executed and delivered;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador;

“Canadian Inspection Services” means inspection services as provided by legislation of the CIS Departments including the act of collecting revenue and of receiving, controlling, examining, interviewing, searching, detaining, removing and clearing conveyances, travelers and goods entering, departing or transiting Canada;

“Chattels” means items of tangible personal property (other than Consumable Stock) which are used for the Operation of the Port;

“CIS Departments” means those departments or agencies of Her Majesty or any successor department or agency which provide Canadian Inspection Services at Canadian ports and includes:

- (a) Agriculture and Agri-Food Canada;
- (b) Canada Border Services Agency;
- (c) Canada Revenue Agency;
- (d) Citizenship and Immigration Canada;

- (e) Health Canada;
- (f) Public Safety Canada; and
- (g) Transport Canada.

“Closing” means the execution and delivery of the Instruments listed in Section 2.02 of this Agreement and the concurrent delivery of other documents as agreed between the parties;

“Closing Date” means the 4th day of the month of March, 2014, or such other date as the Minister and the Port Operator may agree as the date on which the Closing shall take place subject to the release of the reversionary clauses attached to the Port Lands or a portion thereof;

“Consumable Stock” means consumables which are used for the Operation of the Port;

“Contaminant” means any substance, howsoever defined in any Applicable Environmental Laws, which is hazardous to persons, animals or plants and which affects the soil of or the water (including sediment) in, on, over or under the Port Lands or any Port Facilities;

“Contribution Agreement” means the document referred to in Section 2.02 when executed and delivered;

“Costs” means all expenses, losses, charges and payments relating to an event and including any professional, consultant and legal fees (on a “solicitor and his own client” basis) of professionals and consultants retained by a party hereto;

“Damages” means any loss, cost or damage including, but not limited to direct, indirect, incidental, special, exemplary, consequential or otherwise, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors or buyers, diminution in value of the Port or any part thereof, inability to use any part of the Port and Costs;

“Disclosure of Information Agreement” has the meaning set out in Subsection 15.01.02;

“Existing Expenditure Agreement” means any contract, agreement or arrangement whatsoever existing between Her Majesty and any other Person on the Closing Date whereby the other Person:

- (a) has agreed to supply any service or any goods or materials for the Operation of the Port; or

(b) has agreed to construct any building, structure, improvement or other fixture on any part of the Port Lands;

and whether or not such contract, agreement or arrangement is listed in Schedule "B" to the Assignment, Assumption and Indemnity Agreement referred to in Section 2.02 when executed and delivered;

"Existing Facilities" means any wharf, dock, pier, float, dolphin, berthing or mooring facility, breakwater, building, structure, improvement, infrastructure, facility and utility located on, in, over, under or through the Port Lands which is owned by Her Majesty immediately prior to the Transfer Date, and all pavement, landscaping and fixtures associated therewith;

"Existing Revenue Agreement" means any lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or any other arrangement whatsoever existing between Her Majesty and any other Person on the Closing Date whereby Her Majesty has granted a right to occupy or use the whole or any part of the Port whether or not such lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or arrangement is listed in Schedule "A" to the Assignment, Assumption and Indemnity Agreement referred to in Section 2.02 when executed and delivered;

"Instruments" means the documents listed in Section 2.02 when executed and delivered;

"Instrument of Grant" means the document referred to in Section 2.02 when executed and delivered;

"Minister" means the Minister of Transport or any person authorized in writing to act on the Minister's behalf;

"Navigation Aids" means

- (a) light houses, light ships, floating and other lights, lanterns and other signals, buoys and beacons, radio aids to marine navigation, anchors and landmarks acquired, constructed, repaired, maintained, improved, erected, placed or laid down for the greater security and facility of marine navigation, and
- (b) any equipment or special electrical distribution cables required to bring electrical power to or to operate any aids contemplated in Paragraph (a) of this definition;

“Operate” or “Operation” means to carry out or cause to be carried out in an active, diligent and continual basis and at minimum, the activities described in Schedule “A” to the Operating Agreement;

“Operating Agreement” means the document referred to in Section 2.02 when executed and delivered;

“Operating Period” means the period during which the Port Operator agrees to Operate the Port as more particularly described in Subsection 3.01.01 of the Operating Agreement;

“Option to Purchase” means the document referred to in Section 2.02 when executed and delivered;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted;

“Port” means the Port Lands, including the Port Facilities;

“Port Facilities” means Existing Facilities and includes those facilities described in Schedule “C” to the Operating Agreement;

“Port Lands” means all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Town of Botwood, in the Electoral District of Exploits, in the Province of Newfoundland and Labrador as more particularly described in Schedule “B” to the Operating Agreement;

“Port Operator’s Solicitor” means a Person who is appointed by the Port Operator, is qualified to practice law and is actively practicing law in the Province of Newfoundland and Labrador;

“Remedial Work” means any work required under the Applicable Environmental Laws to remedy an adverse environmental condition caused by the existence of a Contaminant affecting the soil or the water (including sediment) in, on, over or under the Port;

“Report” means the

Baseline Environmental Assessment of Transport Canada’s Real Property and Public Harbour of Botwood, Newfoundland. Botwood, NL, Fracflow Consultants Ltd, August, 1996;

Marine Sediment Quality Report, Federal Public Harbour of Botwood. Botwood, NL. Transport Canada, May 1999;

Harbour Sediment and Ecological Risk Assessment. Botwood Harbour, Botwood, NL. Jacques Whitford Environment Limited (JWEL), April 2000;

Preliminary Quantitative Ecological Risk Assessment. Botwood Harbour, Botwood, NL. Jacques Whitford Environment Limited, March 2002;

Inventory of Public Port and Port Facility Outfalls, Various Locations, NL, SNC Lavalin, 2004 (small excerpt in report);

Marine Sediment Sampling/Bioavailability, Study at Botwood Harbour, NL. LGL Limited, October 2004;

Evaluation of Metals Bioavailability in Botwood Harbour, NL and Potential Ecological Impacts. Botwood, NL. Cantox Environmental, May 2005;

Bottom Sediment and Upland Sampling, Various Ports, NL. AFN Engineering, August 2005 (small excerpt in report);

Soil Sampling Program, Botwood Harbour Upland Property, Botwood, NL. AMEC February 2010;

Screening Level Human Health Risk Assessment, Botwood Harbour, Botwood, NL. AMEC March 2010;

Sediment Sampling Program, Botwood Public Harbour, Botwood, NL. AMEC April 2010;

Sediment and Fish Sampling Program and Human Health Risk Assessment, Botwood Harbour, NL, AMEC March 2011;

Harbour Sediment Sampling Program, Botwood Public Harbour, Botwood, NL, CBCL February 2012; and

Marine Sediment Sampling at the Former Abitibi Waterlot, Botwood, NL. Dillon Consulting, January 2013;

“Transfer Date” means the day immediately following the Closing Date commencing at 00:00 hours; and

“Transition Period” means the period between the execution of this Agreement and the Closing Date.

ARTICLE 2 – UNDERTAKINGS

Section 2.01 Operation of Port

2.01.01 The parties agree that as of the Transfer Date:

- (a)** Her Majesty shall vacate and cease to Operate the Port; and
- (b)** the Port Operator shall take possession of and Operate the Port on its own behalf and not on behalf of Her Majesty for the duration of the Operating Period, in accordance with the Operating Agreement, any other agreement between the parties regarding the Port and applicable law.

2.01.02 Subject to any other agreement which the parties may make regarding the Port or navigable waters adjacent to the Port, nothing in this Agreement precludes Her Majesty from continuing, on or after the Transfer Date, to carry on or cause to be carried on at the Port or navigable waters adjacent to the Port, governmental functions including, without limitation:

- (a)** functions relating to marine navigation and traffic control, including functions relating to Navigation Aids administered by the Department of Fisheries and Oceans (Canadian Coast Guard) or any successor department or agency;
- (b)** certain protective policing functions, particularly as they relate to marine security and the prevention of terrorism;
- (c)** Canadian Inspection Services;
- (d)** functions relating to inspection and security for which the Department of Transport is responsible, or any successor department or agency; and
- (e)** the enforcement of law.

Section 2.02 Closing

2.02.01 The parties undertake to deliver, on the Closing Date, each of the following documents duly executed by the parties:

- (a)** Instrument of Grant, in the form attached as Appendix “A”;
- (b)** Bill of Sale (regarding Chattels and Consumable Stock), in the form attached as Appendix “B”;

- (c) **Operating Agreement, in the form attached as Appendix "C";**
- (d) **Assignment, Assumption and Indemnity Agreement, in the form attached as Appendix "D";**
- (e) **Option to Purchase, in the form attached as Appendix "E";**
- (f) **Contribution Agreement, in the form attached as Appendix "F";**
and
- (g) **Agreement re Environmental Reports, in the form attached as Appendix "G".**

2.02.02 Each party shall, at any time, and from time to time, take any and all steps, and execute and deliver any and all further documents and assurances as the other party may reasonably request to carry out the provisions of this Agreement.

2.02.03 The transfer of title to the Port Lands shall be by way of an Instrument of Grant prepared by Her Majesty, as set out in Appendix "A", and the parties agree that there are no representations, warranties, collateral agreements or conditions relating to the title of the Port except as specified in this Agreement.

ARTICLE 3 – CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent to Her Majesty's Obligations

3.01.01 The obligations of Her Majesty under this Agreement are subject to the satisfaction of or compliance with the following conditions precedent:

- (a) **Truth and Accuracy of Representations and Warranties at Closing Date.** All of the written representations and warranties of the Port Operator made in this Agreement, and in any other agreement or certificate made or delivered pursuant to this Agreement, including the representations and warranties made by the Port Operator as set forth in Subsection 4.01.01, are true and correct at and as of the Closing Date and with the same effect as if made at and as of the Closing Date. On the Closing Date, the Port Operator shall provide Her Majesty with the following:
 - (i) a certificate of a knowledgeable and authorized officer of the Port Operator setting out the representations or warranties made by the Port Operator in Paragraphs 4.01.01 (a) to (i) inclusive and certifying that they are true and correct at and as of the Closing Date; and

(ii) a legal opinion from the Port Operator's Solicitor in a form and content satisfactory to the Minister to the effect that all representations and warranties made by the Port Operator as set out in Paragraphs 4.01.01 (a) to (i) inclusive are true and correct at and as of the Closing Date. In providing such legal opinion, the Port Operator's Solicitor may rely upon the certificate of a knowledgeable and authorized officer of the Port Operator with respect to any matter of fact.

(b) **Funds on Closing.** On the Closing Date, the Port Operator shall deliver to Her Majesty a certified cheque payable to the order of the Receiver General for Canada in an amount sufficient to cover any amount due and payable by the Port Operator to Her Majesty on the Closing Date under this Agreement or any other agreement made pursuant to this Agreement.

Section 3.02 Acknowledgment

3.02.01 The parties acknowledge that each of the conditions precedent set out in Subsection 3.01.01 is for the exclusive benefit of Her Majesty and may be waived in writing by the Minister in whole or in part.

Section 3.03 Conditions Precedent to the Port Operator's Obligations

3.03.01 The obligations of the Port Operator under this Agreement are subject to the satisfaction of or compliance with all of the following conditions precedent:

(a) **Truth and Accuracy of Representations and Warranties at Closing Date.** All of the written representations and warranties of Her Majesty made in this Agreement, and in any other agreement or certificate made or delivered under this Agreement, including the representations and warranties made by Her Majesty as set forth in Subsection 4.02.01, are true and correct at and as of the Closing Date and with the same effect as if made at and as of the Closing Date. On the Closing Date, Her Majesty shall provide the Port Operator with a certificate of the Minister setting out the representations or warranties made by Her Majesty in Subsection 4.02.01 and certifying that they are true and correct at and as of the Closing Date;

- (b) **Litigation.** At least thirty (30) days before the Closing Date, the Minister shall have prepared and delivered to the Port Operator, a list of litigation, setting out any suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or involving Her Majesty and any judgment, decree, injunction or order of any court or arbitrator, involving Her Majesty, which might adversely affect the capacity or power of Her Majesty to execute and deliver any of the Instruments or to consummate the transaction contemplated herein or therein or which might adversely affect, to a significant degree, the financial position of the Port Operator; and
- (c) **Update.** The Minister shall have prepared and delivered to the Port Operator, on the Closing Date, an updated list of litigation setting out any suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or involving Her Majesty and any judgment, decree, injunction or order of any court or arbitrator, involving Her Majesty, which might adversely affect the capacity or power of Her Majesty to execute and deliver any of the Instruments or to consummate the transaction contemplated herein or therein or which might adversely affect to a significant degree the financial position of the Port Operator.

Section 3.04 Acknowledgments

- 3.04.01 The parties acknowledge that each of the conditions precedent set out in Subsection 3.03.01 is for the exclusive benefit of the Port Operator and may be waived in writing by the Port Operator in whole or in part.

Section 3.05 Conditions Precedent to both Her Majesty and the Port Operator

- 3.05.01 The obligations of both parties under this Agreement are subject to the satisfaction of or compliance with, at or before the Closing Date, all of the following conditions precedent:
- (a) **Federal or Provincial Regulatory Control.** No governmental body or authority or regulatory agency, body or tribunal having jurisdiction has made under applicable federal or provincial legislation on or before the Closing Date any decision or order precluding the Port Operator from executing and delivering any of the Instruments or from consummating the transactions contemplated herein or therein;

- (b) **Existing Facilities.** The Existing Facilities have not undergone, during the Transition Period, any material change which might adversely affect the Port Operator's financial position to a significant degree;
- (c) **Litigation.** No suit, action, litigation, arbitration proceeding, including appeals and applications for review, in progress, pending or threatened against or involving Her Majesty or the Port Operator has been instituted and no judgment, decree, injunction or order of any court or arbitrator, involving Her Majesty or the Port Operator, has been made which might adversely affect the capacity or power of Her Majesty or the Port Operator to execute and deliver any of the Instruments or to consummate the transaction contemplated herein or therein or which might adversely affect the Port Operator's financial position to a significant degree;
- (d) **Decision or Order.** No court having jurisdiction has made on or before the Closing Date any decision or order precluding any of the parties from executing and delivering any agreements made pursuant to this Agreement or from consummating the transactions contemplated herein or therein.

Section 3.06 Acknowledgment

3.06.01 The parties acknowledge that each of the conditions precedent set out in Subsection 3.05.01 is for the benefit of both parties and may be waived in writing by both the Minister and the Port Operator in whole or in part.

Section 3.07 No Liability

3.07.01 If any of the conditions precedent set out in Subsection 3.01.01, 3.03.01 or 3.05.01 has not been met and the party or parties for whose benefit it exists have not waived that condition precedent, this Agreement shall, notwithstanding any intermediate acts or negotiations, be of no further force and effect and neither party shall be liable to the other for any Damages whatsoever.

3.07.02 Neither of the parties can raise the non-fulfillment of any of the conditions precedent set out in Subsections 3.01.01, 3.03.01 or 3.05.01 after the Closing Date.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

Section 4.01 The Port Operator's Representations and Warranties

4.01.01 The Port Operator represents and warrants to Her Majesty that:

- (a) it is a corporation whose head office is located at Botwood, Newfoundland and Labrador, which has been duly incorporated and organized under the *Corporations Act*, R.S.N.L., and is validly existing under the laws of Newfoundland and Labrador;**
- (b) it is duly qualified, licensed or registered to carry on business in the Province of Newfoundland and Labrador;**
- (c) it has all necessary corporate power, authority and capacity**
 - (i) to Operate the Port,**
 - (ii) to enter into this Agreement and the other agreements expressly contemplated in this Agreement and to perform its obligations herein and therein,**
 - (iii) to borrow,**
 - (iv) to impose, on a contractual or quasi-contractual basis, docking and other user charges at the Port,**
 - (v) to collect, on a contractual or quasi-contractual basis, all current port revenues, and**
 - (vi) to acquire and hold an interest in real property in the Province of Newfoundland and Labrador;**
- (d) the execution and delivery of this Agreement and each of the other agreements expressly contemplated in this Agreement and the consummation of any of the transactions provided for in any of them have been duly authorized by all necessary corporate action on the part of the Port Operator;**
- (e) the documents of incorporation and the by-laws of the Port Operator are consistent with the obligations of the Port Operator under this Agreement and any other agreement expressly contemplated in this Agreement;**
- (f) it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter, by-law, statute,**

rule, regulation, judgment, order, writ, decree or law which, with or without the giving of notice or the lapse of time, or both, would be violated, contravened, breached by, or under which default would occur, as a result of the execution, delivery and performance of this Agreement or any other agreement expressly contemplated in this Agreement or the consummation of any of the transactions provided for in any of them;

- (g) no approval, authorization, consent, permit, or other action by, or filing with, any governmental body or authority or any regulatory agency, body or tribunal having jurisdiction, or by any Person, whether pursuant to a contract or otherwise, is required in connection with the execution and delivery of this Agreement or any other agreement expressly contemplated in this Agreement and the performance of its obligations hereunder or thereunder, except as otherwise stated in this Agreement;
- (h) as of the Closing Date, there shall be no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or involving the Port Operator, or any judgment, decree, injunction or order of any court or arbitrator, involving the Port Operator, which might adversely affect the capacity or power of the Port Operator to execute and deliver this Agreement or any other agreement expressly contemplated in this Agreement or to consummate the transaction provided for in any of them or which might adversely affect to a significant degree the Port Operator, its assets, its financial condition or its future prospects;
- (i) this Agreement and the other agreements expressly contemplated in this Agreement, upon execution and delivery, constitute legal, valid and binding obligations of the Port Operator enforceable against the Port Operator in accordance with their terms; and
- (j) each statement of fact contained in a certificate of a knowledgeable and authorized officer of the Port Operator referred to in Paragraph 3.01.01(a) is true and correct.

Section 4.02 Her Majesty's Representations and Warranties

4.02.01 Her Majesty represents and warrants to the Port Operator that

- (a) this Agreement and any other agreement expressly contemplated in this Agreement, upon execution and delivery, constitute legally valid and binding obligations of Her Majesty enforceable against

Her Majesty in accordance with their terms except as they may be limited by law; and

- (b) as of the Closing Date, there are no suits, actions, litigation, arbitration proceedings or governmental proceedings, including appeals and applications for review, in progress, pending or threatened against or involving Her Majesty, or any judgment, decree, injunction or order of any court or arbitrator, involving Her Majesty, which might adversely affect the capacity or power of Her Majesty to execute and deliver this Agreement or any other agreement expressly contemplated in this Agreement or to consummate the transaction provided for in any of them or which might adversely affect to a significant degree the financial position of the Port Operator other than those listed on the lists of litigation prepared and delivered by the Minister to the Port Operator under Paragraphs 3.03.01(b) and 3.03.01(c).

Section 4.03 Acknowledgments

4.03.01 The parties acknowledge that neither party has made nor shall make any representations and warranties with respect to this Agreement or any other agreement expressly referred to in this Agreement and that none is implied or to be implied by statute or otherwise, except the representations and warranties expressly made in this Agreement or in any other agreement expressly referred to in this Agreement or in any certificate or statement of fact made or delivered under this Agreement or in any other agreement expressly referred to in this Agreement.

4.03.02 The parties further acknowledge that neither party has relied on nor shall rely on any information provided by the other party in connection with this Agreement or in any other agreement expressly referred to in this Agreement other than the warranties and representations expressly made in this Agreement or in any other agreement expressly referred to in this Agreement or the certificates or other statements of fact provided under this Agreement or in any other agreement expressly referred to in this Agreement.

Section 4.04 Survival of Representations and Warranties

4.04.01 A representation or warranty contained in this Agreement or in any other agreement expressly referred to in this Agreement or in a certificate or other statement of fact provided hereunder or thereunder on the part of each of the parties shall survive the Closing and not merge with the Instruments, provided that a Notice of a breach of any such representation or warranty is given by the party claiming the benefit of such

representation or warranty to the other party within a period of two (2) years from the Transfer.

Section 4.05 Independent Legal Advice

4.05.01 The parties each acknowledge having obtained their own independent legal advice with respect to this Agreement to the full extent deemed necessary by each party prior to its execution and delivery. The parties acknowledge that neither acted under duress in negotiating, drafting and executing this Agreement.

ARTICLE 5 – ENVIRONMENT

Section 5.01 Delivery of Report

5.01.01 The Port Operator acknowledges receipt of the Report commissioned by Her Majesty, at Her cost, concerning the environmental condition of certain lands and facilities at the Port.

Section 5.02 Report Constitutes Proof

5.02.01 The Report is proof between the parties, in the absence of evidence to the contrary, as to the existence of any Contaminants affecting the soil of or the water (including sediment) in, on, over or under the Port and the quantity thereof immediately prior to the Closing Date, notwithstanding the effective date of the Report.

Section 5.03 Environmental Assessment *[Intentionally Deleted]*

Section 5.04 Sharing of Cost of Environmental Assessment *[Intentionally Deleted]*

**ARTICLE 6 – HER MAJESTY’S RIGHTS AND OBLIGATIONS DURING
TRANSITION PERIOD**

Section 6.01 Operation of Port

6.01.01 Her Majesty shall continue to Operate the Port during the Transition Period in accordance with federal governmental policies, processes and procedures.

Section 6.02 Material Changes

- 6.02.01 During the Transition Period, Her Majesty shall not make any material change to the Port Facilities where such change will adversely affect, to a significant degree, the financial position of the Port Operator, except to cope with an emergency or a force majeure.
- 6.02.02 During the Transition Period, Her Majesty shall give reasonable notice to the Port Operator of any proposed material change to the Port Facilities which will affect the Operation of the Port after the Transfer Date, except to cope with an emergency or a force majeure.

Section 6.03 Transfer and Assignment

- 6.03.01 During the Transition Period, Her Majesty shall not transfer, sell, assign or otherwise dispose of the whole or any part of the Port or any of the Chattels and Consumable Stock, except in the usual and ordinary course of the Operation of the Port.
- 6.03.02 During the Transition Period, Her Majesty shall not mortgage, pledge or otherwise encumber the whole or any part of the Port or any of the Chattels and Consumable Stock.

**ARTICLE 7 – THE PORT OPERATOR’S RIGHTS AND OBLIGATIONS
DURING TRANSITION PERIOD**

Section 7.01 Access

- 7.01.01 During the Transition Period, Her Majesty shall provide to the Port Operator and its employees, agents, counsel and accountants or other representatives, free and unrestricted access, during normal business hours, to:
- (a) the Port; and
 - (b) subject to the federal *Access to Information Act* (R.S.C. 1985, c.A-1), and the federal *Privacy Act* (R.S.C. 1985, c. P-21), all books, accounts records and other data and information relating to the Operation of the Port that is under the control of Her Majesty,

provided that such access is to enable the Port Operator to carry on its due diligence examinations and to prepare itself to assume the Operation of the Port on the Transfer Date.

Section 7.02 No Interference

7.02.01 The Port Operator shall act responsibly and shall not interfere with the day-to-day activities of Her Majesty in connection with the Operation of the Port by Her Majesty during the Transition Period.

ARTICLE 8 – ACCOUNTS RECEIVABLE AND LIABILITIES

Section 8.01 Accounts Receivable and Liabilities

8.01.01 It is understood and agreed between the parties that the Port Operator is not assuming and shall not be liable or responsible for any of the liabilities, debts or obligations incurred by Her Majesty in the Operation of the Port before the Transfer Date. Her Majesty shall indemnify and save harmless the Port Operator from and against all claims, demands, actions, damages, losses, costs, or expenses (collectively “claims”) suffered or incurred by the Port Operator arising out of any such liabilities, debts or obligations. The foregoing obligation of indemnification shall be subject to the requirement that Her Majesty shall, in respect of any claim made by a third party, be notified by the Port Operator of all material particulars thereof and be afforded an opportunity at Her sole expense and discretion to resist, defend and compromise the same. In the event that Her Majesty does not assume the defense of such claim, the Port Operator may defend against the claim in a manner it deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

8.01.02 Her Majesty shall be entitled to:

- (a) all accounts receivable in connection with the Port due or accrued as at the Closing Date; and
- (b) all other assets in connection with the Port which are not the subject matter of the Instrument of Grant or the Bill of Sale.

8.01.03 Subject to Subsection 8.01.04, Her Majesty agrees that She shall be solely responsible for invoicing and collecting all accounts receivable referred to in Subsection 8.01.02.

8.01.04 The Port Operator agrees that any funds received by the Port Operator with respect to the accounts receivable referred to in Subsection 8.01.02 shall be remitted to Her Majesty forthwith.

ARTICLE 9 – ADJUSTMENTS ON CLOSING

Section 9.01 Adjustments

9.01.01 The parties agree that adjustments shall be computed on an accrual basis as of the Closing Date on all revenues under Existing Revenue Agreements including all revenues due the Minister resulting from dues, charges and fees collected under federal legislation, including without limitation, harbour dues, fees for wharfage and berthage as well as on all charges, rentals and other expenses under Existing Expenditure Agreements, including all prepaid expenses, payments in lieu of taxes, hydro-electric and fuel charges, water rates, and other utility charges, and such other items as the parties may agree. An interim adjustment shall be made on the Closing Date, and thereafter further interim adjustments shall be made quarterly during the period of one (1) year which follows the Transfer Date on the basis of the data available at the time of each interim adjustment with a final adjustment made upon the expiry of the sixteenth (16th) month after the Transfer Date.

Section 9.02 Rules

9.02.01 The parties agree that, in making the adjustments referred to in Subsection 9.01, the following rules shall apply:

- (a) Her Majesty is responsible for any amount accrued or payable under an Existing Expenditure Agreement that is a "Goods Contract", as defined under the federal *Government Contracts Regulations (SOR/87-402)*, in respect of goods that are delivered on or before the Closing Date;
- (b) the Port Operator shall be responsible for any amount accrued or payable under an Existing Expenditure Agreement that is a "Goods Contract", as defined under the *Government Contracts Regulations (SOR/87-402)*, in respect of goods that will be delivered after the Closing Date;
- (c) Her Majesty is responsible for any amount accrued or payable under an Existing Expenditure Agreement that is a "Construction Contract" or a "Service Contract", as defined under the *Government Contracts Regulations (SOR/87-402)*, in respect of the work performed if the work was completed on or before the Closing Date; and
- (d) if the work is not completed on or before the Closing Date, then any amount accrued or payable under an Existing Expenditure Agreement that is a "Construction Contract" or a "Service

Contract", as defined under the *Government Contracts Regulations (SOR/87-402)*, shall be apportioned between Her Majesty and the Port Operator on the basis of the percentage of work completed as at the Closing Date.

Section 9.03 Security Deposits and Holdbacks

- 9.03.01** Sixty (60) days after the Transfer Date, Her Majesty shall, subject to Subsection 9.03.02, remit to the Port Operator all holdbacks and security deposits as well as interest accrued thereon (where the Existing Revenue Agreement or the Existing Expenditure Agreement provides for the payment of interest on said holdbacks or security deposits) which are held by Her Majesty at that time in connection with any Existing Revenue Agreement or Existing Expenditure Agreement, to the extent that She may do so without the consent of any third party.
- 9.03.02** Her Majesty may retain all security deposits and interest accrued thereon, which are held by Her Majesty in connection with any Existing Revenue Agreement, for so long and until any arrears due or accruing as at the Closing Date under the Existing Revenue Agreement remain unpaid.
- 9.03.03** Her Majesty may retain each security deposit in respect of each Existing Expenditure Agreement until all amounts owing to Her Majesty and all obligations accruing to Her Majesty prior to the Transfer Date, with respect to such Existing Expenditure Agreement to which a security deposit relates, have been paid in full or fully performed as the case may be.

ARTICLE 10 – DEBTS DUE TO HER MAJESTY

Section 10.01 Debts Due to Her Majesty

- 10.01.01** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty, and the Port Operator shall, on demand for payment issued by the Minister, pay all such amount forthwith to Her Majesty.

Section 10.02 Interest on Debt Due to Her Majesty

- 10.02.01** In accordance with the *Interest and Administrative Charges Regulations, SOR/96-188*, in all cases where there is a debt due to Her Majesty, interest calculated and compounded monthly at the average bank rate plus three per cent is payable on that amount and accrues during the period beginning on the due date and ending on the day on which payment is received by Her Majesty or a duly authorized agent of Her Majesty.

Section 10.03 Set Off

- 10.03.01 If there is a debt due to Her Majesty by the Port Operator, Her Majesty may, in Her sole discretion and in addition to any other remedies available to Her Majesty, retain the amount of the indebtedness by way of deduction from or set-off against any sum of money that may be due or payable by Her Majesty to the Port Operator.

ARTICLE 11 – BULK SALE *[Intentionally Deleted]*

ARTICLE 12 – NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Section 12.01 No Partnership, Joint Venture or Agency

- 12.01.01 Her Majesty and the Port Operator expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Her Majesty or the Port Operator shall constitute or be deemed to constitute Her Majesty and the Port Operator as partners, joint venturers or principal and agent in any way or for any purpose. The Port Operator shall not represent or hold itself out to be an agent of Her Majesty. No party shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party.
- 12.01.02 The Port Operator agrees to be liable to Her Majesty for any liability that Her Majesty incurs by virtue of being found to be liable with the Port Operator as a partner of, joint venturer with, or principal of the Port Operator. For greater certainty, the Port Operator assumes no responsibility for any liability to Her Majesty arising as a result of the act or omission of Her Majesty or Her agent which are the basis for the finding that Her Majesty or Her agent is a partner of, joint venturer with, or principal of the Port Operator.
- 12.01.03 For greater certainty, neither this Agreement nor any other agreement made pursuant to this Agreement nor any other document which may be necessary or desirable for purposes of completing the transaction contemplated by this Agreement, shall constitute or be construed or be deemed to constitute or be construed as a delegation by the Minister to the Port Operator of any of his powers, duties or functions.

ARTICLE 13 – INDEMNITY AND CONDUCT OF ACTIONS

Section 13.01 Indemnity

- 13.01.01 The Port Operator agrees, at all times, to indemnify and save harmless Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, servants, employees or agents of Her Majesty while acting within the scope of their duties or employment.

Section 13.02 Conduct of Actions

- 13.02.01 If Her Majesty is made a party to any action, suit or proceeding in respect of a matter for which the Port Operator is obligated to indemnify Her Majesty, the Port Operator shall defend such action, suit or proceeding in the name of Her Majesty at the Port Operator's expense. The foregoing obligation of indemnification shall be subject to the requirement that the Port Operator shall, in respect of any claim made by a third party, be notified by Her Majesty of all material particulars thereof and be afforded an opportunity at the Port Operator's sole expense to resist, defend and compromise the same, provided that the Port Operator shall not be obligated to do so; and further provided that if the Port Operator does not assume the defense of such claim, Her Majesty may defend against the claim in any manner She deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

ARTICLE 14 – ARBITRATION

Section 14.01 Arbitration

- 14.01.01 In the event that a dispute, conflict, claim or controversy ("Dispute") arises out of or in connection with this Agreement, and the parties are not able to resolve the Dispute through discussions, then with the written agreement of the parties ("Arbitration Agreement"), the Dispute will be referred to binding arbitration in accordance with the *Commercial Arbitration Act* (R.S.C. 1985, c. 17 2nd Supp.).

For the purposes of this Article, a Dispute includes, without limitation, a dispute, conflict, claim or controversy, not involving the interpretation or application of the public law of Canada, and concerning:

- (a) the formation, validity, interpretation, application or enforceability of this Agreement;
 - (b) the performance, breach, termination or other discharge of the Agreement;
 - (c) the duties, rights, obligations or remedies of the parties pursuant to the Agreement.
- 14.01.02 For the purpose of each arbitration under this Agreement, the Port Operator shall constitute one party to the arbitration and Her Majesty shall constitute the other party to the arbitration.
- 14.01.03 If a Dispute arises and the parties do not resolve some or all of the Dispute through discussions, then, either party may give written notice, in accordance with Section 15.18, to the other party of its intent to enter into an Arbitration Agreement ("Notice of Intent"). If the parties have not entered into an Arbitration Agreement within fifteen (15) Business Days of receipt of the Notice of Intent, the parties are not obligated to enter into such an Arbitration Agreement.
- 14.01.04 The parties shall, in the Arbitration Agreement, concisely describe the matter submitted for arbitration. The parties further agree that the arbitral proceedings will consist of oral hearings for the presentation of evidence (either oral, written or both) and for oral argument and that such hearings are to be held within sixty (60) Business Days of the date of the Arbitration Agreement.
- 14.01.05
 - (a) An arbitration under this Agreement shall be conducted by one arbitrator chosen by agreement of the parties.
 - (b) If the parties are unable to agree on the choice of an arbitrator within ten (10) Business Days from the date of execution of the Arbitration Agreement there shall be three (3) arbitrators (the "Arbitral Panel").
 - (c) Either party may nominate one arbitrator and upon doing so shall in writing notify the other party of that nomination. Within ten (10) Business Days after receiving such notice, the other party shall nominate a second arbitrator. The two arbitrators shall within ten (10) Business Days after selection of the second arbitrator select a third arbitrator to be chairperson of the Arbitral Panel and to act jointly with them. If the two arbitrators fail to agree on the selection of the third arbitrator, the third arbitrator shall be designated by the ADR Institute of Canada upon application by either party.

-
- (d) A person eligible for appointment as an arbitrator:
- (i) will be an experienced arbitrator or counsel having training in arbitration;
 - (ii) will be independent and impartial; and
 - (iii) preferably, will have knowledge of, or experience in the subject matter in dispute.
- 14.01.06 The sole arbitrator or Arbitral Panel, as the case may be, ("Arbitrator") shall have the right to grant legal and equitable relief and to award costs (including legal fees and the costs of the arbitration) and interest. The Arbitrator shall not be authorized to decide *ex aequo et bono* or as *amiable compositeur*. Nothing contained herein shall be construed to permit the Arbitrator to award punitive, exemplary or any similar damages.
- 14.01.07 Except to the extent that it may be inconsistent with the procedure set out in this Article, the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))* shall govern the arbitration of a Dispute under this Agreement.
- 14.01.08 The arbitration shall take place in the City of St. John's, Newfoundland and Labrador, at such place and time as the Arbitrator may fix for the purpose of hearing the evidence and representations that the parties may present. The arbitration proceedings shall be conducted in either French or English, with the agreement of the parties. No later than 20 Business Days after hearing the representations and evidence of the parties, the Arbitrator shall make its determination in writing and deliver one copy to each of the parties.
- 14.01.09 The arbitration proceedings shall be open to the public.
- 14.01.10 The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the arbitration. This exchange shall be completed no later than ten (10) Business Days prior to the date set for the arbitration hearing.
- 14.01.11 All information exchanged during this entire procedure shall be regarded as "without prejudice" communications. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.

- 14.01.12 Subject to the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))*, the decision of the Arbitrator, or a majority of its members, shall be final and binding upon the parties in respect of all matters relating to the arbitration, the conduct of the parties during the proceedings, and the final determination of the issues in the arbitration. The decision shall be in writing and include reasons for the decision. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 14.01.13 The costs of any arbitration hereunder shall be borne by the parties in the manner specified by the Arbitrator in its determination.
- 14.01.14 The Arbitrator shall resolve the Dispute in accordance with the laws of Newfoundland and Labrador.
- 14.01.15 It is agreed that the sole arbitrator or any member of the Arbitral Panel will neither represent nor testify on behalf of any of the parties in any subsequent proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the sole arbitrator or any member of the Arbitral Panel made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the parties, or where they are opposed in interest.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.01 Entire Agreement

- 15.01.01 This Agreement and the other agreements referred to in this Agreement, set forth the entire agreement between the parties concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Agreement or the other agreements referred to in this Agreement. Subject to Subsection 15.01.02, this Agreement supersedes and revokes all negotiations, arrangements, letters of intent, brochures, representations and information conveyed, whether oral or in writing, between the parties or their representatives or any other Person purporting to represent the Minister or the Port Operator. The Port Operator agrees that:
- (a) it has not been induced to enter into this Agreement or any other agreement referred to in this Agreement by any representations not set forth in this Agreement or any other agreement referred to in this Agreement;
 - (b) it has not relied on any such representations;

- (c) it has conducted its own due diligence examinations in order to satisfy itself of the full, true and plain disclosure of the facts;
- (d) no such representations shall be used in the interpretation or construction of this Agreement or any other agreement referred to in this Agreement; and
- (e) no claims, including loss of profits and consequential damages arising as a result of, or from any such representations shall accrue to or be pursued by it, and Her Majesty shall have no liability for any such claims.

15.01.02 The Disclosure of Information Agreement made by the parties as of the 10th day of April, 2008, ("Disclosure of Information Agreement") shall remain in full force and effect during the Transition Period and thereafter; however, after the Transition Period, only in respect of matters in existence as of the Transfer Date, and only insofar as the provisions of the Disclosure of Information Agreement are not inconsistent with the provisions of any other agreement made pursuant to this Agreement.

Section 15.02 Cancellations

15.02.01 If any party fails, for any reason, to keep, perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in Section 2.02 on the part of that party to be kept, performed or observed, then the other party may, at its option, terminate this Agreement by giving to the party in default a Notice. If Notice is so given, this Agreement shall terminate upon such Notice being given and neither party shall be liable to the other for any Damages whatsoever in respect of such termination.

Section 15.03 Assignment

15.03.01 Neither party shall assign this Agreement nor any of the party's rights, duties or obligations hereunder. Any attempt by a party to assign this Agreement or any of the party's rights, duties or obligations hereunder is void.

15.03.02 Subsection 15.03.01 shall not be interpreted as applying to any agreement made pursuant to this Agreement.

Section 15.04 Subdivisions

- 15.04.01** Unless otherwise stated, a reference in this Agreement, by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph, Appendix, Schedule or Annex, refers to the Article, Section, Subsection, Paragraph, Subparagraph, Appendix, Schedule, or Annex, bearing that designation in this Agreement.

Section 15.05 Headings

- 15.05.01** The division of this Agreement into Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

Section 15.06 Number and Gender

- 15.06.01** Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 15.07 Accounting Terms and Principles

- 15.07.01** All accounting and financial terms used in this Agreement, except where otherwise provided either expressly or by necessary implication in this Agreement, are interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada as they exist from time to time.
- 15.07.02** Where the Canadian Institute of Chartered Accountants or any successor thereto includes a statement in its Handbook or any successor thereto on a method or alternative methods of accounting, such statement is regarded as the only generally accepted accounting principle and generally accepted auditing standard applicable to the circumstances that it covers, and references herein to generally accepted accounting principles and generally accepted auditing standards are interpreted accordingly.

Section 15.08 Business Day

- 15.08.01** If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment is duly performed or made if done on the next following Business Day.

Section 15.09 Appendices and Schedules

- 15.09.01 All capitalized words and phrases used in any of the attached Appendices or Schedules shall have the same meanings as defined in this Agreement, unless specifically defined in the Appendix or Schedule.

Section 15.10 Statutes, Regulations and Rules

- 15.10.01 Any reference in this Agreement to all or any part of any statute, regulation or rule, unless otherwise stated, is a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 15.11 Governing Law

- 15.11.01 This Agreement is interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

Section 15.12 Construed Covenants

- 15.12.01 All of the provisions and each agreement or obligation of this Agreement, even though not expressed as a covenant, are construed as covenants and agreements as though the words importing such covenants and agreements were used.

Section 15.13 Rights or Remedies

- 15.13.01 Nothing expressed or implied in this Agreement, or any other agreement referred to in this Agreement, is intended to or is construed to confer on or give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any such other agreement.

Section 15.14 Time of Essence

- 15.14.01 Time is of the essence of this Agreement.

Section 15.15 Amendment

- 15.15.01 This Agreement may be amended only by a written agreement signed by the parties at any time during the Transition Period.

Section 15.16 Waiver

- 15.16.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.
- 15.16.02 No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition, and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 15.17 Severability

- 15.17.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

Section 15.18 Notice

- 15.18.01 All notices or other communications necessary for the purpose of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed:

- (a) in the case of Her Majesty, to:

Maurice Landry
Regional Director General, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as Her Majesty may, from time to time, designate in writing to the Port Operator, and

- (b) in the case of the Port Operator, to:

Stephen Jerrett
Director, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

15.18.02 Any notice or communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
- (b) in all other cases, on the date of delivery.

If the postal service is interrupted or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 15.19 House of Commons

15.19.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not otherwise available to the general public.

Section 15.20 Conflict of Interest

15.20.01 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 any such situation.

Section 15.21 No Bribe

15.21.01 The Port Operator warrants that no bribe, gift, commission or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this Agreement, contrary to Section 121 of the *Criminal Code* (R.S.C. 1985, c. C-46).

Section 15.22 Approval

- 15.22.01 Neither this Agreement nor any other agreement made pursuant to this Agreement constitutes approval by Her Majesty or any federal agency or the fulfillment of any requirement under the federal *Competition Act* (R.S. C. 1985, c. C-34), or successor legislation.

Section 15.23 Costs

- 15.23.01 All costs and expenses (including without limitation the fees and disbursements of legal counsel) incurred in connection with this Agreement, or any other agreement made pursuant to this Agreement and the transactions contemplated herein and therein, shall be paid by the party incurring such costs and expenses.

Section 15.24 Survival

- 15.24.01 Subject to Subsection 4.04.01, the representations, warranties, covenants and agreements of the parties contained in this Agreement and in particular in Article 10 shall survive and will not merge with the Instruments on Closing.

Section 15.25 Federal Recognition and Public Disclosure

- 15.25.01 The form and content of any public announcement respecting this Agreement shall be subject to the prior written approval of the Minister.
- 15.25.02 The Port Operator understands and agrees that the Port Operator's name, the amount awarded and the general nature of the activities supported may be made publicly available by the Government of Canada by any means at any time.

Section 15.26 Counterparts

- 15.26.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

ARTICLE 16 – ABORIGINAL CLAIMS

Section 16.01 Settlement of Aboriginal Claims

16.01.01 Her Majesty covenants with the Port Operator that the Port Operator shall not be liable for, or called upon to contribute to, any amount paid by Her Majesty in settlement of any aboriginal claim, whether comprehensive, specific, or any other kind, pertaining to the Port Lands.

IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

<original signed by>

Witness

<original signed by>

Witness

<original signed by>

Witness

**HER MAJESTY THE QUEEN
IN RIGHT OF CANADA**

<original signed by>
Per: _____
Minister of Transport

**EXPLOITS VALLEY PORT
CORPORATION**

<original signed by>
Per: _____
Signature of duly Authorized Signing
Director or Officer
Jerry Dean
Chair, EVPC
Print Name and Title of Authorized Signing
Director or Officer pursuant to the attached
certified copy of the Resolution of the Board
of Directors of the Port Operator

<original signed by>
Per: _____
Signature of duly Authorized Signing
Director or Officer
Scott Seavious
Deputy Chair, EVPC
Print Name and Title of Authorized Signing
Director or Officer pursuant to the attached
certified copy of the Resolution of the Board
of Directors of the Port Operator

LIST OF APPENDICES

- A Instrument of Grant**
- B Bill of Sale (regarding Chattels and Consumable Stock)**
- C Operating Agreement**
- D Assignment, Assumption and Indemnity Agreement**
- E Option to Purchase**
- F Contribution Agreement**
- G Agreement re Environmental Reports**

APPENDIX "A"

This is Appendix "A" to the **Agreement to Transfer** made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

INSTRUMENT OF GRANT

CANADA

INSTRUMENT OF GRANT

THIS INSTRUMENT
HAS
THE SAME FORCE AND EFFECT
AS IF IT WERE
LETTERS PATENT

(Subsection 5(7), *Federal Real Property and Federal Immovables Act* (1991, c. 50))

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith.

TO ALL WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Transport;

AND WHEREAS authority has been given for the grant of the said lands in fee simple to **EXPLOITS VALLEY PORT CORPORATION**, a corporation incorporated under the laws of Newfoundland and Labrador, having its head office in Botwood, in the Province of Newfoundland and Labrador, (the "Grantee"), at or for the price or sum of Ten DOLLARS (\$10.00) in Canadian currency;

NOW KNOW YE that We do by these Presents grant, convey and assure unto the Grantee, its successors and assigns, **ALL AND SINGULAR** those lands described in Schedule "A":

TO HAVE AND TO HOLD the said lands unto the Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act* (1991, c. 50) of Canada.

Dated this 20 day of March, 2014.

<original signed by>

For the Minister of Transport

<original signed by>

For the Minister of Justice

SCHEDULE "A"

**PARCEL 2
PLAN S-5813-1
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 2 on Public Works and Government Services Canada Plan S-5813-1, dated August 10, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 2 being more particularly described as follows:

BEGINNING at a survey marker, the said point on the most northwesterly corner within the described parcel of and as shown on the above mentioned plan, having Three Degree MTM Coordinates of North 5,445,597.521 meters and East 353,049.469 meters:

THENCE along Lands of the Town of Botwood, north sixty-two degrees fifty-six minutes fifty seconds east for a distance of ten decimal three six three meters to a survey marker;

THENCE along boundary of Parcel 3 H.M. in the right of Canada, south twenty-seven degrees three minutes ten seconds east for a distance of eighteen decimal seven one five meters to a survey marker;

THENCE along boundary of Parcel 3 H.M. in the right of Canada, south sixty-two degrees fifty-six minutes fifty seconds west for a distance of ten decimal three six three meters to a survey marker;

THENCE along boundary of Parcel 3 H.M. in the right of Canada, north twenty-seven degrees three minutes ten seconds west for a distance of eighteen decimal seven one five meters to the Place of Beginning.

THE above described Parcel -2 contains an area of 0.019 Hectares more or less.

Job No: 13- 415 – Parcel 2 Plan S-5813
Date: August 10, 2013



SCHEDULE "A"

**PARCEL 5
PLAN S-5813-1
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 5 on Public Works and Government Services Canada Plan S-5813-1, dated August 10, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 5 being more particularly described as follows:

BEGINNING at the northwesterly corner of within described land as shown on the above mentioned plan, having Three Degree MTM Coordinates of North 5,445,625.981 meters and East 353,103,451 meters:

THENCE along the southerly limit of Lighthouse Road, north seventy degrees forty minutes ten seconds east a distance of fourteen decimal eight three seven meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south fifteen degrees sixteen minutes twenty seconds east a distance of eight decimal two five zero meters to an unmonumented point;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south seventy-four degrees forty-three minutes forty seconds west a distance of fourteen decimal eight zero zero meters to an unmonumented point;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, north fifteen degrees sixteen minutes twenty seconds west a distance of seven decimal two zero zero meters to to the Place of Beginning.

THE above described Parcel 5 contains an area of 0.011 Hectares more or less.

Job No: 13- 415 – Parcel 5 Plan S-5813

Date: August 10, 2013



SCHEDULE "A"

**PARCEL 1
PLAN S-5813-1
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 1 on Public Works and Government Services Canada Plan S-5813-1, dated August 10, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 1 being more particularly described as follows:

BEGINNING at a survey marker, on the ordinary high water mark 2013 of the waters of Botwood Harbour, Bay of Exploits, the said point being the southerly limit of Lighthouse Road as shown on the above mentioned plan, having Three Degree MTM Coordinates of North 5,445,640.645 meters and East 353,146.120 meters:

THENCE along the southerly limit of Lighthouse Road, north seventy-four degrees six minutes forty seconds east for a distance of thirty one decimal zero five nine meters to a survey marker;

THENCE along the southerly limit of Lighthouse Road, north seventy-nine degrees fifty-one minutes forty seconds east for a distance of fifty decimal five three six meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south twelve degrees forty-one minutes twenty seconds east for a distance of five decimal six three nine meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south eighty-one degrees fifty-eight minutes forty seconds west for a distance of eight decimal six two six meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south seventy-eight degrees fifty-eight minutes forty seconds west for a distance of thirteen decimal eight nine nine meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south seventy-five degrees forty-four minutes forty seconds west for a distance of eleven decimal two seven eight to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south seventy-three degrees twenty-two minutes forty seconds west for a distance of eleven decimal two one seven meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, north sixty-nine degrees forty-five minutes twenty seconds west for a distance of four decimal seven two four to a survey marker;

Schedule "A"

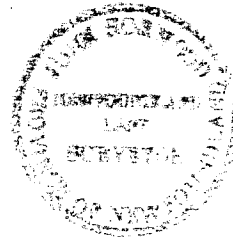
THENCE along boundary of Parcel 4 H.M. in the right of Canada, north eighty-six degrees fifty-one minutes thirty seconds west for a distance of one decimal eight three three meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, south seventy-six degrees forty-five minutes forty seconds west for a distance of thirty decimal eight one five meters to a survey marker;

THENCE along boundary of Parcel 4 H.M. in the right of Canada, north twelve degrees forty-one minutes twenty seconds west for a distance of three decimal three five three meters to the Place of Beginning.

THE above described Parcel -1 contains an area of 0.043 Hectares more or less.

Job No: 13- 415 – Parcel 1 Plan S-5813
Date: August 10, 2013



AFFIDAVIT OF CONFIRMATION

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

I, Clifford Soward, of Halifax, in the Province of Nova Scotia, hereby make oath and say as follows:

1. **THAT** I am Legal Counsel with the Department of Justice with office at Halifax, Nova Scotia;
2. **THAT** the document attached hereto is an Instrument of Grant duly prepared by me for execution being in relation to the lands and facilities located at the Port of Botwood, located at Botwood, Province of Newfoundland and Labrador;
3. **THAT**, to my understanding, this Instrument of Grant has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax,)
 Province of Nova Scotia, this 2nd day)
 of March, A.D. 2014.)
 <original signed by>)
)
 A Commissioner for taking Affidavits)
 in the Supreme Court & Notary Public)
 MICHAEL J. BUTLER
 A Commissioner of the Supreme
 Court of Nova Scotia

<original signed by>

Clifford Soward

 Clifford Soward

CANADA

INSTRUMENT OF GRANT

THIS INSTRUMENT
HAS
THE SAME FORCE AND EFFECT
AS IF IT WERE
LETTERS PATENT

(Subsection 5(7), *Federal Real Property and Federal Immovables Act* (1991, c. 50))

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith.

TO ALL WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Transport;

AND WHEREAS authority has been given for the grant of the said lands in fee simple to **EXPLOITS VALLEY PORT CORPORATION**, a corporation incorporated under the laws of Newfoundland and Labrador, having its head office in Botwood, in the Province of Newfoundland and Labrador, (the "Grantee"), at or for the price or sum of Ten DOLLARS (\$10.00) in Canadian currency;

NOW KNOW YE that We do by these Presents grant, convey and assure unto the Grantee, its successors and assigns, **ALL AND SINGULAR** those lands described in Schedule "A":

TO HAVE AND TO HOLD the said lands unto the Grantee and its successors and assigns, forever;

PROVIDED ALWAYS and these Presents set out in Schedule "A" are issued subject to the reversionary interest of Her Majesty the Queen in right of the Province of Newfoundland and Labrador as described in Schedule "B" attached.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act* (1991, c. 50) of Canada.

Dated this 20 day of March, 2014.

\<original signed by>

For the Minister of Transport

<original signed by>

For the Minister of Justice

SCHEDULE "A"

**PARCEL 4
PLAN S-5813-1
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 4 on Public Works and Government Services Canada Plan S-5813-1, dated August 10, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 4 being more particularly described as follows:

BEGINNING at a survey marker, the said point being the southerly limit of Lighthouse Road as shown on the above mentioned plan, having Three Degree MTM Coordinates of North 5,445,661.212 meters and East 353,243.456 meters:

THENCE along boundary of Parcel 2013-1 H.M. in the right of Canada, south twelve degrees forty-one minutes twenty seconds east for a distance of ninety seven decimal zero zero zero meters to unmonumented point;

THENCE along boundary of Parcel 2013-1 H.M. in the right of Canada, south seventy-three degrees eleven minutes thirty seconds west for a distance of one hundred forty eight decimal five one five meters to unmonumented point;

THENCE along boundary of Parcel 3 H.M. in the right of Canada, north twenty-seven degrees three minutes ten seconds west for a distance of ninety five decimal nine five zero meters to unmonumented point;

THENCE along lands of the Town of Botwood and along boundary of Parcel 5 H.M. in the right of Canada, north fifty-eight degrees thirty-three minutes fifteen seconds east a distance of twenty nine decimal two four zero meters to an unmonumented point;

THENCE along boundary of Parcel 5 H.M. in the right of Canada, south fifteen degrees sixteen minutes twenty seconds east a distance of five decimal five zero zero meters to an unmonumented point;

THENCE along boundary of Parcel 5 H.M. in the right of Canada, north seventy-four degrees forty-three minutes forty seconds east a distance of fourteen decimal eight zero zero meters to an unmonumented point;

THENCE along boundary of Parcel 5 H.M. in the right of Canada, north fifteen degrees sixteen minutes twenty seconds west a distance of seven decimal two zero zero meters to a survey marker;

Schedule A

THENCE along the southerly limit of Lighthouse Road and along boundary of Parcel 1 H.M. in the right of Canada, to a point which bears north sixty-nine degrees fourteen minutes zero seconds east a straight line distance of thirty decimal three six four meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, south twelve degrees forty-one minutes twenty seconds east a distance of three decimal three five three meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north seventy-six degrees forty-five minutes forty seconds east a distance of thirty decimal eight one five meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, south eighty-six degrees fifty-one minutes thirty seconds east a distance of one decimal eight three three meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, south sixty-nine degrees forty-five minutes twenty seconds east a distance of four decimal seven two four meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north seventy-three degrees twenty-two minutes forty seconds east a distance of eleven decimal two one seven meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north seventy-five degrees forty-four minutes forty seconds east a distance of eleven decimal two seven eight meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north seventy-eight degrees fifty-eight minutes forty seconds east a distance of thirteen decimal eight nine nine meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north eighty-one degrees fifty-eight minutes forty seconds east a distance of eight decimal six two six meters to a survey marker;

THENCE along boundary of Parcel 1 H.M. in the right of Canada, north twelve degrees forty-one minutes twenty seconds west a distance of five decimal six three nine meters to a survey marker;

THENCE along the southerly limit of Lighthouse Road, north seventy-nine degrees fifty-one minutes forty seconds east a distance of seventeen decimal nine nine seven meters to the Place of Beginning.

THE above described Parcel -4 contains an area of 1.590 Hectares more or less.

Job No: 13- 415 – Parcel 4 Plan S-5813

Date: August 10, 2013


<original signed by>

SCHEDULE "B"

The following reversionary interests of Her Majesty the Queen in right of the Province of Newfoundland and Labrador apply to those lands described in Schedule "A" in this Instrument of Grant:

- (1) The land shall at all times be used for marine purposes including wharf structure;
- (2) All minerals, quarry materials, both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, oil and related hydrocarbons in and under the said land shall be reserved to Her Majesty the Queen in Right of Newfoundland and Labrador; and
- (3) If and as soon as the said land ceases to be used for the purpose mentioned in (1) above, the administration and control thereof shall be assumed by Her Majesty the Queen in Right of Newfoundland and Labrador provided the land has been restored to its original condition or to a condition satisfactory to the Minister of the Environment and Lands and confirmed in writing by the Minister under the authority of Section 55 of the *Lands Act*.

AFFIDAVIT OF CONFIRMATION

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

I, Clifford Soward, of Halifax, in the Province of Nova Scotia, hereby make oath and say as follows:

1. **THAT** I am Legal Counsel with the Department of Justice with office at Halifax, Nova Scotia;
2. **THAT** the document attached hereto is an Instrument of Grant duly prepared by me for execution being in relation to the lands and facilities located at the Port of Botwood, located at Botwood, Province of Newfoundland and Labrador;
3. **THAT**, to my understanding, this Instrument of Grant has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax,)
Province of Nova Scotia, this 2^o day)
of March, A.D. 2014.)

<original signed by>)

A Commissioner for faking Affidavits)
in the Supreme Court - Notary Public)

<original signed by>

Clifford Soward

MICHAEL J. BUTLER

A Commissioner of the Supreme
Court of Nova Scotia

CANADA

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(Subsection 5(7), *Federal Real Property and Federal Immovables Act* (1991, c. 50))

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith.

TO ALL WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Transport;

AND WHEREAS authority has been given for the grant of the said lands in fee simple to **EXPLOITS VALLEY PORT CORPORATION**, a corporation incorporated under the laws of Newfoundland and Labrador, having its head office in Botwood, in the Province of Newfoundland and Labrador, (the "Grantee"), at or for the price or sum of Ten DOLLARS (\$10.00) in Canadian currency;

NOW KNOW YE that We do by these Presents grant, convey and assure unto the Grantee, its successors and assigns, ALL AND SINGULAR those lands described in Schedule "A";

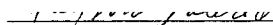
PROVIDED ALWAYS and these Presents set out in Schedule "A" are issued subject to the reversionary interest of Her Majesty the Queen in right of the Province of Newfoundland and Labrador as described in Schedule "B" attached.

TO HAVE AND TO HOLD the said lands unto the Grantee and its successors and assigns, forever.

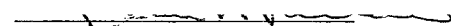
IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act* (1991, c. 50) of Canada.

Dated this 20 day of March, 2014.

<original signed by>


For the Minister of Justice

<original signed by>


For the Minister of Transport

SCHEDULE "A"

**PARCEL 3
PLAN S-5813-1
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 3 on Public Works and Government Services Canada Plan S-5813-1, dated August 10, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 3 being more particularly described as follows:

BEGINNING at a survey marker, on the northwesterly limited of described parcel of land as shown on the above mentioned plan, having Three Degree MTM Coordinates of North 5,445,593.376 meters and East 353,041.352 meters:

THENCE along lands of the Town of Botwood, north sixty-two degrees fifty-six minutes fifty seconds east for a distance of nine decimal one one four meters to a survey marker;

THENCE along boundary of Parcel 2 H.M. in the right of Canada, south twenty-seven degrees three minutes ten seconds east for a distance of eighteen decimal seven one five meters to a survey marker;

THENCE along boundary of Parcel 2 H.M. in the right of Canada, north sixty-two degrees fifty-six minutes fifty seconds east for a distance of ten decimal three six three meters to a survey marker;

THENCE along boundary of Parcel 2 H.M. in the right of Canada, north twenty-seven degrees three minutes ten seconds west for a distance of eighteen decimal seven one five meters to a survey marker;

THENCE along lands of the Town of Botwood, north sixty-two degrees fifty-six minutes fifty seconds east for a distance of twenty one decimal one five six meters to a survey marker;

THENCE along boundary of Parcel 3 H.M. in the right of Canada, south twenty-seven degrees three minutes ten seconds east for a distance of ninety nine decimal zero six zero meters to an unmonumented point;

THENCE along boundary of Parcel 2013-1 H.M. in the right of Canada, south sixty-two degrees fifty-six minutes fifty seconds west for a distance of forty decimal six three three meters to an unmonumented point;

Schedule "A"

THENCE along boundary of Parcel 2013-1 H.M. in the right of Canada, north twenty-seven degrees three minutes ten seconds west for a distance of ninety nine decimal zero six zero meters to the Place of Beginning.

THE above described Parcel -3 contains an area of 0.384 Hectares more or less.

Job No: 13- 415 – Parcel 3 Plan S-5813

Date: August 10, 2013



SCHEDULE "B"

The following reversionary interests of Her Majesty the Queen in right of the Province of Newfoundland and Labrador apply to those lands described in Schedule "A" in this Instrument of Grant:

- (1) There is reserved from the said covered by the water lot to Her Majesty in the right of Newfoundland and Labrador all minerals, quarry materials, coal, natural gas, oil and salt on, in and under the said land covered by the said water lot, together with the right to win and get the same;
- (2) The said water lot shall at all times be used in connection with the public wharf at Botwood; and
- (3) If, and as soon as, the water lot is no longer used for the purpose mentioned in paragraph (2) above the administration, control and management of the said water lot shall thereupon be assumed by Her Majesty in the right of Newfoundland and Labrador.

AFFIDAVIT OF CONFIRMATION

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

I, Clifford Soward, of Halifax, in the Province of Nova Scotia, hereby make oath and say as follows:

1. **THAT** I am Legal Counsel with the Department of Justice with office at Halifax, Nova Scotia;
2. **THAT** the document attached hereto is an Instrument of Grant duly prepared by me for execution being in relation to the lands and facilities located at the Port of Botwood, located at Botwood, Province of Newfoundland and Labrador;
3. **THAT**, to my understanding, this Instrument of Grant has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax,)
Province of Nova Scotia, this 20 day)
of March, A.D. 2014.)

<original signed by>)

A Commissioner for taking Affidavits)
in the Supreme Court - *Notary Public*)

MICHAEL J. BULLOCK
A Commissioner of the Supreme
Court of Nova Scotia

<original signed by>

Clifford Soward

CANADA

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LETTERS PATENT

(Subsection 5(7), *Federal Real Property and Federal Immovables Act* (1991, c. 50))

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith.

TO ALL WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the administration of Our Minister of Transport;

AND WHEREAS authority has been given for the grant of the said lands in fee simple to **EXPLOITS VALLEY PORT CORPORATION**, a corporation incorporated under the laws of Newfoundland and Labrador, having its head office in Botwood, in the Province of Newfoundland and Labrador, (the "Grantee"), at or for the price or sum of Ten DOLLARS (\$10.00) in Canadian currency;

NOW KNOW YE that We have by these Presents remised, released and quitted claim and do by these Presents remise, release and quit claim unto the Grantee, its successors and assigns, all the right, title, interest, claim, property, estate and demand both at law and in equity, as well in possession as in expectancy, which We or our heirs or Successors have, or may have, for the use of or in the Right of Canada, of, in and to, **ALL AND SINGULAR** those lands described in Schedule "A" attached.

TO HAVE AND TO HOLD the said lands unto the Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the *Federal Real Property and Federal Immovables Act* (1991, c. 50) of Canada.

Dated this 1st day of March, 2014.

<original signed by>

For the Minister of Transport

<original signed by>

For the Minister of Justice

SCHEDULE "A"

**PARCEL 2013-1
PLAN S-5813
PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

ALL that certain lot, piece or parcel of land covered by water situated at Botwood, Province of Newfoundland and Labrador, shown as Parcel 2013-1 on Public Works and Government Services Canada Plan S-5813, dated August 20, 2013, as signed by John Horwood, Newfoundland and Labrador Land Surveyor, said parcel 2013-1 being more particularly described as follows:

BEGINNING at an unmonumented point situated on the Ordinary High Water Mark (2013) of the waters of Botwood Harbour Bay of Exploits and at the most northwesterly corner of Parcel 2013-1, as shown on the above mentioned plan, said unmonumented point having Three Degree MTM Coordinates of North 5446566.984 meters and East 352368.403 meters:

THENCE through the waters of Botwood Harbour Bay of Exploits, north thirty-eight degrees fourteen minutes eight seconds east for a distance of one thousand one hundred fifty nine decimal zero zero zero meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, south fifty degrees eighteen minutes twenty-one seconds east for a distance of one thousand five hundred fourteen decimal one six zero meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, south twenty-five degrees fourteen minutes forty-six seconds west for a distance of two thousand ninety eight decimal five nine zero meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, south thirty-nine degrees thirty-seven minutes eighteen seconds west for a distance of one thousand five hundred sixteen decimal four six zero meters to an unmonumented point;

THENCE along the Ordinary High Water Mark (2013) of the waters of Botwood Harbour Bay of Exploits, north forty-nine degrees fifty minutes fifty-eight seconds west for a distance of seven hundred twenty decimal zero eight zero meters to an unmonumented point;

THENCE along the Ordinary High Water Mark (2013) of the waters of Botwood Harbour Bay of Exploits, to a point which bears north thirty-five degrees thirty-one minutes thirty-five seconds east for a straight line distance of two thousand seventy decimal four four three meters to a survey marker;

Schedule "A"

THENCE through the waters of Botwood Harbour Bay of Exploits and along boundary of Parcel 3 H.M. in the right of Canada, south twenty-seven degrees three minutes ten seconds east for a distance of ninety nine decimal zero six zero meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, and along boundary of Parcel 3 H.M. in the right of Canada, north sixty-two degrees fifty-six minutes fifty seconds east for a distance of forty decimal six three three meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, and along boundary of Parcel 4 H.M. in the right of Canada, north seventy-three degrees eleven minutes thirty seconds east for a distance of one hundred forty eight decimal five one five meters to an unmonumented point;

THENCE through the waters of Botwood Harbour Bay of Exploits, and along boundary of Parcel 3 H.M. in the right of Canada, north twelve degrees forty-one minutes twenty seconds west for a distance of eighty nine decimal three eight two meters to a survey marker;

THENCE through the waters of Botwood Harbour Bay of Exploits, north to a point which bears north forty-three degrees forty-nine minutes fifty-seven seconds west for a straight line distance of one thousand two hundred sixty five decimal nine three five meters to the Place of Beginning.

THE above described parcel 2013-1 contains an area of 339 Hectares more or less.

Job No: 13- 415
Date: August 10, 2013


<original signed by>

AFFIDAVIT OF CONFIRMATION

CANADA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

I, Clifford Soward, of Halifax, in the Province of Nova Scotia, hereby make oath and say as follows:

1. **THAT** I am Legal Counsel with the Department of Justice with office at Halifax, Nova Scotia;
2. **THAT** the document attached hereto is an Instrument of Grant duly prepared by me for execution being in relation to the lands and facilities located at the Port of Botwood, located at Botwood, Province of Newfoundland and Labrador;
3. **THAT**, to my understanding, this Instrument of Grant has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax,)
Province of Nova Scotia, this 2nd day)
of March, A.D. 2014.)

<original signed by>)
A Commissioner for taking Affidavits)
in the Supreme Court & Notary Public)

MICHAEL J. BUTLER
A Commissioner of the Supreme
Court of Nova Scotia

<original signed by>

Clifford Soward



REGISTRY OF DEEDS

CERTIFICATE OF REGISTRATION

Registration Date: April 10, 2014
Registration Time: 11:21 AM
Registration Number: 647598

<original signed by>

Registrar of Deeds

Confirmation Date: April 10, 2014
Fee Paid: \$0.00

Receipt Number: 59053Z3X
Consideration:

Document Type: Grant

Filed By: Jewer, Murphy & Griffin

From Parties: Government of Canada

To Parties: Exploits Valley Port Corporation

Location: Botwood



Government of Newfoundland and Labrador
Service NL

REGISTRY OF DEEDS

CERTIFICATE OF REGISTRATION

Registration Date: April 10, 2014
Registration Time: 11:21 AM
Registration Number: 647599

<original signed by>

Registrar of Deeds

Confirmation Date: April 10, 2014
Fee Paid: \$0.00

Receipt Number: 59053Z3X
Consideration:

Document Type: Grant

Filed By: Jewer, Murphy & Griffin

From Parties: Government of Canada

To Parties: Exploits Valley Port Corporation

Location: Botwood
Botwood
Botwood



Government of Newfoundland and Labrador
Service NL

REGISTRY OF DEEDS

CERTIFICATE OF REGISTRATION

Registration Date: April 10, 2014
Registration Time: 11:21 AM
Registration Number: 647600

<original signed by>

Registrar of Deeds

Confirmation Date: April 10, 2014
Fee Paid: \$0.00

Receipt Number: 59053Z3X
Consideration:

Document Type: Grant

Filed By: Jewer, Murphy & Griffin

From Parties: Government of Canada

To Parties: Exploits Valley Port Corporation

Location: Botwood



Government of Newfoundland and Labrador
Service NL

REGISTRY OF DEEDS

CERTIFICATE OF REGISTRATION

Registration Date: April 10, 2014
Registration Time: 11:21 AM
Registration Number: 647601

<original signed by>

Registrar of Deeds

Confirmation Date: April 10, 2014
Fee Paid: \$0.00

Receipt Number: 59053Z3X
Consideration:

Document Type: Grant

Filed By: Jewer, Murphy & Griffin

From Parties: Government of Canada

To Parties: Exploits Valley Port Corporation

Location: Botwood

APPENDIX "B"

This is Appendix "B" to the Agreement to Transfer made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

BILL OF SALE

RDIMS # 8907295

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BILL OF SALE

THIS AGREEMENT made in duplicate as of the 21 day of March, 2014.

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

OF THE FIRST PART

AND:

EXPLOITS VALLEY PORT CORPORATION, a corporation duly incorporated under the laws of the Province of Newfoundland and Labrador and having its head office at Botwood, Newfoundland and Labrador ("Port Operator").

OF THE SECOND PART

WHEREAS the parties have entered into an Agreement to Transfer ("Agreement to Transfer") as of the 12th day of March, 2014, which relates to the Port located at Botwood, Electoral District of Exploits, Newfoundland and Labrador;

AND WHEREAS, under the Agreement to Transfer, the parties have agreed to enter into this Bill of Sale;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and in consideration of and for the sum of One Dollar (\$1.00) in Canadian currency paid by the Port Operator to Her Majesty at or before the execution and delivery of this Bill of Sale (the receipt and sufficiency of which is hereby acknowledged), and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Bill of Sale:

"Agreement to Transfer" means the Agreement entered into between the parties as of the 12th day of February, 2014, which is registered in the Legal Registry of the Department of Transport as Instrument No.: 160951 and which relates to the Port located at Botwood, Newfoundland and Labrador;

"Bill of Sale" means this agreement and includes Schedules "A" to "C", inclusive which form an integral part of this Bill of Sale as fully as if they were set forth in their entirety;

"Chattels" means items of tangible personal property (other than Consumable Stock) which are used for the Operation of the Port;

“Closing” means the execution and delivery of the instruments listed in Section 2.02 of the Agreement to Transfer;

“Closing Date” means the 21st day of the month of March, 2014, or such other date as the Minister and the Port Operator may agree as the date on which the Closing shall take place;

“Consumable Stock” means consumables which are used for the Operation of the Port;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted; and

“Significant Chattels” has the meaning set out in Article 4 of the Operating Agreement.

“Transfer Date” means the day immediately following the Closing Date commencing at 00:00 hours.

ARTICLE 2 – CONVEYANCE

Section 2.01 Conveyance

2.01.01 Her Majesty grants, sells, assigns, transfers and conveys to the Port Operator, as of the Transfer Date:

- (a) all the Chattels and Consumable Stock as described in Schedule “A”; and
- (b) all the right, title, interest, property, claim and demand of Her Majesty to and in the Chattels and Consumable Stock, including the full benefit of all warranties (implied, express or otherwise) against manufacturers or sellers which apply to any of the Chattels and Consumable Stock to the extent that such warranties are transferable in law and without any further assurance or consent by any third party.

ARTICLE 3 - COVENANTS

Section 3.01 Covenants

3.01.01 Her Majesty is rightfully entitled to the Chattels and Consumable Stock and Her Majesty has good right, title and interest and authority to sell, assign, transfer and convey the Chattels and Consumable Stock to the Port Operator according to the true intent and meaning of this Bill of Sale, and that the Port Operator shall, on the Transfer Date, have peaceful and quiet possession and benefit of the Chattels

and Consumable Stock with good and marketable title thereto, save and except for the adverse claims, liens, charges and encumbrances set forth in Schedule "B".

3.01.02 Her Majesty agrees with the Port Operator that Her Majesty shall, on every reasonable request of the Port Operator, make, do, execute and deliver all further acts, deeds or assurances for more effectually and completely vesting in the Port Operator the Chattels and Consumable Stock in accordance with the terms and conditions of this Bill of Sale and for the purposes of registration.

3.01.03 The Port Operator agrees with Her Majesty that:

- (a) the Port Operator examined the Chattels and Consumable Stock, at or before the execution and delivery of this Bill of Sale and is satisfied with the condition thereof;
- (b) the Port Operator accepts the Chattels and Consumable Stock in the condition in which they are and where they are when examined as per Paragraph 3.01.03(a);
- (c) Her Majesty makes no warranty whatsoever with regard to the Chattels and Consumable Stock. In particular, Her Majesty makes no warranty against defects and deficiencies, patent or latent, nor any warranties of quality or fitness of the Chattels and Consumable Stock for any particular purpose;
- (d) there is no representation, warranty, collateral bill of sale or condition affecting this Bill of Sale or the Chattels and Consumable Stock, except as expressed in this Bill of Sale; and
- (e) the Port Operator will neither advance nor authorize to be advanced and agrees that it will be estopped from advancing any claim based upon or that would in law be predicated on the existence of any warranty referred to in Paragraph (c) or any representation, warranty, collateral agreement or condition referred to in Paragraph (d).

ARTICLE 4 - LEASES AND LICENCES AFFECTING CHATTELS

Section 4.01 Leases and Licences Affecting the Chattels

4.01.01 Her Majesty transfers to the Port Operator all Her right, title and interest in any lease or licence affecting the Chattels listed in Schedule "A" to the extent that such lease or licence is transferable in law and without any further assurance or consent by any third party. These leases and licences are set out in Schedule "C".

ARTICLE 5 - GENERAL PROVISIONS

Section 5.01 Entire Agreement

5.01.01 This Bill of Sale and the other agreements referred to in this Bill of Sale, set forth the entire agreement between the parties concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Bill of Sale or the other agreements referred to in this Bill of Sale.

Section 5.02 Assignment

5.02.01 Neither party shall assign this Bill of Sale nor any of the party's rights, duties or obligations hereunder. Any attempt by a party to assign this Bill of Sale or any of the party's rights, duties or obligations hereunder is void.

Section 5.03 Subdivisions

5.03.01 Unless otherwise stated, a reference in this Bill of Sale, by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph, Appendix, Schedule or Annex, refers to the Article, Section, Subsection, Paragraph, Subparagraph, Appendix, Schedule, or Annex, bearing that designation in this Bill of Sale.

Section 5.04 Headings

5.04.01 The division of this Bill of Sale into Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

Section 5.05 Number and Gender

5.05.01 Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 5.06 Business Day

5.06.01 If the day on which any act or payment is required to be done or made under this Bill of Sale is a day which is not a Business Day, then such act or payment is duly performed or made if done on the next following Business Day.

Section 5.07 Schedules

5.07.01 All capitalized words and phrases used in any of the attached Schedules shall have the same meanings as defined in this Bill of Sale, unless specifically defined in the Schedule.

Section 5.08 Statutes, Regulations and Rules

5.08.01 Any reference in this Bill of Sale to all or any part of any statute, regulation or rule, unless otherwise stated, is a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 5.09 Governing Law

5.09.01 This Bill of Sale is interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any paramount or applicable federal laws. Nothing in this Bill of Sale is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

Section 5.10 Construed Covenants

5.10.01 All of the provisions and each agreement or obligation of this Bill of Sale, even though not expressed as a covenant, are construed as covenants and agreements as though the words importing such covenants and agreements were used.

Section 5.11 Rights or Remedies

5.11.01 Nothing expressed or implied in this Bill of Sale, or any other agreement referred to in this Bill of Sale, is intended to or is construed to confer on or give any Person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Bill of Sale or any such other agreement.

Section 5.12 Time of Essence

5.12.01 Time is of the essence of this Bill of Sale.

Section 5.13 Amendment

5.13.01 This Bill of Sale may be amended only by a written agreement signed by the parties.

Section 5.14 Waiver

- 5.14.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.
- 5.14.02 No covenant or condition of this Bill of Sale may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition, and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Bill of Sale or by law, despite the forbearance or indulgence.

Section 5.15 Severability

- 5.15.01 If, for any reason, any provision of this Bill of Sale, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Bill of Sale and all the other provisions of this Bill of Sale shall nevertheless continue in full force and effect.

Section 5.16 Notice

- 5.16.01 All notices or other communications necessary for the purposes of this Bill of Sale shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or by facsimile, addressed,

(a) in the case of Her Majesty, to:

Maurice Landry
Regional Director General, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as Her Majesty may, from time to time, designate in writing to the Port Operator; and

(b) in the case of the Port Operator, to:

Jerry Dean
Chair, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

5.16.02 Any notice or communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
- (b) in all other cases, on the date of delivery.

If the postal service is interrupted or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 5.17 House of Commons

5.17.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Bill of Sale or to any benefit to arise therefrom.

Section 5.18 Conflict of Interest

5.18.01 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 any such situation.

Section 5.19 No Bribe

5.19.01 The Port Operator warrants that no bribe, gift, commission or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this Bill of Sale, pursuant to Section 121 of the *Criminal Code* (R.S.C. 1985, c. C-46).

Section 15.20 Counterparts

15.20.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Bill of Sale as evidenced by the signatures of their duly authorized directors, officers or representatives on the date hereinabove first written.

<original signed by>

Witness

<original signed by>

Witness
A Barnister (ML)

<original signed by>

Witness
A Barnister (ML)

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
<original signed by>
Per: _____
Minister of Transport

EXPLOITS VALLEY PORT CORPORATION
<original signed by>

Signature of Duly Authorized Signing
Director or Officer

<original signed by>

Print Name and Title of Authorized Signing
Director or Officer pursuant to a Resolution of the
Board of Directors of the Port Operator

<original signed by>
Per: _____
Signature of Duly Authorized Signing
Director or Officer
Scott W. Scenicur - DIRECTOR
Print Name and Title of Authorized Signing
Director or Officer pursuant to a Resolution of the
Board of Directors of the Port Operator

SCHEDULE "A" - LIST OF CHATTELS AND CONSUMABLE STOCK

This is Schedule "A" to the **Bill of Sale** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

All Chattels and Consumable Stock located on the Port of Botwood, Botwood, Newfoundland and Labrador on the Closing Date it being expressly understood and agreed there are no Significant Chattels.

**SCHEDULE "B" - LIST OF ADVERSE CLAIMS, LIENS, CHARGES AND
ENCUMBRANCES**

This is Schedule "B" to the **Bill of Sale** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

There are no adverse claims, liens, charges and encumbrances.

SCHEDULE "C" - LIST OF LEASES AND LICENCES

This is Schedule "C" to the **Bill of Sale** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

LIST OF LEASES AND LICENCES

CLIENT NAME	DOCUMENT TYPE	DOCUMENT NUMBER	START DATE	END DATE	AMOUNT	DETAILS
Town of Botwood PO Box 490 Botwood, NL A0H 1E0 Lisa Baker 709-257-2839	Lease	M1215090	01-Apr-2012	01-Mar-2015	\$2,736.00	20.865 acres to be used as the site for the tenant's wharves, warehouses and other shipping facilities.
Town of Botwood P.O. Box 490, Botwood, NL. A0H 1E0 Lisa Baker 709-257-2839	Lease	M1214084	01-Jan-2012	31-Dec-2014	\$575.00	28.3 Hectares of harbour bottom and uplands to be used only for a breakwater and marina, including the erection of buildings and installations connected herewith.
Irving Oil Commercial G.P. P.O. Box 26113, St. John's, NL A1C 5T9 Greg Boyde 709-758-3044 709-687-0101	Licence	M1013006	07-Aug-2010	06-Aug-2013	\$680.00	Permission to lay, maintain and operate 70 by 200 mm pipeline on the wharf to be used for the discharge of asphalt.
Valero Energy Inc. (formerly Ultramar Canada Inc.) 2200 McGill Ave, Montreal, Qc, H3A 0G7 Martin Longpré Legal Affairs 514-499-6240	Licence	M1215064	01-Apr-2012	31-Mar-2015	\$250.00	Operate an 8" diameter pipeline, together with related facilities along the edge of the oil dock, leading to the storage tanks in the vicinity of the wharf. And the right to maintain two mooring dolphins in connection with the pipeline.

APPENDIX "C"

This is Appendix "C" to the Agreement to Transfer made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

OPERATING AGREEMENT

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OPERATING AGREEMENT

THIS AGREEMENT made in duplicate as of the 21 day of March, 2014.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** (“Her Majesty”), represented by the Minister of Transport (“Minister”),

OF THE FIRST PART

AND: **EXPLOITS VALLEY PORT CORPORATION**,, a corporation duly incorporated under the laws of the Province of Newfoundland and Labrador and having its head office at Botwood, Newfoundland and Labrador (“Port Operator”),

OF THE SECOND PART

WHEREAS the parties have entered into an Agreement to Transfer (“Agreement to Transfer”) as of the 12th day of February, 2014, which relates to the Port located at Botwood, Newfoundland and Labrador;

AND WHEREAS under the Agreement to Transfer the parties have agreed to enter into this Agreement;

AND WHEREAS the Port Operator wishes to Operate, on its own behalf and not on behalf of Her Majesty, the Port of Botwood for a specified period of years;

AND WHEREAS Her Majesty has and will retain, after the Transfer Date, regulatory authority and enforcement powers with respect to standards of safety and security for the marine industry and traveling public at ports in Canada;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Agreement:

“Agreement” means this Operating Agreement, as amended from time to time and includes the documents attached as Schedules “A”, “B”, “C”, “D”, “E” and “F” inclusive, which form an integral part of this Agreement as fully as if they were set forth in their entirety;

“Agreement to Transfer” means the Agreement entered into between the parties as of the 12th day of February, 2014, which is registered in the Legal Registry of the Department of Transport as Instrument No.: 160951 and which relates to the Port located at Botwood, Newfoundland and Labrador;

“Applicable Environmental Laws” means all federal and provincial environmental laws of general application in the Province of Newfoundland and Labrador respecting environmental matters as those laws apply to the Port Operator or the Port or Her Majesty. In the event of conflict of laws, the highest standard shall be met;

“Assignment, Assumption and Indemnity Agreement” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Bill of Sale” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador;

“Canadian Inspection Services” means inspection services as provided by legislation of the CIS Departments, including the act of collecting revenue and of receiving, controlling, examining, interviewing, searching, detaining, removing and clearing conveyances, travelers and goods entering, departing or transiting Canada;

“Capital Project Provisions” means the provisions set out in Schedule “E”;

“Chattels” means items of tangible personal property (other than Consumable Stock) which are used for the Operation of the Port;

“CIS Departments” means those departments or agencies of Her Majesty, or any successor department or agency, which provide Canadian Inspection Services at Canadian Ports and includes:

- (a) Agriculture and Agri-Food Canada;
- (b) Canada Border Services Agency;
- (c) Canada Revenue Agency;
- (d) Citizenship and Immigration Canada;
- (e) Health Canada;
- (f) Public Safety Canada; and
- (g) Transport Canada.

“Closing” means the execution and delivery of the Instruments listed in Section 2.02 of the Agreement to Transfer;

“Closing Date” means the 21st day of the month of March, 2014, or such other date as the Minister and the Port Operator may agree as the date on which the Closing shall take place;

“Consumable Stock” means consumables which are used for the Operation of the Port;

“Contaminant” means any substance, howsoever defined in any Applicable Environmental Laws, which is hazardous to persons, animals or plants and which affects the soil of or the water (including sediment) in, on, over or under the Port Lands or any Port Facilities;

“Contracted Operator” has the meaning set out in Article 3 of this Agreement;

“Contribution” means a payment for a specified purpose, which is subject to being accounted for and audited pursuant to the Contribution Agreement;

“Contribution Agreement” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Costs” means all expenses, losses, charges and payments relating to an event and including any professional, consultant and legal fees (on a “solicitor and his own client” basis) of professionals and consultants retained by a party;

“Damages” means any loss, cost or damage including, but not limited to direct, indirect, incidental, special, exemplary, consequential or otherwise, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors or buyers, diminution in value of the Port or any part thereof, inability to use any part of the Port and Costs;

“Eligible Expenditures” means reasonable and substantiated expenditures directly related to the Operation of the Port, which are in the Minister’s opinion properly and reasonably incurred and is limited to:

- (a) those items listed in Schedule “F” hereto;
- (b) expenditures relating to the purchase of operating, maintenance or construction equipment and related facilities that:
 - (i) bring the Port up to a minimum safety standard; or
 - (ii) render the Port in compliance with regulatory or insurance requirements;

- (c) expenditures for the replacement or improvement of facilities for the purpose of:
 - (i) bringing the Port up to a minimum safety standard; or
 - (ii) rendering the Port in compliance with regulatory or insurance requirements;
- (d) expenditures relating to environmental land clean-up;
- (e) expenditures related to the purchase of real property upon which Port Facilities are encroaching; and
- (f) expenses related to the Federal Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Provincial Sales Tax (PST), net of any input tax credits or rebates that may be claimed by the Port Operator.

For the purposes of this definition, a “reasonable expenditure” means the price paid for an item or service is one that would be paid in a competitive and open market, in the area serviced by the Port, under conditions where there is a willing buyer and a willing seller, each acting prudently, knowledgeably, and under no undue influence.

“Existing Expenditure Agreement” has the meaning set out in the Assignment, Assumption and Indemnity Agreement;

“Existing Facilities” means any wharf, dock, pier, float, dolphin, berthing or mooring facility, breakwater, building, structure, improvement, infrastructure, facility and utility located on, in, over, under or through the Port Lands which is owned by Her Majesty immediately prior to the Transfer Date, and all pavement, landscaping and fixtures associated therewith;

“Existing Revenue Agreement” has the meaning set out in the Assignment, Assumption and Indemnity Agreement;

“Highest and Best Use Value at Transfer Date (HBUV)” means Three Hundred and Seventy-seven Thousand Dollars (\$377,000.00) in Canadian currency, as determined by Her Majesty;

“Minister” means the Minister of Transport or any person authorized in writing to act on the Minister’s behalf;

“Monitoring Period” means the period of years immediately following the Operating Period as set out in Section 4.03;

“Navigation Aids” means

- (a) light houses, light ships, floating and other lights, lanterns and other signals, buoys and beacons, radio aids to marine navigation, anchors and landmarks acquired, constructed, repaired, maintained, improved, erected, placed or laid down for the greater security and facility of marine navigation, and
- (b) any equipment or special electrical distribution cables required to bring electrical power to or to operate any aids contemplated in Paragraph (a) of this definition;

“Operate” or “Operation” means to carry out or cause to be carried out in an active, diligent and continual basis, and at minimum, the activities described in Schedule “A”;

“Operating Period” means the period of time during which the Port Operator is obligated to Operate the Port in accordance with Section 3.01;

“Operating Port Records” means the Port Operator’s records relating to the business and affairs of the Operation of the Port and shall include but not be limited to:

- (a) records relating to the management, operation, maintenance, repairs and replacement of the Port Facilities; and
- (b) statistics related to the use of the Port.

“Option to Purchase Agreement” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted;

“Port” means the Port Lands, including the Port Facilities;

“Port Facilities” means Existing Facilities and includes those facilities described in Schedule “C”;

“Port Lands” means all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Town of Botwood, in the Electoral District of Exploits, in the Province of Newfoundland and Labrador as more particularly described in Schedule “B”;

“Port Records Provisions” means the provisions attached as Schedule “D”;

“Project Contribution” means a payment for a specified purpose, which is subject to being accounted for and audited pursuant to the Project Contribution Agreement;

“Project Contribution Agreement” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Remedial Work” means any work required under the Applicable Environmental Laws to remedy an adverse environmental condition caused by the existence of a Contaminant affecting the soil or the water (including sediment) in, on, over or under the Port;

“Report” means the

- (a) Baseline Environmental Assessment of Transport Canada’s Real Property and Public Harbour of Botwood, Newfoundland. Botwood, NL, Fracflow Consultants Ltd, August, 1996;
- (b) Marine Sediment Quality Report, Federal Public Harbour of Botwood. Botwood, NL, Transport Canada, May 1999;
- (c) Harbour Sediment and Ecological Risk Assessment. Botwood Harbour, Botwood, NL, Jacques Whitford Environment Limited (JWEL), April 2000;
- (d) Preliminary Quantitative Ecological Risk Assessment. Botwood Harbour, Botwood, NL, Jacques Whitford Environment Limited, March 2002;
- (e) Inventory of Public Port and Port Facility Outfalls, Various Locations, NL, SNC Lavalin, 2004 (small excerpt in report);
- (f) Marine Sediment Sampling/Bioavailability, Study at Botwood Harbour, NL, LGL Limited, October 2004;
- (g) Evaluation of Metals Bioavailability in Botwood Harbour, NL and Potential Ecological Impacts. Botwood, NL, Cantox Environmental, May 2005;
- (h) Bottom Sediment and Upland Sampling, Various Ports, NL, AFN Engineering, August 2005. (small excerpt in report);
- (i) Soil Sampling Program, Botwood Harbour Upland Property, Botwood, NL, AMEC February 2010;

- (j) Screening Level Human Health Risk Assessment, Botwood Harbour, Botwood, NL, AMEC March 2010;
- (k) Sediment Sampling Program, Botwood Public Harbour, Botwood, NL, AMEC April 2010;
- (l) Sediment and Fish Sampling Program and Human Health Risk Assessment, Botwood Harbour, NL, AMEC March 2011;
- (m) Harbour Sediment Sampling Program, Botwood Public Harbour, Botwood, NL, CBCL February 2012; and
- (n) Marine Sediment Sampling at the Former Abitibi Waterlot, Botwood, NL, Dillon Consulting, January 2013;

“Subcontractor” has the meaning set out in Article 3 of this Agreement; and

“Transfer Date” means the day immediately following the Closing Date commencing at 00:00 hours.

ARTICLE 2 – TERM

Section 2.01 Effective Date and Term of the Agreement

- 2.01.01 This Agreement shall take effect on the Transfer Date and, subject to compliance with the Port Records Provisions, shall terminate on __ March, 2023.

ARTICLE 3 – OPERATION OF THE PORT

Section 3.01 Operation of the Port

- 3.01.01 As of the Transfer Date, the Port Operator shall, on its own behalf and not on behalf of Her Majesty, Operate the Port for a period of two (2) years in accordance with the terms and conditions of this Agreement and applicable law.
- 3.01.02 For the purposes of Subsection 3.01.01, and subject to Subsection 13.15.01, the Port Operator may fulfill its obligation by entering into an arrangement with a Person (“Contracted Operator”) to Operate the Port on the Port Operator’s behalf provided that:
 - (a) the Port Operator shall obtain from the Contracted Operator and from any other Person who has entered into an arrangement with the Contracted Operator to Operate the Port (“Subcontractor”), written covenants, obligations or agreements with respect to the Operation of the Port in

terms which are no less stringent than this Agreement which shall include, but are not limited to, obligations for the Contracted Operator and any Subcontractor to:

- (i) acknowledge and agree to be bound by the provisions of the Contribution Agreement with respect to Contribution funds, or any part thereof, disbursed to the Contracted Operator by the Port Operator;
 - (ii) maintain a separate account exclusively dedicated for the Operation of the Port and at a minimum, maintain separate ledger accounts for all revenues and expenses;
 - (iii) keep records of operating costs and revenues for the Port in accordance with generally accepted accounting principles and keep such records separately from any other records;
 - (iv) permit all records, including financial statements, of the Contracted Operator and any Subcontractor with respect to the Operation of the Port and anything directly related to this Agreement, to be open for audit and inspection by the Minister during business hours, and to permit the Minister to take copies and extracts therefrom;
 - (v) provide, to the satisfaction of the Minister, such information as may be required in connection with the audit and inspection referred to in Subparagraph (iv); and
 - (vi) meet the obligations referred to in Subparagraphs (iv) and (v) for six (6) years computed from the date of termination of the Operating Agreement;
- (b) notwithstanding any arrangements made by the Port Operator with a Contracted Operator or Subcontractor, the Port Operator shall retain management of, and responsibility for, this Agreement, Project Contribution Agreements, Contribution Agreements and all obligations thereunder ; and
- (c) the Port Operator shall remain liable to Her Majesty in respect of all its obligations hereunder notwithstanding any arrangements with a Contracted Operator or Subcontractor.

3.01.03

The Port Operator shall provide to the Minister, within thirty (30) days of their execution, copies of all agreements between the Port Operator and the Contracted Operator and all agreements between the Contracted Operator and any Subcontractor entered into during the term of this Agreement regarding the

Operation of the Port. Receipt by the Minister of such copies does not constitute approval or acceptance by Her Majesty of any of the terms and conditions of the agreements.

3.01.04 The Port Operator shall keep, perform or observe all of the covenants, agreements, provisions, conditions or provisos in any other agreement made between the parties hereto regarding the Port on the part of the Port Operator to be kept, performed, or observed.

3.01.05 Without limiting the generality of Subsection 3.01.01, the Port Operator shall, at its cost:

- (a) comply with all laws, regulations, by-laws, standards and rules now or hereafter in force, applicable to the Port Operator or to the Operation of the Port;
- (b) provide and maintain, or cause to be provided and maintained, at no cost to Her Majesty, the Minister or CIS Departments, facilities at the Port which are adequate for the performance of Canadian Inspection Services, as determined by the CIS Departments and, if applicable, in accordance with any further agreement between Her Majesty and the Port Operator regarding such facilities; and
- (c) unless otherwise directed by the Minister, ensure that general policing functions, including control of marine traffic, vehicular traffic, parking, pedestrians and crowds, as applicable, are performed.

3.01.06 Subject to any other agreement which the parties may make regarding the Port or navigable waters adjacent to the Port, nothing in this Agreement precludes Her Majesty from continuing, on or after the Transfer Date, to carry on or cause to be carried on at the Port or navigable waters adjacent to the Port, governmental functions including, without limitation:

- (a) functions relating to marine navigation and traffic control, including functions relating to Navigation Aids administered by the Department of Fisheries and Oceans (Canadian Coast Guard) or any successor department or agency;
- (b) certain protective policing functions, particularly as they relate to marine security and the prevention of terrorism;
- (c) Canadian Inspection Services;

- (d) functions relating to inspection and security for which the Department of Transport is responsible, or any successor department or agency; and
- (e) the enforcement of law.

Section 3.02 Termination of Operations

- 3.02.01 Where, during the Operating Period, the Port Operator intends to cease to Operate the Port, the Port Operator shall give to the Minister six (6) months prior notice of its intention to cease to Operate the Port as of a specified date.
- 3.02.02 Where the Port Operator gives notice pursuant to Subsection 3.02.01, Her Majesty shall have an option to purchase the Port in accordance with the Option to Purchase Agreement and Her Majesty may, in addition to any other remedies available to Her Majesty, terminate this Agreement by giving fifteen (15) days notice to the Port Operator.

Section 3.03 Deemed Notice

- 3.03.01 Where Her Majesty becomes aware that the Port Operator and its Contracted Operator (if any) have ceased to Operate the Port and the Minister has not received notice as required under Subsection 3.02.01, subject to Her Majesty providing the Port Operator with a fifteen (15) day notice, the Port Operator shall be deemed to have given notice to the Minister on the date of expiration of the fifteen (15) day notice. Her Majesty shall have an option to purchase the Port in accordance with the Option to Purchase Agreement and Her Majesty may, in addition to any other remedies available to Her Majesty, terminate this Agreement without any further notice.

ARTICLE 4 – DISPOSITION OF PORT LANDS, PORT FACILITIES AND SIGNIFICANT CHATTELS

Section 4.01 Definition

- 4.01.01 For the purposes of this Article:

“**Significant Chattels**” means any of the chattels listed in Schedule “A” to the Bill of Sale which, if it had remained the property of Her Majesty would have had on the day of disposition, a listed depreciated book value of One Hundred Thousand Dollars (\$100,000.00) or greater.

“Deemed Proceeds of Disposition” means

- (a) with respect to the Port:
 - (i) an amount equal to the Highest and Best Use Value at Transfer Date (HBUV); or
 - (ii) if the amount in Subparagraph (i) cannot be determined for the portion of the Port being disposed, an amount equal to the highest and best use value of the Port Lands or Port Facilities located thereon at the time of the proposed disposal as determined, at the Port Operator’s expense, by an independent appraiser appointed by Her Majesty;
- (b) with respect to Significant Chattels, an amount equal to the listed depreciated book value of the Significant Chattel, at the date of the proposed disposal, as if it had remained the property of Her Majesty.

Section 4.02 The Port Operator’s Ability to Deal with Port Lands, Port Facilities and Significant Chattels during Operating Period

- 4.02.01 During the Operating Period, the Port Operator may mortgage, pledge or otherwise encumber the Port Lands, Port Facilities or any or all Significant Chattels with the prior written consent of the Minister, such consent not to be unreasonably withheld.
- 4.02.02 Subject to Subsections 4.02.03 to 4.02.05, inclusive, and notwithstanding Section 13.15, the Port Operator may, during the Operating Period, dispose of any portion of the Port Lands, Port Facilities or any and all Significant Chattels which are not necessary for the Operation of the Port.
- 4.02.03 During the Operating Period, if the Port Operator proposes to dispose of any portion of the Port Lands, Port Facilities or Significant Chattels, the Port Operator, prior to entering into any binding agreement,
 - (a) shall send a notice to the Minister, setting out in sufficient detail a description of the Port Lands, Port Facilities or the Significant Chattels it proposes to dispose of;
 - (b) obtain the Minister’s prior written consent for the disposal; and
 - (c) may request a meeting with the Minister to ascertain the Deemed Proceeds of Disposition.

- 4.02.04 If any portion of the Port Lands, Port Facilities and/or any and all Significant Chattels, are disposed of during the Operating Period, the Port Operator shall credit to a separate revenue account,
- (a) the Deemed Proceeds of Disposition with respect to the Port Lands; and
 - (b) the Deemed Proceeds of Disposition with respect to the Port Facilities; and
 - (c) the Deemed Proceeds of Disposition with respect to all or any of the Significant Chattels.

These amounts shall be used by the Port Operator:

- (i) firstly, to repay to Her Majesty any amount paid by Her Majesty under the Contribution Agreement
- and
- (ii) secondly (after payment under Subparagraph (i) of this Section), to pay for Eligible Expenditures for the Operation of the Port as set out in Schedule "F" to this Agreement and/or capital improvements in support of Port Operations.

- 4.02.05 If, during the Operating Period, the Port Operator fails to apply the Deemed Proceeds of Disposition in accordance with the provisions of Subsection 4.02.04, such amount shall constitute a debt due to Her Majesty.

Section 4.03 The Port Operator's Ability to Deal with Port Lands, Port Facilities and Significant Chattels during Monitoring Period

- 4.03.01 Subject to Subsections 4.03.02 to 4.03.04, inclusive, and notwithstanding Section 13.15, the Port Operator may, during a period of seven (7) years immediately following the Operating Period ("Monitoring Period") dispose of all or any portion of the Port Lands, Port Facilities and/or Significant Chattels.

- 4.03.02 During the Monitoring Period, if the Port Operator proposes to dispose of all or any portion of the Port Lands, Port Facilities and/or Significant Chattels, the Port Operator, prior to entering into any binding agreement,

- (a) shall send a notice to the Minister setting out in sufficient detail a description of the Port Lands, Port Facilities and/or Significant Chattels it proposes to dispose of;
- (b) obtains the Minister's prior written consent for the disposal; and

- (c) may request a meeting with the Minister to ascertain the Deemed Proceeds of Disposition.

4.03.03

During the Monitoring Period, if all or any portion of the Port Lands, Port Facilities and/or Significant Chattels are disposed of, the Port Operator shall credit to a separate revenue account,

- (a) the Deemed Proceeds of Disposition in respect of all or any of the Port Lands; and
- (b) the Deemed Proceeds of Disposition in respect to the Port Facilities; and
- (c) the Deemed Proceeds of Disposition in respect of all or any of the Significant Chattels

These amounts shall be used by the Port Operator:

- (i) firstly, to repay to Her Majesty any amount paid by Her Majesty under the Contribution Agreement; and
- (ii) secondly (after payment under Subparagraph (i) of this Section), to pay Her Majesty and the Port Operator in the amounts shown for the various years in the following table:

Year	Her Majesty	Port Operator
First Year of the Monitoring Period	\$134,456.07	\$242,543.93
Second Year of the Monitoring Period	\$118,351.16	\$258,648.84
Third Year of the Monitoring Period	\$101,176.87	\$275,823.13
Fourth Year of the Monitoring Period	\$82,862.22	\$294,137.78
Fifth Year of the Monitoring Period	\$63,331.47	\$313,668.53
Sixth Year of the Monitoring Period	\$42,503.88	\$334,496.12
Seventh Year of the Monitoring Period	\$20,293.34	\$356,706.66

- 4.03.04 If the Port Operator undertakes a major capital expenditure to either refurbish or upgrade facilities at the Port during the Operating Period or Monitoring Period, the Port Operator may request an amendment of Subsection 4.03.03 to reduce the percentage of the amount due and payable to Her Majesty.

ARTICLE 5 – REMEDIAL WORK

Section 5.01 Her Majesty's Obligation

- 5.01.01 Subject to Subsection 5.01.02 and Sections 5.02 to 5.05, inclusive, Her Majesty shall, as soon as is reasonably feasible upon receipt of the Report, at Her Majesty's own cost and expense, perform or have performed any Remedial Work.
- 5.01.02 The parties agree that Her Majesty's obligations under Subsection 5.01.01 are for the exclusive benefit of the Port Operator and successors and permitted assigns and shall not be for the benefit of any other Person.

Section 5.02 Limitations on Her Majesty's Liability

- 5.02.01 The parties agree that for the purposes of Subsection 5.01.01, the Contaminants shall be determined by reference to the Applicable Environmental Laws in existence immediately prior to the Transfer Date in respect of lands zoned industrial/commercial.
- 5.02.02 For greater certainty, the parties agree that in no event shall Her Majesty be responsible or liable for Remedial Work relating to any Contaminant
- (a) if the Contaminant was added to or put in, on or over the Port Lands or Port Facilities on or after the Transfer Date;
 - (b) if any act or omission of any Person on or after the Transfer Date contributed to any substance becoming a Contaminant;
 - (c) which, on or after the Transfer Date, is released or spilled, or leaks or flows from any container, tank, pipe, conduit, tube or any related or other equipment in which any substance is contained or by or through which any substance is transmitted or transported; or

Section 5.03 Performance of Remedial Work

- 5.03.01 If the Remedial Work for which Her Majesty is responsible has not been completed prior to the Transfer Date, the Port Operator
- (a) shall provide to Her Majesty and Her officers, employees, agents, contractors, subcontractors and consultants access to the Port at any time

or times during reasonable hours and without cost in order to perform such Remedial Work; or

- (b) may undertake to carry out the Remedial Work where Her Majesty agrees to contribute to the Port Operator that portion of the contract price related solely to the performance of such Remedial Work.

Section 5.04 Contract

5.04.01 The Port Operator shall not perform any Remedial Work or enter into any contract to perform any Remedial Work for which it will claim any contribution from Her Majesty without the prior written consent of Her Majesty.

5.04.02 If the Remedial Work undertaken by the Port Operator or the contract entered into by the Port Operator to perform Remedial Work includes the performance of any other work,

- (a) the Port Operator's cost of the Remedial Work, or
- (b) the portion of the contract price related solely to the Remedial Work

shall be identified and separated from the balance of the cost of the work.

5.04.03 For the purposes of Subsection 5.04.02, Her Majesty's liability shall be:

- (a) conditional upon the identification and separation, on a fair and accurate basis, of that portion of the cost which is directly and solely related to the Remedial Work from all other work being performed, and
- (b) limited to the portion of the cost directly and solely related to the Remedial Work.

Section 5.05 Right of Entry

5.05.01 The Port Operator agrees that Her Majesty and Her agents, employees or contractors may enter upon the Port at any time during reasonable hours, with machinery or equipment, for the purpose of carrying out the Remedial Work pursuant to Subsection 5.03.01, provided that by the exercise of such rights Her Majesty shall:

- (a) indemnify and save harmless the Port Operator from all claims and demands directly arising from the negligent exercise of the right of entry by Her Majesty, Her agents, employees or contractors for whom in law Her Majesty is responsible; and

- (b) repair and make good or pay compensation for any damage done to the Port directly arising from the negligent exercise of the right of entry by Her Majesty, Her agents, employees or contractors for whom in law Her Majesty is responsible.

ARTICLE 6 – DEBTS DUE TO HER MAJESTY

Section 6.01 Debts Due to Her Majesty

- 6.01.01 Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty, and the Port Operator shall, on demand for payment issued by the Minister, pay all such amount forthwith to Her Majesty.

Section 6.02 Interest on Debts Due to Her Majesty

- 6.02.01 In accordance with the *Interest and Administrative Charges Regulations, SOR/96-188*, in all cases where there is a debt due to Her Majesty, interest calculated and compounded monthly at the average bank rate plus three per cent is payable on that amount and accrues during the period beginning on the due date and ending on the day on which payment is received by Her Majesty or a duly authorized agent of Her Majesty.

Section 6.03 Set-Off

- 6.03.01 If there is a debt due to Her Majesty by the Port Operator, Her Majesty may, in Her sole discretion and in addition to any other remedies available to Her Majesty, retain the amount of the indebtedness by way of deduction from or set-off against any sum of money that may be due or payable by Her Majesty to the Port Operator.

ARTICLE 7 – DEFAULT

Section 7.01 Default

- 7.01.01 If, during the term of this Agreement,
 - (a) the Port Operator is in default of any provision of this Agreement, other than Subsection 3.01.01, or of any provision of any other agreement referred to in the Agreement to Transfer, and such default continues for a period of thirty (30) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;
 - (b) the Port Operator becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or

insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due;

- (c) the Port Operator is convicted of any offence against the law, order or regulation of Canada or duly constituted authority thereof or the conditions of any licence, or of being an accessory to any such offence, and if such offence is committed in connection with the Operation of the Port; or
- (d) the Contracted Operator or the Subcontractor
 - (i) does not maintain the Contribution in a separate account exclusively dedicated to the Operation of the Port;
 - (ii) does not maintain separate ledger accounts for all revenues and expenditures relating to the Operation of the Port;
 - (iii) does not keep records in accordance with generally accepted accounting principles and does not keep such records separately from any other records;
 - (iv) does not keep open for audit and inspection by the Minister, during business hours, the records with respect to the Port and anything directly related to the Agreement; or
 - (v) does not furnish to the Minister such other information as the Minister considers relevant in connection with an audit and inspection referred to in Subsection 12.03.01; and

such default continues for a period of thirty (30) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;

this shall constitute default and Her Majesty may, in addition to any other remedies available to Her Majesty, terminate this Agreement.

ARTICLE 8 – RIGHT TO CHARGE

Section 8.01 Right to Charge

8.01.01 Nothing in this Agreement precludes the Port Operator and its successors and permitted assigns from charging and taking whatever lawful action the Port Operator deems appropriate in order to charge and collect berthage, wharfage and other user charges at the Port.

- 8.01.02 The Port Operator covenants to give not less than ninety (90) days advance public notice, through appropriate local media, of its intention to impose any port user charges or any planned increases in port user charges (excluding rent). The public notice shall include an explanation of the justification for such imposition of or increase in the port user charges.

ARTICLE 9 – NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Section 9.01 No Partnership, Joint Venture or Agency

- 9.01.01 Her Majesty and the Port Operator expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Her Majesty or the Port Operator shall constitute or be deemed to constitute Her Majesty and the Port Operator as partners, joint venturers or principal and agent in any way or for any purpose. The Port Operator shall not represent or hold itself out to be an agent of Her Majesty. No party shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party.
- 9.01.02 The Port Operator agrees to be liable to Her Majesty for any liability that Her Majesty incurs by virtue of being found to be liable with the Port Operator as a partner of, joint venturer with, or principal of the Port Operator. For greater certainty, the Port Operator assumes no responsibility for any liability to Her Majesty arising as a result of the act or omission of Her Majesty or Her agent which are the basis for the finding that Her Majesty or Her agent is a partner of, joint venturer with, or principal of the Port Operator.
- 9.01.03 For greater certainty, neither this Agreement nor any other agreement made pursuant to this Agreement nor any other document which may be necessary or desirable for purposes of completing the transaction contemplated by this Agreement, shall constitute or be construed or be deemed to constitute or be construed as a delegation by the Minister to the Port Operator of any of his powers, duties or functions.

ARTICLE 10 – INDEMNITY AND CONDUCT OF ACTIONS

Section 10.01 Indemnity

- 10.01.01 The Port Operator agrees, at all times, to indemnify and save harmless Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any

officers, servants, employees, or agents of Her Majesty while acting within the scope of their duties or employment.

- 10.01.02 If Her Majesty is made a party to any action, suit or proceeding in respect of a matter for which the Port Operator is obligated to indemnify Her Majesty, the Port Operator shall defend such action, suit or proceeding in the name of Her Majesty at the Port Operator's expense. The foregoing obligation of indemnification shall be subject to the requirement that the Port Operator shall, in respect of any claim made by a third party, be notified by Her Majesty of all material particulars thereof and be afforded an opportunity at the Port Operator's sole expense to resist, defend and compromise the same, provided that the Port Operator shall not be obligated to do so; and further provided that if the Port Operator does not assume the defense of such claim, Her Majesty may defend against the claim in any manner She deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

ARTICLE 11 – ARBITRATION

Section 11.01 - Arbitration

- 11.01.01 In the event that a dispute, conflict, claim or controversy ("Dispute") arises out of or in connection with this Agreement, and the parties are not able to resolve the Dispute through discussions, then with the written agreement of the parties ("Arbitration Agreement"), the Dispute will be referred to binding arbitration in accordance with the *Commercial Arbitration Act* (R.S.C. 1985, c. 17 2nd Supp.).

For the purposes of this Article, a Dispute includes, without limitation, a dispute, conflict, claim or controversy, not involving the interpretation or application of the public law of Canada, and concerning:

- (a) the formation, validity, interpretation, application or enforceability of this Agreement;
 - (b) the performance, breach, termination or other discharge of the Agreement;
 - (c) the duties, rights, obligations or remedies of the parties pursuant to the Agreement.
- 11.01.02 For the purpose of each arbitration under this Agreement, the Port Operator shall constitute one party to the arbitration and Her Majesty shall constitute the other party to the arbitration.
- 11.01.03 If a Dispute arises and the parties do not resolve some or all of the Dispute through discussions, then, either party may give written notice, in accordance with Section 13.16, to the other party of its intent to enter into an Arbitration

Agreement (“Notice of Intent”). If the parties have not entered into an Arbitration Agreement within fifteen (15) Business Days of receipt of the Notice of Intent, the parties are not obligated to enter into such an Arbitration Agreement.

- 11.01.04 The parties shall, in the Arbitration Agreement, concisely describe the matter submitted for arbitration. The parties further agree that the arbitral proceedings will consist of oral hearings for the presentation of evidence (either oral, written or both) and for oral argument and that such hearings are to be held within sixty (60) Business Days of the date of the Arbitration Agreement.
- 11.01.05
- (a) An arbitration under this Agreement shall be conducted by one arbitrator chosen by agreement of the parties.
 - (b) If the parties are unable to agree on the choice of an arbitrator within ten (10) Business Days from the date of execution of the Arbitration Agreement there shall be (3) arbitrators (the “Arbitral Panel”).
 - (c) Either party may nominate one arbitrator and upon doing so shall in writing notify the other party of that nomination. Within (10) Business Days after receiving such notice, the other party shall nominate a second arbitrator. The two arbitrators shall within ten (10) Business Days after selection of the second arbitrator select a third arbitrator to be chairperson of the Arbitral Panel and to act jointly with them. If the two arbitrators fail to agree on the selection of the third arbitrator, the third arbitrator shall be designated by the ADR Institute of Canada upon application by either party.
 - (d) A person eligible for appointment as an arbitrator:
 - (i) will be an experienced arbitrator or counsel having training in arbitration;
 - (ii) be an independent and impartial; and
 - (iii) preferably, will have knowledge of, or experience in the subject matter in dispute.
- 11.01.06 The sole arbitrator or Arbitral Panel, as the case may be, (“Arbitrator”) shall have the right to grant legal and equitable relief and to award costs (including legal fees and the costs of the arbitration) and interest. The Arbitrator shall not be authorized to decide ex aequo et bono or as amiable compositeur. Nothing contained therein shall be construed to permit the Arbitrator to award punitive, exemplary or any similar damages.

- 11.01.07 Except to the extent that it may be inconsistent with the procedure set out in this Article, the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))* shall govern the arbitration of a Dispute under this Agreement.
- 11.01.08 The arbitration shall take place in the City of St. John's, Newfoundland and Labrador, at such place and time as the Arbitrator may fix for the purpose of hearing the evidence and representations that the parties may present. The arbitration proceedings shall be conducted in either French or English, with the agreement of the parties. No later than twenty (20) Business Days after the hearing the representations and evidence of the parties, the Arbitrator shall make its determination in writing and deliver one copy to each of the parties.
- 11.01.09 The arbitration proceedings shall be open to the public.
- 11.01.10 The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the arbitration. This exchange shall be completed no later than ten (10) Business Days prior to the date set for the arbitration hearing.
- 11.01.11 All information exchanged during this entire procedure shall be regarded as "without prejudice" communications. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.
- 11.01.12 Subject to the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))*, the decision of the Arbitrator, or a majority of its members, shall be final and binding upon the parties in respect of all matters relating to the arbitration, the conduct of the parties during the proceedings, and the final determination of the issues in the arbitration. The decision shall be in writing and include reasons for the decision. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 11.01.13 The costs of any arbitration hereunder shall be borne by the parties in the manner specified by the Arbitrator in its determination.
- 11.01.14 The Arbitrator shall resolve the Dispute in accordance with the laws of Newfoundland and Labrador.
- 11.01.15 It is agreed that the sole arbitrator or any member of the Arbitral Panel will neither request nor testify on behalf of any of the parties in any subsequent proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the sole arbitrator or any member of the Arbitral Panel made in relation to this arbitration are confidential and may not be

used in any subsequent proceeding between the parties, or where they are opposed in interest.

ARTICLE 12 – ACCOUNTING RECORDS, FINANCIAL REPORTS, AUDIT AND PERFORMANCE REPORTING

Section 12.01 Separate Account

- 12.01.01 The Port Operator shall maintain a separate account exclusively dedicated for the Operation of the Port and, in that regard shall, at a minimum, maintain separate ledger accounts for all revenues and expenses.

Section 12.02 Records

- 12.02.01 The Port Operator shall keep records, and shall ensure that any Contracted Operator and Subcontractor keep records, for the Operation of the Port in accordance with generally accepted accounting principles and the Port Operator shall keep such records and shall ensure that any Contracted Operator and Subcontractor keep such records separately from any other records.
- 12.02.02 The Port Operator shall prepare and maintain for the Operating Period, and shall ensure that any Contracted Operator and/or Subcontractor shall prepare and maintain, the Operating Port Records.
- 12.02.03 The Port Operator shall, on request, provide to the Minister, copies of any record referred to in Article 12 and such other information the Minister requires to carry out the Minister's functions.

Section 12.03 Audit and Inspection

- 12.03.01 The Port Operator shall keep open for audit and inspection by the Minister, and shall ensure that any Contracted Operator and Subcontractor keep open for audit and inspection by the Minister, during business hours, the records with respect to the Port and anything directly related to the Agreement, and, the Minister may take copies and extracts therefrom.
- 12.03.02 The Port Operator shall furnish, and shall ensure that the Contracted Operator and Subcontractor furnish, to the Minister such other information as the Minister considers relevant in connection with the audit and inspection referred to in Subsection 12.03.01.
- 12.03.03 The requirements referred to in Sections 12.02 and 12.03 shall remain in effect for six (6) years after the date of the termination of the Operating Agreement.

- 12.03.04 The Port Operator understands and agrees that any audit carried out by or on behalf of the Minister may be disclosed to the public by any means.

ARTICLE 13 – GENERAL PROVISIONS

Section 13.01 Entire Agreement

- 13.01.01 This Agreement and the other agreements referred to in this Agreement, set forth the entire agreement between the parties concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Agreement or the other agreements referred to in this Agreement.

Section 13.02 Subdivisions

- 13.02.01 Unless otherwise stated, a reference in this Agreement by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph or Schedule shall refer to the Article, Section, Subsection, Paragraph, Subparagraph or Schedule bearing that designation in this Agreement.

Section 13.03 Headings

- 13.03.01 The division of this Agreement into Articles, Sections, Subsections, Paragraphs, and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 13.04 Number and Gender

- 13.04.01 Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 13.05 Accounting Terms and Principles

- 13.05.01 All accounting and financial terms used in this Agreement shall, except where otherwise provided either expressly or by necessary implication in this Agreement, be interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada as they exist from time to time.

- 13.05.02 Where the Canadian Institute of Chartered Accountants or any successor thereto includes a statement in its Handbook or any successor thereto on a method or alternative methods of accounting, such statement shall be regarded as the only generally accepted accounting principle and generally accepted auditing standard applicable to the circumstances that it covers and references herein to generally accepted accounting principles and generally accepted auditing standards shall be interpreted accordingly.

Section 13.06 Business Day

- 13.06.01 If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment shall be duly performed or made if done on the next following Business Day.

Section 13.07 Schedules

- 13.07.01 All capitalized words and phrases used in any of the attached Schedules have the same meanings as defined in this Agreement unless specifically defined in the Schedule.

Section 13.08 Statutes, Regulations and Rules

- 13.08.01 Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 13.09 Governing Law

- 13.09.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any federal Crown prerogative.

Section 13.10 Construed Covenants

- 13.10.01 All of the provisions and each obligation or agreement of this Agreement, even though not expressed as a covenant, are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

Section 13.11 Time of Essence

13.11.01 Time is of the essence of this Agreement.

Section 13.12 Amendment

13.12.01 This Agreement may be amended only by a written agreement signed by the parties.

Section 13.13 Waiver

13.13.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.

13.13.02 No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 13.14 Severability

13.14.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is, to any extent, held or rendered invalid or unenforceable, then the particular provision is deemed to be independent of and severed from the remainder of this Agreement, and all the other provisions of this Agreement nevertheless continue in full force and effect.

Section 13.15 Assignment, Successors and Assigns

13.15.01 The Port Operator shall not

(a) assign its rights and obligations contained in this Agreement, or

(b) transfer, mortgage, lease or otherwise dispose of the Port

without the prior written consent of the Minister, not to be unreasonably withheld.

13.15.02 Notwithstanding any assignment by Her Majesty or any permitted assignment by the Port Operator of their respective benefits under this Agreement, Her Majesty

and the Port Operator shall, unless otherwise stated, each remain liable to the other in respect of its obligations hereunder.

13.15.03 No rights enure to the benefit of any transferee or assignee of the Port Operator unless the transfer or assignment is expressly permitted by this Agreement or consented to in writing by the Minister.

13.15.04 Nothing expressed or implied in this Agreement or in the other agreements referred to in this Agreement is intended to or shall be construed to confer on or to give any Person, other than the parties hereto and the successors and assigns of Her Majesty and the successors and permitted assigns of the Port Operator, any rights or remedies under or by reason of this Agreement or any other agreement referred to in this Agreement.

Section 13.16 Notice

13.16.01 All notices or other communications necessary for the purposes of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed,

(a) in the case of Her Majesty, to:

Maurice Landry
Regional Director General, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as the Minister may, from time to time, designate in writing to the Port Operator; and

(b) in the case of the Port Operator, to:

Jerry Dean
Chair, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

13.16.02 Any notice or other communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
- (b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 13.17 House of Commons

13.17.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement, or to any benefit to arise from it, that is not otherwise available to the general public.

Section 13.18 Conflict of Interest

13.18.01 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 any such situation.

Section 13.19 No Bribe

13.19.01 The Port Operator warrants that no bribe, gift, commission or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this Agreement, contrary to Section 121 of the *Criminal Code* (R.S.C. 1985, c. C-46).

Section 13.20 Survival

13.20.01 The rights of Her Majesty under Articles 6, 9, 10 and 12 shall survive the termination of this Agreement.

Section 13.21 Counterparts

13.21.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

<original signed by>

Witness

<original signed by>

Witness

A Barnster (NL)

<original signed by>

Witness

A Barnster (NL)

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

<original signed by>

Per: Minister of Transport

EXPLOITS VALLEY PORT
CORPORATION

<original signed by>

Per: Signature of duly Authorized Signing
Director or Officer

<original signed by>

Print Name and Title of Authorized Signing
Director or Officer pursuant to a Resolution of
the Board of Directors of the Port Operator

EXPLOITS VALLEY PORT
CORPORATION

<original signed by>

Per: Signature of duly Authorized Signing
Director or Officer

<original signed by>

Print Name and Title of Authorized Signing
Director or Officer pursuant to a Resolution of
the Board of Directors of the Port Operator

SCHEDULE "A" – PORT ACTIVITIES

This is Schedule "A" to the **Operating Agreement** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

PORT ACTIVITIES

To support navigation and shipping of waterborne products in the Province of Newfoundland and Labrador and such other non marine-related activities provided such activities do not impede or interfere with the waterborne activities.

SCHEDULE "B" – PORT LANDS DESCRIPTION

This is Schedule "B" to the **Operating Agreement** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

PORT LANDS DESCRIPTION

Lands as described in Public Works and Government Services Plan S-5813, S-5813-1.

SCHEDULE "C" – PORT FACILITIES DESCRIPTION

This is Schedule "C" to the **Operating Agreement** made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

PORT FACILITIES DESCRIPTION

The port facilities consist of:

- a marginal wharf structure (Transit Wharf) including Transit Shed;
- a finger pier wharf structure with one dolphin (Oil Dock);
- a marginal wharf/finger pier structure with two dolphins (Puddisters Wharf);
- waterlot.

The Marginal Wharf structure known as the Transit Wharf and Shed was constructed in 1965. The wharf is currently closed to all traffic. The wharf is 31.5m wide x 82m long. The wharf was constructed with steel pipe bearing piles with reinforced concrete pile caps and deck. The fender system is a hanging rubber "D" ring system, and timber ladders. When this wharf was closed all wheelguard and cleats were removed. The steel framed storage building known as the Transit Shed is 21.5m wide x 61.1m long.

The finger pier wharf structure known as the Oil Dock is 10.2m wide x 51.3m long, and is constructed with creosote timber bearing piles and creosote timber pile caps with a composite reinforced concrete and laminated timber deck. The structure was constructed in 1961. The fender system is open faced hardwood timbers, treated timber wheelguard and coping. There are 11 type "A" cleats, and there are 8 timber ladders along the wharf. The 6.8m wide x 10.0m long Dolphin is supported on treated timber piles. The dolphin has a mass concrete pile cap and is poured monolithically with the pile cap. The Dolphin fendering consists of untreated timber fenders on the East and West faces and a reinforced concrete copewall on the South berthing face. The South face additionally has three 3 cylindrical rubber fenders draped over the copewall.

The marginal wharf/finger pier structure known as Puddisters Wharf is approximately 14m wide x 180m long, it was constructed with creosote timber bearing piles and creosote timber pile caps, with creosote timber deck. The date of construction is assumed to be in the 1920's. The wharf is closed due to the severe deterioration of the structure. The dolphins were constructed with steel "H" piles and both have reinforced concrete decks. The rectangular dolphin is approximately 7m x 10m, the circular dolphin has a diameter of 4.6m.

The waterlot surrounding the wharves is approximately 326 ha.

SCHEDULE "D" – PORT RECORD PROVISIONS

This is Schedule "D" to the Operating Agreement made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

PORT RECORDS PROVISIONS

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

1.01.01 Capitalized words and phrases used in this Schedule, shall, unless specifically defined in this Section, have the meanings set out in the Operating Agreement.

1.01.02 In this Schedule:

"Existing Agreements" means all Existing Revenue Agreements and all Existing Expenditure Agreements as defined in the Assignment, Assumption and Indemnity Agreement, referred to in Section 2.02 of the Agreement to Transfer, when executed and delivered;

"Operating Agreement" means the agreement made by the parties as of the 21st day of March, 2014 of which this Agreement is an integral part;

"Modification" means any modification, repair, rehabilitation, reconstruction, improvement or transformation or any change, adjustment, addition, replacement or development;

"Post-Transfer Port Records" means any as-built drawings of any Modification to Existing Facilities and any records of the Port Operator, or held by the Port Operator, relating to any part or aspect of the Operation of the Port created or coming into existence on or subsequent to the Transfer Date and includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, operation manual, warranty certificate and any other documentary material, regardless of physical form or characteristics, and any copy thereof; and

"Pre-Transfer Port Records" means any records of the Minister, or held by the Minister, relating to any part or aspect of the Operation of the Port in existence immediately prior to the Transfer Date and includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microform, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof.

ARTICLE 2 - OWNERSHIP AND CONTROL OF PRE-TRANSFER PORT RECORDS

Section 2.01 Ownership and Control of Pre-Transfer Port Records

- 2.01.01 Her Majesty shall retain ownership of all Pre-Transfer Port Records.
- 2.01.02 Prior to the Transfer Date, Her Majesty shall remove all Pre-Transfer Port Records which are physically located at the Port.
- 2.01.03 On or before the Transfer Date, Her Majesty shall, subject to the federal *Access to Information Act* (R.S.C. 1985, c. A-1) and the federal *Privacy Act* (R.S.C. 1985, c. P-21), provide the Port Operator with photocopies of those Pre-Transfer Port Records and notarized copies of those Existing Agreements, which Her Majesty in Her absolute discretion deems relevant and material to the Port Operator for the Operation of the Port.
- 2.01.04 For greater certainty, this Schedule does not obligate Her Majesty to disclose or provide photocopies of any Pre-Transfer Port Record:
- (a) if such Pre-Transfer Port Record is a confidence of the Queen's Privy Council for Canada;
 - (b) the disclosure of which is prohibited or protected by law or by an agreement with a third party;
 - (c) the disclosure of which is at the discretion of Her Majesty under applicable law; or
 - (d) which Her Majesty in Her sole and unfettered discretion, deems irrelevant or immaterial.
- 2.01.05 All confidential information, other than confidential information that is authorized by law to be disclosed by Her Majesty or by the Port Operator, shall be held in confidence and shall not be disclosed.

ARTICLE 3 - CONFIDENTIALITY

Section 3.01 Confidentiality

- 3.01.01 The Port Operator shall protect the confidentiality of the Pre-Transfer Port Records which are confidential in nature, and the Port Operator expressly covenants and agrees to indemnify and save harmless Her Majesty from any claim or loss whatsoever arising out of any breach of confidentiality by the Port Operator, its directors, officers or employees or agents.

ARTICLE 4 - NO WARRANTY AS TO ACCURACY

Section 4.01 No Warranty as to Accuracy

- 4.01.01 The Port Operator acknowledges that Her Majesty, by assembling or providing copies of Pre-Transfer Port Records, is not warranting or representing as to the completeness, accuracy or any other matter relating to the Pre-Transfer Port Records nor is Her Majesty assuming any responsibility with respect to the Pre-Transfer Port Records.
- 4.01.02 The Port Operator assumes all liability and risk with respect to the completeness, accuracy or any other matter relating to the Pre-Transfer Port Records which it uses or relies upon or with respect to any use whatsoever it makes of any Pre-Transfer Port Records.
- 4.01.03 The Port Operator releases and forever discharges:
- (a) Her Majesty;
 - (b) any and all Persons who may have prepared or assembled the Pre-Transfer Port Records; and
 - (c) any and all Persons for whom any of the Persons mentioned in Paragraphs 4.01.03 (a) or (b) may be responsible in law,
- and the heirs and successors of any of them, from any and all claims whatsoever on any Pre-Transfer Port Records. The Port Operator further agrees that this section may be pleaded as an estoppel against any action commenced by the Port Operator relating to the Pre-Transfer Port Records or any use thereof or reliance thereon made by the Port Operator. This release does not apply if the claims whatsoever made or advanced against Her Majesty, or the Persons referred to in Paragraphs 4.01.03 (b) or (c), and the heirs and successors or any of them, are due to the fraudulent or negligent misrepresentation on the part of Her Majesty or any such Person.
- 4.01.04 The Port Operator shall indemnify and hold harmless Her Majesty, any Person mentioned in Paragraphs 4.01.03 (b) or (c), and the heirs or successors of any of them, of and from any and all claims, demands, expenses and costs whatsoever made or advanced against Her Majesty, any Person mentioned in Paragraphs 4.01.03 (b) or (c), and the heirs and successors of any of them, as a result of any use of or reliance on any Pre-Transfer Port Records whatsoever made or placed by the Port Operator or by any Person to whom access to such Pre-Transfer Port Record has been given by the Port Operator. This indemnification does not apply if the claims, demands, expenses and costs made or advanced against Her Majesty, or any of the Persons mentioned in Paragraphs 4.01.03 (b) or (c), are due

to the fraudulent or negligent misrepresentation on the part of Her Majesty or any such Person.

ARTICLE 5 - MAINTENANCE OF POST-TRANSFER PORT RECORDS

Section 5.01 Maintenance of Post-Transfer Port Records

5.01.01 During the Operating Period and Monitoring Period, the Port Operator shall maintain, at its own cost, proper Post-Transfer Port Records and take any reasonable action to protect such Post-Transfer Port Records from destruction.

ARTICLE 6 - ACCESS TO POST-TRANSFER PORT RECORDS

Section 6.01 Access to Post-Transfer Port Records

6.01.01 During the Operating Period and the Monitoring Period, the Port Operator shall provide access to the Minister, during normal business hours, to any Post-Transfer Port Records in accordance with Section 12.03 of the Operating Agreement.

6.01.02 In the event that Her Majesty exercises the Option to Purchase, the Port Operator shall provide forthwith, upon demand, to Her Majesty, and any representative of Her Majesty:

- (a) photocopies of those Post-Transfer Records;
- (b) notarized copies of any amendments, extensions or alterations of Existing Agreements; and
- (c) notarized copies of any legal documents, such as leases and licences

which Her Majesty, in Her sole discretion, may deem necessary.

SCHEDULE "E" – CAPITAL PROJECT PROVISIONS

This Schedule "E" to the Operating Agreement is made by Her Majesty the Queen in right of Canada and the Exploits Valley Port Corporation as of the 21st day of March, 2014.

CAPITAL PROJECT PROVISIONS

Not applicable

SCHEDULE "F" – ALLOWABLE EXPENSES FOR THE PURPOSES OF ARTICLE 4

This is Schedule "F" to the **Operating Agreement** made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21st day of March, 2014.

Human Resources

Salaries and Wages

Overtime

Allowances (Employee packages)

Employee Benefits (pension plan contributions, vacation pay, insurance plans relating to health, life, dental and income protection)

Training

Health Services

Management, Maintenance and Repair

Travel

Relocation

Postage and Freight

Telephone and Facsimile

Advertising

Publication

Insurance

Municipal Service Fees

Real Property Taxes

Public Utilities

Fuel

Materials and Supplies

Electronic Data Processing Supplies

Banking Fees

Investment Management Fees

Dredging

Professional Services

Security Services

Accounting Services

Architectural Services

Auditing Services

Business Development Planning

Engineering Services

Environmental Services

Informatic Services

Legal Services

Management Consulting Services

Repair and Maintenance Services

Rental Expenditures

Rental - Land

Rental - Buildings

Rental - Machinery and Equipment

Rental - Watercraft

Rental - Motor Vehicle

Rental - Computer

Rental - Office Equipment

Rental - Telecommunication Equipment

Rental - Other

APPENDIX "D"

This is Appendix "D" to the Agreement to Transfer made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

**ASSIGNMENT, ASSUMPTION
AND
INDEMNITY AGREEMENT**

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ASSIGNMENT, ASSUMPTION AND INDEMNITY AGREEMENT

THIS AGREEMENT made in duplicate as of the 21 day of March, 2014.

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

OF THE FIRST PART

AND: **EXPLOITS VALLEY PORT CORPORATION**, a corporation
 duly incorporated under the laws of the Province of Newfoundland
 and Labrador and having its head office at Botwood,
 Newfoundland and Labrador. **("Port Operator")**

OF THE SECOND PART

WHEREAS the parties have entered into an Agreement to Transfer ("Agreement to Transfer") as of the 12th day of February, 2014, which relates to the Port located at Botwood, Newfoundland and Labrador;

AND WHEREAS under the Agreement to Transfer, the parties agree to enter into this Agreement;

AND WHEREAS the parties agree that Her Majesty shall assign and the Port Operator shall accept an assignment of the Existing Agreements;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Agreement:

"Agreement" means this Assignment, Assumption and Indemnity Agreement, and includes Schedules "A" and "B" which form an integral part of this Agreement as fully as if they were set forth in their entirety;

"Agreement to Transfer" means the Agreement entered into between the parties as of the 12th day of February, 2014, which is registered in the Legal Registry of the Department of Transport as Instrument No.: 160951 and which relates to the Port located at Botwood, Newfoundland and Labrador;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador;

“Closing” means the execution and delivery of the Instruments listed in Section 2.02 of the Agreement to Transfer;

“Closing Date” means the 21st day of the month of March, 2014, or such other date as the Minister and the Port Operator may agree as the date on which the Closing shall take place;

“Existing Agreements” means all Existing Revenue Agreements and all Existing Expenditure Agreements;

“Existing Expenditure Agreement” means any contract, agreement or arrangement whatsoever existing between Her Majesty and any other Person on the Closing Date whereby the other Person:

- (a) has agreed to supply any service or any goods or materials for the Operation of the Port; or
- (b) has agreed to construct any building, structure, improvement or other fixture on any part of the Port Lands;

and whether or not such contract, agreement or arrangement is listed in Schedule “B”;

“Existing Facilities” means any wharf, dock, pier, float, dolphin, berthing or mooring facility, breakwater, building, structure, improvement, infrastructure, facility and utility located on, in, over, under or through the Port Lands which is owned by Her Majesty immediately prior to the Transfer Date, and all pavement, landscaping and fixtures associated therewith;

“Existing Revenue Agreement” means any lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or any other arrangement whatsoever existing between Her Majesty and any other Person on the Closing Date whereby Her Majesty has granted a right to occupy or use the whole or any part of the Port whether or not such lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or arrangement is listed in Schedule “A”;

“Occupant” means the tenant, subtenant, licensee, concessionaire, franchisee, user or other third party who occupies any part of the Port under any Existing Revenue Agreement;

“Operate (Operation)” means to carry out or cause to be carried out in an active, diligent and continual basis and at a minimum, the activities described in Schedule “A” to the Operating Agreement;

“Operating Agreement” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Option to Purchase Agreement” means the document referred to Section 2.02 of the Agreement to Transfer when executed and delivered;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted;

“Port” means the Port Lands, including the Port Facilities;

“Port Facilities” means Existing Facilities and includes those facilities described in Schedule “C” to the Operating Agreement;

“Port Lands” means all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Town of Botwood in the Electoral District of Exploits, in the Province of Newfoundland and Labrador as more particularly described in Schedule “B” to the Operating Agreement; and

“Transfer Date” means the day immediately following the Closing Date commencing at 00:00 hours.

ARTICLE 2 – ASSIGNMENT

Section 2.01 Assignment

2.01.01 As of the Transfer Date, and subject to Articles 5 and 11, Her Majesty assigns, transfers and makes over to the Port Operator, its successors and permitted assigns:

- (a) the right of reversion of Her Majesty in all Existing Revenue Agreements; and
- (b) all of the right, title and interest of Her Majesty in all Existing Agreements accruing on or after the Transfer Date.

ARTICLE 3 – ASSUMPTION

Section 3.01 Assumption

- 3.01.01 As of the Transfer Date, the Port Operator assumes, accepts and agrees to be bound by the Existing Agreements and covenants with Her Majesty and the Port Operator shall, on its own behalf and not on behalf of Her Majesty from and after the Transfer Date, observe and perform all covenants, conditions and agreements to be observed and performed by Her Majesty under all Existing Agreements.

ARTICLE 4 – RIGHTS

Section 4.01 Rights of the Port Operator

- 4.01.01 Subject to Article 5, it is agreed between the parties that the Port Operator shall have all the rights of Her Majesty under any Existing Agreement and that the Port Operator shall observe and perform all of the covenants, conditions and agreements to be observed and performed by Her Majesty, the Minister, or any other Person representing Her Majesty under any Existing Agreement, accruing on or after the Transfer Date.

Section 4.02 Warranty

- 4.02.01 The Port Operator shall have the benefit of any warranty which a third party has given to Her Majesty which applies to any Existing Expenditure Agreement to the extent that such warranty is transferable in law and without any further assurance or consent of any third party.

Section 4.03 Revenues

- 4.03.01 Her Majesty shall be entitled to all revenues derived from any Existing Revenue Agreement which revenues became due or accrued prior to the Transfer Date. The Port Operator shall be entitled to all revenues derived from any Existing Revenue Agreement which revenues become due or accrued on and after the Transfer Date.

ARTICLE 5 – NON-ASSIGNABILITY

Section 5.01 Non-Assignability

- 5.01.01 If the assignment of any Existing Agreement requires the consent or approval of any other third party (“Third Party Consent”), Her Majesty shall not be in breach of any of Her obligations or of any representation or warranty with respect to this Agreement or any Existing Agreement, provided that Her Majesty shall use all reasonable efforts to secure the Third Party Consent. Pending the effective assignment thereof, Her

Majesty shall hold in trust for the Port Operator, all rights or entitlements that Her Majesty has and shall deal with the same in accordance with the directions of the Port Operator. The Port Operator shall be responsible for and shall pay all obligations relating to such Existing Agreement on the same basis as if such Existing Agreement had been assigned to and assumed by the Port Operator pursuant to this Agreement, and the Port Operator shall reimburse Her Majesty for any payments made by Her Majesty pursuant to the terms of any such Existing Agreement.

- 5.01.02 Notwithstanding Subsection 5.01.01, if the benefit of any Existing Agreement cannot effectively be conveyed to the Port Operator, the assignment or proposed assignment of such Existing Agreement pursuant to the provisions of this Agreement is deemed never to have taken place.

ARTICLE 6 – RENT RECEIVED BY HER MAJESTY

Section 6.01 Rent Received by Her Majesty

- 6.01.01 Notwithstanding the assignment to and assumption by the Port Operator of any Existing Revenue Agreement, if Her Majesty receives, on or after the Transfer Date, any amount for the payment of rent or other amount in respect of that Existing Revenue Agreement relating to a time and accruing on or after the Transfer Date, then, subject to any arrears owing to Her Majesty under that Existing Revenue Agreement, Her Majesty agrees to pay, to the Port Operator the balance, if any, of any such sums as soon as practicable after receipt of the amount.

ARTICLE 7 – DEBTS DUE TO HER MAJESTY

Section 7.01 Debts Due to Her Majesty

- 7.01.01 Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and the Port Operator shall, on demand for payment issued by the Minister, pay all such amount forthwith to Her Majesty.

Section 7.02 Interest on Debt Due to Her Majesty

- 7.02.01 In accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, in all cases where there is a debt due to Her Majesty, interest calculated and compounded monthly at the average bank rate plus three per cent is payable on that amount and accrues during the period beginning on the due date and ending on the day on which payment is received by Her Majesty or a duly authorized agent of Her Majesty.

Section 7.03 Set-Off

- 7.03.01 If there is a debt due to Her Majesty by the Port Operator, Her Majesty may, in Her sole discretion and in addition to any other remedies available to Her Majesty, retain the amount of the indebtedness by way of deduction from or set-off against any sum of money that may be due or payable by Her Majesty to the Port Operator.

ARTICLE 8 – CANCELLATION, ALTERATION OR RENEWAL

Section 8.01 Cancellation, Alteration or Renewal

- 8.01.01 The Port Operator shall not, except with the consent of the Minister:
- (a) agree to cancel, by mutual agreement as opposed to terminate for default, any Existing Revenue Agreement;
 - (b) alter or amend any Existing Revenue Agreement;
 - (c) renew or extend the unexpired portion of the term of any Existing Revenue Agreement or grant any additional right to renew or extend the term thereof; or
 - (d) agree to cancel, alter or amend any Existing Expenditure Agreement

unless the Port Operator, prior to the cancellation, alteration, amendment, renewal or extension of the Existing Revenue Agreement or the Existing Expenditure Agreement delivers to the Minister a release, in favour of Her Majesty, in a form acceptable to the Minister, duly executed by

- (i) the Occupant who had entered into the Existing Revenue Agreement with Her Majesty; or
- (ii) the Person who had entered into the Existing Expenditure Agreement with Her Majesty.

ARTICLE 9- INDEMNITY

Section 9.01 Indemnity by Her Majesty

- 9.01.01 Her Majesty shall indemnify and save harmless the Port Operator, its successors and assigns, against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against the Port Operator or which the Port Operator may sustain, pay or incur at the instance of Persons other than the Port Operator as a result of or in direct

connection with or arising out of the failure of Her Majesty to observe or perform any covenants, conditions and agreements to be observed or performed by Her Majesty pursuant to any Existing Agreement prior to the Transfer Date.

Section 9.02 Indemnity by the Port Operator

9.02.01 The Port Operator shall indemnify and save harmless Her Majesty, Her successors and assigns, against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against Her Majesty or which Her Majesty may sustain, pay or incur at the instance of Persons other than Her Majesty as the result of or in direct connection with or arising out of the failure of the Port Operator to observe or perform any covenants, conditions and agreements to be observed or performed by the Port Operator pursuant to any Existing Agreement on or after the Transfer Date.

ARTICLE 10 – CONDUCT OF ACTIONS

Section 10.01 Where Her Majesty is Defendant

10.01.01 If Her Majesty is made a party to any action, suit or proceeding in respect of a matter for which the Port Operator is obligated to indemnify Her Majesty, the Port Operator shall defend such action, suit or proceeding in the name of Her Majesty at the Port Operator's expense. The foregoing obligation of indemnification shall be subject to the requirement that the Port Operator shall, in respect of any claim made by a third party, be notified by Her Majesty of all material particulars thereof and be afforded an opportunity at the Port Operator's sole expense to resist, defend and compromise the same, provided that the Port Operator shall not be obligated to do so; and further provided that if the Port Operator does not assume the defense of such claim, Her Majesty may defend against the claim in any manner She deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

Section 10.02 Where the Port Operator is Defendant

10.01.02 If the Port Operator is made a party to any action, suit or proceeding in respect of a matter for which Her Majesty is obligated to indemnify the Port Operator, Her Majesty shall defend such action, suit or proceeding in the name of the Port Operator at Her Majesty's expense. The foregoing obligation of indemnification shall be subject to the requirement that Her Majesty shall, in respect of any claim made by a third party, be notified by the Port Operator of all material particulars thereof and be afforded an opportunity at Her Majesty's sole expense to resist, defend and compromise the same, provided that Her Majesty shall not be obligated to

do so; and further provided that if Her Majesty does not assume the defense of such claim, the Port Operator may defend against the claim in any manner it deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

ARTICLE 11 – REASSIGNMENT TO HER MAJESTY

Section 11.01 Reassignment

- 11.01.01 If Her Majesty exercises Her option under the Option to Purchase Agreement, any Existing Agreement which has not then expired or been early terminated, shall, upon the exercise of the option, be deemed to be automatically reassigned to Her Majesty. The Port Operator shall forthwith execute any assignments, assurances and notices which are required to effect any such reassignment of any Existing Agreement to Her Majesty. In the event the Port Operator is unable or unwilling to execute any such assignment, assurance or notice, the Port Operator irrevocably appoints the Minister as the Port Operator's attorney with full power and authority to execute and deliver in the name of the Port Operator all documents required to effect any such assignment, assurance or notice. The Port Operator shall perform all of its obligations under such Existing Agreement until such Existing Agreement has been reassigned.

ARTICLE 12 - NOTICE OF ASSIGNMENT

Section 12.01 Notice of Assignment

- 12.01.01 Prior to the Transfer Date, Her Majesty undertakes to deliver to the Port Operator executed copies of notices of assignment delivered to all lessees, licensees, contractors and other relevant third parties under the Existing Agreements.
- 12.01.02 In the event any lessee, licensee, contractor or other relevant third party identifies to Her Majesty an Existing Agreement for which Her Majesty has not delivered a notice referred to in Subsection 12.01.01, Her Majesty shall deliver such notice as soon as reasonably feasible.

ARTICLE 13 – ARBITRATION

Section 13.01 Arbitration

- 13.01.01 In the event that a dispute, conflict, claim or controversy ("Dispute") arises out of or in connection with this Agreement, and the parties are not able to resolve the Dispute through discussions, then with the written agreement of the parties ("Arbitration Agreement"), the Dispute will be referred to binding arbitration in accordance with the *Commercial Arbitration Act* (R.S.C. 1985, c. 17 2nd Supp.).

For the purposes of this Article, a Dispute includes, without limitation, a dispute, conflict, claim or controversy, not involving the interpretation or application of the public law of Canada, and concerning:

- (a) the formation, validity, interpretation, application or enforceability of this Agreement;
- (b) the performance, breach, termination or other discharge of the Agreement;
- (c) the duties, rights, obligations or remedies of the parties pursuant to the Agreement.

13.01.02 For the purpose of each arbitration under this Agreement, the Port Operator shall constitute one party to the arbitration and Her Majesty shall constitute the other party to the arbitration.

13.01.03 If a Dispute arises and the parties do not resolve some or all of the Dispute through discussions, then, either party may give written notice, in accordance with Section 14.17, to the other party of its intent to enter into an Arbitration Agreement ("Notice of Intent"). If the parties have not entered into an Arbitration Agreement within fifteen (15) Business Days of receipt of the Notice of Intent, the parties are not obligated to enter into such an Arbitration Agreement.

13.01.04 The parties shall, in the Arbitration Agreement, concisely describe the matter submitted for arbitration. The parties further agree that the arbitral proceedings will consist of oral hearings for the presentation of evidence (either oral, written or both) and for oral argument and that such hearings are to be held within sixty (60) Business Days of the date of the Arbitration Agreement.

- 13.01.05
- (a) An arbitration under this Agreement shall be conducted by one arbitrator chosen by agreement of the parties.
 - (b) If the parties are unable to agree on the choice of an arbitrator within ten (10) Business Days from the date of execution of the Arbitration Agreement there shall be three (3) arbitrators (the "Arbitral Panel").
 - (c) Either party may nominate one arbitrator and upon doing so shall in writing notify the other party of that nomination. Within ten (10) Business Days after receiving such notice, the other party shall nominate a second arbitrator. The two arbitrators shall within ten (10) Business Days after selection of the second arbitrator select a third arbitrator to be chairperson of the Arbitral Panel and

to act jointly with them. If the two arbitrators fail to agree on the selection of the third arbitrator, the third arbitrator shall be designated by the ADR Institute of Canada upon application by either party.

- (d) A person eligible for appointment as an arbitrator:
 - (i) will be an experienced arbitrator or counsel having training in arbitration;
 - (ii) will be independent and impartial; and
 - (iii) preferably, will have knowledge of, or experience in the subject matter in dispute.

13.01.06 The sole arbitrator or Arbitral Panel, as the case may be, ("Arbitrator") shall have the right to grant legal and equitable relief and to award costs (including legal fees and the costs of the arbitration) and interest. The Arbitrator shall not be authorized to decide *ex aequo et bono* or as *amiable compositeur*. Nothing contained herein shall be construed to permit the Arbitrator to award punitive, exemplary or any similar damages.

13.01.07 Except to the extent that it may be inconsistent with the procedure set out in this Article, the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))* shall govern the arbitration of a Dispute under this Agreement.

13.01.08 The arbitration shall take place in the City of St. John's, Newfoundland and Labrador at such place and time as the Arbitrator may fix for the purpose of hearing the evidence and representations that the parties may present. The arbitration proceedings shall be conducted in either French or English, with the agreement of the parties. No later than 20 Business Days after hearing the representations and evidence of the parties, the Arbitrator shall make its determination in writing and deliver one copy to each of the parties.

13.01.09 The arbitration proceedings shall be open to the public.

13.01.10 The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the arbitration. This exchange shall be completed no later than ten (10) Business Days prior to the date set for the arbitration hearing.

13.01.11 All information exchanged during this entire procedure shall be regarded as "without prejudice" communications. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.

- 13.01.12 Subject to the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))*, the decision of the Arbitrator, or a majority of its members, shall be final and binding upon the parties in respect of all matters relating to the arbitration, the conduct of the parties during the proceedings, and the final determination of the issues in the arbitration. The decision shall be in writing and include reasons for the decision. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 13.01.13 The costs of any arbitration hereunder shall be borne by the parties in the manner specified by the Arbitrator in its determination.
- 13.01.14 The Arbitrator shall resolve the Dispute in accordance with the laws of Newfoundland and Labrador.
- 13.01.15 It is agreed that the sole arbitrator or any member of the Arbitral Panel will neither represent nor testify on behalf of any of the parties in any subsequent proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the sole arbitrator or any member of the Arbitral Panel made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the parties, or where they are opposed in interest.

ARTICLE 14 – GENERAL PROVISIONS

Section 14.01 Entire Agreement

- 14.01.01 This Agreement and the other agreements referred to in this Agreement, set forth the entire agreement between the parties concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Agreement or the other agreements referred to in this Agreement.

Section 14.02 Assignment

- 14.02.01 The Port Operator shall not transfer or assign its rights or obligations under this Agreement to any Person other than a mortgagee without:
- (a) the prior written consent of Her Majesty; and
 - (b) an agreement executed by the proposed assignee whereby the proposed assignee agrees directly with Her Majesty to be bound by all of the terms, covenants and conditions contained in this Agreement as if such proposed assignee had executed this

Agreement, subject to Her Majesty approving the agreement as to form and content.

- 14.02.02 If the Port Operator assigns its rights and obligations contained in the Operating Agreement, in accordance with the provisions of the Operating Agreement, the Port Operator shall, subject to Subsection 14.02.01, at the same time assign to the same assignee its rights and obligations under this Agreement.
- 14.02.03 In the case of an assignment to or by a mortgagee, such assignment shall be on the same basis as such assignment under the Operating Agreement.
- 14.02.04 Notwithstanding any other provision of this Agreement and notwithstanding any assignment, the Port Operator shall be and remain jointly and severally liable for all obligations to Her Majesty under this Agreement.
- 14.02.05 No rights shall enure to the benefit of any transferee or assignee of the Port Operator unless the transfer or assignment is consented to by Her Majesty in accordance with Subsection 14.02.01.
- 14.02.06 This Agreement shall be binding upon and shall enure to the benefit of Her Majesty and Her successors and assigns and the Port Operator and its successors and permitted assigns.
- 14.02.07 Nothing expressed or implied in this Agreement or in any other agreement referred to in the Agreement to Transfer, is intended to or shall be construed to confer on or to give any Person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any other agreement referred to in the Agreement to Transfer.

Section 14.03 Subdivisions

- 14.03.01 Unless otherwise stated, a reference in this Agreement, by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph or Schedule refers to the Article, Section, Subsection, Paragraph, Subparagraph or Schedule bearing that designation in this Agreement.

Section 14.04 Headings

- 14.04.01 The division of this Agreement into Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

Section 14.05 Number and Gender

- 14.05.01 Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 14.06 Accounting Terms and Principles

- 14.06.01 All accounting and financial terms used in this Agreement, except where otherwise provided either expressly or by necessary implication in this Agreement, are interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada as they exist from time to time.
- 14.06.02 Where the Canadian Institute of Chartered Accountants or any successor thereto includes a statement in its Handbook or any successor thereto on a method or alternative methods of accounting, such statement is regarded as the only generally accepted accounting principle and generally accepted auditing standard applicable to the circumstances that it covers, and references herein to generally accepted accounting principles and generally accepted auditing standards are interpreted accordingly.

Section 14.07 Business Day

- 14.07.01 If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment is duly performed or made if done on the next following Business Day.

Section 14.08 Schedules

- 14.08.01 All capitalized words and phrases used in any of the attached Schedules shall have the same meanings as defined in this Agreement, unless specifically defined in the Schedule.

Section 14.09 Statutes, Regulations and Rules

- 14.09.01 Any reference in this Agreement to all or any part of any statute, regulation or rule, unless otherwise stated, is a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 14.10 Governing Law

- 14.10.01 This Agreement is interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any

paramount or applicable federal laws. Nothing in this Agreement is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

Section 14.11 Construed Covenants

14.11.01 All of the provisions and each agreement or obligation of this Agreement, even though not expressed as a covenant, are construed as covenants and agreements as though the words importing such covenants and agreements were used.

Section 14.12 Rights or Remedies

14.12.01 Nothing expressed or implied in this Agreement, or any other agreement referred to in this Agreement, is intended to or is construed to confer on or give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any such other agreement.

Section 14.13 Time of Essence

14.13.01 Time is of the essence of this Agreement.

Section 14.14 Amendment

14.14.01 This Agreement may be amended only by a written agreement signed by the parties.

Section 14.15 Waiver

14.15.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.

14.15.02 No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition, and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 14.16 Severability

14.16.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall nevertheless continue in full force and effect.

Section 14.17 Notice

14.17.01 All notices or other communications necessary for the purpose of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed,

(a) in the case of Her Majesty, to:

Maurice Landry
Regional Director General, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as Her Majesty may, from time to time, designate in writing to the Port Operator; and

(b) in the case of the Port Operator, to:

Jerry Dean
Chair, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

14.17.02 Any notice or communication is considered to have been received:

(a) in the case of facsimile, on actual receipt, and

(b) in all other cases, on the date of delivery.

If the postal service is interrupted or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 14.18 House of Commons

14.18.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not otherwise available to the general public

Section 14.19 Conflict of Interest

14.19.01 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 any such situation.

Section 14.20 No Bribe

14.20.01 The Port Operator warrants that no bribe, gift, commission or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this Agreement, contrary to Section 121 of the *Criminal Code* (R.S.C. 1985, c. C-46).

Section 14.21 Survival

14.21.01 The rights of Her Majesty under Articles 7, 9 and 10 shall survive the termination of the Existing Agreements.

Section 14.22 Counterparts

14.21.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives on the date hereinabove first written.

<original signed by>

Witness

<original signed by>

Witness
A Barrister (ML)

<original signed by>

Witness
A Barrister (ML)

)
) **HER MAJESTY THE QUEEN**
) **IN RIGHT OF CANADA**
) <original signed by>
)
) Per: _____
) Minister of Transport

)
) **EXPLOITS VALLEY PORT**
) **CORPORATION**
) <original signed by>
) Per: _____
) Signature of duly Authorized Signing
) Director or Officer

)
) -<original signed by>
)
) Print Name and Title of Authorized Signing
) Director or Officer pursuant to a Resolution
) of the Board of Directors of the Port
) Operator

)
) <original signed by>
)
) Per: _____
) Signature of duly Authorized Signing
) Director or Officer

)
) <original signed by>
)
) Print Name and Title of Authorized Signing
) Director or Officer pursuant to a Resolution
) of the Board of Directors of the
) Port Operator

SCHEDULE "A" – EXISTING REVENUE AGREEMENTS

This is Schedule "A" to the Assignment, Assumption and Indemnity Agreement made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21st day of March, 2014.

EXISTING REVENUE AGREEMENTS

CLIENT NAME	DOCUMENT TYPE	DOCUMENT NUMBER	START DATE	END DATE	AMOUNT	DETAILS
Town of Botwood PO Box 490 Botwood, NL A0H 1E0 Lisa Baker 709-257-2839	Lease	M1215090	01-Apr-2012	01-Mar-2015	\$2,736.00	20.865 acres to be used as the site for the tenant's wharves, warehouses and other shipping facilities.
Town of Botwood P.O. Box 490, Botwood, NL. A0H 1E0 Lisa Baker 709-257-2839	Lease	M1214084	01-Jan-2012	31-Dec-2014	\$575.00	28.3 Hectares of harbour bottom and uplands to be used only for a breakwater and marina, including the erection of buildings and installations connected herewith.
Irving Oil Commercial G.P. P.O. Box 26113, St. John's, NL A1C 5T9 Greg Boyde 709-758-3044 709-687-0101	Licence	M1013006 Extended	07-Aug-2010 07-Aug-2013	06-Aug-2013 06-Aug-2018	\$680.00	Permission to lay, maintain and operate 70 by 200 mm pipeline on the wharf to be used for the discharge of asphalt.
Valero Energy Inc. (formerly Ultramar Canada Inc.) 2200 McGill Ave, Montreal, Qc, H3A 0G7 Martin Longpré Legal Affairs 14-499-6240	Licence	M1215064	01-Apr-2012	31-Mar-2015	\$250.00	Operate an 8" diameter pipeline, together with related facilities along the edge of the oil dock, leading to the storage tanks in the vicinity of the wharf. And the right to maintain two mooring dolphins in connection with the pipeline.

SCHEDULE "B" – EXISTING EXPENDITURE AGREEMENTS

This is Schedule "B" to **Assignment, Assumption and Indemnity Agreement** made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21st day of March, 2014.

EXISTING EXPENDITURE AGREEMENTS

NONE

APPENDIX "E"

This is Appendix "E" to the Agreement to Transfer made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

OPTION TO PURCHASE AGREEMENT

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OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made in duplicate as of the 21 day of March, 2014.

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

OF THE FIRST PART

AND: **EXPLOITS VALLEY PORT CORPORATION**, a corporation
duly incorporated under the laws of the Province of Newfoundland
and Labrador and having its head office at Botwood,
Newfoundland and Labrador. ("Port Operator")

OF THE SECOND PART

WHEREAS the parties have entered into an Agreement to Transfer ("Agreement to Transfer") as of on the 12th day of February, 2014, which relates to the Port located at Botwood, Newfoundland and Labrador;

AND WHEREAS under the Agreement to Transfer, the Minister and the Port Operator have agreed to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Agreement:

"Agreement" means this Option to Purchase Agreement and includes Schedule "A" which forms an integral part of this Agreement as fully as if it was set forth in its entirety;

"Agreement to Transfer" means the Agreement entered into between the parties as of the 12th day of February, 2014, which is registered in the Legal Registry of the Department of Transport as Instrument No.: 160951 and which relates to the Port located at Botwood, Newfoundland and Labrador;

"Applicable Environmental Laws" means all federal and provincial environmental laws of general application in the Province of

Newfoundland and Labrador respecting environmental matters, as those laws apply to the Port Operator or the Port or Her Majesty. In the event of conflict of laws, the highest standards shall be met;

"Bill of Sale" means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador;

"Chattels" means items of tangible personal property (other than Consumable Stock) which are used for the Operation of the Port;

"Closing Date" means, for the purpose of this Agreement only, the date described in Article 11 of this Agreement;

"Consumable Stock" means consumables which are used for the Operation of the Port;

"Contaminant" means any substance, howsoever defined in any Applicable Environmental Laws, which is hazardous to persons, animals or plants and which affects the soil of or the water (including sediment) in, on, over or under the Port Lands or any Port Facilities;

"Existing Facilities" means, for the purposes of this Agreement only,

- (a) any wharf, dock, pier, float, dolphin, berthing or mooring facility, breakwater, building, structure, improvement, infrastructure, facility and utility located on, in, over, under or through the Port Lands which is owned by Her Majesty immediately prior to the Transfer Date, and all pavement, landscaping and fixtures associated therewith; and
- (b) any alteration of or replacement of any of the items contemplated in Paragraph (a) of this definition that is made after the Transfer Date;

"Existing Revenue Agreement" means any lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or any other arrangement whatsoever existing between Her Majesty and any other Person on the Closing Date whereby Her Majesty has granted a right to occupy or use the whole or any part of the Port whether or not such lease, agreement for lease, licence, easement, concession, franchise, permit, authorization, or arrangement is listed in Schedule "A" to the

Assignment, Assumption and Indemnity Agreement referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Instrument of Grant” means the document referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Operate (Operation)” means to carry out or cause to be carried out in an active, diligent and continual basis and at minimum, the activities described in Schedule “A” to the Operating Agreement;

“Operating Agreement” means the agreement referred to in Section 2.02 of the Agreement to Transfer when executed and delivered;

“Option” has the meaning set out in Subsection 2.01.01;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted;

“Port” means the Port Lands, including the Port Facilities;

“Port Facilities” means Existing Facilities and includes those facilities described in Schedule “B”;

“Port Lands” means all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Town of Botwood, in the Electoral District of Exploits, in the Province of Newfoundland and Labrador, as more particularly described in Schedule “A”;

“Remedial Work” means any work required under the Applicable Environmental Laws to remedy an adverse environmental condition caused by the existence of a Contaminant affecting the soil or the water (including sediment) in, on, over or under the Port;

“Report” means the

Baseline Environmental Assessment of Transport Canada’s Real Property and Public Harbour of Botwood, Newfoundland. Botwood, NL, Fracflow Consultants Ltd, August, 1996;

Marine Sediment Quality Report, Federal Public Harbour of Botwood. Botwood, NL. Transport Canada, May 1999;

Harbour Sediment and Ecological Risk Assessment. Botwood Harbour, Botwood, NL. Jacques Whitford Environment Limited (JWEL), April 2000;

Preliminary Quantitative Ecological Risk Assessment. Botwood Harbour, Botwood, NL. Jacques Whitford Environment Limited, March 2002;

Inventory of Public Port and Port Facility Outfalls, Various Locations, NL, SNC Lavalin, 2004 (small excerpt in report);

Marine Sediment Sampling/Bioavailability, Study at Botwood Harbour, NL. LGL Limited, October 2004;

Evaluation of Metals Bioavailability in Botwood Harbour, NL and Potential Ecological Impacts. Botwood, NL. Cantox Environmental, May 2005;

Bottom Sediment and Upland Sampling, Various Ports, NL. AFN Engineering, August 2005. (small excerpt in report);

Soil Sampling Program, Botwood Harbour Upland Property, Botwood, NL. AMEC February 2010;

Screening Level Human Health Risk Assessment, Botwood Harbour, Botwood, NL. AMEC March 2010;

Sediment Sampling Program, Botwood Public Harbour, Botwood, NL. AMEC April 2010;

Sediment and Fish Sampling Program and Human Health Risk Assessment, Botwood Harbour, NL, AMEC March 2011;

Harbour Sediment Sampling Program, Botwood Public Harbour, Botwood, NL, CBCL February 2012; and

Marine Sediment Sampling at the Former Abitibi Waterlot, Botwood, NL. Dillon Consulting, January 2013; and

“Updated Report” means the update of the Report in accordance with Section 6.01 of this Agreement.

ARTICLE 2 – OPTION

Section 2.01 Consideration

2.01.01 In consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Port Operator grants to Her Majesty an exclusive,

irrevocable Option to Purchase ("Option"), for the purchase price of Ten Dollars (\$10.00) each, all, one or any combination of:

- (a) the Port or any portion thereof as agreed between the parties as described in Schedule "A" and "B"; and
- (b) the Chattels and Consumable Stock which are used by the Port Operator for the Operation of the Port;

free of all encumbrances (including leases and occupancy agreements) except:

- (i) conditions, provisos, restrictions, exceptions and reservations contained in the Instrument of Grant or Bill of Sale;
- (ii) registered rights of way in favor of utilities and public authorities; and
- (iii) Existing Revenue Agreements;

unless otherwise agreed to in writing by Her Majesty.

ARTICLE 3 – EXPIRY OF OPTION

Section 3.01 Expiry of Option

- 3.01.01 This Option is exercisable by notice to the Port Operator on or before midnight as of the 21st day of March, 2016 after which time the Option shall be null and void.

ARTICLE 4 – EXERCISE OF OPTION

Section 4.01 Exercise of Option

- 4.01.01 If, during the Operating Period the Port Operator gives notice under Subsection 3.02.01 of the Operating Agreement, Her Majesty may exercise this Option in accordance with this Agreement.

Section 4.02 Deemed Notice

- 4.02.01 Where Her Majesty becomes aware that the Port Operator has ceased to Operate the Port and has not provided notice as required under Subsection 4.01.01, subject to Her Majesty providing the Port Operator with a fifteen (15) day notice, the Port Operator shall be deemed to have given notice to the Minister on the date of expiration of the fifteen (15) day notice.

Section 4.03 Time to Exercise

- 4.03.01 Notwithstanding Article 3 of this Agreement, where the Minister is given notice by the Port Operator under Section 3.02 of the Operating Agreement or is deemed to have been given notice under Section 4.02 of this Agreement, Her Majesty shall have six (6) months from the date of receipt of the notice, or such further period as provided for by Subsection 5.01.01, to exercise the Option.

ARTICLE 5 – EXTENSION OF TIME

Section 5.01 Extension of Time

- 5.01.01 Where the cumulative time necessary

- (a) to prepare the Updated Report required under Section 6.01 or Section 6.03; and
- (b) to effect any Remedial Work undertaken pursuant to Section 6.02 or Section 6.03

is longer than six (6) months, the time for exercising the Option set out in Section 4.03 of this Agreement shall be extended for a period of time which is equivalent to the number of days, in excess of six (6) months, taken to complete the work provided for in Paragraph (a) and (b) plus fifteen (15) days.

ARTICLE 6 – ENVIRONMENT

Section 6.01 Updated Report

- 6.01.01 Her Majesty may request the Port Operator to commission, at the expense of the Port Operator, an Updated Report concerning the change in the environmental condition of the Port and disclosing Contaminants released, discharged, deposited or which migrated in, on, over or under the Port after the Transfer Date and any alteration in the nature or level of Contaminants identified in the Report. The Updated Report shall be completed within six (6) months of the date of the notice given under Subsection 4.01.01 or the deemed notice under Subsection 4.02.01.
- 6.01.02 Where Her Majesty requests, by notice, an Updated Report pursuant to Subsection 6.01.01, the parties agree to meet to set the terms and conditions thereof.

6.01.03 If the parties fail to agree on the terms and conditions for the Updated Report within thirty (30) days of Her Majesty notifying the Port Operator, pursuant to Subsection 6.01.02, the applicable terms and conditions shall be substantially the same as the terms and conditions for the most recent Report commissioned by Her Majesty in relation to the Port Lands, except that the Updated Report shall be commissioned by the Port Operator at its own cost.

6.01.04 Upon completion of the Updated Report, the Port Operator shall forward a copy forthwith to the Minister.

6.01.05 The Updated Report shall be proof between the parties, in the absence of evidence to the contrary, as to the existence of any Contaminant affecting the soil of or the water (including sediment) in, on, over or under the Port, and the quantity thereof immediately prior to the Closing Date, notwithstanding the effective date of the Updated Report.

Section 6.02 The Port Operator to Perform

6.02.01 The Port Operator shall, as soon as is reasonably feasible after receipt of the Updated Report, at its own cost and expense, perform or have performed any Remedial Work.

6.02.02 Notwithstanding the definition of Contaminant, the parties agree that:

- (a) the Applicable Environmental Laws shall be those laws in existence immediately prior to the Closing Date in respect of lands zoned industrial/commercial; and
- (b) the Port Operator's obligations under this Article are restricted to a Contaminant listed in the Updated Report and present in the soil of or the water (including sediment) in, on, over or under the Port immediately prior to the Closing Date.

Section 6.03 Her Majesty May Perform

6.03.01 If the Port Operator fails to commission the Updated Report or have it prepared in accordance with Subsection 6.01.01, then Her Majesty may commission it and have it prepared, all at the cost and expense of the Port Operator, and the cost and expense so incurred by Her Majesty shall constitute a debt due to Her Majesty by the Port Operator.

- 6.03.02 If the Port Operator fails to promptly commence and diligently complete any Remedial Work it is required to perform pursuant to Section 6.02, Her Majesty and Her agents, servants, employees, contractors and subcontractors, may enter onto the Port and perform any such Remedial Work at the cost and expense of the Port Operator, and the cost and expense so incurred by Her Majesty shall constitute a debt due to Her Majesty by the Port Operator.

ARTICLE 7 – DEBTS DUE TO HER MAJESTY

Section 7.01 Debts Due to Her Majesty

- 7.01.01 Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty, and the Port Operator shall, on demand for payment issued by the Minister, pay all such amount forthwith to Her Majesty.

Section 7.02 Interest on Debt due to Her Majesty

- 7.02.01 In accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, in all cases where there is a debt due to Her Majesty, interest calculated and compounded monthly at the average bank rate plus three per cent is payable on that amount and accrues during the period beginning on the due date and ending on the day on which payment is received by Her Majesty or a duly authorized agent of Her Majesty.

Section 7.03 Set-Off

- 7.03.01 If there is a debt due to Her Majesty by the Port Operator, Her Majesty may, in Her sole discretion and in addition to any other remedies available to Her Majesty, retain the amount of the indebtedness by way of deduction from or set-off against any sum of money that may be due or payable by Her Majesty to the Port Operator.

ARTICLE 8 – RIGHT OF ENTRY

Section 8.01 Right of Entry

- 8.01.01 The Port Operator agrees that Her Majesty and Her agents, employees or contractors may enter, with machinery or equipment, upon the Port at any time during reasonable hours, either before or after the date any Option is exercised, for the purpose of:

- (a) obtaining soil and conducting other tests of the Port Lands and any Port Facilities;
- (b) preparing the Updated Report pursuant to Subsection 6.03.01; and
- (c) carrying out the Remedial Work pursuant to Subsection 6.03.02,

provided that Her Majesty shall:

- (i) indemnify and save harmless the Port Operator from all claims and demands directly arising from the negligent exercise of Her Majesty's right of entry; and
- (ii) if the Option is not exercised, repair and make good or pay compensation for any damage done to the Port directly arising from the negligent exercise of Her Majesty's right of entry.

ARTICLE 9 – BINDING CONTRACT

Section 9.01 Binding Contract

- 9.01.01 Upon the exercise of the Option by Her Majesty, this Agreement and the notice exercising the Option shall then become a binding contract of sale and purchase between the parties and shall be completed upon the terms provided in this Agreement.
- 9.01.02 The Option and the contract of sale and purchase resulting from the exercise of the Option are subject to the *Federal Real Property and Federal Immovables Act* (1991, c. 50), and any other Act applicable to the purchase of land by Her Majesty in force at the time the Option is exercised.

ARTICLE 10 – EXAMINATION OF TITLE

Section 10.01 Examination of Title

- 10.01.01 Her Majesty shall have one hundred and twenty (120) days from the date of exercising the Option to examine the title to the Port Lands or portion thereof to which the Option pertains, at the expense of Her Majesty, and the Port Operator shall take all such action as may be necessary to ensure that the title of the lands shall be free and clear of all encumbrances (including leases and occupancy agreements) with the exception of those items set out in Paragraphs 2.01.01(i), (ii) and (iii).

- 10.01.02 For greater certainty, if any valid objection to the title is made in writing by Her Majesty to the Port Operator, which the Port Operator shall be unable to remove and which Her Majesty will not waive, the contract resulting from the exercise of the Option shall, notwithstanding any intermediate actions or negotiations in respect of such objections, be null and void and the sum of Ten Dollars (\$10.00) paid as consideration for the granting of the Option shall be returned to Her Majesty by the Port Operator without interest.

ARTICLE 11 – CLOSING

Section 11.01 Closing

- 11.01.01 The transaction resulting from the exercise of the Option shall be completed within one hundred and eighty (180) days after the date of exercise of the Option. The Port Operator shall convey to Her Majesty, good title to the Port Lands, or portion thereof, to which the Option pertains in accordance with Section 10.01. Title to the Port Lands, or portion thereof, shall be obtained through the Deputy Minister of Justice in accordance with the *Federal Real Property and Federal Immovables Act* (1991, c. 50).
- 11.1.2 On the Closing Date the Port Operator shall deliver to the Minister a duly executed and registerable instrument, where applicable, conveying to Her Majesty the Port Lands or portion thereof to which the Option pertains, in fee simple, and a duly executed and registerable bill of sale of the Chattels and Consumable Stock to which the Option pertains, free of all encumbrances (including leases and occupancy agreements) save and except those set out in Paragraphs 2.01.01(i), (ii) and (iii).

ARTICLE 12 – INDEMNIFICATION

Section 12.01 Indemnification

- 12.01.01 The Port Operator shall indemnify and save harmless Her Majesty, Her successors and assigns, against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against Her Majesty or which Her Majesty may sustain, pay or incur at the instance of Persons other than Her Majesty as the result of or in connection with or arising out of the failure of the Port Operator to perform any covenants, conditions and agreements to be observed and performed by the Port Operator pursuant to this Agreement.

ARTICLE 13 – FURTHER ACTS

Section 13.01 Further Acts

- 13.01.01 The Port Operator shall execute and deliver such documents and do such further acts and deeds as may be required to give effect to the Option and the contract of sale and purchase which may result from it.

ARTICLE 14 – GENERAL PROVISIONS

Section 14.01 Entire Agreement

- 14.01.01 This Agreement and the other agreements referred to in this Agreement, set forth the entire agreement between the parties concerning the subject matter hereof. No representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Agreement or the other agreements referred to in this Agreement.

Section 14.02 Subdivisions

- 14.02.01 Unless otherwise stated, a reference in this Agreement by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph or Schedule, shall refer to the Article, Section, Subsection, Paragraph, Subparagraph or Schedule bearing that designation in this Agreement.

Section 14.03 Headings

- 14.03.01 The division of this Agreement into Articles, Sections, Subsections, Paragraphs, and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 14.04 Number and Gender

- 14.04.01 Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 14.05 Business Day

- 14.05.01 If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment shall be duly performed or made if done on the next following Business Day.

Section 14.06 Schedules

- 14.06.01 All capitalized words and phrases used in any of the Schedules have the same meanings as defined in this Agreement, unless specifically defined in the Schedule.

Section 14.07 Statutes, Regulations and Rules

- 14.07.01 Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 14.08 Governing Law

- 14.08.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any Federal Crown prerogative.

Section 14.09 Construed Covenants

- 14.09.01 All of the provisions and each obligation or agreement of this Agreement, even though not expressed as a covenant, are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

Section 14.10 Time of Essence

- 14.10.01 Time is of the essence of this Agreement.

Section 14.11 Amendment

- 14.11.01 This Agreement may only be amended by a written agreement signed by the parties.

Section 14.12 Waiver

- 14.12.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.
- 14.12.02 No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 14.13 Severability

- 14.13.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is, to any extent, held or rendered invalid, or unenforceable, then the particular provision is deemed to be independent of and severed from the remainder of this Agreement, and all the other provisions of this Agreement nevertheless continue in full force and effect.

Section 14.14 Assignment, Successors and Assigns

- 14.14.01 The Port Operator shall not transfer or assign its rights or obligations under this Agreement to any Person other than a mortgagee without:
- (a) the prior written consent of Her Majesty; and
 - (b) an agreement executed by the proposed assignee whereby the proposed assignee agrees directly with Her Majesty to be bound by all of the terms, covenants and conditions contained in this Agreement as if such proposed assignee had executed this Agreement, subject to Her Majesty approving the agreement as to form and content.
- 14.14.02 If the Port Operator assigns its rights and obligations contained in the Operating Agreement, in accordance with the provisions of the Operating Agreement and transfers the Port to the assignee, the Port Operator shall, subject to Subsection 14.14.01, at the same time assign to the same assignee its rights and obligations under this Agreement.

- 14.14.03 In the case of an assignment to a mortgagee, such assignment shall not be made without the prior written consent of the Minister, which consent may be withheld in the Minister's sole and unfettered discretion.
- 14.14.04 Notwithstanding any other provision of this Agreement and notwithstanding any assignment, the Port Operator shall be and remain jointly and severally liable for all obligations to Her Majesty under this Agreement.
- 14.14.05 No rights enure to the benefit of any assignee unless the assignment is consented to by Her Majesty in accordance with Subsection 14.14.01.
- 14.14.06 This Agreement shall be binding upon and shall enure to the benefit of Her Majesty and Her successors and assigns and the Port Operator and its successors and permitted assigns.
- 14.14.07 Nothing expressed or implied in this Agreement or in the other agreements referred to in the Agreement to Transfer, is intended to or shall be construed to confer on or to give any Person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any other agreement referred to in the Agreement to Transfer.

Section 14.15 Notice

- 14.15.01 All notices or other communications necessary for the purposes of this Agreement shall be in writing and delivered personally or by courier, or sent by registered mail or by prepaid post or by facsimile, addressed,

(a) in the case of Her Majesty, to:

Maurice Landry
Regional Director General, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as the Minister may, from time to time, designate in writing to the Port Operator; and

- (b) in the case of the Port Operator, to:

Jerry Dean
Chair, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

14.15.02 Any notice or other communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
(b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 14.16 House of Commons

14.16.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not otherwise available to the general public.

Section 14.17 Conflict of Interest

14.17.01 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 any such situation.

Section 14.18 Survival

14.18.01 The rights and obligations of the parties contained in Subsection 6.01.05 relating to Contaminants and Articles 7 and 12 shall survive the Closing Date and the transfer of title to Her Majesty.

Section 14.19 Counterparts

14.19.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the date hereinabove first written.

<original signed by>

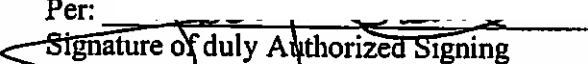
Witness

<original signed by>
Witness

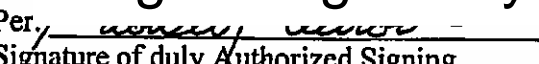
<original signed by>

<original signed by>

Witness
A Barnster (NL)

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
<original signed by>
Per: 
Minister of Transport

EXPLOITS VALLEY PORT CORPORATION
<original signed by>
Per: 
Signature of duly Authorized Signing Director or Officer

<original signed by>
Print Name and Title of Authorized Signing Director or Officer pursuant to a Resolution of the Board of Directors of the Port Operator

<original signed by>
Per: 
Signature of duly Authorized Signing Director or Officer

<original signed by>
Print Name and Title of Authorized Signing Director or Officer pursuant to a Resolution of the Board of Directors of the Port Operator

SCHEDULE "A" – PORT LANDS DESCRIPTION

This is Schedule "A" to the **Option to Purchase Agreement** made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21st day of March, 2014.

PORT LANDS DESCRIPTION

Lands as described in Public Works and Government Services Plan S-5813, S-5813-1

SCHEDULE "B" – PORT FACILITIES DESCRIPTION

This is Schedule "B" to the Option to Purchase Agreement made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21 day of March, 2014.

PORT FACILITIES DESCRIPTION

The port facilities consist of:

- a marginal wharf structure (Transit Wharf) including Transit Shed;
- a finger pier wharf structure with one dolphin (Oil Dock);
- a marginal wharf/finger pier structure with two dolphins (Puddisters Wharf);
- waterlot.

The Marginal Wharf structure known as the Transit Wharf and Shed was constructed in 1965. The wharf is currently closed to all traffic. The wharf is 31.5m wide x 82m long. The wharf was constructed with steel pipe bearing piles with reinforced concrete pile caps and deck. The fender system is a hanging rubber "D" ring system, and timber ladders. When this wharf was closed all wheelguard and cleats were removed. The steel framed storage building known as the Transit Shed is 21.5m wide x 61.1m long.

The finger pier wharf structure known as the Oil Dock is 10.2m wide x 51.3m long, and is constructed with creosote timber bearing piles and creosote timber pile caps with a composite reinforced concrete and laminated timber deck. The structure was constructed in 1961. The fender system is open faced hardwood timbers, treated timber wheelguard and coping. There are 11 type "A" cleats, and there are 8 timber ladders along the wharf. The 6.8m wide x 10.0m long Dolphin is supported on treated timber piles. The dolphin has a mass concrete pile cap and is poured monolithically with the pile cap. The Dolphin fendering consists of untreated timber fenders on the East and West faces and a reinforced concrete copewall on the South berthing face. The South face additionally has three 3 cylindrical rubber fenders draped over the copewall.

The marginal wharf/finger pier structure known as Puddisters Wharf is approximately 14m wide x 180m long, it was constructed with creosote timber bearing piles and creosote timber pile caps, with creosote timber deck. The date of construction is assumed to be in the 1920's. The wharf is closed due to the severe deterioration of the structure. The dolphins were constructed with steel "H" piles and both have reinforced concrete decks. The rectangular dolphin is approximately 7m x 10m, the circular dolphin has a diameter of 4.6m.

The waterlot surrounding the wharves is approximately 326 ha.



REGISTRY OF DEEDS

CERTIFICATE OF REGISTRATION

Registration Date: April 10, 2014
Registration Time: 11:21 AM
Registration Number: 647602

<original signed by>

Registrar of Deeds

Confirmation Date: April 10, 2014
Fee Paid: \$100.00

Receipt Number: 59053Z3X
Consideration:

Document Type: Agreement

Filed By: Jewer, Murphy & Griffin

From Parties: Government of Canada

To Parties: Exploits Valley Port Corporation

Location: Botwood

APPENDIX "F"

This is Appendix "F" to the Agreement to Transfer made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 12th day of February, 2014.

CONTRIBUTION AGREEMENT

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CONTRIBUTION AGREEMENT

THIS AGREEMENT made in duplicate as of the 21 day of March, 2014.

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

OF THE FIRST PART

AND: **EXPLOITS VALLEY PORT CORPORATION**, a corporation
 duly incorporated under the laws of the Province of Newfoundland
 and Labrador and having its head office at Botwood,
 Newfoundland and Labrador. **("Port Operator")**

OF THE SECOND PART

WHEREAS the parties have entered into an Agreement to Transfer ("Agreement to Transfer") as of the 12th day of February, 2014, which relates to the Port located at Botwood, Newfoundland and Labrador;

AND WHEREAS under the Agreement to Transfer, the parties have agreed to enter into this Agreement;

AND WHEREAS in recognition of the Port Operator agreeing under the Operating Agreement, to Operate the Port, Her Majesty is prepared to make a Contribution under the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.01 Definitions

1.01.01 In this Agreement:

"Agreement" means this Contribution Agreement and includes the document attached as Schedule "A", which forms an integral part of this Agreement as fully as if it was set forth in its entirety;

"Agreement to Transfer" means the Agreement entered into between the parties as of the 12th day of February, 2014 which is registered in the Legal Registry of the Department of Transport as Instrument No.:

160951 and which relates to the Port located at Botwood,
Newfoundland and Labrador;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador;

“Closing” means the execution and delivery of the Instruments listed in Article 2 of the Agreement to Transfer;

“Closing Date” means the 21st day of the month of March, 2014, or such other date as the Minister and the Port Operator may agree as the date on which Closing shall take place;

“Contracted Operator” has the meaning set out in Article 3 of the Operating Agreement.

“Contribution” means a payment for the purpose specified in Subsection 4.01.01 which Contribution is subject to being accounted for and audited pursuant to this Agreement;

“Eligible Expenditure” has the meaning set out in Section 4.01;

“Existing Facilities” means any wharf, dock, pier, float, dolphin, berthing or mooring facility, breakwater, building, structure, improvement, infrastructure, facility and utility located on, in, over, under or through the Port Lands which is owned by Her Majesty immediately prior to the Transfer Date, and all pavement, landscaping and fixtures associated therewith.

“Independent External Accredited Accountant” means a person who is a licensed public accountant and is independent of either party to this Agreement;

“Minister” means the Minister of Transport or any person authorized in writing to act on the Minister’s behalf;

“Operate (Operation)” means to carry out or cause to be carried out in an active, diligent and continual basis and at minimum, the activities described in Schedule “A” to the Operating Agreement;

“Operating Agreement” means the document referred to in Article 2 of the Agreement to Transfer when executed and delivered;

“Operating Period” means the period during which the Port Operator agrees to Operate the Port as more particularly described in Subsection 3.01.01 of the Operating Agreement;

“Person” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted;

“Port” means the Port Lands, including the Port Facilities;

“Port Facilities” means Existing Facilities and includes those facilities described in Schedule “C” to the Operating Agreement;

“Port Lands” means all and singular those certain parcels or tracts of lands and premises situate, lying and being in the Town of Botwood, in the Electoral District of Exploits, in the Province of Newfoundland and Labrador as more particularly described in Schedule “B” to the Operating Agreement;

“Subcontractor” has the meaning set out in Article 3 of the Operating Agreement;

“Transfer Date” means the day immediately following the Closing Date commencing at 00:00 hours; and

“Year” means a period of twelve consecutive months commencing on January 1 unless there is something in the subject matter or context inconsistent therewith.

ARTICLE 2 – TERM

Section 2.01 Term of Agreement

2.01.01 This Agreement shall come into effect on the Transfer Date and shall terminate on the 21st day of March, 2029 unless terminated earlier in accordance with the provisions hereof.

ARTICLE 3 – CONTRIBUTION

Section 3.01 Contribution

3.01.01 Subject to the terms and conditions of this Agreement, Her Majesty agrees to pay, to the Port Operator on the Closing Date, a Contribution in the amount of Eight Million, Eight Hundred and Sixty-four Thousand, Three Hundred and Seventy-six Dollars and Forty-three Cents (\$8,864,376.43) in Canadian currency.

ARTICLE 4 – ELIGIBLE EXPENDITURES

Section 4.01 Eligible Expenditures

4.01.01 The Contribution shall be applied only in respect of reasonable and substantiated expenditures directly related to the Operation of the Port, which are in the Minister's opinion properly and reasonably incurred and is limited to

- (a) those items listed in Schedule "A";
- (b) expenditures relating to the purchase of operating, maintenance or construction equipment and related facilities that:
 - (i) bring the Port up to a minimum safety standard; or
 - (ii) render the Port in compliance with regulatory or insurance requirements;
- (c) expenditures for replacement or improvement of facilities for the purpose of:
 - (i) bringing the port up to a minimum safety standard; or
 - (ii) rendering the Port in compliance with regulatory or insurance requirements;
- (d) expenditures relating to environmental land clean-up;
- (e) expenditures related to the purchase of real property upon which Port Facilities are encroaching;
- (f) expenses related to the Federal Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Provincial Sales Tax (PST), net of any input tax credits or rebates that may be claimed by the Port Operator, at any time whatsoever.

For the purpose of this Subsection, a "reasonable expenditure" means the price paid for an item or service is one that would be paid in a competitive and open market, in the area serviced by the port, under conditions where there is a willing buyer and a willing seller, each acting prudently, knowledgeably, and under no undue influence.

Section 4.02 Ineligible Expenditures

4.02.01 Notwithstanding Subsection 4.01.01, an expenditure shall not qualify as an Eligible Expenditure if it is an expenditure:

- (a) incurred or paid prior to the commencement or incurred after the termination of this Agreement;
- (b) on account of depreciation with respect to any Port Facilities or equipment or other assets which were or will be paid for out of grants, contributions, subsidies or reimbursements from any federal or provincial department or agency;
- (c) relating to the purchase of real property other than as expressly stated in Section 4.01.01(e) of this Agreement;
- (d) relating to the purchase of operating, maintenance or construction equipment and related facilities, unless such expenditure is for the purpose of
 - (i) bringing the Port up to a minimum safety or operating standard, or
 - (ii) rendering the Port in compliance with regulatory or insurance requirements;
- (e) for land use planning or zoning studies;
- (f) in respect of a project which has been physically initiated or completed immediately prior to the Transfer Date and which has or will be paid for by Her Majesty;
- (g) for replacement or improvement of facilities, unless such expenditure is for the purpose of
 - (i) bringing the Port up to a minimum safety standard, or
 - (ii) rendering the Port in compliance with regulatory or insurance requirements; or
- (h) overhead expenses or administrative fees or surcharges not specifically set out in Schedule "A" hereto.

Section 4.03 Unused Portion of Contribution

4.03.01 Notwithstanding Sections 4.01 and 4.02, the unused portion of the Contribution not immediately required for Eligible Expenditures, shall be:

- (a) deposited in a separate Canadian interest-bearing bank account or credit union account, which account shall be dedicated exclusively for the Operation of the Port; or
- (b) invested in debt obligations issued and guaranteed by Her Majesty in right of Canada or any province or municipality in Canada, or any member of the Canadian Payments Association.

ARTICLE 5 – REQUIREMENT TO NOTIFY OF OTHER ASSISTANCE

Section 5.01 Requirement to Notify of Other Assistance

5.01.01 Notwithstanding Subsection 3.01.01, prior to Her Majesty paying the Port Operator all or any part of the Contribution, the Port Operator shall provide to Her Majesty

- (a) a statement declaring any and all other sources of funding and the amount of such funding received or to be received from either a federal, provincial, territorial or municipal source for expenditures which would qualify as Eligible Expenditures under this Agreement either before or after commencement of this Agreement as well as upon termination of this Agreement; and
- (b) a statement declaring any amount owing to Her Majesty under legislation or contribution agreements.

5.01.02 Her Majesty shall have the right to reduce the Contribution by, or, request the return of the Contribution up to, an amount equal to all or any part of any funding received or to be received for expenditures which would qualify as Eligible Expenditures under this Agreement from either a federal, provincial, territorial or municipal sector source.

ARTICLE 6 – FEDERAL RECOGNITION

Section 6.01 Federal Recognition

- 6.01.01 The form and content of any public announcement or signage respecting this Agreement shall be subject to prior written approval of the Minister.
- 6.01.02 The Port Operator shall ensure that all public announcements, public tender calls, newspaper advertisements or notices in respect of any Eligible Expenditures shall acknowledge the Contribution.
- 6.01.03 At the Minister's request, the Port Operator shall, at its cost, manufacture and install a bilingual sign with a minimum size of 1.2 m x 2.4 m acknowledging the Contribution in an appropriate public area visible to the travelling public and shall, subject to section 6.01.04, leave such sign in place for the Operating Period.
- 6.01.04 The Minister may, at the Minister's sole discretion, withdraw the requirement for recognition of the Contribution. Upon notification to the Port Operator of this requirement being withdrawn, the Port Operator shall forthwith, but no later than 30 days after such notice, remove the sign.
- 6.01.05 If the Port Operator desires to have an opening ceremony, such ceremony may not be proceeded with unless the Minister has been invited at least thirty (30) days prior to the opening ceremony to participate in person or through the Minister's representative.
- 6.01.06 The Minister may, at the Minister's option, have an opening ceremony or require the Port Operator to have an opening ceremony.
- 6.01.07 The Port Operator understands and agrees that the Port Operator's name, the amount awarded and the general nature of the activities supported may be made publicly available by the Government of Canada by any means at any time.

ARTICLE 7 – ACCOUNTING RECORDS, FINANCIAL REPORTS & AUDIT

Section 7.01 Contribution Kept in Separate Account

- 7.01.01 The Port Operator shall maintain the funds provided on account of the Contribution in a separate Canadian interest-bearing bank account or credit union account which account shall be exclusively dedicated for the Operation of the Port. The Port Operator shall, at a minimum, maintain separate ledger accounts for all revenues and expenditures relating to the Operation of the Port.

7.01.02 The Port Operator shall ensure:

- (a) that funds provided on account of the Contribution or any portion thereof paid by the Port Operator to a Contracted Operator or any portion thereof further disbursed by a Contracted Operator to a Subcontractor shall be maintained by the Contracted Operator and Subcontractor in a separate Canadian interest-bearing bank account or credit union account. This separate account shall be exclusively dedicated for the Operation of the Port; and
- (b) that the Contracted Operator and Subcontractor shall, at a minimum, maintain separate ledger accounts for all revenues and expenditures relating to the Operation of the Port.

Section 7.02 Accounting Records

7.02.01 The Port Operator shall keep records, and shall ensure that any Contracted Operator and Subcontractor keep records, for the Operation of the Port in accordance with generally accepted accounting principles and the Port Operator shall keep such records and shall ensure that any Contracted Operator and Subcontractor keep such records separately from any other records.

Section 7.03 Audit and Inspection

7.03.01 The Port Operator shall keep open for audit and inspection by the Minister and shall ensure that any Contracted Operator and Subcontractor keep open for audit and inspection by the Minister, during business hours, the records with respect to the Port and anything directly related to the Agreement and the Minister may take copies and extracts therefrom.

7.03.02 The Port Operator shall furnish, and shall ensure that the Contracted Operator and Subcontractor furnish to the Minister such other information as the Minister considers relevant in connection with the audit and inspection referred to in Subsection 7.03.01.

7.03.03 The requirements referred to in Sections 7.02 and 7.03 shall remain in effect for six (6) years after the date of the termination of this Agreement.

7.03.04 The Port Operator understands and agrees that any audit carried out by or on behalf of the Minister may be disclosed to the public by any means.

ARTICLE 8 – ANNUAL VERIFICATION

Section 8.01 Annual Verification

- 8.01.01 For each Year of the term of this Agreement, the Port Operator shall, on or before ninety (90) days after the end of the Year, deliver to the Minister evidence, in a form and content satisfactory to the Minister, which may include a certificate of an Independent External Accredited Accountant, certifying that the Contribution paid to the Port Operator and, where applicable, that the Contribution or any part thereof paid to the Contracted Operator or to the Subcontractor has been applied solely towards Eligible Expenditures in that Year.

ARTICLE 9 – PARLIAMENTARY APPROPRIATION

Section 9.01 Contribution Subject to Appropriation

- 9.01.01 Nothing herein contained shall obligate Her Majesty to make any payment under this Agreement unless and until the necessary funds have been voted by Parliament in that behalf.

ARTICLE 10 – SETTLEMENT

Section 10.01 Early Termination

- 10.01.01 If this Agreement is terminated by the mutual agreement of the parties prior to the end of the term specified in Article 2 of this Agreement, the Port Operator shall remit to Her Majesty forthwith on the date of termination of this Agreement any amount paid on account of an expenditure which is not an Eligible Expenditure, any unexpended amount of the Contribution, any amount which Her Majesty has determined must be returned pursuant to Subsection 5.01.02 and any amount of the Contribution repayable to Her Majesty pursuant to any other agreement between the parties hereto, including the Operating Agreement.

Section 10.02 Final Settlement

- 10.02.01 The final settlement of the Contribution shall be made no later than six (6) months after the date of termination of this Agreement. At that time, the Port Operator shall remit to Her Majesty any amount paid on account of an expenditure which is not an Eligible Expenditure, any unexpended amount of the Contribution, any amount which Her Majesty has determined must be returned pursuant to Subsection 5.01.02 and any amount of the Contribution repayable to Her Majesty pursuant to any other agreement between the parties hereto, including the Operating Agreement.

ARTICLE 11 – DEFAULT

Section 11.01 Default

- 11.01.01 If, during the term of this Agreement,
- (a) the Port Operator ceases to Operate the Port in accordance with the Operating Agreement and such default continues for a period of fifteen (15) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;
 - (b) the Port Operator is in default of Article 7 and such default continues for a period of fifteen (15) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;
 - (c) the Contracted Operator or the Subcontractor:
 - (i) does not maintain the Contribution in a separate account exclusively dedicated to the Operation of the Port;
 - (ii) does not maintain separate ledger accounts for all revenues and expenditures relating to the Operation of the Port;
 - (iii) does not keep records in accordance with generally accepted accounting principles and does not keep such records separately from any other records;
 - (iv) does not keep open for audit and inspection by the Minister, during business hours, the records with respect to the Port and anything directly related to the Agreement; or

- (v) does not furnish to the Minister such other information as the Minister considers relevant in connection with an audit and inspection referred to in Subsection 7.03.01;

and such default continues for a period of fifteen (15) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;

- (d) the Port Operator is in default of any provision of this Agreement, other than a default under Paragraphs (a) and (b), or, of any provision of any other Agreement referred to in the Agreement to Transfer and such default continues for a period of fifteen (15) days after notice by Her Majesty to the Port Operator specifying the nature of the default and requiring the default to be remedied;
- (e) the Port Operator becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time relating to bankrupt or insolvent debtors, or is required to wind up or dissolve by any order or resolution, or is unable to meet its liabilities as they become due; or
- (f) the Port Operator is convicted of any offence against the law, order or regulation of Canada or duly constituted authority thereof or the conditions of any licence, or of being an accessory to any such offence, and if such offence is committed in connection with the Operation of the Port;

this shall constitute default and Her Majesty may, in addition to any other remedies available to Her Majesty, take any one or more of the following actions:

- (i) terminate this Agreement; and
- (ii) A. with respect to a default under Paragraphs 11.01.01 (a), (b) or (c), require the Port Operator to repay Her Majesty forthwith, on demand for payment issued by the Minister, all the Contribution;
- B. with respect to a default under Paragraphs 11.01.01 (d), (e) or (f), require the Port Operator to pay Her Majesty forthwith, on demand for payment issued by the Minister, any amount paid on account of an expenditure which is not an Eligible Expenditure, any unexpended amount of the Contribution, any amount which Her Majesty has determined must be returned pursuant to Subsection 5.01.02 and any amount of the Contribution repayable to Her Majesty pursuant to any other agreement between

the parties hereto, including the Operating Agreement.

- (iii) carry out or cause to be carried out an audit of the books and accounts and other records of the Port Operator and the Port Operator shall at all times comply with Section 7.03 of this Agreement and the cost of such audit shall be borne by the Port Operator.

ARTICLE 12 – DEBT DUE TO HER MAJESTY

Section 12.01 Debt Due to Her Majesty

- 12.01.01 Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and the Port Operator shall, on demand for payment issued by the Minister, pay all such amount forthwith to Her Majesty.

Section 12.02 Interest Due on Debt Due to Her Majesty

- 12.02.01 In accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, in all cases where there is a debt due to Her Majesty, interest calculated and compounded monthly at the average bank rate plus three per cent is payable on that amount and accrues during the period beginning on the due date and ending on the day on which payment is received by Her Majesty or a duly authorized agent of Her Majesty.

Section 12.03 Set-Off

- 12.03.01 If there is a debt due to Her Majesty by the Port Operator, Her Majesty may, in Her sole discretion and in addition to any other remedies available to Her Majesty, retain the amount of the indebtedness by way of deduction from or set-off against any sum of money that may be due or payable by Her Majesty to the Port Operator.

ARTICLE 13 – NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Section 13.01 No Partnership, Joint Venture or Agency

- 13.01.01 Her Majesty and the Port Operator expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Her Majesty or the Port Operator shall constitute or be deemed to constitute Her Majesty and the Port Operator as partners, joint venturers or principal and agent in any way or for any purpose. The Port Operator

shall not represent or hold itself out to be an agent of Her Majesty. No party shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party.

- 13.01.02 The Port Operator agrees to be liable to Her Majesty for any liability that Her Majesty incurs by virtue of being found to be liable with the Port Operator as a partner of, joint venturer with, or principal of the Port Operator. For greater certainty, the Port Operator assumes no responsibility for any liability arising to Her Majesty as a result of the act or omission of Her Majesty or Her agent which are the basis for the finding that Her Majesty or Her agent is a partner of, joint venturer with, or principal of the Port Operator.

ARTICLE 14 – INDEMNITY AND CONDUCT OF ACTIONS

Section 14.01 Indemnity

- 14.01.01 The Port Operator agrees, at all times, to indemnify and save harmless, Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, servants, employees, or agents of Her Majesty while acting within the scope of their duties or employment.
- 14.01.02 If Her Majesty is made a party to any action, suit or proceeding in respect of a matter for which the Port Operator is obligated to indemnify Her Majesty, the Port Operator shall defend such action, suit or proceeding in the name of Her Majesty at the Port Operator's expense. The foregoing obligation of indemnification is subject to the requirement that the Port Operator, in respect of any claim made by a third party, be notified by Her Majesty of all material particulars thereof and be afforded an opportunity at the Port Operator's sole expense to resist, defend and compromise the same, provided that the Port Operator is not obligated to do so; and further provided that if the Port Operator does not assume the defense of such claim, Her Majesty may defend against the claim in any manner She deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.

ARTICLE 15 – ARBITRATION

Section 15 .01 Arbitration

15.01.01 In the event that a dispute, conflict, claim or controversy (“Dispute”) arises out of or in connection with this Agreement, and the parties are not able to resolve the Dispute through discussions, then with the written agreement of the parties (“Arbitration Agreement”), the Dispute will be referred to binding arbitration in accordance with the *Commercial Arbitration Act* (R.S.C. 1985, c. 17 2nd Supp.).

For the purposes of this Article, a Dispute includes, without limitation, a dispute, conflict, claim or controversy, not involving the interpretation or application of the public law of Canada, and concerning:

- (a) the formation, validity, interpretation, application or enforceability of this Agreement;
- (b) the performance, breach, termination or other discharge of the Agreement;
- (c) the duties, rights, obligations or remedies of the parties pursuant to the Agreement.

15.01.02 For the purpose of each arbitration under this Agreement, the Port Operator shall constitute one party to the arbitration and Her Majesty shall constitute the other party to the arbitration.

15.01.03 If a Dispute arises and the parties do not resolve some or all of the Dispute through discussions, then, either party may give written notice, in accordance with Section 16.15, to the other party of its intent to enter into an Arbitration Agreement (“Notice of Intent”). If the parties have not entered into an Arbitration Agreement within fifteen (15) Business Days of receipt of the Notice of Intent, the parties are not obligated to enter into such an Arbitration Agreement.

15.01.04 The parties shall, in the Arbitration Agreement, concisely describe the matter submitted for arbitration. The parties further agree that the arbitral proceedings will consist of oral hearings for the presentation of evidence (either oral, written or both) and for oral argument and that such hearings are to be held within sixty (60) Business Days of the date of the Arbitration Agreement.

15.01.05 (a) An arbitration under this Agreement shall be conducted by one arbitrator chosen by agreement of the parties.

- (b) If the parties are unable to agree on the choice of an arbitrator within ten (10) Business Days from the date of execution of the Arbitration Agreement there shall be three (3) arbitrators (the "Arbitral Panel").
- (c) Either party may nominate one arbitrator and upon doing so shall in writing notify the other party of that nomination. Within ten (10) Business Days after receiving such notice, the other party shall nominate a second arbitrator. The two arbitrators shall within ten (10) Business Days after selection of the second arbitrator select a third arbitrator to be chairperson of the Arbitral Panel and to act jointly with them. If the two arbitrators fail to agree on the selection of the third arbitrator, the third arbitrator shall be designated by the ADR Institute of Canada upon application by either party.
- (d) A person eligible for appointment as an arbitrator:
 - (i) will be an experienced arbitrator or counsel having training in arbitration;
 - (ii) will be independent and impartial; and
 - (iii) preferably, will have knowledge of, or experience in the subject matter in dispute.

15.01.06 The sole arbitrator or Arbitral Panel, as the case may be, ("Arbitrator") shall have the right to grant legal and equitable relief and to award costs (including legal fees and the costs of the arbitration) and interest. The Arbitrator shall not be authorized to decide *ex aequo et bono* or as *amiable compositeur*. Nothing contained herein shall be construed to permit the Arbitrator to award punitive, exemplary or any similar damages.

15.01.07 Except to the extent that it may be inconsistent with the procedure set out in this Article, the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))* shall govern the arbitration of a Dispute under this Agreement.

15.01.08 The arbitration shall take place in the City of St. John's, Newfoundland and Labrador, at such place and time as the Arbitrator may fix for the purpose of hearing the evidence and representations that the parties may present. The arbitration proceedings shall be conducted in either French or English, with the agreement of the parties. No later than twenty (20) Business Days after hearing the representations and evidence of the parties, the Arbitrator shall make its determination in writing and deliver one copy to each of the parties.

- 15.01.09 The arbitration proceedings shall be open to the public.
- 15.01.10 The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the arbitration. This exchange shall be completed no later than ten (10) Business Days prior to the date set for the arbitration hearing.
- 15.01.11 All information exchanged during this entire procedure shall be regarded as "without prejudice" communications. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.
- 15.01.12 Subject to the *Commercial Arbitration Code (Commercial Arbitration Act (R.S.C. 1985, c. 17 2nd Supp.))*, the decision of the Arbitrator, or a majority of its members, shall be final and binding upon the parties in respect of all matters relating to the arbitration, the conduct of the parties during the proceedings, and the final determination of the issues in the arbitration. The decision shall be in writing and include reasons for the decision. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 15.01.13 The costs of any arbitration hereunder shall be borne by the parties in the manner specified by the Arbitrator in its determination.
- 15.01.14 The Arbitrator shall resolve the Dispute in accordance with the laws of the Province of Newfoundland and Labrador.
- 15.01.15 It is agreed that the sole arbitrator or any member of the Arbitral Panel will neither represent nor testify on behalf of any of the parties in any subsequent proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the sole arbitrator or any member of the Arbitral Panel made in relation to this arbitration are confidential and may not be used in any subsequent proceeding between the parties, or where they are opposed in interest.

ARTICLE 16 – GENERAL PROVISIONS

Section 16.01 Entire Agreement

- 16.01.01 This Agreement and the other agreements referred to in the Agreement to Transfer set forth the entire agreement between the parties concerning the subject matter hereof and no representation or warranty expressed, implied or otherwise is made by Her Majesty to the Port Operator or by the Port Operator to Her Majesty except as expressly set out in this Agreement or in any other agreements referred to in the Agreement to Transfer.

Section 16.02 Subdivisions

- 16.02.01 Unless otherwise stated, a reference in this Agreement by numerical or alphabetical designation to an Article, Section, Subsection, Paragraph, Subparagraph, Appendix or Schedule shall refer to the Article, Section, Subsection, Paragraph, Subparagraph, Appendix or Schedule bearing that designation in this Agreement.

Section 16.03 Headings

- 16.03.01 The division of this Agreement into Articles, Sections, Subsections, Paragraphs, and Subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 16.04 Number and Gender

- 16.04.01 Words importing the singular number shall include the plural and words denoting the masculine gender shall include the feminine, if the context so requires.

Section 16.05 Accounting Terms and Principles

- 16.05.01 All accounting and financial terms used in this Agreement shall, except where otherwise provided either expressly or by necessary implication in this Agreement, be interpreted and applied in accordance with generally accepted accounting principles and generally accepted auditing standards in Canada as they exist from time to time.
- 16.05.02 Where the Canadian Institute of Chartered Accountants or any successor thereto includes a statement in its Handbook or any successor thereto on a method or alternative methods of accounting, such statement shall be regarded as the only generally accepted accounting principle and generally accepted auditing standard applicable to the circumstances that it covers, and references herein to generally accepted accounting principles and generally accepted auditing standards shall be interpreted accordingly.

Section 16.06 Business Day

- 16.06.01 If the day on which any act or payment is required to be done or made under this Agreement is a day which is not a Business Day, then such act or payment shall be duly performed or made if done on the next following Business Day.

Section 16.07 Schedules

16.07.01 All capitalized words and phrases used in the attached Schedule shall have the same meanings as defined in this Agreement.

Section 16.08 Statutes, Regulations and Rules

16.08.01 Any reference in this Agreement to all or any part of any statute, regulation or rule shall, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Section 16.09 Governing Law

16.09.01 The Agreement is subject to the federal *Financial Administration Act* (R.S.C. 1985, c. F-11).

16.09.02 This Agreement shall be interpreted in accordance with the laws in force in the Province of Newfoundland and Labrador, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or shall be construed as limiting, waiving or derogating from any federal Crown prerogative.

Section 16.10 Construed Covenants

16.10.01 All of the provisions and each obligation or agreement of this Agreement, even though not expressed as a covenant, are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

Section 16.11 House of Commons

16.11.01 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not otherwise available to the general public.

Section 16.12 Conflict of Interest

16.12.01 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 any such situation.

Section 16.13 No Bribe

- 16.13.01 The Port Operator warrants that no bribe, gift, commission or other inducement has been paid, given, promised or offered to any Government official or employee for the obtaining of this Agreement, contrary to Section 121 of the *Criminal Code* (R.S.C. 1985, c. C-46).

Section 16.14 Time of Essence

- 16.14.01 Time is of the essence of this Agreement.

Section 16.15 Notice

- 16.15.01 All notices or other communications necessary for the purposes of this Agreement shall be in writing and delivered personally or by courier, or shall be sent by registered mail or by prepaid post or by facsimile, addressed

- (a) in the case of Her Majesty, to:

Maurice Landry
Regional Director, Programs – Atlantic
Transport Canada
95 Foundry Street
Moncton, New Brunswick
E1C 5H7
Telephone: (506) 851-3621
Facsimile: (506) 851-7542

or to such other address or facsimile number or addressed to such other Person as the Minister may, from time to time, designate in writing to the Port Operator; and

- (b) in the case of the Port Operator, to:

Jerry Dean
Chair, Exploits Valley Port Corporation
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
Telephone: (709) 257-2839
Facsimile: (709) 257-3330

or to such other address or facsimile number or addressed to such other Person as the Port Operator may, from time to time, designate in writing to the Minister.

16.15.02 Any notice or other communication is considered to have been received:

- (a) in the case of facsimile, on actual receipt, and
- (b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

Section 16.16 Amendment

16.16.01 This Agreement may be amended only by a written agreement signed by the parties.

Section 16.17 Waiver

16.17.01 The failure by any party to insist in any one instance upon the strict performance by the other party of obligations under this Agreement does not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same continues in full force and effect.

16.17.02 No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long does not constitute a waiver of the covenant or condition, and until performed or waived in writing that party is entitled to invoke any remedy available to that party under this Agreement or by law, despite the forbearance or indulgence.

Section 16.18 Severability

16.18.01 If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision is deemed to be independent of and severed from the remainder of this Agreement, and all the other provisions of this Agreement are nevertheless to continue in full force and effect.

Section 16.19 Assignment, Successors and Assigns

16.19.01 The Port Operator shall not transfer or assign its rights or obligations under this Agreement to any Person prior to the proposed assignee

executing an agreement, satisfactory to the Minister, whereby the proposed assignee agrees directly with Her Majesty to be bound by all of the terms, covenants and conditions contained in this Agreement as if such proposed assignee had executed this Agreement.

- 16.19.02 If the Port Operator assigns its rights and obligations contained in the Operating Agreement, in accordance with the provisions of the Operating Agreement, the Port Operator shall, subject to Subsection 16.19.01, at the same time assign to the same assignee its rights and obligations under this Agreement.
- 16.19.03 In the case of an assignment to or by a mortgagee, such assignment shall be on the same basis as such assignment under the Operating Agreement.
- 16.19.04 Notwithstanding any other provision of this Agreement, and notwithstanding any assignment, the Port Operator shall be and remain jointly and severally liable for all obligations to Her Majesty under this Agreement.
- 16.19.05 No rights shall enure to the benefit of any transferee or assignee of the Port Operator unless the transfer or assignment is consented to by Her Majesty in accordance with Subsection 16.19.01.
- 16.19.06 This Agreement shall be binding upon and shall enure to the benefit of Her Majesty and Her successors and assigns and the Port Operator and its successors and permitted assigns.
- 16.19.07 Nothing expressed or implied in this Agreement or in any other agreement referred to in the Agreement to Transfer, is intended to or shall be construed to confer on or to give any Person, other than the parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement or any other agreement referred to in the Agreement to Transfer.

Section 16.20 Survival

- 16.20.01 The rights and obligations of the parties contained in Articles 7, 8 12, 13 and 14 shall survive the expiration or early termination of this Agreement.

Section 16.21 Counterparts

16.21.01 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF the Port Operator and Her Majesty have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

)	HER MAJESTY THE QUEEN
)	IN RIGHT OF CANADA
)	<original signed by>
)	Per: _____
)	Minister of Transport
)	EXPLOITS VALLEY PORT
)	CORPORATION
)	<original signed by>
)	Per: _____
)	Signature of duly Authorized Signing
)	Director or Officer
)	<original signed by>
)	Print name and Title of Authorized Signing
)	Director or Officer pursuant to a Resolution
)	of the Board of Directors of the Port
)	Operator.
)	<original signed by>
)	Per: _____
)	Signature of duly Authorized Signing
)	Director or Officer
)	<original signed by>
)	Signature of duly Authorized Signing
)	Print name and Title of Authorized Signing
)	Director or Officer pursuant to a Resolution
)	of the Board of Directors of the Port
)	Operator.

SCHEDULE "A" – ELIGIBLE EXPENDITURES

This is Schedule "A" to the Contribution Agreement made by Her Majesty the Queen in right of Canada and Exploits Valley Port Corporation as of the 21st day of March, 2014.

Eligible Expenditures

Human Resources

Salaries and Wages

Overtime

Allowances (Employee packages)

Employee Benefits (pension plan contributions, vacation pay, insurance plans relating to health, life, dental and income protection)

Training

Health Services

Management, Maintenance and Repair

Travel

Relocation

Postage and Freight

Telephone and Facsimile

Advertising

Publication

Insurance

Municipal Service Fees

Real Property Taxes

Public Utilities

Fuel

Materials and Supplies

Electronic Data Processing Supplies

Banking Fees

Investment Management Fees

Dredging

Professional Services

Security Services

Accounting Services

Architectural Services

Auditing Services

Business Development Planning

Engineering Services

Environmental Services

Informatic Services

Legal Services

Management Consulting Services
Repair and Maintenance Services

Rental Expenditures

Rental - Land
Rental - Buildings
Rental - Machinery and Equipment
Rental - Watercraft
Rental - Motor Vehicle
Rental - Computer
Rental - Office Equipment
Rental - Telecommunication Equipment
Rental - Other

UNDERTAKING

**TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS
REPRESENTED BY THE MINISTER OF TRANSPORT ("HER
MAJESTY")**

AND TO: DEPARTMENT OF JUSTICE, HER MAJESTY'S SOLICITORS

**RE: TRANSFER OF REAL PROPERTY IN BOTWOOD,
NEWFOUNDLAND AND LABRADOR, TO EXPLOITS VALLEY
PORT CORPORATION**

**IN CONSIDERATION of and notwithstanding the closing of the above transaction,
WE, JEWER, MURPHY & GRIFFIN LAW OFFICE, Solicitors for Exploits Valley
Port Corporation, UNDERTAKE AND AGREE AS FOLLOWS:**

- 1. Following the execution and delivery to us on the Closing Date of all documents in
accordance with the Closing we undertake to immediately register the following
documents in the following order at the Registry Office and to forthwith provide you with
particulars of same:**
 - (a) Instrument of Grant;**
 - (b) Option to Purchase Agreement between Exploits Valley Port Corporation and Her
Majesty the Queen in right of Canada, as represented by the Minister of Transport.**

**SIGNED at Grand Falls - Windsor, in the Province of Newfoundland and Labrador, this
21 day of March, 2014.**

**JEWER, MURPHY & GRIFFIN LAW OFFICE
BARRISTERS AND SOLICITORS**

<original signed by>

**Per: _____
Tina Jewer**

UNDERTAKING and AGREEMENT

**TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS
REPRESENTED BY THE MINISTER OF TRANSPORT ("HER
MAJESTY")**

AND TO: DEPARTMENT OF JUSTICE, HER MAJESTY'S SOLICITORS

**RE: TRANSFER OF REAL PROPERTY IN BOTWOOD
NEWFOUNDLAND AND LABRADOR, TO EXPLOITS VALLEY
PORT CORPORATION**

I, JERRY DEAN, Chair of Exploits Valley Port Corporation, hereby undertake and agree on behalf of Exploits Valley Port Corporation as follows:

1. Following the execution and delivery to us on the Closing Date of all documents in accordance with the Closing, to instruct our Solicitors, Jewer, Murphy & Griffin, Attention: Tina Jewer, to immediately register the following documents in the following order at the Registry Office and to forthwith provide you with particulars of same:
 - a. Instrument of Grant;
 - b. Option to Purchase Agreement between Exploits Valley Port Corporation and Her Majesty the Queen in right of Canada, as represented by the Minister of Transport.
2. Until proof of the above noted registration has been provided to Her Majesty, Exploits Valley Port Corporation agrees to forthwith return the Contribution Funds in the amount of \$~~8,814,376.43~~ plus any accrued interest less any Eligible Expenditures, as audited and approved in accordance with the terms of the Contribution Agreement, to Her Majesty upon demand by Her Majesty for such return of funds.
3. Exploits Valley Port Corporation hereby acknowledges and confirms that, until receipt of proof of registration or the return of the Contribution Funds as outlined in section 1 and section 2 above, Exploits Valley Port Corporation shall be the owner and operator of the Botwood Port in accordance with the Agreement to Transfer.

SIGNED at Grand Falls - Windsor, in the Province of Newfoundland and Labrador, this 21 day of March, 2014.

EXPLOITS VALLEY PORT
CORPORATION

<original signed by>

**CERTIFICATE OF THE CHAIR OF EXPLOITS VALLEY PORT
CORPORATION**

I, JERRY DEAN, Chair of Exploits Valley Port Corporation (hereinafter referred to as "EVPC", a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador, confirm that:

1. EVPC is a not-for-profit, provincially incorporated body within the meaning of the *Corporations Act* and has been duly incorporated and organized under the laws of Newfoundland and Labrador and validly exists under the laws of Newfoundland and Labrador and has its head office in Botwood, Newfoundland and Labrador;
2. EVPC has all necessary corporate power, authority and capacity:
 - (a) to manage, operate and maintain the Port;
 - (b) to enter into the Agreement to Transfer, dated February 12, 2014 together with all other Agreements contemplated therein (collectively the "Agreements") and to perform its obligations set out therein;
 - (c) to borrow;
 - (d) to impose, on a contractual or quasi-contractual basis, docking and other using charges at the Port;
 - (e) to collect, on a contractual or quasi-contractual basis, all current port revenues; and
 - (f) to acquire and hold an interest in real property in the Province of Newfoundland and Labrador.
3. The execution and delivery of the Agreements and the consummation of any of the transactions provided for in any of them have been duly authorized by all necessary corporate action on the part of EVPC.
4. The documents of incorporation and the by-laws of EVPC are consistent with the obligations of EVPC under the Agreements.
5. EVPC is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter, by-law, statute, rule, regulation, judgment, order, writ, decree or law which, with or without the giving of notice or the lapse of time, or both, would be violated, contravened, breached by, or under which default would occur, as a result of the execution, delivery and performance

of the Agreements, or the consummation of any of the transactions provided for in any of them.

6. No approval, authorization, consent, permit, or other action by, or filing with, any governmental body or authority or any regulatory agency, body or tribunal, having jurisdiction, or by any person, whether pursuant to a contract or otherwise, is required in connection with the execution and delivery of the Agreements, and the performance of EVPC's obligations thereunder except as otherwise stated therein.
7. There will be, as of the Closing Date, no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or involving EVPC or any judgment, decree, injunction or order of any court or arbitrator, involving which might adversely affect the capacity or power of EVPC to execute and deliver the Agreements, or to consummate the transaction provided for in any of them, or which might adversely affect to a significant degree EVPC, its assets, its financial condition or its future prospects.
8. The Agreements will, upon execution and delivery, constitute legal, valid and binding obligations of EVPC enforceable against EVPC in accordance with their terms, except as they may be limited by applicable bankruptcy laws or laws affecting the enforcement of creditors' rights generally and except as limited by the general principles of equity.

SIGNED at Grand Falls - Windsor, in the Province of Newfoundland and Labrador, this

21 day of March, 2014.

EXPLOITS VALLEY PORT
CORPORATION

<original signed by>

Per: _____

Jerry Dean _____

Exploits Valley Port Corporation (EVPC)

Board of Directors Meeting - January 24, 2014

Meeting convened at 6:00pm

In attendance: Jerry Dean
Scott Sceviour
Todd Mercer
Gerald Thomson
Al Hawkins
Stephen Jerrett

Guests: Tina Jewer
Derek Ford
David Bellefontaine (by phone)

The meeting opened with welcome remarks by Chair. Advised the meeting was called to provide the Board with a status update and to review the legal framework.

David and Stephen provided a short status update and an overview of our progress to date.

Counsel (Tina and Derek) reviewed the legal framework with the Board. The Board were given an opportunity to ask questions of Counsel; as well, Tina and Derek highlighted key areas/sections of the legal documents. The Board was advised that TC expects to divest the port March 4, 2014. The Board was asked to authorise the EVPC to accept the legal framework and enter into the agreement to divest the port.

Motion: "The EVPC accepts the legal framework presented by Transport Canada to divest the port of Botwood, and authorises the corporation's signing officers to endorse these documents, including documents with needed minor changes as recommended by Counsel." Moved by Al Hawkins, seconded by Scott Sceviour.

Action items:

1. Clarification will be sought from TC concerning - (a) the status/responsibility for the munitions dumped off Killick Island at the end of the WWII, and (b) the commitment to undertake indefinite regular environmental monitoring of the harbour. (Tina/Derek)
2. The EVPC constitution, mission statement, bylaws, and governance structure will be reviewed and options presented to the Board prior to divestiture. Possible meeting Feb 17/18. (David/Stephen)

Meeting adjourned 8:30pm

**CERTIFICATE OF HER MAJESTY
REPRESENTATIONS AND WARRANTIES CONTAINED IN
SECTION 4.02 OF THE AGREEMENT TO TRANSFER**

TO: EXPLOITS VALLEY PORT CORPORATION

AND TO: TINA JEWER AND DEREK FORD, ITS SOLICITORS

**RE: TRANSFER OF THE PORT OF BOTWOOD, PROVINCE OF
NEWFOUNDLAND AND LABRADOR, FROM HER MAJESTY
THE QUEEN IN RIGHT OF CANADA (“HER MAJESTY”) TO
THE EXPLOITS VALLEY PORT CORPORATION**

**AND RE: REPRESENTATIONS AND WARRANTIES CONTAINED IN
SECTION 4.02 OF THE AGREEMENT TO TRANSFER BETWEEN
HER MAJESTY AND EXPLOITS VALLEY PORT
CORPORATION DATED THE 12th DAY OF FEBRUARY, 2014
 (“THE AGREEMENT”)**

I, Jean Richard, of Dieppe, in the Province of New Brunswick, state as follows:

1. Unless otherwise defined in this certificate, all capitalized terms and phrases have the meanings set out in the Agreement to Transfer.
2. I am employed in the service of Her Majesty as the Acting Regional Director, Programs – Atlantic Region, Transport Canada.
3. In accordance with Paragraph 3.03.01(a) of the Agreement to Transfer, I hereby certify that the representations and warranties contained in Subsection 4.02.01 of the Agreement as set out below are and will as of the Closing Date be true and correct in all material respects:
 - a. The Agreement and any other agreement expressly contemplated in it, constitute legally valid and binding obligations of Her Majesty enforceable against Her Majesty in accordance with their terms except as they may be limited by law; and
 - b. There will be, as of the Closing Date, no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or

involving Her Majesty or any judgment, decree, injunction, or order of any court, or arbitrator which adversely affect the capacity or power of Her Majesty to execute and deliver the Agreement or any other agreement expressly contemplated in it or to consummate the transaction contemplated in it or them which might adversely affect to a significant degree the financial position of the Exploits Valley Port Corporation.

IN WITNESS WHEREOF I have hereunto set my hand this 21st day of March, 2014.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA as Represented
by the Minister of Transport**

<original signed by>

Witness

<original signed by>

Per: _____

Jean Richard
A/Regional Director
Programs - Atlantic Region
Transport Canada

LITIGATION

TO: EXPLOITS VALLEY PORT CORPORATION

AND TO: TINA JEWER AND DEREK FORD, ITS SOLICITORS

RE: TRANSFER OF REAL PROPERTY IN BOTWOOD, NEWFOUNDLAND AND LABRADOR (“PORT”), FROM HER MAJESTY THE QUEEN IN RIGHT OF CANADA (“HER MAJESTY”) TO THE EXPLOITS VALLEY PORT CORPORATION

AND RE: LITIGATION – SUBSECTION 3.03.01(b) OF THE AGREEMENT TO TRANSFER BETWEEN HER MAJESTY AND EXPLOITS VALLEY PORT CORPORATION DATED THE 14th DAY OF FEBRUARY, 2014

Her Majesty confirms that there are no adverse claims or litigation in relation to the Port involving Her Majesty which might adversely affect the capacity or power of Her Majesty to close this transaction or which might adversely affect to a significant degree the financial position of Exploits Valley Port Corporation.

Executed at Moncton, Westmorland County, Province of New Brunswick, this 21st day of March, 2014.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Transport <original signed by>

Per: _____

Jean Richard
A/Regional Director, Programs
Atlantic Region
Transport Canada

AFFIDAVIT

I, JERRY DEAN, Chair of Exploits Valley Port Corporation, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT Exploits Valley Port Corporation has purchased property from Her Majesty the Queen in right of Canada, being lands and facilities located at the Port of Botwood, located at Botwood, Province of Newfoundland and Labrador;
2. THAT Exploits Valley Port Corporation is a HST registrant and as such has a HST Registration Number, being No. 804371276RT0001 and Exploits Valley Port Corporation will pay or report to Canada Customs and Revenue Agency the amount of the HST on the above referenced transaction.

SWORN to before me at Grand Falls-Windsor)
in the Province of Newfoundland and Labrador,)
this 21 day of March, A.D.2014.)
)
)
)
)
)
)

<original signed by>

<original signed by>

JERRY DEAN
A COMMISSIONER FOR TAKING
AFFIDAVITS IN THE SUPREME COURT

← JERRY DEAN

A Barrister (NL)

March 21 2014

Transport Canada
95 Foundry Street
Moncton, New Brunswick
EIC 5H7
Attention: **Maurice Landry**, Regional Director, Programs – Atlantic

-and to –

Department of Justice
Transport Canada Departmental Legal Services Unit
95 Foundry Street
Moncton, New Brunswick
EIC 5H7
Attention: **Laura Nicholson**, Legal Counsel

Dear Sirs/Mesdames:

**Re: Transfer of Port Lands and Port Facilities at the Port of
Botwood, Botwood, Newfoundland and Labrador**

We are the Solicitors for Exploits Valley Port Corporation ("EVPC") a body corporate duly incorporated under the laws of Newfoundland and Labrador, having its head office at Botwood, Newfoundland and Labrador.

In consideration of the closing of the above-noted matter, and as required by Section 3.01.01 of the Agreement to Transfer between EVPC and Her Majesty the Queen in Right of Canada ("Her Majesty") dated February 12, 2014, in relation to the Port of Botwood (the "Port"), we submit the following legal opinion:

1. EVPC is a not-for-profit, provincially incorporated body within the meaning of the *Corporations Act* and has been duly incorporated and organized under the laws of Newfoundland and Labrador and validly exists under the laws of Newfoundland and Labrador and has its head office in Botwood, Newfoundland and Labrador;
2. EVPC has all necessary corporate power, authority and capacity:
 - (a) to manage, operate and maintain the Port;

- (b) to enter into the Agreement to Transfer, dated February 12, 2014 together with all other Agreements contemplated therein (collectively the "Agreements") and to perform its obligations set out therein;
 - (c) to borrow;
 - (d) to impose, on a contractual or quasi-contractual basis, docking and other using charges at the Port;
 - (e) to collect, on a contractual or quasi-contractual basis, all current port revenues; and
 - (f) to acquire and hold an interest in real property in the Province of Newfoundland and Labrador.
3. The execution and delivery of the Agreements and the consummation of any of the transactions provided for in any of them have been duly authorized by all necessary corporate action on the part of EVPC.
 4. The documents of incorporation and the by-laws of EVPC are consistent with the obligations of EVPC under the Agreements.
 5. EVPC is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter, by-law, statute, rule, regulation, judgment, order, writ, decree or law which, with or without the giving of notice or the lapse of time, or both, would be violated, contravened, breached by, or under which default would occur, as a result of the execution, delivery and performance of the Agreements, or the consummation of any of the transactions provided for in any of them.
 6. No approval, authorization, consent, permit, or other action by, or filing with, any governmental body or authority or any regulatory agency, body or tribunal, having jurisdiction, or by any person, whether pursuant to a contract or otherwise, is required in connection with the execution and delivery of the Agreements, and the performance of EVPC's obligations thereunder except as otherwise stated therein.
 7. There will be, as of the Closing Date, no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against or involving EVPC or any judgment, decree, injunction or order of any court or arbitrator, involving which might adversely affect the capacity or power of EVPC to execute and deliver the Agreements, or to consummate the transaction provided for in any of them, or which might adversely affect to a significant degree EVPC, its assets, its financial condition or its future prospects.
 8. The Agreements will, upon execution and delivery, constitute legal, valid and binding obligations of EVPC enforceable against EVPC in accordance with their terms, except as

they may be limited by applicable bankruptcy laws or laws affecting the enforcement of creditors' rights generally and except as limited by the general principles of equity.

In providing the foregoing opinion, we are relying upon the Certificate of the Chair of EVPC dated March 21, 2014, 2014, with respect to any statement of fact.

Sincerely,

JEWER, MURPHY & GRIFFIN

Per: <original signed by>
Tina Jewer - Solicitor

Agreement and General Release

March 25, 2014

**Irving Oil Limited ("IOL")
c/o Cobalt Properties Limited ("CPL")
Cobalt Properties Limited
55 Union Street
Saint John, New Brunswick
E2L 5B7
ATTENTION: TROY NESBITT**

-and to-

**Exploits Valley Port Corporation ("EVPC")
227 Water Street
P.O. Box 490
Botwood, Newfoundland and Labrador
A0H 1E0
ATTENTION: STEPHEN JERRETT**

-and to-

**Transport Canada – Atlantic Region ("TC")
Government of Canada ("Canada")
Heritage Court, 95 Foundry Street
Moncton, New Brunswick
E1C 5H7
ATTENTION: MAURICE LANDRY**

**RE: Agreement and General Release for Lease No. M0911008 for property located at
Botwood, Newfoundland and Labrador dated September 28, 2009**

**This letter of Agreement and General Release is further to the above noted Lease, being Lease
No. M0911008 between TC and IOL pertaining to Leased Premises described more particularly
as:**

ALL AND SINGULAR those two certain parcels or tracts of land situate, lying and being on the bed of the Public Harbour of Botwood at Botwood, Gander District, in the province of Newfoundland and Labrador, the said land Parcels "A" and "B" comprising a combined area of 13.67 acres more or less, on the location shown outlined in red on Drawings numbered 7588 (1975-08-25) and C-1219X (1956-11-29)

for the purposes of a site for IOL's wharf and approaches thereto to be used for the transfer of petroleum products and other purposes in relation to IOL's business operations dated 28 September 2009 (the "Lease"). The Lease is attached to this letter as Schedule "A".

The Lease, which was in overholding since November 30, 2011, was terminated by TC in accordance with the terms thereof.

TC is negotiating the transfer of the port located at Botwood, Newfoundland and Labrador, to EVPC.

EVPC and IOL have indicated they wish to be bound by the terms of the Lease as if that Lease had been assigned to EVPC by TC, notwithstanding it has been terminated by TC, all on the terms and conditions as set out below:

1. Lease

IOL and EVPC agree that they will be bound to the terms of the Lease in all respects as though the Lease had not been terminated subject to the following amendments:

- (a) by deleting the **HER MAJESTY THE QUEEN** in right of Canada, represented herein by the Minister of Transport ("Landlord") in the recitals and inserting the following:

EXPLOITS VALLEY PORT CORPORATION, a corporation duly incorporated under the laws of the Province of Newfoundland and Labrador and having its head office at Botwood, Newfoundland and Labrador ("Landlord").

- (b) by deleting Section 1 and, for further clarity, all references to "Landlord" in the Lease shall mean EVPC; and
- (c) by deleting Section 3 and inserting the following:

This Lease shall terminate on March 1, 2017.

- (d) by deleting section 5 and inserting the following:

The Leased Premises shall be used for any lawful purpose in connection with IOL's business operations, and shall not be used for any other purpose whatsoever without the prior written consent of the Landlord.

2. Waiver and Release

In exchange for the promises contained in this document, each of IOL and BVPC hereby release Canada and TC, including its agents, employees and officers, from all claims, fines, suits, demands, actions, controversies, grievances, disputes and actions of every kind and nature, known or unknown, vested or contingent, past or present, arising out of or relating to the Lease.

3. Pending and Future Legal Actions

Each of IOL and BVPC and TC represent that there are no actions, whether in court, before any agency or otherwise, asserting claims by or on behalf of or against any of IOL, BVPC or TC in relation or in any way pertaining to the Lease.

4. Defence to Further Action

This letter of Termination and General Release shall constitute a full and complete defence to, and may be used as a basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted or attempted by IOL or BVPC against Canada and TC in relation to the Lease. In the event that IOL or BVPC institutes any such action, such claim shall be dismissed with prejudice and with an award of legal fees and costs to the Canada as a result of such action, immediately upon presentation of this letter.

5. Entire Agreement

This letter of Agreement and General Release constitutes the entire agreement of the parties with respect to the subject matter of this letter. Without limiting the generality of the foregoing, it is expressly acknowledged and understood that TC makes no representations as to the Lease.

6. Execution

This letter may be signed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the

party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

7. Rent

There will be no rent roll adjustment made by TC to EVPC in relation to the Lease. All rents due and owing under the Lease shall be made by IOL to EVPC.

We, EVPC, IOL and TC confirm the foregoing agreement by our signatures as set out below:

IRVING OIL LIMITED

<original signed by>

Per: _____

EXPLOITS VALLEY PORT CORPORATION

<original signed by>

Per: _____

**MINISTER OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL
HER MAJESTY IN RIGHT OF CANADA**

<original signed by>

Per: _____
Minister of Transportation

AGREEMENT ON ENVIRONMENTAL REPORTS

THIS AGREEMENT made in triplicate as of the 20th day of March, 2014.

BETWEEN:

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

PARTY OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
NEWFOUNDLAND AND LABRADOR** ("Newfoundland and
Labrador"), represented by the Minister of Environment and
Conservation ("Environment and Conservation") and the Minister of
Municipal and Intergovernmental Affairs ("Intergovernmental Affairs"),

PARTY OF THE SECOND PART

AND:

EXPLOITS VALLEY PORT CORPORATION,, a corporation duly
incorporated under the laws of the Province of Newfoundland and
Labrador and having its head office at Botwood, Newfoundland and
Labrador ("Port Operator")

PARTY OF THE THIRD PART

WHEREAS Canada and the Port Operator entered into an Agreement to Transfer dated 12th day of February, 2014 ("Agreement to Transfer") for the Port of Botwood, Province of Newfoundland and Labrador;

AND WHEREAS Transport is in the process of completing two environmental reports on the Port Lands not yet included in a signed Record of Site Condition as required by the "Provincial Guidance Document for the Management of Impacted Sites", namely: (1) an environmental report relating to the study of sediment and (2) an environmental report relating to the study of sediments impacted with Polychlorinated biphenyls ("PCBs") and Polycyclic Aromatic Hydrocarbons ("PAHs") and such further environmental reports as may be required to obtain a Record of Site Condition, all of which are hereinafter collectively referred to as the "Environmental Reports";

AND WHEREAS capitalized terms used in this Agreement and not otherwise defined shall have the same meanings as contained in the Agreement to Transfer;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the others and other good and valuable consideration, including the entry into this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Transport shall complete or cause to be completed at its own cost the Environmental Reports along with any further sampling, monitoring or remediation that is required as a result of these Environmental Reports.
2. Upon completion of the Environmental Reports, Transport shall provide a copy to Environment and Conservation along with a draft of the required Records of Site Condition for its review and such review, approval and execution in accordance with law shall not be unreasonably withheld or delayed.
3. Upon receipt of a Record of Site Condition reviewed, approved and duly executed by Environment and Conservation, Transport shall send a copy of the Environmental Reports and the Record of Site Condition to the Port Operator.
4. Upon completion of the Environmental Reports, such Environmental Reports shall be considered a "Report" as defined in the Agreement to Transfer.
5. Transport acknowledges it is responsible for any Remedial Work in accordance with Article 5 of the Operating Agreement which is Appendix 'C' of the Agreement to Transfer, in relation to the Environmental Reports up to the Transfer Date in accordance with the Agreement to Transfer as though the Environmental Reports were included in the Agreement to Transfer as of the Transfer Date. Article 5 of the Operating Agreement is attached hereto as Schedule 'A'.
6. It is expressly understood and agreed that for the purpose of the Environmental Reports, the Applicable Environmental Laws are the risk-based methodology, Tier III Level Assessment, as set out in the current versions of the "Provincial Guidance for the Management of Impacted Sites", being Version 2.0, dated January 29, 2014 and the "Canadian Council of Ministers of the Environment Guidelines".
7. The Recitals and definitions therein are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.
8. This Agreement may be executed in three or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF the Canada, Newfoundland and Labrador and the Port Operator have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

<original signed by>

[Signature]
Witness

Witness

Witness

<original signed by>
[Signature]
Witness

<original signed by>
[Signature]
Witness

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

<original signed by>

Per: [Signature]
Minister of Transport

HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Per: _____
Minister of Environment and Conservation

Per: _____
Minister of Municipal and Intergovernmental
Affairs

EXPLOITS VALLEY PORT CORPORATION

<original signed by>

Per: [Signature]
Signature of duly Authorized Signing
Director or Officer
Jerry Dean - Chair
Print name and Title of Authorized Signing
Director or Officer pursuant to a Resolution
of the Board of Directors of the Port
Operator.

<original signed by>

Per: [Signature]
Signature of duly Authorized Signing
Director or Officer

Scott W Senevick - Director
Print name and Title of Authorized Signing
Director or Officer pursuant to a Resolution
of the Board of Directors of the Port
Operator.

IN WITNESS WHEREOF the Canada, Newfoundland and Labrador and the Port Operator have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year hereinabove first written.

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

Witness

Per: _____
Minister of Transport

HER MAJESTY THE QUEEN IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Witness

<original signed by>
Per: _____
Minister of Environment and Conservation

Witness

<original signed by>
Per: _____
Minister of Municipal and Intergovernmental
Affairs

EXPLOITS VALLEY PORT CORPORATION

Witness

Per: _____
Signature of duly Authorized Signing
Director or Officer

Print name and Title of Authorized Signing
Director or Officer pursuant to a Resolution
of the Board of Directors of the Port
Operator.

Witness

Per: _____
Signature of duly Authorized Signing
Director or Officer

Print name and Title of Authorized Signing
Director or Officer pursuant to a Resolution
of the Board of Directors of the Port
Operator.

SCHEDULE 'A':

ARTICLE 5 OF THE OPERATING AGREEMENT WHICH IS APPENDIX 'C' OF THE AGREEMENT TO TRANSFER:

ARTICLE 5 – REMEDIAL WORK

Section 5.01 Her Majesty's Obligation

- 5.01.01 Subject to Subsection 5.01.02 and Sections 5.02 to 5.05, inclusive, Her Majesty shall, as soon as is reasonably feasible upon receipt of the Report, at Her Majesty's own cost and expense, perform or have performed any Remedial Work.
- 5.01.02 The parties agree that Her Majesty's obligations under Subsection 5.01.01 are for the exclusive benefit of the Port Operator and successors and permitted assigns and shall not be for the benefit of any other Person.

Section 5.02 Limitations on Her Majesty's Liability

- 5.02.01 The parties agree that for the purposes of Subsection 5.01.01, the Contaminants shall be determined by reference to the Applicable Environmental Laws in existence immediately prior to the Transfer Date in respect of lands zoned industrial/commercial.
- 5.02.02 For greater certainty, the parties agree that in no event shall Her Majesty be responsible or liable for Remedial Work relating to any Contaminant
- (a) if the Contaminant was added to or put in, on or over the Port Lands or Port Facilities on or after the Transfer Date;
 - (b) if any act or omission of any Person on or after the Transfer Date contributed to any substance becoming a Contaminant;
 - (c) which, on or after the Transfer Date, is released or spilled, or leaks or flows from any container, tank, pipe, conduit, tube or any related or other equipment in which any substance is contained or by or through which any substance is transmitted or transported; or

Section 5.03 Performance of Remedial Work

- 5.03.01 If the Remedial Work for which Her Majesty is responsible has not been completed prior to the Transfer Date, the Port Operator
- (a) shall provide to Her Majesty and Her officers, employees, agents, contractors, subcontractors and consultants access to the Port at any time

or times during reasonable hours and without cost in order to perform such Remedial Work; or

- (b) may undertake to carry out the Remedial Work where Her Majesty agrees to contribute to the Port Operator that portion of the contract price related solely to the performance of such Remedial Work.

Section 5.04 Contract

5.04.01 The Port Operator shall not perform any Remedial Work or enter into any contract to perform any Remedial Work for which it will claim any contribution from Her Majesty without the prior written consent of Her Majesty.

5.04.02 If the Remedial Work undertaken by the Port Operator or the contract entered into by the Port Operator to perform Remedial Work includes the performance of any other work,

- (a) the Port Operator's cost of the Remedial Work, or
- (b) the portion of the contract price related solely to the Remedial Work

shall be identified and separated from the balance of the cost of the work.

5.04.03 For the purposes of Subsection 5.04.02, Her Majesty's liability shall be:

- (a) conditional upon the identification and separation, on a fair and accurate basis, of that portion of the cost which is directly and solely related to the Remedial Work from all other work being performed, and
- (b) limited to the portion of the cost directly and solely related to the Remedial Work.

Section 5.05 Right of Entry

5.05.01 The Port Operator agrees that Her Majesty and Her agents, employees or contractors may enter upon the Port at any time during reasonable hours, with machinery or equipment, for the purpose of carrying out the Remedial Work pursuant to Subsection 5.03.01, provided that by the exercise of such rights Her Majesty shall:

- (a) indemnify and save harmless the Port Operator from all claims and demands directly arising from the negligent exercise of the right of entry by Her Majesty, Her agents, employees or contractors for whom in law Her Majesty is responsible; and

- (b) repair and make good or pay compensation for any damage done to the Port directly arising from the negligent exercise of the right of entry by Her Majesty, Her agents, employees or contractors for whom in law Her Majesty is responsible.

COR/2014/01112

Mr. Maurice Landry
Regional Director, Programs
Transport Canada
Foundry Street, 6th Floor
P.O. Box 42, Moncton, NB E1C 8K6

Mr. Jerry Dean, Chair
Exploits Valley Port Corporation
P.O. Box 490
Botwood, NL A0H 1E0

Dear Sirs,

Re: Approval of Divestiture of the Port of Botwood to the Exploits Valley Port Corporation

I am pleased to advise that the Government of Newfoundland and Labrador has approved amendments to the previous transfers to the Government of Canada for the parcels of land in the Port of Botwood to remove the reversionary requirements and allow for the divestiture of said properties to the Exploits Valley Port Corporation.

This divestiture is subject to:

- All parties signing the tri-partite Agreement re Environmental Reports;
- These lands continuing to be used for the purposes outlined in the original transfers;
- The Exploits Valley Port Corporation cannot divest itself of this property without the consent of Her Majesty the Queen in Right of Newfoundland and Labrador;
- The Exploits Valley Port Corporation is directed to engage professional services to develop a comprehensive port development strategy/plan, including: a detailed assessment of proposed development prospects and related infrastructure requirements, as well as a comprehensive assessment of the condition of the port facilities and related costs to rehabilitate. This work is to be completed by Fall 2014 and prior to any funds being expended to demolish or rehabilitate the transit wharf and shed; with the associated costs of developing the strategy/plan being funded through the transfer funding; and,
- The Exploits Valley Port Corporation is directed to amend its corporate documents and by-laws to make provision for the appointment by the Department of Innovation, Business and Rural Development of a member of that Department as an ex officio member of the board of directors of the Exploits Valley Port Corporation to act as a liaison with the Corporation and to provide information, advice and feedback on behalf of the Government of Newfoundland and Labrador with respect to the activities of the Corporation, including its proposed business development activities and other related initiatives, and to appoint the person named by the Department of Innovation, Business and Rural Development as an ex officio member of the board of directors of the Exploits Valley Port Corporation.

We look forward to our continued relationship with the Exploits Valley Port Corporation and wish you all the best in this endeavor.

Sincerely,

<original signed by>

BRENT MEADE
Deputy Minister

cc: Alastair O'Rielly, Deputy Minister
Department of Innovation, Business and Rural Development
Lynn Bryant, Director of Policy, Planning and Evaluation,
Department of Transportation & Works
Peter Howe, Assistant Deputy Minister of Lands,
Department of Environment & Conservation
Mr. Stephen Jerrett, Town Manager, Botwood

Appendix B

Record of Engagement

Engagement Log: Indigenous Communities – Qalipu Mi’kmaq

Date	From	To	Method	Content	Response/Concerns
May 22, 2025	Scott Sceviour (EVPC) and Jim Sceviour (Town of Botwood Mayor)	Chief Jenny Brake and Charles Pender (manger of Qalipu Holdings)	In person meeting	Project information	Support for Project as a whole.
February 16, 2026	Rodney Mercer, Vice President, Business Development EML	Mr. Rodney Bennett, Director of Operations with the Qalipu First Nation	In person at Grand Falls-Windsor regional Office	Establish a professional connection on behalf of EVPC.	Potential areas where collaboration or joint project work may be mutually beneficial
March 19, 2026	Rodney Mercer, Vice President, Business Development EML	Mr. Rodney Bennett, Director of Operations with the Qalipu First Nation	Virtual Meeting	Follow up meeting to February 16, 2026	Commitment for continued bi-weekly meetings, next schedule March 30, 2025
March 19, 2026	Chief Jenny Brake	Honourable Barry Petten (Minister of Transportation and infrastructure)	Email Letter	Letter of support	N/A

Engagement Log: Government Departments and Agencies; Local Municipalities; Business and Industry organizations; Individuals

Date	From	To	Method	Content	Response/Concerns
November 26, 2025	Port of Botwood	Department of Environment and Climate Change – EA Division (Joanne Sweeney/Eric Watton)	Virtual Meeting	Port of Botwood Wharf Rehabilitation Project	Project Description and regulatory pathway
December 1, 2025	Impact Assessment Agency of Canada – Leslie Kieley	EVPC	Virtual Meeting	Port of Botwood Wharf Rehabilitation Project	Project Description and regulatory pathway
December 3, 2025	Impact Assessment Agency of Canada – Leslie Kieley	EVPC	Email	Generation information regarding Physical Activities Regulations (PAR) section 53	EVPC submitted Project description to IAAC for determination of PAR
December 15, 2025	Department of Environment and Climate Change – EA Division (Eric Watton)	Dillon Consulting Limited (Michelle Roche)	Email	Request of max DWT for EA Registration determination	Wharf will continue to accommodate vessels exceeding 25,000 DWT
December 16, 2025	Department of Environment and Climate Change – EA Division (Eric Watton)	EVPC	Email	Letter of determination, EA Registration not required.	
December 15, 2025	Port of Botwood	Community	Public Meeting	Port of Botwood Wharf Rehabilitation Project	Project classification clarification Environmental review requirements Construction activities and timelines Employment and economic opportunities
December 18, 2025	Impact Assessment Agency of Canada – Leslie Kieley	EVPC	Email	Information request	EVPC response to questions submitted
January 15, 2026	Dillon – Michelle Roche	Impact Assessment Agency of Canada – Leslie Kieley, Jill Adams	Email	Inquiry on stage of decision	
February 5, 2025	Dillon Consulting Limited – Matt Gosse	Fisheries and Oceans Canada	Email	Inquiry if Food, Social and Ceremonial (FSC) license were identified within the Bay of Exploits	Confirmed no FSC licences
February 13, 2026	Impact Assessment Agency of Canada –Jill Adams, Kevin Cassell	EVPC	Virtual Meeting	Further discussion on Port of Botwood Wharf Rehabilitation Project and if PAR section 53 applies	More information provided to IAAC
February 23, 2026	Port of Botwood	Community	Public Meeting	Port of Botwood Wharf Rehabilitation Project	Follow up meeting to address concerns.
March 4, 2026	Impact Assessment Agency of Canada – Kevin Cassell	EVPC	Email	IAAC determination that PAR Section 53 applies to ASARCO site, IPD required	
March 4, 2026	Impact Assessment Agency of Canada –Jill Adams	EVPC	Email	IAAC determination that PAR Section 53 applies does not apply to Irving Oil Jetty Site	
March 13, 2026	Impact Assessment Agency of Canada – Leslie Kieley	EVPC	Virtual Meeting	Review of Planning phase process and permitting coordination	Dillon follow up email confirm draft review of IPD

Appendix C

Environmental Assessment Response – Government of Newfoundland and Labrador



Government of Newfoundland and Labrador
Environment, Conservation and Climate Change
Environmental Assessment Division

COR-2025-5820-2

December 16, 2025

File Ref No. 200.18.0266:0001
Application No. Dillion 25-2329

Michelle Roche
Dillion Consulting - St. John's
45 Hebron Way Suite 202
St. John's, NL A1A0P9
mroche@dillon.ca

For: Port of Botwood Wharf Rehabilitation and Replacement Project
At: Botwood
From: Exploits Valley Port Corporation

Dear Michelle Roche:

This application was referred to the Environmental Assessment Division and it has been determined that registration is NOT required under Section 47 of the **Environmental Protection Act**, SNL 2002, cE-14.2.

The Department of Environment, Conservation and Climate Change (the Department) must be notified of any significant changes to the undertaking, to be reviewed for regulatory requirements including environmental assessment. All proponents are required to comply with all relevant legislation including permits and approvals from the Department and any other municipal, provincial, or federal regulatory authorities.

If you have any questions regarding this matter, please contact Eric Watton, Senior Environmental Scientist at (709) 729-0834 or ericwatton@gov.nl.ca.

Sincerely,

A handwritten signature in blue ink that reads "Joanne Sweeney".

Joanne Sweeney, Director
Environmental Assessment Division

c.c. Exploits Valley Port Corporation

Port of Botwood

EA 2327 Environmental Assessment Committee

Appendix D

Letter of Support from Qalipu First Nation



March 19, 2026

The Honourable Barry Petten
Minister of Transportation and Infrastructure
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, NL A1B 4J6

Re: Support for EVPC's Rehabilitation of the Port of Botwood

Dear Minister Barry Petten,

As Chief of Qalipu First Nation, I write to express our support for the Exploits Valley Port Corporation's (EVPC) proposed rehabilitation of the Port of Botwood.

This project aligns closely with our Nation's priorities for economic reconciliation, increased employment opportunities for our members, and the responsible stewardship of our traditional lands and waters. A revitalized Port of Botwood represents an important step toward creating sustainable economic activity in the region. Modernized marine infrastructure, including wharf upgrades, navigational improvements, and enhanced port assets, will strengthen regional trade, support emerging industries, and improve marine safety. These improvements will help ensure that the Port remains a key driver of economic development and delivers meaningful benefits to our communities for years to come.

In the near term, these upgrades will facilitate the safe and efficient export of hydrogen and ammonia produced by the Exploits Valley Renewable Energy Corporation (EVREC). As the Province continues to explore opportunities in clean energy production and export, the ability to move these products through a reliable, modernized port facility is essential. Looking ahead, this investment has the potential to attract additional industrial partners, expand marine services, and strengthen the Town of Botwood's role as a competitive, multi-use port. These opportunities, when developed through meaningful engagement and supported by strong local partnerships, will contribute to long-term economic stability for our region and our members.

Qalipu First Nation is committed to advancing partnerships that respect Mi'kmaq rights, recognize our role as a regional partner, and reflect our shared values of stewardship, inclusion, and community well-being. With appropriate benefit mechanisms—such as targeted procurement for member-owned businesses, training-to-employment pathways, and long-term participation frameworks—the Port of Botwood rehabilitation can serve as a model for inclusive, community-focused, and sustainable economic development in Newfoundland and Labrador. We also recognize the importance of ensuring that the

Port's modernization is carried out in a manner that aligns with environmental best practices and supports healthy marine ecosystems for future generations.

We respectfully request the province's support for EVPC's rehabilitation initiative and welcome a collaborative approach to ensuring the project's implementation reflects environmental stewardship, cultural respect, and shared prosperity. Qalipu First Nation stands ready to work with the Province, EVPC, and regional partners to ensure this project is realized to its full potential for the benefit of all.

Sincerely,

<original signed by>



Jenny Brake
Chief, Qalipu First Nation

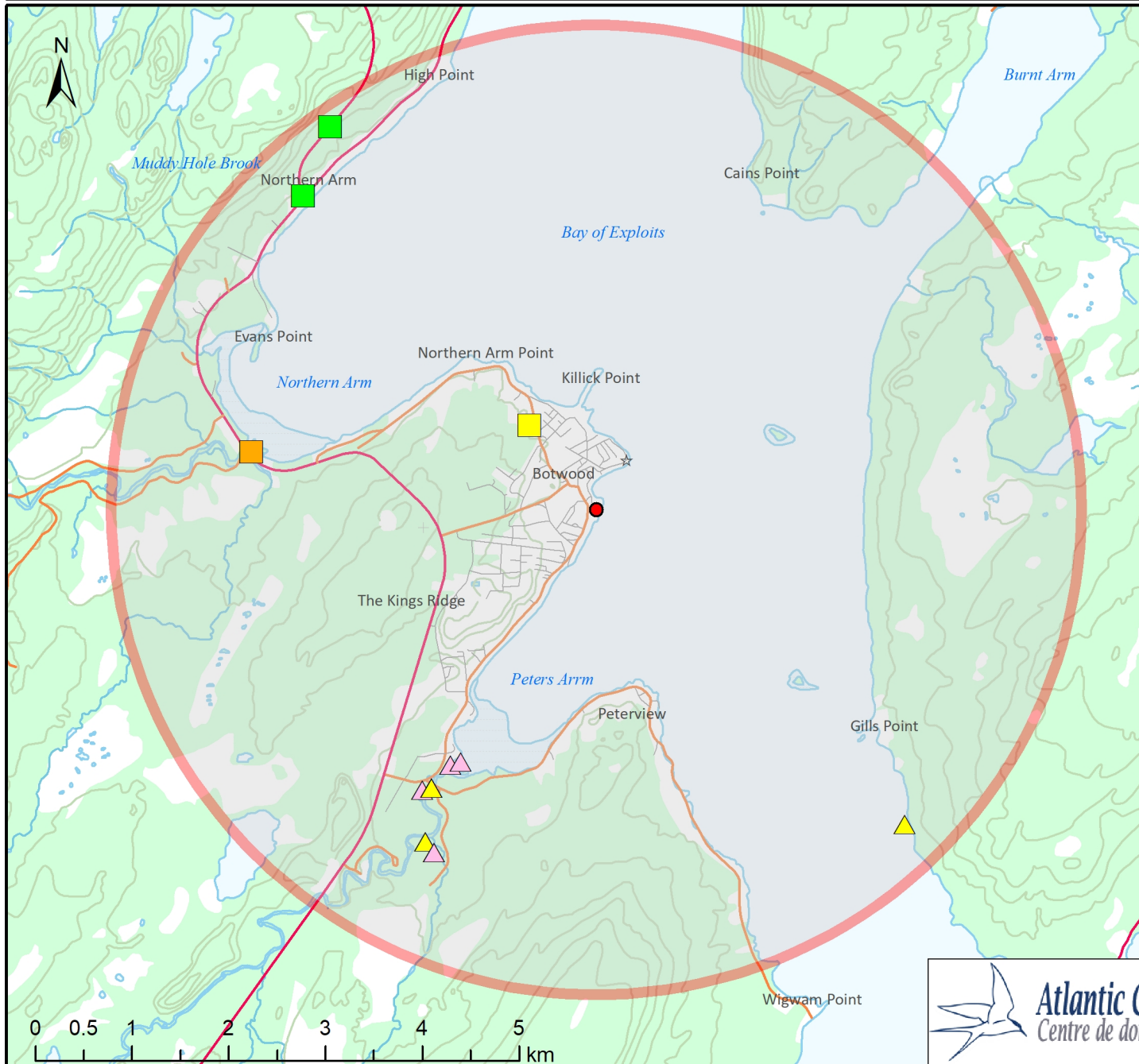
cc.

Colleen Paul, Central Vice-Chief, Qalipu First Nation
Brad Evoy, Chief Administrative Officer, Qalipu First Nation
Jonathan Walsh, Chief Operating Officer, Qalipu Development Corporation

Appendix E

Species at Risk Review

GIS Scan of Rare and Provincially/Federally Listed Species for Botwood (Marginal) in Botwood, Newfoundland and Labrador

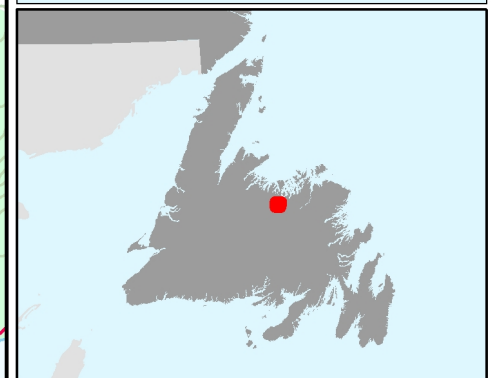


Legend

- Point of Interest (POI)
- ◻ 5 km Buffer Around POI
- Rare Flora**
- △ 10m Accuracy
- ▲ 100m Accuracy
- Rare Fauna**
- 100m Accuracy
- 200m Accuracy
- 250m Accuracy

Atlantic Canada Conservation Data Centre
 November 18, 2025
 For: Dillon Consulting Ltd
 Data Request: RQ1291

Datum: Transverse Mercator NAD83
 Note: Interpretations of this map should always be conducted in relation with data provided in spreadsheets and any other communications.



Atlantic Canada Conservation Data Centre
 Centre de données sur la conservation du Canada atlantique

GNAME	GCOMNAME	FAMILY	OBSERVERS	TotalNumbe	Month_	Day_	Year_
Martes americana	Newfoundland Marten	Mustelidae	Roland Wayne Parsons		4	26	2014
Melospiza melodia	Song Sparrow	Passerellidae	BBS observer: 1080613		7	7	2012
Agelaius phoeniceus	Red-winged Blackbird	Icteridae	BBS observer: 1080613		7	7	2013
Melospiza melodia	Song Sparrow	Passerellidae	BBS observer: 1080613		7	7	2013
Catharus minimus	Gray-cheeked Thrush	Turdidae	BBS observer: 1080613		7	3	2017
Chroicocephalus ridibundus	Black-headed Gull	Laridae	inaturalist user: kblaney		8	4	2019

SRANK_2020	SRANK_2015	NRANK	GRANK	GeneralStatusRanks	COSEWIC_STATUS	PROVINCIAL_STATUS	SARA
S3S4	S3	NNR	G5T1		Threatened (NF island pop.)	Vulnerable (NF island pop.)	
S4B,SUM	S4B,SUM	N5B,N5N	G5	Secure			
S1B,SUM	S1B,SUM	N5B,N5N	G5	Sensitive			
S4B,SUM	S4B,SUM	N5B,N5N	G5	Secure			
S2B,SUM	S2B,SUM	N5B	G5	Secure	Candidate (Mid Priority)	Threatened	
S1B,S3N,SUM	S1B, S3N,SUM	N3B,N3N,NU	G5	Sensitive			

SURVEYSITE

Stop 1 on Northern Arm BBS route
Stop 1 on Northern Arm BBS route
Stop 1 on Northern Arm BBS route
Stop 2 on Northern Arm BBS route
Division No. 6, NL, Canada

SITE_NAME

Confederation Place, Botwood
Northern Arm BBS route (ID:19)
Northern Arm BBS route (ID:19)
Northern Arm BBS route (ID:19)
Northern Arm BBS route (ID:19)
Census Division No. 6

CITATION

Accidental Capture Marten Form, Submitted to Wildlife Division

Pardieck, K.L., Ziolkowski Jr., D.J., Lutmerding, M., Aponte, V.I., and Hudson, M-A.R. 2020. North American Breeding Bird Survey Dataset 1966 - 2019: U.S. Geo

Pardieck, K.L., Ziolkowski Jr., D.J., Lutmerding, M., Aponte, V.I., and Hudson, M-A.R. 2020. North American Breeding Bird Survey Dataset 1966 - 2019: U.S. Geo

Pardieck, K.L., Ziolkowski Jr., D.J., Lutmerding, M., Aponte, V.I., and Hudson, M-A.R. 2020. North American Breeding Bird Survey Dataset 1966 - 2019: U.S. Geo

Pardieck, K.L., Ziolkowski Jr., D.J., Lutmerding, M., Aponte, V.I., and Hudson, M-A.R. 2020. North American Breeding Bird Survey Dataset 1966 - 2019: U.S. Geo

iNaturalist record export June 2024

ELCODE	LOCUNCM	IDNUM	DESCR_HABITAT
AMAJF01011	100		
ABPBXA3010	250	mstr1135355	
ABPBXB0010	250	mstr1135580	
ABPBXA3010	250	mstr1135633	
ABPBJ18090	250	mstr1136848	
	200	mstr1230913	

GNAME	GCOMNAME	accuracy_m	OBSERVERS
Carex houghtoniana	Houghton's Sedge	100	Damman, A.W.H.
Eleocharis elliptica	Slender Spike-Rush	100	Hanel, C. and Pardy, S.
Prunella vulgaris	Self-Heal	100	Hanel, C. and Pardy, S.
Scirpus cyperinus	Cottongrass Bulrush	100	Hanel, C. and Pardy, S.
Prunella vulgaris	Self-Heal	10	Hanel, C. and Pardy, S.
Alisma triviale	Northern Water-Plantain	100	Hanel, C. and Pardy, S.
Eleocharis acicularis	Least Spike-Rush	100	Hanel, C. and Pardy, S.
Cicuta bulbifera	Bulb-Bearing Water-Hemlock	100	Hanel, C. and Pardy, S.
Triglochin gaspensis	GaspT Peninsula Arrow-Grass	10	Hanel, C. and Pardy, S.
Equisetum pratense	Meadow Horsetail	100	Hanel, C. and Pardy, S.
Matteuccia struthiopteris var. pennsylvanica	Ostrich Fern	100	Hanel, C. and Pardy, S.
Scirpus cyperinus	Cottongrass Bulrush	10	Hanel, C. and Pardy, S.
Carex projecta	Necklace Sedge	10	Hanel, C. and Pardy, S.
Zannichellia palustris	Horned Pondweed	10	Hanel, C. and Pardy, S.

DATA_SOURC

	Day	Month	Year	verificati
Bouchard, A. Database for Rare Vascular Plants of Newfoundland, 1st Éd. Universite de Montreal	1	7	1957	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	
	25	7	2001	
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	25	7	2001	v
	27	7	2001	
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	27	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	27	7	2001	
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	27	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	27	7	2001	v
Herbarium Data Entry, NFM, The Rooms Herbarium, St. John's	27	7	2001	v

SRANK_2015	SRANK_2020	NRANK	GRANK	PROV_END_A	COSEWIC	FAMILY
S1	S1	N5	G5			Cyperaceae
S3S4	S3S4	N5	G5			Cyperaceae
S3S5	S3S5	N5	G5			Lamiaceae
S3S4	S3S4	N5	G5			Cyperaceae
S3S5	S3S5	N5	G5			Lamiaceae
S2	S2	N5	G5			Alismataceae
S3S4	S3S4	N5	G5			Cyperaceae
S3	S3	N5	G5			Apiaceae
S3	S3	N4	G4G5			Juncaginaceae
S3	S3	N5	G5			Equisetaceae
S3S4	S3S4	N5	G5T5			Dryopteridaceae
S3S4	S3S4	N5	G5			Cyperaceae
S3	S3	N5	G5			Cyperaceae
S2S3	S2S3	N5	G5			Potamogetonaceae

HABITAT

On sandy, wet banks of oxbow.

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Gravelly shore of river on depositional side of river bend, vegetation sparse, dominated by *Tussilago farfara*, *Trifolium pratense* and *Prunella vulgaris*; substrate

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Small backwater, both shore and aquatic environment; with *Salix/Alnus incana* var. *rugosa* thicket one side and a sand and gravel bar on the other side; vegetation

Shallow pool in salt marsh at rivermouth, water 5 cm deep at low tide; vegetation dominated by *Carex*; ringed by *Carex paleacea* and *Juncus gerardii*; below del

Alluvial *Alnus incana rugosa* thicket, tall, not tangled, with small openings and with dry river side channels, understory dominated by *Rubus pubescens*, *Rhynchospora*

Alluvial *Alnus incana rugosa* thicket, tall, not tangled, with small openings and with dry river side channels, understory dominated by *Rubus pubescens*, *Rhynchospora*

Slight depression in open area at edge of lawn in alluvial plain; vegetation dominated by *Scirpus* spp., *Euthamia graminea*, and *Juncus effusus*; substrate moist

Slight depression in open area at edge of lawn in alluvial plain; vegetation dominated by *Scirpus* spp., *Euthamia graminea*, and *Juncus effusus*; substrate moist

Pool in intertidal zone in salt marsh at rivermouth; water 10 cm deep at low tide; abundant algae; substrate mud; open.

SURVEYSITE

Rattling Brook, a few miles south of Depot.

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 100 m S of the bridge of the road to Peter

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Bay of Exploits, S of Botwood, Peters River, near mouth, small backwater on W side of river, approx. 50 m S of the bridge of the road to Petervi

Northeast Coast, Botwood, S of community, Peters river, marsh at mouth of.

Northeast Coast, Botwood, S of community, Peterview, Peters River, approx. 600 m S of road to Peterview, alder thicket behind Arjan Efficiency Units.

Northeast Coast, Botwood, S of community, Peterview, Peters River, approx. 600 m S of road to Peterview, alder thicket behind Arjan Efficiency Units.

Northeast Coast, Botwood, S of community, Peterview, Peters River, approx. 700 m S of road to Peterview, edge of lawn around first garden behind Arjan Efficie

Northeast Coast, Botwood, S of community, Peterview, Peters River, approx. 700 m S of road to Peterview, edge of lawn around first garden behind Arjan Efficie

Northeast Coast, Botwood, S of community, Peters river, marsh at mouth of.

STATION_LI	SPECIMEN_I	SITE_NAME	COLLECTION	ACRONYMS_O	ELCODE
EORsMT9595	SP025362	Rattling Brook	s.n.	MT; FFB	PMCYP03690
2001-242	SP018977	Peters River (near mouth)	CH 010725-36	NFM, MT	PMCYP090K0
2001-242	SP018978	Peters River (near mouth)	CH 010725-37	NFM, MT	PDLAM1M020
2001-242	SP018979	Peters River (near mouth)			PMCYP0Q0F0
Point 01-070	SP018992	Peters River (near mouth)			PDLAM1M020
2001-242	SP018935	Peters River (near mouth)	CH 010725-1	NFM, MT, SWGC	PMALI01050
2001-242	SP018946	Peters River (near mouth)	CH 010725-11	NFM, MT	PMCYP09010
2001-242	SP018951	Peters River (near mouth)	CH 010725-15	NFM, MT	PDAPI0M020
Point 01-089	SP019139	Peters River (mouth)	CH 010727-9	NFM	PMJCG02020
2001-245	SP019144	Peterview	CH 010727-23	NFM, MT	PPEQU01060
2001-245	SP019163	Peterview			PPDRY0K011
Point 01-090	SP019174	Peterview	CH 010727-21	NFM, MT	PMCYP0Q0F0
Point 01-090	SP019175	Peterview	CH 010727-22	NFM, MT, SWGC	PMCYP03B50
Point 01-086	SP019131	Peters River (mouth)	CH 010727-2	NFM, MT	PMZAN03010

Appendix F

Analytical Certificates



**CLIENT NAME: DILLON CONSULTING LTD
45 HEBRON WAY, SUITE 202
ST. JOHN'S , NL A1A 0P9
(709) 769-0452**

**ATTENTION TO: Matt Gosse
PROJECT: 25-2329.2000**

AGAT WORK ORDER: 25K382469

**SOIL ANALYSIS REVIEWED BY: Kaliegh Cullen, Report Writer
TRACE ORGANICS REVIEWED BY: Ashleigh Dussault, Inorganics Laboratory Supervisor**

DATE REPORTED: Jan 16, 2026

PAGES (INCLUDING COVER): 16

VERSION*: 2

Should you require any information regarding this analysis please contact your client services representative at (902) 468-8718

***Notes**

VERSION 2:Version 2.0 supersedes Version 1.0. Workorder 25K382469, version 1, issued December 15, 2025. CCME F4 added to samples 7324135, 137 and 138. January 16, 2026. MG

Disclaimer:

- All work conducted herein has been done using accepted standard protocols, and generally accepted practices and methods. AGAT test methods may incorporate modifications from the specified reference methods to improve performance.
- All samples will be disposed of within 30 days after receipt unless a Long Term Storage Agreement is signed and returned. Some specialty analysis may be exempt, please contact your Client Project Manager for details.
- AGAT's liability in connection with any delay, performance or non-performance of these services is only to the Client and does not extend to any other third party. Unless expressly agreed otherwise in writing, AGAT's liability is limited to the actual cost of the specific analysis or analyses included in the services.
- This Certificate shall not be reproduced except in full, without the written approval of the laboratory.
- The test results reported herewith relate only to the samples as received by the laboratory.
- Application of guidelines is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. AGAT assumes no responsibility for any errors or omissions in the guidelines contained in this document.
- All reportable information is available on request from AGAT Laboratories, in accordance with ISO/IEC 17025:2017, ISO/IEC 17025:2005 (Quebec), DR-12-PALA and/or NELAP Standards.
- This document is signed by an authorized signatory who meets the requirements of the MELCCFP, CALA, CCN and NELAP.
- For environmental samples in the Province of Quebec: The analysis is performed on and results apply to samples as received. A temperature above 6°C upon receipt, as indicated in the Sample Reception Notification (SRN), could indicate the integrity of the samples has been compromised if the delay between sampling and submission to the laboratory could not be minimized.



Certificate of Analysis

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

11 Morris Drive, Unit 122
Dartmouth, Nova Scotia
CANADA B3B 1M2
TEL (902)468-8718
FAX (902)468-8924
<http://www.agatlabs.com>

CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

TOC in Soil

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Parameter	Unit	SAMPLE DESCRIPTION:		JT-01	JT-02	JT-03	AS-01
		G / S	RDL				
Total Organic Carbon(Walkley-Black Wet Oxidation)	%			7324135	7324136	7324137	7324138
				0.30	7.0	5.6	6.7

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

7324135-7324138 Analysis was performed without external heating and no conversion factor is used to equate the organic carbon value to the thermal oxidation.

Analysis performed at AGAT Toronto (unless marked by *)

<original signed by>

Certified By: _____

'' U



Certificate of Analysis

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

11 Morris Drive, Unit 122
 Dartmouth, Nova Scotia
 CANADA B3B 1M2
 TEL (902)468-8718
 FAX (902)468-8924
<http://www.agatlabs.com>

CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

AGAT Halifax - CCME - PHCs F4 (Soil)

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Parameter	Unit	SAMPLE DESCRIPTION:		JT-01	JT-03	AS-01
		G / S	RDL	7324135	7324137	7324138
F4 (C34 to C50)	µg/g		50	<50	<50	<50
Gravimetric Heavy Hydrocarbons	µg/g		50	NA	NA	NA
Moisture Content	%		0.1	83.0	55.8	43.2
Surrogate	Unit	Acceptable Limits				
Terphenyl	%	60-140		105	122	107

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

7324135-7324138 Results are based on sample dry weight.
 The C6-C10 fraction is calculated using Toluene response factor.
 Xylenes is a calculated parameter. The calculated value is the sum of m&p-Xylene and o-Xylene.
 C6-C10 (F1 minus BTEX) is a calculated parameter. The calculated value is F1 minus BTEX.
 The C10 - C16, C16 - C34, and C34 - C50 fractions are calculated using the average response factor for n-C10, n-C16, and n-C34.
 Gravimetric Heavy Hydrocarbons are not included in the Total C16-C50 and are only determined if the chromatogram of the C34 - C50 hydrocarbons indicates that hydrocarbons >C50 are present.
 The chromatogram has returned to baseline by the retention time of nC50.
 Total C6 - C50 results are corrected for BTEX contribution.
 This method complies with the Reference Method for the CWS PHC and is validated for use in the laboratory.
 nC6 and nC10 response factors are within 30% of Toluene response factor.
 nC10, nC16 and nC34 response factors are within 10% of their average.
 C50 response factor is within 70% of nC10 + nC16 + nC34 average.
 Linearity is within 15%.
 Extraction and holding times were not met for this sample.
 Fractions 1-4 are quantified with the contribution of PAHs.
 Quality Control Data is available upon request.

Analysis performed at AGAT Toronto (unless marked by *)

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Certificate of Analysis

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

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 Dartmouth, Nova Scotia
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<http://www.agatlabs.com>

CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Atlantic RBCA Tier 1 Hydrocarbons in Soil (Version 3.1) - Field Preserved + 1X Silica Gel

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Parameter	Unit	SAMPLE DESCRIPTION:		JT-01	JT-02	JT-03	AS-01
		G / S	RDL	7324135	7324136	7324137	7324138
Benzene	mg/kg	0.02	<0.02	<0.02	<0.02	<0.02	<0.02
Toluene	mg/kg	0.04	<0.04	<0.04	<0.04	<0.04	<0.04
Ethylbenzene	mg/kg	0.03	<0.03	<0.03	<0.03	<0.03	<0.03
Xylene (Total)	mg/kg	0.05	<0.05	<0.05	<0.05	<0.05	<0.05
C6-C10 (less BTEX)	mg/kg	3	<3	<3	<3	<3	<3
>C10-C16 Hydrocarbons - 1X silica gel	mg/kg	15	<15	<15	<15	<15	<15
>C16-C21 Hydrocarbons - 1X silica gel	mg/kg	15	<15	54	<15	21	
>C21-C32 Hydrocarbons - 1X silica gel	mg/kg	15	18	535	127	87	
Modified TPH (Tier 1) - 1X silica gel	mg/kg	15	18	589	127	108	
Resemblance Comment			UC	LR	LR	LR	
Return to Baseline at C32			Yes	No	No	No	
Silica Gel Cleanup			Y	Y	Y	Y	
Surrogate	Unit	Acceptable Limits					
Isobutylbenzene - EPH	%	60-140	93	94	98	92	
Isobutylbenzene - VPH	%	60-140	91	82	106	77	
n-Dotriacontane - EPH	%	60-140	88	168	118	96	

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AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

11 Morris Drive, Unit 122
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CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Atlantic RBCA Tier 1 Hydrocarbons in Soil (Version 3.1) - Field Preserved + 1X Silica Gel

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

7324135 Modified TPH, Xylene(Total)and C6-C10(less BTEX) are calculated parameters. The calculated parameter is non-accredited. The component parameters of the calculation are accredited.

Results are based on the dry weight of the soil.

Resemblance Comment Key:

- GF - Gasoline Fraction
- WGF - Weathered Gasoline Fraction
- GR - Product in Gasoline Range
- FOF - Fuel Oil Fraction
- WFOF - Weathered Fuel Oil Fraction
- FR - Product in Fuel Oil Range
- LOF - Lube Oil Fraction
- LR - Lube Range
- UC - Unidentified Compounds
- NR - No Resemblance
- NA - Not Applicable

7324136 Modified TPH, Xylene(Total)and C6-C10(less BTEX) are calculated parameters. The calculated parameter is non-accredited. The component parameters of the calculation are accredited.

Surrogate not within acceptance limits due to the nature of the sample.

Results are based on the dry weight of the soil.

Resemblance Comment Key:

- GF - Gasoline Fraction
- WGF - Weathered Gasoline Fraction
- GR - Product in Gasoline Range
- FOF - Fuel Oil Fraction
- WFOF - Weathered Fuel Oil Fraction
- FR - Product in Fuel Oil Range
- LOF - Lube Oil Fraction
- LR - Lube Range
- UC - Unidentified Compounds
- NR - No Resemblance
- NA - Not Applicable

7324137-7324138 Modified TPH, Xylene(Total)and C6-C10(less BTEX) are calculated parameters. The calculated parameter is non-accredited. The component parameters of the calculation are accredited.

Results are based on the dry weight of the soil.

Resemblance Comment Key:

- GF - Gasoline Fraction
- WGF - Weathered Gasoline Fraction
- GR - Product in Gasoline Range
- FOF - Fuel Oil Fraction
- WFOF - Weathered Fuel Oil Fraction

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AGAT Laboratories

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AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

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CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Atlantic RBCA Tier 1 Hydrocarbons in Soil (Version 3.1) - Field Preserved + 1X Silica Gel

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

- FR - Product in Fuel Oil Range
- LOF - Lube Oil Fraction
- LR - Lube Range
- UC - Unidentified Compounds
- NR - No Resemblance
- NA - Not Applicable

Analysis performed at AGAT Halifax (unless marked by *)

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CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Moisture

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

		SAMPLE DESCRIPTION:		JT-01	JT-02	JT-03	AS-01
		SAMPLE TYPE:		Soil	Soil	Soil	Soil
		DATE SAMPLED:		2025-12-02	2025-12-02	2025-12-02	2025-12-02
Parameter	Unit	G / S	RDL	7324135	7324136	7324137	7324138
% Moisture	%	1		79	65	69	63

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

Analysis performed at AGAT Halifax (unless marked by *)

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Certificate of Analysis

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

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CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Polycyclic Aromatic Hydrocarbons in Soil

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Parameter	Unit	SAMPLE DESCRIPTION:		JT-01	JT-02	JT-03	AS-01
		SAMPLE TYPE:		Soil	Soil	Soil	Soil
		DATE SAMPLED:		2025-12-02	2025-12-02	2025-12-02	2025-12-02
		G / S	RDL	7324135	7324136	7324137	7324138
1-Methylnaphthalene	mg/kg		0.05	<0.05	<0.05	<0.05	0.06
2-Methylnaphthalene	mg/kg		0.01	0.01	0.02	0.01	0.07
Acenaphthene	mg/kg		0.00671	0.0764	0.0238	0.0093	0.0973
Acenaphthylene	mg/kg		0.004	0.070	0.184	0.039	0.092
Acridine	mg/kg		0.05	<0.05	0.05	<0.05	0.09
Anthracene	mg/kg		0.03	0.37	0.77	0.14	0.42
Benzo(a)anthracene	mg/kg		0.01	1.50	6.40	0.66	0.88
Benzo(a)pyrene	mg/kg		0.01	0.83	2.01	0.35	0.71
Benzo(b)fluoranthene	mg/kg		0.05	1.34	4.15	0.84	1.18
Benzo(j+k)fluoranthene	mg/kg		0.05	1.90	5.06	0.78	1.23
Benzo(e)pyrene	mg/kg		0.05	0.71	2.11	0.29	0.50
Benzo(ghi)perylene	mg/kg		0.01	0.38	0.85	0.15	0.35
Chrysene	mg/kg		0.01	1.01	3.81	0.45	0.94
Dibenzo(a,h)anthracene	mg/kg		0.006	0.112	0.073	0.018	0.048
Fluoranthene	mg/kg		0.05	1.55	10.0	0.36	2.08
Fluorene	mg/kg		0.01	0.10	0.17	0.03	0.17
Indeno(1,2,3)pyrene	mg/kg		0.01	0.51	1.24	0.20	0.46
Naphthalene	mg/kg		0.01	<0.01	0.02	<0.01	0.10
Perylene	mg/kg		0.05	0.28	0.79	0.22	0.22
Phenanthrene	mg/kg		0.03	0.83	1.55	0.16	1.33
Pyrene	mg/kg		0.05	1.51	9.69	0.55	1.81
Quinoline	mg/kg		0.05	<0.05	<0.05	<0.05	<0.05
Surrogate	Unit	Acceptable Limits					
Naphthalene-d8	%		50-140	78	77	75	75
Terphenyl-d14	%		50-140	99	92	93	97
Pyrene-d10 (%)	%		50-140	97	92	94	95

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AGAT Laboratories

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PROJECT: 25-2329.2000

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CLIENT NAME: DILLON CONSULTING LTD

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

Polycyclic Aromatic Hydrocarbons in Soil

DATE RECEIVED: 2025-12-05

DATE REPORTED: 2026-01-16

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard
7324135-7324138 Results are based on the dry weight of the soil.

Benzo(b)fluoranthene may include contributions from benzo(j)fluoranthene, if also present in the sample. Benzo(j+k)fluoranthene is not an accredited parameter.

Analysis performed at AGAT Halifax (unless marked by *)

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Quality Assurance

 CLIENT NAME: DILLON CONSULTING LTD
 PROJECT: 25-2329.2000
 SAMPLING SITE:

 AGAT WORK ORDER: 25K382469
 ATTENTION TO: Matt Gosse
 SAMPLED BY:

Soil Analysis															
RPT Date: Jan 16, 2026			DUPLICATE				Method Blank	REFERENCE MATERIAL			METHOD BLANK SPIKE		MATRIX SPIKE		
PARAMETER	Batch	Sample Id	Dup #1	Dup #2	RPD	Measured Value		Acceptable Limits		Recovery	Acceptable Limits		Recovery	Acceptable Limits	
								Lower	Upper		Lower	Upper		Lower	Upper

TOC in Soil														
Total Organic Carbon(Walkley-Black Wet Oxidation)	7320697		26	25	3.9%	< 0.30	83%	70%	130%	NA			NA	70% 130%

Comments: NA signifies Not Applicable.

Matrix spike NA: Spike level < native concentration. Matrix spike acceptance limits do not apply and are not calculated.

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Quality Assurance

CLIENT NAME: DILLON CONSULTING LTD

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

ATTENTION TO: Matt Gosse

SAMPLING SITE:

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Trace Organics Analysis																
RPT Date: Jan 16, 2026			DUPLICATE				Method Blank	REFERENCE MATERIAL			METHOD BLANK SPIKE			MATRIX SPIKE		
PARAMETER	Batch	Sample Id	Dup #1	Dup #2	RPD	Measured Value		Acceptable Limits		Recovery	Acceptable Limits		Recovery	Acceptable Limits		
								Lower	Upper		Lower	Upper		Lower	Upper	

Atlantic RBCA Tier 1 Hydrocarbons in Soil (Version 3.1) - Field Preserved + 1X Silica Gel

Benzene	1	7334956	< 0.02	< 0.02	NA	< 0.02	91%	60%	140%	88%	60%	140%			
Toluene	1	7334956	< 0.04	< 0.04	NA	< 0.04	91%	60%	140%	89%	60%	140%			
Ethylbenzene	1	7334956	< 0.03	< 0.03	NA	< 0.03	122%	60%	140%	90%	60%	140%			
Xylene (Total)	1	7334956	< 0.05	< 0.05	NA	< 0.05	114%	60%	140%	91%	60%	140%			
C6-C10 (less BTEX)	1	7334956	20	21	4.9%	< 3	107%	60%	140%	88%	60%	140%	98%	30%	130%
>C10-C16 Hydrocarbons - 1X silica gel	1	7324135	< 15	< 15	NA	< 15	78%	60%	140%	99%	60%	140%	92%	30%	130%
>C16-C21 Hydrocarbons - 1X silica gel	1	7324135	< 15	< 15	NA	< 15	80%	60%	140%	99%	60%	140%	92%	30%	130%
>C21-C32 Hydrocarbons - 1X silica gel	1	7324135	18	21	NA	< 15	104%	60%	140%	99%	60%	140%	92%	30%	130%

Comments: If Matrix spike value is NA, the spiked analyte concentration was lower than that of the matrix contribution.
 If RPD value is NA, the results of the duplicates are less than 5x the RDL and the RPD will not be calculated.

Polycyclic Aromatic Hydrocarbons in Soil

1-Methylnaphthalene	1	7324135	< 0.05	< 0.05	NA	< 0.05	101%	50%	140%	86%	50%	140%	92%	50%	140%
2-Methylnaphthalene	1	7324135	0.01	< 0.01	NA	< 0.01	94%	50%	140%	83%	50%	140%	88%	50%	140%
Acenaphthene	1	7324135	0.0764	0.0183	NA	< 0.00671	96%	50%	140%	82%	50%	140%	89%	50%	140%
Acenaphthylene	1	7324135	0.070	0.162	79.3%	< 0.004	87%	50%	140%	71%	50%	140%	90%	50%	140%
Acridine	1	7324135	< 0.05	< 0.05	NA	< 0.05	84%	50%	140%	90%	50%	140%	85%	50%	140%
Anthracene	1	7324135	0.37	0.70	61.7%	< 0.03	83%	50%	140%	69%	50%	140%	99%	50%	140%
Benzo(a)anthracene	1	7324135	1.50	6.08	120.8%	< 0.01	95%	50%	140%	83%	50%	140%	139%	50%	140%
Benzo(a)pyrene	1	7324135	0.83	2.64	104.3%	< 0.01	72%	50%	140%	74%	50%	140%	125%	50%	140%
Benzo(b)fluoranthene	1	7324135	1.34	4.38	106.3%	< 0.05	127%	50%	140%	119%	50%	140%	NA	50%	140%
Benzo(j+k)fluoranthene	1	7324135	1.90	4.18	75.0%	< 0.05	63%	50%	140%	86%	50%	140%	94%	50%	140%
Benzo(e)pyrene	1	7324135	0.71	1.75	84.6%	< 0.05	88%	50%	140%	95%	50%	140%	121%	50%	140%
Benzo(ghi)perylene	1	7324135	0.38	0.82	73.3%	< 0.01	92%	50%	140%	93%	50%	140%	101%	50%	140%
Chrysene	1	7324135	1.01	2.95	98.0%	< 0.01	95%	50%	140%	89%	50%	140%	122%	50%	140%
Dibenzo(a,h)anthracene	1	7324135	0.112	0.251	76.6%	< 0.006	92%	50%	140%	89%	50%	140%	83%	50%	140%
Fluoranthene	1	7324135	1.55	1.69	8.6%	< 0.05	93%	50%	140%	88%	50%	140%	129%	50%	140%
Fluorene	1	7324135	0.10	0.07	35.3%	< 0.01	103%	50%	140%	88%	50%	140%	99%	50%	140%
Indeno(1,2,3)pyrene	1	7324135	0.51	1.20	80.7%	< 0.01	82%	50%	140%	99%	50%	140%	131%	50%	140%
Naphthalene	1	7324135	< 0.01	< 0.01	NA	< 0.01	97%	50%	140%	83%	50%	140%	88%	50%	140%
Perylene	1	7324135	0.28	0.99	111.8%	< 0.05	92%	50%	140%	94%	50%	140%	107%	50%	140%
Phenanthrene	1	7324135	0.83	0.51	47.8%	< 0.03	102%	50%	140%	87%	50%	140%	105%	50%	140%
Pyrene	1	7324135	1.51	0.88	52.7%	< 0.05	101%	50%	140%	92%	50%	140%	139%	50%	140%
Quinoline	1	7324135	< 0.05	< 0.05	NA	< 0.05	94%	50%	140%	95%	50%	140%	94%	50%	140%

Comments: If Matrix spike value is NA, the spiked analyte concentration was lower than that of the matrix contribution.
 If RPD value is NA, the results of the duplicates are less than 5x the RDL and the RPD will not be calculated.
 Duplicate not within acceptance limits. Sample visibly non-homogeneous.

Quality Assurance

 CLIENT NAME: DILLON CONSULTING LTD
 PROJECT: 25-2329.2000
 SAMPLING SITE:

 AGAT WORK ORDER: 25K382469
 ATTENTION TO: Matt Gosse
 SAMPLED BY:

Trace Organics Analysis (Continued)

RPT Date: Jan 16, 2026			DUPLICATE				Method Blank	REFERENCE MATERIAL			METHOD BLANK SPIKE			MATRIX SPIKE		
PARAMETER	Batch	Sample Id	Dup #1	Dup #2	RPD	Measured Value		Acceptable Limits		Recovery	Acceptable Limits		Recovery	Acceptable Limits		
								Lower	Upper		Lower	Upper		Lower	Upper	
AGAT Halifax - CCME - PHCs F4 (Soil)																
F4 (C34 to C50)	7394878		< 50	< 50	NA	< 50	93%	60%	140%	88%	60%	140%	74%	60%	140%	
AGAT Halifax - CCME - PHCs F4 (Soil)																
F4 (C34 to C50)	7399310		< 50	< 50	NA	< 50	108%	60%	140%	88%	60%	140%	82%	60%	140%	

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Method Summary

CLIENT NAME: DILLON CONSULTING LTD

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

ATTENTION TO: Matt Gosse

SAMPLING SITE:

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PARAMETER	AGAT S.O.P	LITERATURE REFERENCE	ANALYTICAL TECHNIQUE
Soil Analysis Total Organic Carbon(Walkley-Black Wet Oxidation)	INOR-93-6062	Skjemstad & Baldock, 2008 & Walkley & Black 1934	SPECTROPHOTOMETER

Method Summary

CLIENT NAME: DILLON CONSULTING LTD
AGAT WORK ORDER: 25K382469
PROJECT: 25-2329.2000
ATTENTION TO: Matt Gosse
SAMPLING SITE:
SAMPLED BY:

PARAMETER	AGAT S.O.P	LITERATURE REFERENCE	ANALYTICAL TECHNIQUE
Trace Organics Analysis			
F4 (C34 to C50)	VOL-91-5009	modified from CCME Tier 1 Method	GC/FID
Gravimetric Heavy Hydrocarbons	VOL-91-5009	modified from CCME Tier 1 Method	BALANCE
Moisture Content	VOL-91-5009	modified from CCME Tier 1 Method	BALANCE
Terphenyl	VOL-91-5009	modified from CCME Tier 1 Method	GC/FID
Benzene	VOL-120-5013/5031	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS
Toluene	VOL-120-5013/5031	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS
Ethylbenzene	VOL-120-5013/5031	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS
Xylene (Total)	VOL-120-5013/5031	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS
C6-C10 (less BTEX)	VOL-120-5013/5031	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS/FID
>C10-C16 Hydrocarbons - 1X silica gel	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/FID
>C16-C21 Hydrocarbons - 1X silica gel	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS/FID
>C21-C32 Hydrocarbons - 1X silica gel	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS/FID
Modified TPH (Tier 1) - 1X silica gel	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	CALCULATION
Resemblance Comment	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS/FID
Return to Baseline at C32	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/FID
Silica Gel Cleanup			GC/FID
Isobutylbenzene - EPH	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/FID
Isobutylbenzene - VPH	VOL-120-5013	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/MS
n-Dotriacontane - EPH	ORG-120-5101	Atlantic RBCA Guidelines for Laboratories Tier 1	GC/FID
% Moisture	LAB-131-4024	CSSS 70.2	GRAVIMETRIC
1-Methylnaphthalene	ORG-120-5119	EPA 3570/8270E	GC/MS
2-Methylnaphthalene	ORG-120-5119	EPA 3570/8270E	GC/MS
Acenaphthene	ORG-120-5119	EPA 3570/8270E	GC/MS
Acenaphthylene	ORG-120-5119	EPA 3570/8270E	GC/MS
Acridine	ORG-120-5119	EPA 3570/8270E	GC/MS
Anthracene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(a)anthracene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(a)pyrene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(b)fluoranthene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(j+k)fluoranthene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(e)pyrene	ORG-120-5119	EPA 3570/8270E	GC/MS
Benzo(ghi)perylene	ORG-120-5119	EPA 3570/8270E	GC/MS
Chrysene	ORG-120-5119	EPA 3570/8270E	GC/MS
Dibenzo(a,h)anthracene	ORG-120-5119	EPA 3570/8270E	GC/MS
Fluoranthene	ORG-120-5119	EPA 3570/8270E	GC/MS
Fluorene	ORG-120-5119	EPA 3570/8270E	GC/MS
Indeno(1,2,3)pyrene	ORG-120-5119	EPA 3570/8270E	GC/MS
Naphthalene	ORG-120-5119	EPA 3570/8270E	GC/MS

Method Summary

CLIENT NAME: DILLON CONSULTING LTD

AGAT WORK ORDER: 25K382469

PROJECT: 25-2329.2000

ATTENTION TO: Matt Gosse

SAMPLING SITE:

SAMPLED BY:

PARAMETER	AGAT S.O.P	LITERATURE REFERENCE	ANALYTICAL TECHNIQUE
Perylene	ORG-120-5119	EPA 3570/8270E	GC/MS
Phenanthrene	ORG-120-5119	EPA 3570/8270E	GC/MS
Pyrene	ORG-120-5119	EPA 3570/8270E	GC/MS
Quinoline	ORG-120-5119	EPA 3570/8270E	GC/MS
Naphthalene-d8	ORG-120-5119	EPA 3570/8270E	GC/MS
Terphenyl-d14	ORG-120-5119	EPA 3570/8270E	GC/MS
Pyrene-d10 (%)	ORG-120-5119	EPA 3570/8270E	GC/MS

