

## **PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO) TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the “Agreement”), made in quadruplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date” as defined in section A.1.2 (Definitions)).

### **B E T W E E N:**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of  
Ontario

(the “Province”)

- and -

**The Corporation of the Town of Fort Frances**

(the “Recipient”)

### **BACKGROUND**

The Government of Canada announced in its Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada’s economy for the future.

The 2016 Federal Budget proposes to provide \$11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund (“PTIF”, as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately \$3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to \$1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

### **1.0 ENTIRE AGREEMENT**

- 1.1 The Agreement, comprising of:
- Schedule “A” - General Terms and Conditions
  - Schedule “B” - Project Specific Information
  - Schedule “C” - Project Description, Budget and Timelines
    - Sub-schedule “C.1” - Program Funding Request
  - Schedule “D” - Reporting
  - Schedule “E” - Eligible Expenditures and Ineligible Expenditures
  - Schedule “F” - Evaluation
  - Schedule “G” - Communications Protocol
  - Schedule “H” - Disposal of and Revenues from Assets
  - Schedule “I” - Aboriginal Consultation Protocol
  - Schedule “J” - Requests for Payment and Payment Procedures
    - Sub-schedule “J.1” - Form of Request for Payment Form
    - Sub-schedule “J.2” - Form of Certificate from Recipient
    - Sub-schedule “J.3” - Form of Declaration of Sub-project Completion
    - Sub-schedule “J.4” - Form of Certificate from Professional Engineer
  - Schedule “K” - Committee
  - Schedule “L” - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending the Agreement),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 COUNTERPARTS**

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **3.0 AMENDING THE AGREEMENT**

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

## **4.0 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario) and the *Auditor General Act* (Ontario);
- (b) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Transportation for the  
Province of Ontario

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Date

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Name: Steven Del Duca  
Title: Minister

**The Corporation of the Town of Fort Frances**

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Date

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Name: [insert the name]  
Title: [insert the title, e.g., Mayor or Regional Chair]

I have authority to bind the Recipient.

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Date

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Name: [insert the name]  
Title: [insert the title, e.g., Clerk]

I have authority to bind the Recipient.

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
  - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Agreement”** means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

**“Asset”** means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Bilateral Agreement “Public Transit Infrastructure Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

**“Budget”** means the budget described in Sub-schedule “C.1” (Program Funding Request).

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Committee”** has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

**“Declaration of Sub-project Completion”** means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

*Canadian Environmental Assessment Act, 2012 (Canada), Fisheries Act (Canada) and Navigation Protection Act (Canada).*

**“Event of Default”** has the meaning ascribed to it in section A.14.1 (Event of Default).

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

**“Final Progress Report”** means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, agents, appointees and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

**“Outcomes Progress Reports”** means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

**“Progress Reports”** means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

**“Project”** means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

**“Project Evaluation”** means the project evaluation described in Article F.1.0 (Project Evaluation).

**“Project Incrementality”** means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

**“PTIF”** means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

**“Reports”** means the reports described in Schedule “D” (Reporting).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Sub-project”** means a project described in Sub-schedule “C.1” (Program Funding Request).

**“Sub-project Completion”** means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

**“Sub-project Completion Date”** means the Sub-project completion date indicated on the Declaration of Sub-project Completion.



**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule described in Sub-schedule “C.1” (Program Funding Request).

**“Total Financial Assistance”** means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;

- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
  - (i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and
  - (ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
  - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada.

- A.4.4 **Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.
- A.4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A.4.7 **Maximum Funds.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
  - (b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
  - (c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.
- A.4.8 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.
- A.4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

**A.4.11 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.12 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.13 Project Incrementality.** The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule “L” (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project (“Holdback”). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

## **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
  - (i) its policies and procedures; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);
- (b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

**A.5.3 Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A.6.2 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

**A.6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

**A.7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized representative of the Recipient.

**A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:

- (i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;
- (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
- (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

**A.7.3 Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A.7.4 Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

**A.7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

**A.7.6 Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).



- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

#### **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule “G” (Communications Protocol).

#### **A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA**

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 **Information Sharing with Province and Canada.** The Recipient acknowledges that:

- (a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

#### **A.10.0 INDEMNITY**

A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 **Province's Election.** The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

## **A.11.0 INSURANCE**

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or
    - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A.12.0 TERMINATION ON NOTICE**

**A.12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
  - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

#### **A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA**

**A.13.1 Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

**A.13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.14.1 Event of Default.** If, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

**A.14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A.14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

## **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),

if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A.16.0 FUNDS UPON EXPIRY**

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A.17.0 REPAYMENT**

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided for in Schedule “B” (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.18.0 NOTICE**

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 **Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

## **A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A.19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A.20.0 SEVERABILITY OF PROVISIONS**

A.20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any



other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A.21.0 WAIVER**

A.21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.22.0 INDEPENDENT PARTIES**

A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

#### **A.24.0 GOVERNING LAW**

A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.25.0 FURTHER ASSURANCES**

A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things

necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.26.0 JOINT AND SEVERAL LIABILITY**

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.28.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A.29.0 SURVIVAL**

A.29.1 **Survival.** The Parties’ rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement),

3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

## **A.30.0 ENVIRONMENTAL ASSESSMENT**

A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

## **A.31.0 ABORIGINAL CONSULTATION**

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

## **A.32.0 COMMITTEE**

- A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.32.2 **Notice of Establishment of Committee.** Upon Notice from the Province, at the Province’s sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.32.1 (Establishment of Committee).

## **A.33.0 DISPUTE RESOLUTION**

- A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.
- A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.
- A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

## **A.34.0 SPECIAL CONDITIONS**

- A.34.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient providing the Province with:

Town of Fort Frances and Ontario PTIF TPA

- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;
  - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and
  - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
  - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
  - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	\$ 46,259.00
<b>Expiry Date</b>	March 31, 2020
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Public Transit Infrastructure Fund Phase One Municipal Transit Policy Office Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 416-585-6312 <b>Fax:</b> 416-585-7343 <b>Email:</b> PTIF@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> [insert missing information] <b>Address:</b> [insert missing information] <b>Phone:</b> [insert missing information] <b>Fax:</b> [insert missing information] <b>Email:</b> [insert missing information]</p>
<b>Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<p><b>Position:</b> Manager, Municipal Transit Policy Office</p>

<p><b>Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</b></p>	<p><b>Position:</b> [insert missing information]</p>
<p><b>Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement</b></p>	<p><b>Position:</b> [insert missing information]  <b>Address:</b> [insert missing information]  <b>Phone:</b> [insert missing information]  <b>Fax:</b> [insert missing information]  <b>Email:</b> [insert missing information]</p>

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, BUDGET AND TIMELINES**

**C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES**

C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Program Funding Request).

C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Program Funding Request).

**C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES**

C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).



SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

Project Information										Federal Land	Financial Information							Project Objectives			Incrementally	Risk Assessment
Unique Project ID	Ultimate Recipient	Project Location	Actual Project Site (Civic Address or Geo Coordinates)	Project Title	Project Description	Eligible Investments Category	Project Nature	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Project Located on Federal Land (Y/N)	Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)	Increased Capacity or Lifespan of the Asset (Y/N)	Enhanced Service (Y/N)	Improved Environmental Outcomes (Y/N)	Evidence of Incrementality (Y/N)	Risk Factors
FTF-001	Fort Frances, Town of	Fort Frances, Town of	550 Osborne St, Fort Frances	Replacement of one Handivan Bus	Replacement of one Handivan bus, as the 2 buses in the community are both high mileage and the ridership & municipality would benefit greatly from bus replacement with greater seating capacity and reliability.	I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations);	New	2017/03/01	2017/09/01	N	\$ 92,518	\$ 92,518	\$ 46,259	\$ -	\$ -	\$ 46,259	\$ -	Y	Y	N	Y	Funding approval in the 2017 municipal capital budget process for municipal portion.
											\$ 92,518.00	\$ 92,518.00	\$ 46,259.00	\$ -	\$ -	\$ 46,259.00	\$ -					

## **SCHEDULE “D” REPORTING**

### **D.1.0 DEFINITION**

D.1.1 **Definition.** For the purposes of this Schedule “D” (Reporting):

**“Reporting Guidelines”** means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

### **D.2.0 REPORTING**

D.2.1 **Types of and Timelines for Reports.** The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule “J” (Requests for Payment and Payment Procedures).

D.2.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

### **D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT**

D.3.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project” in the template refer to “Sub-project” as defined in the Agreement. The use of the term “Project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information			
Unique Project ID	Ultimate Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Claim Information		
Total Incurred Eligible Cost	Total Claimed To Date (including This claim)	Amount Claimed

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (YYYY/MM/DD)	Forecasted End Date (Updated from Project List) (YYYY/MM/DD)	Actual Start Date (YYYY/MM/DD)	Actual End Date (YYYY/MM/DD)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

## D.4.0 OUTCOMES PROGRESS REPORTS

**D.4.1 Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

### (a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- “Project/project” in the table below refer to “Sub-project” as defined in the Agreement;
- “funded investments”, “funded” and “funding” in the table below refer to “Funds” as defined in the Agreement; and
- “PTIF recipient” in the table below refer to “Recipient” as defined in the Agreement.

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of Program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		

3	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
4		Percentage of assets that have improved their physical condition rating as a result of funding			
5		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
6	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
7		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
8	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
9	Improved efficiency	Average life cycle cost of applicable transit system assets after completion of funded investments			
10		Average litres of fuel per passenger-kilometre after completion of funded investments			

11		Total estimated cubic-meters of natural gas saved as a result of funded investments			
12		Total estimated kilowatt-hours saved as a result of funded investments			
13	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
14		Number of early works projects that lay the foundation for future transit system expansion (additional indicator)	Not applicable, baseline is zero		
15		Number of funded projects that support active transportation (additional indicator)	Not applicable, baseline is zero		
16	Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient			

#### **D.5.0 ABORIGINAL CONSULTATION RECORD**

**D.5.1 Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

#### **D.6.0 RISK ASSESSMENT**

**D.6.1 Further Details on Risk Assessment.** Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

## **D.7.0 CHANGES TO SCHEDULE “D” (REPORTING)**

**D.7.1 Minor changes to the Reporting.** Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

**D.7.2 Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

## **SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

### **E.1.0 DEFINITIONS**

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

### **E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS**

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- (a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
- (b) expenditures to support the asset management capacity of a public transit system;
- (c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- (d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:



- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

### **E.3.0 INELIGIBLE EXPENDITURES**

**E.3.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
- (b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
- (c) land acquisition;
- (d) leasing land, buildings and other facilities;
- (e) leasing equipment other than equipment directly related to the construction of the Project;
- (f) real estate fees and related costs;
- (g) financing charges;
- (h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
- (i) any goods and services costs which are received through donations or in kind;
- (j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- (k) costs associated with operating expenses and regularly scheduled maintenance work;
- (l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
- (m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

**E.3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel and any Third Party;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient; and
- (k) Recipient's upgrades not expressly approved by the Province;

**E.3.3 Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project.

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT EVALUATION**

- F.1.1 Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

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

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

## **G.8.0 SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

- G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.



## **SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

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

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Gas Tax Funds Implications.** Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the “Dedicated Gas Tax Program”) will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 **Repayment.** Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.3 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

### H.3.0 REVENUES FROM ASSETS

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

### H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

**“Aboriginal Community”** includes First Nation, Métis and Inuit communities or peoples of Canada.

**“Aboriginal Consultation Plan”** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

**“Aboriginal Consultation Record”** means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (**“Aboriginal Consultation Plan”**).

**I.2.2 Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province’s or Canada’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”**  
**REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;
- (b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized representative of the Recipient;

- (d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;
- (e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;
- (f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and
- (h) such other information as the Province may request.

#### **J.4.0 PAYMENTS**

**J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment prior to September 1, 2019.

**J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

#### **J.8.0 FINAL PAYMENT**

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

**SUB-SCHEDULE “J.1”  
FORM OF REQUEST FOR PAYMENT FORM  
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**REQUEST FOR PAYMENT FORM**

**PART 1: RECIPIENT INFORMATION**

**Recipient Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Recipient Contact and Phone Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Unique Project ID:** \_\_\_\_\_

**Total Project Cost:** \_\_\_\_\_

**Total Eligible Cost:** \_\_\_\_\_

**Period Covered by Claim:** \_\_\_\_\_

**Project Claim #:** \_\_\_\_\_



PART 2: NEW INVOICE								
Date of Invoice	Period of Work Performed		Vendor Name	Date Paid	Description of Cost	Eligibility Category per Schedule "E" (Eligible Expenditures and Ineligible Expenditures)		
	From	To						
PART 2: NEW INVOICE (CONTINUED)								
Amount Claimed (\$)	Other Federal Contribution (\$) – Eligible Expenditures	Provincial Contribution (\$) - Eligible Expenditures	Municipal Contribution (\$) – Eligible Expenditures	Other Contribution (\$) - Eligible Expenditures	Ineligible Amount (\$)	Provincial Holdback (10%)	Total Funds Requested (\$)	Notes
								Total

PART 3: SUMMARY OF COSTS INCURRED	
Amount Claimed (\$)	
Total Incurred Eligible Cost	
Total Claimed To Date	

Recommended for payment request:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[insert/print the name of the Director]  
Director, Transit Policy Branch

**SUB-SCHEDULE “J.2”  
FORM OF CERTIFICATE FROM RECIPIENT**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM RECIPIENT**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert address of the Recipient’s authorized representative ]

Attention: [insert the name and title of the Recipient’s  
authorized representative]  
Email: [insert email address of the Recipient’s  
authorized representative]  
Telephone No.: [insert telephone number of the Recipient’s  
authorized representative]  
Facsimile No.: [insert facsimile number of the Recipient’s  
authorized representative]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-  
project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:  
Title:  
**[insert name and title of the Recipient’s authorized representative]**

\_\_\_\_\_  
Witness Name:  
Title:

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”  
FORM OF DECLARATION OF SUB-PROJECT COMPLETION**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**DECLARATION OF SUB-PROJECT COMPLETION**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert address of the Recipient’s authorized representative]

Attention: [insert the name and title of the Recipient’s  
authorized representative]  
Email: [insert email address of the Recipient’s  
authorized representative]  
Telephone No.: [insert telephone number of the Recipient’s  
authorized representative]  
Facsimile No.: [insert facsimile number of the Recipient’s  
authorized representative]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-  
project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
  - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
    - i. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Sub-project Completion Date**");
    - ii. was carried out by \_\_\_\_\_ **[insert the name of the prime contractor]**, between \_\_\_\_\_ **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
    - iii. was supervised and inspected by qualified staff;
    - iv. conforms with the plans, specifications and other documentation for the work;
    - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

- vi. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and
  - vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
4. The value of completed work on the Sub-project is \$ \_\_\_\_\_ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

Title:

**[insert name and title of the Recipient’s authorized representative]**

I have authority to bind the Recipient.

\_\_\_\_\_  
Witness Name:

Title:



**SUB-SCHEDULE “J.4”  
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]  
Email: [insert the email address of the professional engineer]  
Telephone No.: [insert the telephone number of the professional engineer]  
Facsimile: [insert the facsimile number of professional engineer]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:
  - a. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “**Sub-project Completion Date**”);
  - b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
  - c. was supervised and inspected by qualified staff;
  - d. conforms with the plans, specifications and other documentation for the work;
  - e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
  - f. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;
  - g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and

- h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

Title:

**[insert name and title of  
the professional engineer]**

\_\_\_\_\_  
Witness Name:

Title:

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

K.1.1 **Establishment and Term of Committee.** If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province’s sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the “Committee”). The Committee’s mandate will expire on the Expiry Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS**

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as member of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

K.3.1 **Rules of Committee.** The Committee will:

- (a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule “K” (Committee);

- (b) meet at least two times a year, and at other times at the request of a co-chair; and
- (c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### **K.4.0 COMMITTEE MANDATE**

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues/disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, review requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes to the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information and outcomes data related to Schedule “D” (Reporting).

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**SCHEDULE "L"**  
**Public Transit Infrastructure Fund (PTIF) Attestation Form**

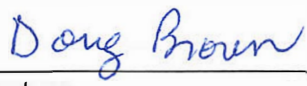
Doug Brown, CAO  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

I Doug Brown attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
  - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
  - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Dated, this 17<sup>th</sup> Day of October, 2016.

  
\_\_\_\_\_  
Signature

Doug Brown, CAO