



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 386-2007

To authorize the execution of a letter of agreement related to  
Canada-Brampton Canada Strategic Infrastructure Fund  
Agreement for Brampton AcceleRide Capital Project 2007/2008

WHEREAS the Brampton AcceleRide bus-rapid-transit project is a full program over 15 years with each of the three levels of government funding one-third of the capital projects costs;

WHEREAS the federal contribution is to be provided over the project timeline, under the terms of a Brampton-Canada Contribution Agreement;

NOW THEREFORE The Council of The Corporation of The City of Brampton ENACTS AS FOLLOWS:


1. The Mayor and Clerk are hereby authorized to execute the Canada-Brampton Canada Strategic Infrastructure Fund Agreement between The Corporation of the City of Brampton and Her Majesty the Queen in Right of Canada, represented by the Minister of Transport, Infrastructure and Communications, for Brampton AcceleRide Capital Project 2007/2008 – 2012/2013, in a form approved by the City Solicitor.

Read a FIRST, SECOND and THIRD time and PASSED in Open Council this 28<sup>th</sup> day of November, 2007.

  
 Approved as to content  
 S. Bass, Director of Transit  
 Works and Transportation

Approved as to  
 form.  
07/11/28  
WCC

  
 S. Fennell, Mayor

  
 K. Zammit, City Clerk

157811

**AGREEMENT**

**between**

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

**-and-**

**THE CORPORATION OF THE CITY OF BRAMPTON**

**Represented by the Mayor and the City Clerk**

**Authority :**

**Date of Agreement :**

**- January 23, 2008**

**Description :**

**Brampton AcceleRide Capital  
Project**

**Term :**

**- 2007-2008 / 2012-2013**

157811

**CANADA - BRAMPTON**  
**CANADA STRATEGIC INFRASTRUCTURE FUND**  
**AGREEMENT FOR**  
**BRAMPTON ACCELERIDE CAPITAL PROJECT**  
**2007/2008 – 2012/2013**

This Agreement made this 23 day of January, 2008

**BETWEEN:** HER MAJESTY IN RIGHT OF CANADA ("Canada"), represented by the  
Minister of Transport, Infrastructure and Communities

**AND** THE CORPORATION OF THE CITY OF BRAMPTON ("Brampton")  
represented by the Mayor and the City Clerk.

**SUMMARY INFORMATION ON THE AGREEMENT AND PROJECT**

This is an agreement between Canada and Brampton concerning Canada's contribution toward the Brampton AcceleRide Bus Rapid Transit Project (hereinafter referred to as the "Project"), as set out in the City of Brampton's Transportation and Transit Master Plan ("TTMP").

The total costs of the Project are estimated to be \$173 million, as further defined in Schedule B of this Agreement. Canada is contributing up to \$53 million to this project. Brampton will contribute any additional amounts necessary to complete the Project. This Agreement specifies the obligations, requirements and expectations of all Parties and sets out the terms and conditions of Canada and Brampton's contribution to this Project.

This Project is expected to take six (6) years to complete, starting in 2007/2008 and ending in 2012/2013.

## **BACKGROUND TO THE AGREEMENT**

**WHEREAS** the Parties recognize that investments in public infrastructure are fundamental to the quality of life of Canadians and necessary to ensure continued economic growth;

**AND WHEREAS** the Government of Canada allocated \$3 billion for infrastructure investments in its 2003 Budget, of which \$2 billion was allocated to the Canada Strategic Infrastructure Fund (CSIF) for large-scale strategic infrastructure projects that emphasize collaboration with municipal, provincial, and territorial governments, as well as the private sector;

**AND WHEREAS the Government of Canada** allocated an additional \$300 million to the Canadian Strategic Infrastructure Fund (CSIF) in Budget 2006 for infrastructure investments in Ontario;

**AND WHEREAS the Government of Canada**, as part of its *FLOW* "Strong Communities" initiatives announced on March 6, 2007, wishes to promote the increase of transit ridership in urban areas, to reduce gridlock, and improve air quality, and therefore announced \$962.5 million in funding for projects in the Greater Toronto Area (GTA);

**AND WHEREAS the Province of Ontario "Ontario"** provided \$95 million to the City of Brampton, of which Brampton intends to use \$95 million solely for the purposes of completing this Project;

**AND WHEREAS** Brampton will be responsible for carrying out the Project and the Government of Canada wishes to financially support the Project and its objectives;

**NOW THEREFORE**, in accordance with the principles set out above, Canada and Brampton hereby agree as follows:

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## 1. INTERPRETATION

### 1.1 DEFINITIONS

A capitalized term has the meaning given to it in this section.

**"Abandoned Asset"** means a Fixed Asset or Non-Fixed Asset, whose use has been abandoned or substantially abandoned by Brampton, notwithstanding that the ownership of said asset could remain with Brampton.

**"Agreement"** means this agreement.

**"Business Case"** means the financial proposal and implementation plan for the Project as presented to Canada on November 29, 2007, in the Brampton Rapid Transit Initiative Business Plan.

**"Canada's Contribution"** means Canada's contribution to eligible costs as described in subsection 3.1 a) of this Agreement.

**"Canada's Original Contribution"** means Canada's Contribution to Eligible Costs for a Project Component or Sub-Component as described in Schedule B of this Agreement as of the date of signature of this Agreement.

**"Committee"** means the Committee established in section 5.1.

**"Contract"** means an agreement, including preferred service agreements, with a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

**"Disposed Asset"** means a Fixed Asset or Non-Fixed Asset, which has been sold, leased, encumbered, or otherwise disposed of, either directly or indirectly.

**"Eligible Costs"** means costs of the Project eligible for funding by Canada under the terms of Schedule A to this Agreement as of March 6, 2007.

**"Electronic Instruction for Payment"** means an instruction for payment, issued electronically on media or by online transfer, to a financial institution to credit the account of a particular payee with a specific payment.

**"Executive Management"** means the Deputy Minister of Transport, Infrastructure and Communities for Canada and the Commissioner – Works and Transportation, City of Brampton.

**"Fiscal Year"** means the period beginning April 1<sup>st</sup> of a year and ending March 31<sup>st</sup> of the following year.

**"Fixed Asset"** means any infrastructure constructed, rehabilitated, or improved, in whole or in part, with funds contributed by Canada under the terms of this Agreement.

**"Huronario/Main St. Corridor"**, means, for the purposes of section 13.1, the Fixed Assets on the Huronario/Main St. corridor from the intersection of Queen St. and Huronario/Main St. to the Brampton/Mississauga border.

**“Non-Fixed Asset”** means any movable asset, including but not limited to vehicles, constructed, rehabilitated, or improved, in whole or in part, with funds contributed by Canada under the terms of this Agreement.

**“Other Agreements”** means the *Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities*, the *Public Transit Capital Trust*, and the *Agreement on the Transfer of Public Transit Funds under the New Deal for Cities and Communities*.

**“Parties”** means Canada and Brampton.

**“Party”** means any one of Canada or Brampton.

**“Project”** means the infrastructure project described in the overview in section 2.2 and further described in Schedule B, which is the subject of this Agreement.

**“Project Completion Date”** means March 31, 2013

**“Project Component”** means any one of the components of the Project outlined in Schedule B to this Agreement.

**“Project Sub-Component”** means a part of a Project Component as described in Schedule B to this Agreement, as may be amended from time to time in accordance with this Agreement.

**“Third Party”** means any person, other than a Party to this Agreement, who participates in the implementation of the Project in whole or in part.

## **1.2 ENTIRE AGREEMENT**

This Agreement is made under the *Canada Strategic Infrastructure Fund Act* and comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect or precedence over this Agreement, nor does the summary information box on the front of this Agreement.

## **1.3 SCHEDULES**

The following schedules are attached to, and form part of, this Agreement:

- a) Schedule A – Eligible and Ineligible Costs;
- b) Schedule B – Detailed description of the Project;
- c) Schedule C – Communications Protocol
- d) Schedule D – Information
- e) Schedule E - Audit Framework; and
- f) Schedule F – Solemn Declaration

## **1.4 ACCOUNTING PRINCIPLES**

Unless otherwise set out in this Agreement, either expressly or by necessary implication, all



accounting and financial terms used in this Agreement will be interpreted and applied in accordance with public sector accounting principles and auditing standards generally accepted in Canada, in particular those of the Canadian Institute of Chartered Accountants.

## **1.5 TERM OF THE AGREEMENT**

This agreement shall come into force on the date on which it is signed by Canada and subject to section 13.20 or early termination as hereinafter provided, shall terminate on the date when the final payment adjustment is made, or by March 31, 2013.

## **2. PURPOSE**

### **2.1 PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions by which Canada will reimburse part of the Eligible Costs paid by Brampton for the Project, which is made possible by Canada's contribution under CSIF, as set out in section 3 and further defined in Schedule B.

### **2.2 PROJECT OVERVIEW**

The City of Brampton's AcceleRide Bus Rapid Transit (BRT) Project will help increase mobility in Brampton, facilitate connections to other transit agencies in the Greater Toronto Area (GTA), and help decrease greenhouse gas emissions through the deployment of uniquely branded BRT vehicles in two (2) key east-west corridors - Queen St. and Steeles Ave. - as well as one (1) north-south corridor - Hurontario/Main St.; the acquisition of conventional buses to run in feeder corridors to the key arterials that will facilitate connections to the key corridors; construction of bus-only lanes immediately before and after key intersections with advanced signal priority for buses (Transit Signal Priority - TSP) to give transit a travel-time advantage and ensure schedule reliability; construction of stations and stops with variable messaging signs; the construction of terminals and loops; and the implementation of fare collection equipment able to process GTA Farecard transactions and cash fares.

The AcceleRide service covered in this agreement for Queen St. will travel on existing roads in the east-west direction on Queen St. within the City of Brampton, from the Brampton GO Rail Station in downtown Brampton near the Queen and Main intersection into York Region, with service integrated with York Region Transit (subject to discussion and concurrence with York Region). This BRT corridor will facilitate connections to other transit services at the downtown Brampton GO Rail Station, the Bramalea Transit Centre located at the Bramalea City Centre, and York University and the Vaughn Corporate Centre in York Region. Connections would be made with the TTC, York Region Transit, Viva BRT and GO bus services at these locations. The projected transit ridership in the Queen St. corridor resulting from the implementation of the AcceleRide BRT project is reflected in Exhibit 2-7 of the Business Case. Service designs (Headways) in the Queen St. corridor resulting from the implementation of the AcceleRide BRT project are reflected in Exhibit 3-4 of the Business Case.

AcceleRide service covered in this agreement for Hurontario/Main St. will also travel in the north-south direction on Hurontario/Main St. within the City of Brampton, with service from a new terminal facility at Hurontario just north of Sandalwood Parkway to Mississauga, with service extended into and integrated with Mississauga Transit (subject to discussion and concurrence with Mississauga). This BRT corridor will facilitate connections to other transit

services at the downtown Brampton GO Rail Station, the Shoppers World plaza, the 407 Transit terminal located in Mississauga, and Mississauga City Centre. The projected transit ridership in the Hurontario/Main St. corridor resulting from the implementation of the AcceleRide BRT project is reflected in Exhibit 2-7 of the Business Case. Service designs (Headways) in the Hurontario/Main St. corridor resulting from the implementation of the AcceleRide BRT project are reflected in Exhibit 3-5 of the Business Case.

East-west service will also be provided on existing roads on Steeles Ave. within the City of Brampton, from Hurontario/Main St. in the west to Humber College in Toronto in the east (subject to discussion and concurrence with the City of Toronto and/or the TTC). This BRT corridor will facilitate connections to other transit services at the Shoppers World plaza in the west, the Bramalea GO Rail Station and GO Bus Station, and transit corridors serving Toronto Pearson International Airport and other locations in Toronto. The projected transit ridership in the Steeles Ave. corridor resulting from the implementation of the AcceleRide BRT project is reflected in Exhibit 2-7 of the Business Case. Service designs (Headways) in the Steeles Ave. corridor resulting from the implementation of the AcceleRide BRT project are reflected in Exhibit 3-6 of the Business Case.

The project will also include intersection modifications to construct bus bays and bus-only lanes in the vicinity of the intersections to give priority to bus movement through the intersection as well as on a minimum of six (6) intersections on Queen St.; a minimum of six (6) intersections on Steeles Ave., and a minimum of six (6) intersections on Hurontario/Main St.

The major and minor stations are comprised of a concrete bus stop platform, 4m closed shelter, (major) or 2m open shelter (minor), benches, bike rack, waste receptacle, and power supply. Local stops comprise standard shelters, waste receptacle, and power supply. A minimum of six (6) major stations, five (5) minor stations, and fifteen (15) local stops to be built on the Queen St. corridor; A minimum of three (3) major stations, three (3) minor stations, and ten (10) local stops to be built on the Steeles Ave. corridor; A minimum of three (3) major stations, two minor (2) minor stations, and fifteen (15) local stops to be built on the Hurontario/Main St. corridor.

Five (5) terminals will be built or upgraded, including:

Brampton Downtown Terminal (serving Queen St. and Main St.) To accommodate north-south and east-west corridor services, the existing Downtown Terminal will be upgraded to provide Intelligent Transportation System (ITS) features such as variable message signs, real-time schedule display, and surveillance cameras, passenger amenities, site security, and operational improvements;

Bramalea City Centre Terminal (serving Queen St.) A new terminal in the vicinity of Queen and Central Park Dr, to provide an interface with local transit services and GO bus service. Would include ITS features and BRT-class amenities;

Sandalwood Terminal ("Sandalwood Loop" serving Main St.). An on-street facility on Main St., north of Sandalwood Parkway, to accommodate Main corridor BRT turnaround. This facility would include enhanced passenger amenities and ITS features;

Shoppers World Terminal (serving Hurontario/Main St. and Steeles Ave.). Relocation and upgrade of the existing terminal to a location that better serves the intersection of the Main and Steeles AcceleRide corridors, with connections to local transit services; and the

Bramalea GO Terminal Upgrade (serving Steeles Ave.). Upgrades to provide passenger information and other ITS system improvements associated with AcceleRide. The Bramalea

GO Bus Terminal is a major bus terminal in the city of Brampton that provides service to GTA.

The Transit Signal Priority (TSP) system is controlled from the local traffic signal controller at each signalized intersection along AcceleRide BRT corridors. TSP on-street equipment, including upgrades and installation of new detectors and processors. A minimum of twenty (20) intersections to be modified on Queen St; a minimum of fifteen (15) intersections to be modified on Steeles Ave. and a minimum of twenty (20) intersections to be modified on Hurontario/Main St.

The Variable Message Signs at all Terminals and major/minor stations serving BRT corridors include; Digital Video, voice recorders and panic buttons on-board, terminal facility cameras and monitored pole cameras at major and minor stations; Upgraded control centre in the new Sandalwood facility with associated electronic monitoring equipment.

The Bus Rapid Transit (BRT) Vehicles to be used in this project differ from conventional vehicles in two main areas: the first is the hybrid propulsion technology system, which carries the majority of the premium over conventional vehicles; the second main difference is the branding and/or styling of BRT vehicles relative to conventional vehicles. The AcceleRide vehicles will be uniquely-branded, with cosmetic features such as styling and colour schemes that carry the remainder of the premium relative to conventional vehicles. A minimum of thirty-five (35) BRT vehicles for Queen St., Steeles Ave., and Hurontario/Main St. Also, a minimum of nine (9) spares and contingency vehicles.

Buses (conventional vehicles) shall provide local service in the AcceleRide corridors and support corridors. A minimum of thirty (30) conventional vehicles for Queen St., Steeles Ave., and Hurontario/Main St. Also, a minimum of eight (8) spares and contingency vehicles.

The Fareboxes on all AcceleRide and Support vehicles will accommodate processing of GTA Farecard (GTA-wide transit payment card – one pass for all the GTA municipalities being implemented by the Greater Toronto Transportation Authority) transactions and cash fares.

### **3. PROJECT FINANCING**

#### **3.1 CONTRIBUTION BY CANADA**

- a) Canada agrees, subject to the terms and conditions of this Agreement, to pay a contribution to Brampton of not more than one third (1/3) of the total Eligible Costs of the Project as defined in section 2.2 and Schedule B, beginning in 2007/2008 and ending in 2012/2013, but only up to a total of \$53 million, in accordance with the breakdown by Fiscal Year in Schedule B.
- b) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Project and that Canada will have no involvement in the subsequent operation of the Project or any Project Component or Sub-Component. Canada is neither a decision maker nor an advisor to the Project, or any part thereof, except to the extent as required to enforce the provisions of this Agreement.

#### **3.2 COMMITMENTS BY BRAMPTON**

- a) Brampton agrees to be responsible for the complete, diligent and timely implementation of the Project, in accordance with the terms of this Agreement, and for all the costs thereof.
- b) Brampton agrees to undertake, or cause to be undertaken, engineering and construction

work, in accordance with the provisions of guidelines and standards recognized by Transport Canada, the Transportation Association of Canada (TAC), the Institute of Transportation Engineers (ITE), the Canadian Urban Transit Association, the American Public Transportation Association, the American Association of State Highway and Transportation Officials, or any other equivalent and applicable sanctioned guidelines approved by the Committee.

- c) Brampton shall assume full responsibility for the operation, maintenance and repair of the Project, as per appropriate standards, during the lifecycle of the Project.
- d) For greater certainty, Brampton acknowledges that Canada's contribution to this Project is limited as per section 3.1. Brampton will not use any money it receives under Other Agreements with Canada to fund, in whole or in part, any aspect of the Project.
- e) Brampton acknowledges that the funding provided by Ontario in 2006 in the amount of \$95 million will be used solely for this Project.

### **3.3 DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS**

Brampton agrees to inform Canada promptly of all financial assistance received for the Project other than the contributions as set out in this Agreement. If the federal government's total financial assistance toward the Project exceeds either \$53 million or one third (1/3) of total Eligible Costs incurred by Brampton, or if the total financial assistance received or due in respect of the Project's Eligible Costs exceeds 100% thereof, Canada may recover any excess from Brampton or reduce its contribution by an amount equal to the excess.

### **3.4 PARLIAMENTARY APPROPRIATION**

The Parties agree that in accordance with the provisions of the *Financial Administration Act* (Canada), a payment due to be made by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year to which the payment relates.

### **3.5 FISCAL YEAR BUDGETING**

Subject to the conditions in this Agreement, Canada agrees to commit funds for the Project for a Fiscal Year in accordance with the table of estimated contributions in Schedule B. Brampton acknowledges that, if in a Fiscal Year an amount less than the estimated contribution is paid or payable by Canada, Canada will not be obliged to re-allocate the difference to a future Fiscal Year.

Brampton acknowledges that, if in a Fiscal Year, an amount less than the estimated contribution is paid or payable by Canada, it will be obligated to provide justification for the shortfall as well as justification for its request to allocate the difference to a future Fiscal Year.

### **3.6 INCREASE IN PROJECT COSTS AND INSUFFICIENT FUNDS**

If, at any time during the life of this Agreement, one or both of the Parties determines that it will not be possible to complete the project unless Brampton expends amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and Canada may take the necessary steps to suspend its funding obligations. Brampton shall, within 30 days of receiving a request from Canada, provide a summary of

the measures that it proposes to remedy the shortfall. If Canada is not satisfied that the measures proposed will be adequate to remedy the shortfall, then Canada may continue to suspend its funding obligations until such time as measures are proposed that, in Canada' opinion, acting reasonably, will be adequate to remedy the shortfall, whereupon its funding obligation will either be reinstated or declare that an event of default has occurred in accordance with sub section 9.1 e).

## **4. COMPLIANCE WITH ENVIRONMENTAL LEGISLATION**

### **4.1 CONDITIONAL COMMITMENT**

Brampton acknowledges that:

- a) Despite any other provision of this Agreement, no contribution will become payable by Canada for construction costs associated with the Project unless an environmental assessment of the Project has been conducted in accordance with the *Canadian Environmental Assessment Act* (CEAA), and Canada has determined that, taking into account the implementation of any appropriate mitigation measures, the Project is unlikely to cause significant adverse environmental effects;
- b) It will provide confirmation that the mitigation measures outlined in the environmental assessment report have been implemented, through the provision of monitoring reports, at a frequency to be determined by Canada;
- c) If a change that would trigger a re-assessment of the Project under CEAA is proposed for, or made to, the Project, the Parties agree that despite any other provision in this Agreement, Canada's obligations under this Agreement will be suspended until an environmental assessment is completed and Canada determines that the Project as modified is unlikely to result in any significant adverse environmental effects; and
- d) If Canada determines that a follow-up program under the CEAA is necessary, Brampton will co-operate with Canada in its implementation.

## **5. MANAGEMENT COMMITTEE**

### **5.1 ESTABLISHMENT**

Within sixty (60) days of the signing of this Agreement, the Parties agree to establish a Management Committee (the "Committee") to administer and manage this Agreement. Canada and Brampton agree to appoint members to the Committee, drawn from among their senior officials, in the following structure: two (2) members representing Canada and two (2) members representing Brampton. The Party also agrees to notify the other of the appointments within the sixty (60) day period. The Committee will exist until its activities, including the audits, reports and final adjustments, have been completed.

Either Party may choose to include Ontario as an observer at the Committee meetings. The Party that wishes to include Ontario at a particular meeting will give reasonable notice to the other Party and no less than forty-eight (48) hours.

### **5.2 CO-CHAIRS**

The Committee will be headed by two (2) Co-Chairs chosen from its members, one (1)

appointed by Canada ("Federal Co-Chair"),) and one (1) appointed by Brampton ("Brampton Co-Chair). If a Co-Chair is absent or otherwise unable to act, the other federal or Brampton member, as the case may be, will act for his or her absent Co-Chair.

### **5.3 MEETINGS**

Within sixty (60) days of its initial meeting, the Committee will establish written rules and procedures with respect to its meetings and those of its sub-committees, including rules for the conduct of meetings and the making of decisions.

### **5.4 MANDATE**

The Committee will:

- a) review the procedures described in section 6.1, and ensure that the principles in section 6.2 are respected;
- b) monitor the progress of the Project for the purpose of, and to the extent necessary, to enforce the provisions of this Agreement;
- c) review and adjust the information in Schedule B prior to the beginning of each Fiscal Year, and as may be required from time to time throughout the year, subject to sections 3 and 5.5;
- d) establish sub-committees, as needed, for carrying out this Agreement; and
- e) attend to any other function required by this Agreement or as mutually directed by the Parties.

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

(a) In this section, "significant change" means, in respect of the Project:

- I. any change to the Project Overview, as described in Section 2.2, that Canada deems significant;
- II. a change to the Project description, as described in Schedule B, which:
  - i) reduces or increases quantifiable elements of the Project Component or Project Sub-Component, as determined by Canada, including but not limited to, distances, sizes, the number of lanes, corridors, stops, vehicles, and structures, by more than 20%; or
  - ii) changes the location of a Project Component or Project Sub-Component; or
  - iii) adds or removes a Project Component or Project Sub-Component;
- III. a change to a Project Component or Project Sub-Component's schedule, as described in Schedule B, which will cause said Project Component or Sub-component to be completed after the Project Completion Date;
- IV. any change that may require a further environmental assessment decision under section 4.1;
- V. one or more increases to Canada's Contribution to a Project Component or Project Sub-Component, as described in Schedule B, which, when added to any previous increase, would be greater than 20% of Canada's Original Contribution of said Project Component or Sub-Component; and

- VI. any other change to the Project that Canada deems significant.
- (b) A request for a change to the Project will be reviewed by the Committee, and
- I. if the change is not significant, the Committee may approve or reject it; or
  - II. if the change is significant, the Co-chair shall present it to its respective Party for a decision.

## **5.6 RECOMMENDATIONS AND DECISIONS**

Decisions and recommendations of the Committee must be unanimous and recorded in writing. If the Committee cannot arrive at a unanimous decision or recommendation, the Committee will refer that request to their respective Executive Management for resolution as per section 8.2.

## **5.7 BRAMPTON'S ROLE**

Brampton agrees to:

- a) establish a fixed location where this Agreement will be managed for its duration and maintain that location until the termination of this Agreement, and, if a relocation is required, establish a new location;
- b) retain at the location, and make available to the Canada, upon reasonable notice, all documents relevant to this Agreement and the work of the Committee;
- c) prepare, and make available to Canada, the documentation needed for the proper administration of this Agreement, including payment claim forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, contracts of service, etc.; and
- d) ensure that any audit requested by Canada under this Agreement is carried out and the results are reported to Canada as soon as possible.

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

- a) Brampton will ensure that all Contracts are awarded and managed in accordance with its relevant policies and procedures, copies of which will be provided to the Committee.
- b) Unless otherwise determined by Canada, Brampton agrees that Contracts will be awarded in a way that is:
  - i) transparent, competitive and consistent with value for money principles; and
  - ii) in accordance with the *Agreement on Internal Trade*.
- c) Canada may require that a Contract for a Project Component or Sub-Component be re-tendered if, in Canada's opinion and acting reasonably, the Contract for a Project Component or Sub-Component was not awarded in compliance with subsection 6.1 a) and/or 6.1 b).

- d) If Canada requires that a Contract for a Project Component or Sub-Component be re-tendered, Canada shall not be responsible for any and all costs associated, directly or indirectly, with the re-tendering of Contract for the Project Component or Sub-Component.

## **6.2 CONTRACT PROVISIONS**

Brampton will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, Brampton agrees to include in the Contracts, provisions to ensure that:

- a) proper and accurate accounts and records are maintained and that Brampton has the contractual right to audit them; and
- b) all applicable labour, environmental and human rights legislation are respected.

## **6.3 RIGHT TO ACCESS**

Brampton will ensure that Canada will have, for the purpose of audit or inspection:

- a) access to all records and documentation relating to the Project required by Canada, including, without limitation, all Contracts, agreements, plans, and specifications related to the Project; and
- b) access upon reasonable notice to relevant Projects sites.

## **7. CLAIMS AND PAYMENTS**

### **7.1 PAYMENT CONDITIONS**

Canada will not be required to make any payment during a Fiscal Year, other than the first Fiscal Year in which claims are submitted, until the annual report and audits required to be delivered pursuant to Schedules D and E in respect of the prior Fiscal Year, have been delivered to and have all been approved by Canada. Canada will provide such approval or notice to Brampton of any deficiency, no later than thirty (30) days from receipt of the required annual report and audits.

### **7.2 METHOD OF PAYMENT**

Payments by Canada will be made by means of an Electronic Instruction for Payment unless otherwise agreed by the Parties.

### **7.3 CLAIM PROCEDURES**

- a) Brampton agrees to submit progress claims periodically to the federal co-chair, in a form acceptable to Canada, and must include the following:
  - (i) Signature of the Brampton co-chair or designate certifying the accuracy of the information submitted in support of the claim;
  - (ii) Breakdown of expenses claimed, by Project Sub-Component listed in Schedule B; and



- (iii) For each expense, the invoice, the period the expense was occurred, and the date paid.
- b) A Project Sub-Component's date of completion will be the date shown on the solemn declaration as set out in Schedule F for that Project Sub-Component.

#### **7.4 HOLD BACK**

Canada will hold back five percent (5%) of its contribution to each Project Sub-Component under this Agreement until Brampton has fulfilled its obligations under section 7.1 and 7.5.

#### **7.5 REQUEST FOR FINAL PAYMENT**

Brampton's request for final payment for each Project Sub-Component shall be accompanied by:

- a) a certificate from Brampton confirming compliance with all the terms and conditions of this Agreement and supported by a certified statement of the use made of the contribution paid under this Agreement;
- b) a solemn declaration as specified in Schedule F in respect of the Project Sub-Component certifying that a Project Sub-Component is complete;
- c) the documents and reports required under this Agreement; and
- d) a separate claim for any holdback.

#### **7.6 TIME LIMITS FOR CLAIMS**

Brampton agrees to submit all claims relative to a Project Sub-Component for payment no later than the earlier of twelve (12) months after that Project Sub-Component has been completed or March 31, 2013. Canada will have no obligation to pay a claim submitted after this deadline.

#### **7.7 FINAL ADJUSTMENTS**

Within the earlier of twelve (12) months after a Project Sub-Component has been completed, or by March 31, 2013, Brampton agrees to present to Canada an official report setting out:

- a) the amounts and the sources of all Project Sub-Component funding;
- b) all costs of the Project Sub-Component;
- c) all Eligible Costs incurred for the Project Sub-Component;
- d) all outstanding financial items, including any amount that may have been claimed by Brampton for ineligible expenditures; and
- e) any Eligible Costs incurred but not paid by them at the time.

Upon completion of the last Project Sub-Component, the Parties will then jointly carry out a final reconciliation of all claims and payments in respect of the Project and, subject to the limitations in sections 7.4 and 7.6, make any adjustments. Any adjustments of funding for ineligible costs, overpayments, payments for disallowed expenses or other unacceptable expenses identified during the life of the Agreement or in the annual audit will be corrected in accordance with the general provisions of the Agreement.

## **8. DISPUTE RESOLUTION**

### **8.1 DISPUTE RESOLUTION**

The Parties agree to keep each other informed of any matter that could be contentious by exchanging information within the Committee, and agree to attempt to resolve potential disputes through the Committee.

### **8.2 REFERRAL**

Any matter that cannot be resolved by the Committee shall be referred by the Co-Chairs to the Executive Management for resolution and any payments related to the dispute on that Project will be suspended, together with the obligations related to the disputed matter, pending resolution.

### **8.3 WAIVER**

A Party may waive any of its rights under this Agreement only in writing, and any tolerance or indulgence demonstrated by that Party would not constitute waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or under the law.

## **9. EVENTS OF DEFAULT**

### **9.1 EVENTS OF DEFAULT**

Canada may declare that an event of default has occurred if Brampton has:

- a) submitted false or misleading information, or made a false or misleading representation, to Canada; or
- b) not complied with any condition, undertaking or material term in the Agreement; or
- c) neglected or failed to pay to Canada any amount due in accordance with the Agreement; or
- d) not completed the Project on the terms and conditions herein; or
- e) not satisfied Canada that the measures proposed under section 3.6 are adequate to remedy the shortfall.

Canada will not declare that an event of default has occurred unless it has given written notice to Brampton of the occurrence, which in Canada's opinion constitutes an event of default.

### **9.2 REMEDIES**

If, during the term of this Agreement, Brampton is in default, and such default shall continue for a period of thirty (30) days after notice by Canada to Brampton specifying the nature of the default and requiring the default should be remedied, this shall constitute default and Canada may immediately exercise one or more of the following remedies:

- a) suspend and cease its obligation to contribute to the Eligible Costs for the Brampton Project including any obligation to pay any amount owing prior to the date of such

suspension;

- b) terminate any obligation by Canada under this Agreement; and
- c) require upon demand that Brampton repay to Canada all or part of its contribution, together with interest from the date of the demand, in accordance with this Agreement.

## **10. AUDIT AND REPORTING**

### **10.1 AUDIT FRAMEWORK**

Brampton agrees to comply with the Audit Framework contained in Schedule E.

### **10.2 RECORD KEEPING**

Brampton will ensure that proper and accurate accounts and records, including, but not limited to, Contracts, invoices, statements, receipts and vouchers, in respect of each Project Sub-Component, are kept for a minimum of six (6) years after its completion and will, upon reasonable notice, make them available to a representative of each Canada for inspection and audit.

### **10.3 ANNUAL FINANCIAL STATEMENTS**

Brampton agrees to reflect Canada's contribution in its public accounts, in accordance with established accounting practices.

### **10.4 ANNUAL FINANCIAL AUDITS**

- a) Brampton will submit to Canada, on an annual basis, and within one hundred and twenty (120) days following the end of each Fiscal Year, an audit of all accounts, records and claims for reimbursement relating to the Project as outlined in Schedule E. The annual financial audit will undertake reviews of Brampton and the administrative, financial and claim certification processes related to the Project.
- b) Brampton agrees to give Canada access to all records and sites, as Canada may require during the audits.

### **10.5 OTHER AUDITS**

Canada may, at its expense, audit all accounts, records and claims for reimbursement relating to the Project and may undertake reviews of Brampton's administrative, financial and claim certification processes.

### **10.6 AUDIT PLAN**

Brampton agrees to submit to Canada, by December 31<sup>st</sup> of each year, an audit plan for the next annual financial audit, in accordance with the provisions of Schedule E.

### **10.7 COMPLIANCE AUDITS**

The federal co-chair of the Committee will annually determine, based upon federal program requirements, whether Brampton will be required to complete and submit a compliance audit as outlined in subsection E.2.2 of Schedule E.

### **10.8 ANNUAL REPORT**

Within one-hundred and twenty (120) days following the end of each Fiscal Year, Brampton shall provide Canada with an annual report on progress achieved under this Agreement during that Fiscal Year in accordance with provisions of Schedule D.

### **10.9 EVALUATION**

The Parties agree to cooperate with respect to the evaluation of the Project, the costs of which the Parties will share as they may agree from time to time.

### **10.10 EVALUATION BY CANADA**

In accordance with subsection D.5.2 of Schedule D and on written request by Canada, Brampton agrees to provide all of the data and information requested by Canada for the purposes of the national evaluation of the Canada Strategic Infrastructure Fund. Costs associated with the national evaluation shall be borne by Canada.

## **11. COMMUNICATIONS**

The Parties agree to carry out joint communication activities and products that will promote opportunities to communicate with the public in an open, transparent, effective and proactive manner, using appropriate, ongoing, and consistent public information material acknowledging each level of government's contributions. To this end, the Parties agree to follow and comply with the Communications Protocol in Schedule C.

## **12. REPRESENTATIONS AND INDEMNITY**

### **12.1 BINDING OBLIGATIONS**

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation that is binding on it in accordance with the terms and conditions of this Agreement.

### **12.2 INDEMNIFICATION**

Brampton agrees at all times to indemnify and save harmless Canada, its officers, servants, employees or agents (each an "Indemnified Party"), from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever 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 or arising directly or indirectly from:

- a) the Project;
- b) the performance of this Agreement or the breach of any term or condition of this Agreement by Brampton, its officers, servants, employees or agents, or by a Third Party, its officers, employees, or agents;
- c) the design, construction, purchase, operation, maintenance and repair of any part of the Project; or
- d) any omission or other wilful or negligent act of Brampton or Third Party and its respective officers, servants, employees or agents;

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of any Indemnified Party in the performance of his, her or their duties.

Each Indemnified Party shall give prompt notice to Brampton of any action threatened or commenced against it in respect of which indemnity may be sought under this Agreement but failure to so notify Brampton shall not relieve Brampton from any liability which it may otherwise have on account of this indemnity.

### 13. GENERAL

#### 13.1 DISPOSAL OF ASSETS

##### 13.1.1 DISPOSAL OF FIXED AND NON-FIXED ASSETS

- a) Notwithstanding any other provision in this Agreement, during a period of ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, from a Project Component or Project Sub-Component Completion Date, as described in Schedule F of this Agreement, Brampton, in respect of that Project Component or Project Sub-Component:
- i) sells, leases, encumbers or otherwise disposes of, directly or indirectly, any Fixed or Non-Fixed Asset to a third party; or
  - ii) takes any action, directly or indirectly, that will leave the Fixed and/or Non-Fixed Asset no longer accessible to the general public;

upon disposition of the Disposed Asset or upon the Recipient taking action in relation to a Fixed and/or Non-Fixed Asset, Brampton shall reimburse Canada, upon Canada's demand, the greater of:

- I) the proportion of proceeds received by Brampton from the third party equal to the percentage contributed by Canada for said Disposed, Fixed and/or Non-Fixed Asset; or
- II) the proportion of Canada's Contribution of the Disposed, Fixed, and/or Non-Fixed Asset, reduced in accordance with the tables below-mentioned.

Notwithstanding the above, the total reimbursed by the Recipient shall not exceed the amount paid by Canada towards said Disposed, Fixed and/or Non-Fixed Asset.

**TABLE A – FIXED ASSET**

<b>Where asset is sold, leased, encumbered, disposed of, rendered inaccessible, significantly reduced, abandoned or essentially abandoned within:</b>	<b>Return of contribution for Disposed and Fixed Asset (in current dollars)</b>
Within 2 Years after Project Sub-Component completion	100%
3-5 Years after Project Sub-Component completion	92%
6-10 Years after Project Sub-Component completion	80%
11-15 Years after Project Sub-Component completion	60%

16-20 Years after Project Sub-Component completion	40%
21-25 Years after Project Sub-Component completion	20%

**TABLE B – FIXED ASSETS ON HURONTARIO/MAIN ST. AS DESCRIBED IN SUBSECTION 13.1.1 a)**

<b>Where asset is sold, leased, encumbered, disposed of, rendered inaccessible, significantly reduced, abandoned or essentially abandoned within:</b>	<b>Return of contribution for Disposed Asset and Non-Fixed Asset (in current dollars)</b>
Within 1 Year after Project Component completion	90%
2-3 Years after Project Component completion	70%
4-5 Years after Project Component completion	50%
6-7 Years after Project Component completion	30%
8-9 Years after Project Component completion	10%
10 Years after Project Component completion	0%

**TABLE C – NON-FIXED ASSET**

<b>Where asset is sold, leased, encumbered, disposed of, rendered inaccessible, significantly reduced, abandoned or essentially abandoned within:</b>	<b>Return of contribution for Disposed Asset and Non-Fixed Asset (in current dollars)</b>
Within 1 Year after Project Component completion	90%
2-3 Years after Project Component completion	70%
4-5 Years after Project Component completion	50%
6-7 Years after Project Component completion	30%
8-9 Years after Project Component completion	10%
10 Years after Project Component completion	0%

- b) Upon Brampton leasing, selling or otherwise disposing of a Fixed or Non-Fixed Asset to a third party, Brampton shall assign its rights and obligations under this Agreement to said third party;
- c) Notwithstanding the foregoing, if the Fixed and/or Non-Fixed Asset is leased, sold or otherwise disposed of, directly or indirectly during the said ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, based on technical or operational requirements of the Project, Brampton may, at Canada's discretion and with its written approval, in lieu of the repayment set out above, reinvest the proceeds from this disposal into an asset that replaces the Disposed Asset. If Canada deems the reinvestment inappropriate, Brampton shall be required to reimburse Canada, as per sub section 13.1.1 a); and
- d) Notwithstanding the foregoing, if a Fixed and/or Non-Fixed Asset is transferred to a third party during said ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, for a nominal amount, and said Fixed and/or Non-Fixed Asset remains accessible to the general public, Canada may, at its discretion, choose to waive the remedies identified in subsection 13.1.1 a).

### **13.1.2 ABANDONMENT OF FIXED AND NON-FIXED ASSETS**

If, at any time during the ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, following the Project Component or Project Sub-Component Completion Date, as described in Schedule F, Brampton proposes to significantly reduce, abandon or substantially abandon, as determined by Canada, a Fixed or Non-Fixed Asset, even if it remains under the ownership of the Recipient, Canada may require Brampton to reimburse Canada, on demand, a proportionate amount of the funds contributed by Canada for the section of the Project Component or Project Sub-Component which has been reduced, abandoned or essentially abandoned in accordance with the table in section 13.1.1.

### **13.1.3 NOTICE**

- a) Brampton shall notify Canada in writing, one hundred eighty (180) days in advance if, at any time during a period of ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, from the Project Component or Project Sub-Component Completion Date, as described in Schedule F, Brampton proposes to sell, lease, encumber, otherwise dispose of, directly or indirectly, or render inaccessible any Fixed and/or Non-Fixed Asset, as described in section 13.1.1.
- b) Brampton shall notify Canada in writing, one hundred eighty (180) days in advance if, at any time during a period of ten (10) years for Non-Fixed Assets, twenty-five (25) years for Fixed Assets, and ten (10) years for Fixed Assets on the Hurontario/Main St. Corridor, from the Project Component or Project Sub-Component Completion Date, as described in Schedule F, Brampton proposes to significantly reduce, abandon or essentially abandon a Fixed and/or Non-Fixed Asset, as described in section 13.1.2.

### **13.2 REVENUES FROM ASSETS**

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. Any revenues generated by the assets shall be reinvested back into the transit system for the public good.

### **13.3 DEBTS DUE TO HER MAJESTY IN RIGHT OF CANADA**

Any amount owed to Canada under this Agreement will constitute a debt due to Her Majesty in Right of Canada, which Brampton agrees to reimburse Canada forthwith on demand.

### **13.4 INTEREST ON DEBTS DUE TO HER MAJESTY IN RIGHT OF CANADA**

Debts due to Her Majesty in Right of Canada will accrue interest in accordance with the *Interest and Administrative Charges Regulations* of the *Financial Administration Act* (Canada).

### **13.5 SET-OFF BY HER MAJESTY IN RIGHT OF CANADA**

Any debt due to Her Majesty in Right of Canada may be offset against any amounts payable by Canada to Brampton under this Agreement.

**13.6 NO BENEFIT**

No member of the House of Commons, the Senate of Canada or the City Council of Brampton will be admitted to any share or part of any Contract made pursuant to this Agreement, or to any benefit arising from it.

**13.7 NO PARTNERSHIP OR AGENCY**

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and Brampton; or between Canada and a Third Party.

**13.8 INTELLECTUAL PROPERTY**

Brampton shall obtain the necessary authorizations, as needed for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of any Project. Canada shall assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

**13.9 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing a Third Party to contract for, or to incur any obligation on behalf of, a Party or to act as agent for a Party. No provision of this Agreement shall be construed as authorizing a claimant or any Person to enter into a Contract or to contract an obligation on behalf of either of the Parties, and Brampton shall take the necessary action to ensure that any agreement between Brampton and any Third Party contains a provision to that effect.

**13.10 ASSIGNMENT**

Brampton will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by Brampton to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

**13.11 NO ACTIONS OR PROCEEDINGS**

Brampton represents that it is not subject to an obligation or prohibition, and that no action or legal proceedings, or threat of action or proceedings, that could or may interfere with its performance of this Agreement, has or have been brought, and agrees to inform Canada immediately if any such action or proceedings are brought during the term of this Agreement.

**13.12 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.



**13.13 VALUES AND ETHICS CODE**

No person governed by any post-employment, ethics and conflict of interest guidelines or policies of Canada or Brampton shall derive a direct benefit from this Agreement unless that person complies with the applicable provisions of the guidelines or policy.

**13.14 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

**13.15 LOBBYISTS AND AGENT FEES**

Brampton warrants that any person it has hired, for payment, to speak to or correspond with any employee or other person representing Canada on Brampton's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the *Lobbyists Registration Act R.S. 1985 c. 44 (4<sup>th</sup> Supplement)*, is registered pursuant to that Act. Brampton warrants that no person or entity that is negotiating the whole or any part of the terms of this Agreement receives any payment or other compensation that is contingent upon or calculated upon the contribution hereunder.

**13.16 AMENDMENTS**

Subject to subsection 5.4 c), this Agreement can only be amended in writing by the Parties.

**13.17 NOTICE DEEMED GIVEN**

Any notice, information or document provided for under this Agreement may be delivered or sent by letter; postage or other charges prepaid and will be deemed to have been delivered on receipt. A Party may change the address below by notifying the other Parties in writing. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile or other electronic means of communication, if made or given at a time when it would be received by Brampton during its normal business hours on a business day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first (1<sup>st</sup>) business day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed received on the third (3<sup>rd</sup>) business day following the day on which it was mailed.

**Any notice to Canada must be sent to:**

Director General, Surface Infrastructure Programs  
Transport Canada  
Place de Ville, 330 Sparks St.  
Ottawa ON K1A 0N5

**Any notice to Brampton will be addressed to:**

Commissioner – Works and Transportation, City of Brampton  
8850 McLaughlin Road, Unit 2  
Brampton ON L6Y 5T1

**13.18 GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of Ontario.

**13.19 COMPLIANCE WITH LAWS**

In carrying out this Agreement, Brampton agrees to comply with all applicable laws, regulations, orders and Orders in Council, including, but not limited to, environmental laws and regulations, and shall comply with the requirements of all regulatory bodies having jurisdiction over the subject matter of this Project.

**13.20 SURVIVAL**

Despite section 1.5, the Parties rights, obligations, and duties, which by their nature extend beyond the expiration or termination of this Agreement, shall survive and remain in effect beyond any expiration or termination.


**SIGNATURES**

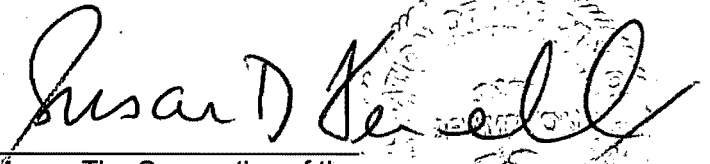
This Agreement has been executed on behalf of Her Majesty in Right of Canada by the Minister of Transport, Infrastructure and Communities, and on behalf of The Corporation of the City of Brampton by the Mayor, and the City Clerk.

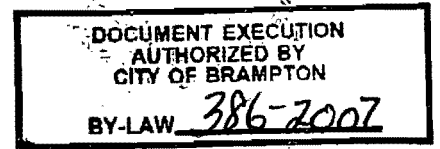
HER MAJESTY IN RIGHT OF CANADA CORPORATION OF THE CITY OF  
BRAMPTON

Original signed by:

Original signed by:

  
Minister of Transport, Infrastructure  
and Communities

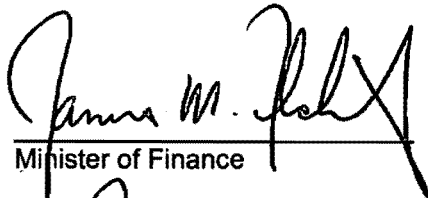
  
Mayor, The Corporation of the  
City of Brampton



**23 JAN. 2008**

Date: \_\_\_\_\_

Date: January 8, 2008

  
Minister of Finance

  
Clerk, The Corporation of the  
City of Brampton

Date: January 8, 2008

Date: Jan 8/08

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

### **A.1 ELIGIBLE COSTS**

Subject to subsection A.2, Eligible Costs will be all necessary direct costs incurred properly and reasonably for the implementation of the Project, paid by or on behalf of Brampton, invoiced against a Contract for goods and services, and confirmed as eligible by audit in accordance with Schedule E, and include:

- a) the AcceleRide Project Office (APO) costs are to be added as an exception under the Contribution Agreement. The staff members of APO are dedicated full-time to the project and have no other job responsibilities. These staff members, including the Project Director, have been or will be hired on a contract basis and their continued employment is specified in the contract as being conditional on the continuation of the project. In the case of employees moving to the project from other City positions, they are seconded full time, as long as the project remains active, and their original positions are backfilled;
- b) capital costs, as defined and determined according to public sector accounting principles generally recognized in Canada, relating to the acquisition, construction or renovation of a fixed capital asset, and incurred after March 6, 2007;
- c) the costs of environmental planning, surveying, engineering, architectural, supervision, testing and management services, internal or external to the organization, up to a maximum of fifteen percent (15%) of Canada's contribution to the Project under this Agreement;
- d) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act*;
- e) the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- f) the costs of signage, lighting and changes to public utilities;
- g) the costs of developing and implementing innovative techniques for carrying out the Project as approved in writing in advance by the Committee;
- h) the costs of communication and signage recognition set out in the Communication Protocol that have been approved in advance in writing by the Committee;
- i) evaluation and audit costs; and
- j) other costs that, in the opinion of the Committee, are considered to be direct and necessary for the successful implementation of the Project that have been approved in advance, in writing, by the Committee.

### **A.2 INELIGIBLE COSTS**

The following costs are ineligible:

- a) costs incurred before March 6, 2007 (Date of FLOW Announcement) or after the Project has been completed;
- b) costs incurred in connection with, or pursuant to, calls for tenders issued before March

6, 2007;

- c) real estate acquisition and leasing costs, real estate fees, financing charges, and related costs;
- d) other leasing costs;
- e) loan interest payments;
- f) any goods and services costs that are paid by donations or in kind;
- g) services or works normally provided by Brampton incurred in the course of implementation of the Project (except as noted in subsection A.1 a) of Schedule A;
- h) provincial sales tax and Goods and Services tax, for which Brampton is eligible for a rebate, and any other costs eligible for rebates;
- i) general repairs, operations, or maintenance;
- j) legal fees; and
- k) except as noted in subsection A.1 a) of Schedule A, employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by Brampton, and more specifically costs relating to survey, engineering, architecture, supervision, management and other services delivered directly by, or under a contract awarded to, permanent employees of Brampton or of an agency owned or controlled by Brampton or by permanent employees of Brampton or of an agency owned or controlled by Brampton.

**SCHEDULE B – DETAILED DESCRIPTION OF THE PROJECT**

Project	Estimated Total Costs (\$)	Estimated Eligible Cost (\$)	Canada's original contribution (\$)	Estimated contribution by Canada (\$)	Estimated contribution per Fiscal Year (\$1,000)						
					Partner	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
<b>1.0 Capital Projects</b>  <b>Roadway Intersections:</b> intersection modifications to accommodate queue-jump lanes and far-side bus bays to be constructed on a minimum of six (6) intersections on Queen St.; a minimum of six (6) intersections on Steeles Ave., and a minimum of six (6) intersections on Hurontario/Main St.  <b>Schedule: Fall 2008 – Fall 2012</b>	16,088,000	16,088,000	5,363,000	5,363,000	Canada	-	333,000	420,000	1,864,000	2,100,000	646,000
					Brampton	-	667,000	840,000	3,728,000	4,200,000	1,290,000
<b>Stations and Stops</b>  Major and minor stations comprise a concrete bus stop platform, 4m closed shelter, (major) or 2m open shelter (minor), benches, bike rack, waste receptacle, and power supply. Local stops comprise standard shelters, waste receptacle, and power supply. A minimum of six (6) major stations, five (5) minor stations, and fifteen (15) local stops to be built on the Queen St. corridor; A minimum of three (3) major stations, three (3) minor stations, and ten (10) local stops to be built on the Steeles Ave. corridor; A minimum of three (3) major stations, two minor (2) minor stations, and fifteen (15) local stops to be built on the Hurontario/Main St. corridor  <b>Schedule Fall 2009 – Fall 2012</b>	7,387,000	7,387,000	2,462,000	2,462,000	Canada	-	-	464,000	905,000	761,000	332,000
					Brampton	-	-	929,000	1,808,000	1,523,000	665,000
	17,004,000	17,004,000	5,668,000	5,668,000	Canada	-	-	1,697,000	2,787,000	1,126,000	58,000

<b>Terminals</b> <b>Brampton Downtown:</b> upgraded to provide ITS features, passenger amenities, and site security, and operational improvements <b>Bramalea City Centre Terminal:</b> new terminal to provide an interface with local transit services and GO bus service with ITS features and BRT-class amenities <b>Sandalwood Terminal:</b> new facility with enhanced passenger amenities and ITS features <b>Shoppers World Terminal:</b> relocation and upgrade of existing terminal to a location that better serves the intersection of the Hurontario/Main St. and Steeles Ave. AcceleRide corridors, with connections to local transit services <b>Bramalea GO Upgrade:</b> upgrades to provide passenger information and other ITS system improvements associated with AcceleRide <b>Schedule Fall 2009 – Fall 2012</b>					Brampton	-	-	3,395,000	5,574,000	2,251,000	116,000
<b>Land (not eligible under terms and conditions of CSIF)</b> <b>Schedule Fall 2008 – Fall 2012</b>	13,000,000	0	0	0	Canada	-	-	-	-	-	-
					Brampton	-	4,000,000	4,000,000	2,000,000	2,000,000	1,000,000
<b>2.0 Intelligent Transportation Systems</b> <b>Transit Signal Priority:</b> A TSP system controlled from the local traffic signal controller at each signalized intersection along AcceleRide BRT corridors. TSP on-street equipment, including upgrades and installation of new detectors and processors. A minimum of twenty (20) intersections to be modified on Queen St; a minimum of fifteen (15) intersections to be modified on Steeles Ave. and a minimum of twenty (20) intersections to be modified on Hurontario/Main St. <b>Schedule Fall 2009 – Fall 2012</b>	12,821,000	12,821,000	4,274,000	4,274,000	Canada	-	-	154,000	1,558,000	1,285,000	1,277,000
					Brampton	-	-	309,000	3,115,000	2,570,000	2,553,000
<b>Off-board equipment, Surveillance Systems, Control Centre, and other ITS elements</b> <b>Schedule Fall 2009 – Fall 2012</b>	19,632,000	19,632,000	6,544,000	6,544,000	Canada			604,000	4,587,000	700,000	653,000
					Brampton			1,207,000	9,175,000	1,401,000	1,305,000

<b>3.0 Vehicles</b> <b>BRT Vehicles</b> - uniquely branded vehicles to be deployed on main AcceleRide corridors. Vehicles to have an environmentally-friendly alternative fuel propulsion system (e.g., Diesel-electric hybrid). A minimum of thirty-five (35) BRT vehicles for Queen St., Steeles Ave., and Hurontario/Main St. Also, a minimum of nine (9) spares and contingency vehicles <b>Schedule Fall 2010 – Fall 2012</b>	41,701,000	41,701,000	13,900,000	13,900,000	Canada	-	-	-	4,977,000	4,148,000	4,775,000
					Brampton	-	-	-	9,954,000	8,296,000	9,551,000
<b>Conventional Vehicles (buses)</b> Conventional transit vehicles providing local service in the AcceleRide corridors and support corridors. A minimum of thirty (30) Conventional vehicles for Queen St., Steeles Ave., and Hurontario/Main St. Also, a minimum of eight (8) spares and contingency vehicles <b>Schedule Fall 2009 – Fall 2012</b>	24,575,000	24,575,000	8,192,000	8,192,000	Canada	-	-	973,000	2,408,000	2,894,000	1,917,000
					Brampton	-	-	1,945,000	4,816,000	5,788,000	3,834,000
<b>4.0 Fare Collection</b> Fareboxes on all AcceleRide and Support vehicles to accommodate processing of GTA Farecard transactions and cash fares. <b>Schedule Fall 2010 – Fall 2012</b>	2,715,000	2,715,000	905,000	905,000	Canada	-	-	-	319,000	306,000	280,000
					Brampton	-	-	-	638,000	612,000	560,000
<b>5.0 Planning and Development</b> AcceleRide Project Office staff costs (internal support) and external consulting assignments to address specific project implementation tasks, e.g., specifications and procurement documents, ITS analysis, etc. <b>Schedule Spring 2007 – Fall 2012</b>	17,077,000	17,077,000	5,692,000	5,692,000	Canada	100,000	984,000	1,995,000	1,316,000	849,000	448,000
					Brampton	200,000	1,968,000	3,990,000	2,631,000	1,699,000	897,000
<b>6.0 Marketing (not eligible under CSIF)</b>	1,000,000	1,000,000	-	-	Canada	-	-	-	-	-	-
					Brampton	-	-	300,000	300,000	200,000	200,000
<b>TOTAL</b>	173,000,000	159,000,000	53,000,000	53,000,000	Canada	100,000	1,317,000	6,307,000	20,721,000	14,169,000	10,386,000
					Brampton	200,000	6,635,000	16,915,000	43,739,000	30,540,000	21,971,000



## **SCHEDULE C - COMMUNICATIONS PROTOCOL**

### **C.1 GENERAL**

- C.1.1 The Parties agree to carry out joint communications activities and products that will promote opportunities to communicate with the public in an open, transparent, effective and proactive manner, using appropriate, ongoing, consistent public information material acknowledging the Parties' contributions.
- C.1.2 The Parties shall identify appropriate forms for these communications and public information activities and products, and may strike a communications sub-committee responsible for providing advice and support on these matters. The sub-committee shall be made up of at least one representative from each of the following Parties: Canada, and Brampton.
- C.1.3 Public information material in relation to this Agreement shall be prepared in both official languages in accordance with the *Official Languages Act* (Canada), and shall equitably reflect the contributions of the Parties and, where applicable, any third party operators. This includes ensuring equal recognition and prominence where words, logos, symbols and other types of identification are incorporated into materials.
- C.1.4 All public information material or signage related to projects under Canada Strategic Infrastructure Fund shall be produced in accordance with the Federal Identity Program.
- C.1.5 All communications concerning this Agreement shall be in a form approved by Canada.
- C.1.6 Public notices and newspaper announcements shall note the contributions by the Government of Canada.

### **C.2 COMMUNICATION WITH THE PUBLIC**

#### Public information material

- C.2.1 The Parties may produce information kits, brochures, and public reports providing information for private-sector interest groups, contractors and members of the public on this Agreement. The Parties shall agree on the content of that information.
- C.2.1.1 All draft communications products shall be distributed to the Parties with sufficient time to allow for appropriate approvals. A minimum review period of ten (10) business days is required prior to the event/publication of material.

#### Media releases

- C.2.2 The Parties may organize a signing ceremony and a media release shall be issued when the Agreement is signed. A joint media release, in which each Party is assigned equal importance, may be issued in respect of each Project Component or Project Sub-Component or in combination with other Project Components, unless the co-chairs otherwise decide by mutual agreement. Media releases may include quotations from elected representatives of any of the Parties. The Parties shall agree on the content of the media releases.

The previous paragraph does not apply to media releases issued by Brampton, or its contractors if the media releases have to do with the operational, transportation,

management or safety activities that may result from the performance of the work under this Agreement.

Media conferences, public announcements and other joint events

C.2.3 The Parties shall co-operate in organizing media conferences, announcements and official ceremonies and shall respect the mutually agreed order of precedence with the representative from Canada taking precedence. In addition, the Parties must agree on the public statements and messages issued at these events. The Committee may recommend that ceremonies or other special events be held at appropriate locations and times. Unless agreed to in advance by the Parties, no public announcement concerning a Project covered by this Agreement shall be made by either of the Parties or, where applicable, unless the other Party has been given at least thirty (30) days notice of the public announcement.

Signage

C.2.4 Brampton further agrees to supply, erect and maintain, on the direction of Canada:

- a) prior to the implementation of any Project Component or Project Sub-Component under this Agreement, including new construction, a Project sign or signs measuring 1.2 metres by 2.4 metres, or other dimension as agreed to by the Committee, and visible by roadway and transit users and pedestrians traveling in either direction at the beginning and the end of each Project Component or Project Sub-Component, for as long as the work lasts and for twelve (12) months thereafter. Signage shall be consistent with federal-provincial identity graphics guidelines, and in both official languages specifying that the relevant Project Component or Project Sub-Component is financed by contributions from Canada or such wording as may have been or may be agreed upon by Canada;
- b) a plaque, decal or sign, to the effect set forth in paragraph a) above, in any vehicles or facilities funded under this Agreement at the request of Canada;
- c) where relevant, a permanent sign, plaque or decal to the effect set forth in paragraph a) above;
- d) where a sign is to be erected by either Party referring to either Party's financial contribution, it shall include specific reference to the federal contribution herein made;
- e) except for traffic control devices, no additional signage concerning the Project shall be erected by any Party unless it is first approved by the other Parties; and
- f) Brampton shall ensure that the contractor performing the work erects the signs.

**C.3 COST-SHARING**

C.3.1 Unless otherwise arranged by the Parties, Canada may pay up to one third and Brampton may pay up to two thirds of the costs, with Brampton paying the remainder, of preparing and supplying communications activities and products, including documents, distribution to the media, and the organization of special joint events, as agreed by the Parties.

C.3.2 Costs incurred for special requirements requested by Canada and deemed to impose an undue burden on the Brampton will be paid in accordance with an equitable cost-sharing formula agreed to by the Parties.

**C.3.3 The costs of any temporary or permanent signage shall be Eligible Costs.**

## **SCHEDULE D – INFORMATION**

### **D.1 GENERAL**

- D.1.1 The purpose of Schedule D is to identify the data and information that Brampton must collect and provide to Canada under this Agreement, as well as the sharing and the use of this information by the Parties. The Parties agree that the collection of accurate and timely data and information is essential to ensure the sound management of this Agreement and to report to Canadians on results and accomplishments.
- D.1.2 Brampton shall prepare and submit a plan to the Committee, within six (6) months of the signing of this Agreement, to produce the data and information outlined in this Schedule D.

### **D.2 PROPOSED PROJECT COMPONENT OR SUB-COMPONENT INFORMATION**

In the event that Brampton wishes to add, modify or replace a Project Component or Sub-Component on Schedule B as per subsection B.5.5, with said addition, modification or replacement constituting a significant change as determined by the Committee, and prior to the Parties approving a Project Component or Sub-Component and adding it to Schedule B, Brampton agrees to provide the following information on the relevant proposed Project Component or Sub-Component in Schedule B:

1. Proposed project overview, to include:
  - a) a description and map of the proposed Project Component or Sub-Component;
  - b) baseline and predicted data outlined in subsection D.5.1 of Schedule D;
  - c) other works being undertaken in the project area as specified in scoping of the environmental assessment;
  - d) other important or relevant aspects of the proposed Project Component or Sub-Component; and
  - e) a description of the impacts, including social, economic and environmental.
2. Cost and schedule for the proposed Project Component or Sub-Component, which will include:
  - a) a schedule for the proposed Project Component or Sub-Component, including the date of completion;
  - b) a listing and short description of the Project Component or Sub-Component that is to be completed; and
  - c) a budget and cash flow identifying total and Eligible Costs for the new Project Component or Sub-Component by Fiscal Year.
3. Cost-benefit analysis of the proposed project (using the TransDEC Cost model or other such model as approved by Canada).

4. A completed environmental assessment that meets federal and provincial requirements.

### **D.3 ANNUAL REPORT**

D.3.1 As per subsection 10.8, Brampton will provide an Annual Report within one hundred twenty (120) days of the end of each Fiscal Year. The report shall include the following:

1. A general overview of the results accomplished under the Agreement during the Fiscal Year, including a description of the work completed, expenditures, environmental issues, and any concerns affecting the progress or completion of the Project.
2. Schedule B revisions, including changes made by either Canada or the Committee (e.g. number and date of revisions, Project Sub-Components approved or modified, cash flow and budget changes, etc.).
3. Project Sub-Component updates, including:
  - description, map and status of the work completed on approved Project Sub-Components;
  - Contracts started or completed and estimated date of completion of Contracts;
  - major milestones (e.g. opening of a section or portion of a Project Component or Project Sub-Component, etc.); and
  - maps and photographs of the contract locations showing the work in progress and the work completed on approved Project Components.
4. Communications activities undertaken during the Fiscal Year.
5. A Fiscal Year-end summary table of expenditures under this Agreement.
6. A copy of the annual audit for the Project.

### **D.4 PROGRAM MANAGEMENT INFORMATION**

D.4.1 The Parties agree to use Transport Canada's Highway Contribution Management System (HCoMS) to process claims and payments and monitor progress under this Agreement. Modifications and improvements to the system may be made by Canada at its own expense.

D.4.2 The Parties also agree that the data provided under this Agreement will also be used to support the Government of Canada's Shared Information Management System for Infrastructure (SIMSI). Modifications and improvements to the system may be made by Canada at its own expense.

D.4.3 Should data and information in addition to that provided for under this Agreement be required to support SIMSI, the Parties agree to provide Canada with the said information in its possession, and agree that is not subject to confidentiality. Any significant additional cost may be considered as an Eligible Cost under this Agreement where approved by Canada.

## **D.5 PROJECT COMPONENTS AND PROGRAM EVALUATION**

D.5.1 As per section 10.9 of this Agreement, the Parties agree to cooperate in conducting an evaluation of the Project Components. The data required for the prospective evaluation is described in subsection D.2.1 of Schedule D. When requested by Canada, Brampton agrees to provide the data necessary to jointly prepare a retrospective evaluation of each Project Component, to be done upon completion of the Project Components, which may include, but is not necessarily limited to:

For All Project Sub-Components of Project

- changes in ridership
- improvement in transit times
- total savings in travel times
- final benefit-cost analysis based on actual project costs
- a general analysis of improvements in health and safety
- a general description of the benefits of the Program including social, health, economic and environmental factors
- an assessment of environmental impact and mitigation measures followed
- an assessment of community impacts, the outreach and mitigation measures taken and public satisfaction with the Program
- direct and indirect employment created and/or retained
- evaluation and description of any technology and innovative techniques used.

D.5.2 As per section 10.10 of this Agreement, Canada will undertake a national evaluation of Canada Strategic Infrastructure Fund, the costs of which shall be borne by Canada. Brampton agrees to cooperate in the undertaking of this program-level evaluation. Any data and information generated under this Agreement may be used for such an evaluation and Brampton agrees to provide Canada any available information for such an evaluation. If additional data is required by Canada, it is agreed that additional studies and surveys may be undertaken at Canada's expense.

## **SCHEDULE E - AUDIT FRAMEWORK**

### **E.1 PURPOSE**

The purpose of the audit framework is to provide independent and objective assurances that:

- The management framework is appropriate, provides due consideration to risk assessment and management, and ensures compliance with the terms and conditions of the Agreement, including relevant legislation;
- The funds related to this Contribution Agreement are spent for the purposes intended, with due regard to economy, efficiency and effectiveness, and that there was no misinterpretation or misappropriation. An audit from an independent and external Chartered Accountant firm shall be used for this purpose at the expense of Brampton;
- Applicants comply with their environmental obligations or conditions attached to the approval of their Projects; and
- Appropriate systems and procedures are in place to collect relevant, reliable information on the results of the infrastructure program for evaluation purposes.

### **E.2 PROCESS**

#### **E.2.1 ANNUAL FINANCIAL AUDIT**

All Contribution Agreements between Canada and Brampton require a financial audit, which shall be submitted to Canada by Brampton annually during the full length of the Project. The key objectives of the financial audit are to:

- Determine whether funds were expended for the purposes intended, by examining payment approval processes, including nature and extent of supporting documentation, accuracy of claim information and evidence of proper authorizations and such other due diligence reviews as appropriate; and
- Ensure that prompt and timely corrective action is taken on audit findings.

In addition to the financial audit, the Federal Co-Chair of the Management Committee will make a decision on whether Brampton will be required to complete and submit a Compliance Audit containing non-financial elements. This decision will be based on federal requirements and will be assessed on an annual basis.

#### **E.2.2 COMPLIANCE AUDIT**

The compliance audit is a comprehensive audit, performed annually, of how all Parties are complying with the requirements of the Contribution Agreement. It should provide the Parties with an objective and independent assurance of the appropriate management controls, financial administration, operational systems and processes within the scope of the Agreement. A scope of this audit should be reviewed and approved by the Management Committee and sent in advance of preparation of the document. The compliance audit would include those items listed above for the Financial Audit objects as well as the following:

- Overall compliance with the global terms and conditions of the Contribution Agreement

including the schedule for eligibility of expenses claimed and other due diligence;

- Evaluate Project compliance with appropriate environmental legislation and regulations, including screening, assessment and follow-up processes (Note: while the focus is primarily on appropriateness of the environmental management system and compliance, there may be instances where an independent environmental audit is required);
- Review due diligence applied to annual financial forecasts and the process in place to update forecasts if variances occur;
- Review due diligence applied to scope changes in the Project and the process in place to update Project descriptions if significant Project scope changes occur;
- Ensure that Project and program information and collecting processes are sufficient for the identification, capture, and validation of achievement of intended benefits; and
- Provide relevant and reliable information on achievement of benefits and Project results.

### **E.2.3 AUDIT PLAN**

Brampton is responsible to administer the audit function. To maximize the effective use of audit resources, federal / provincial / territorial / municipal departments / agencies/ authorities should adopt, when possible, a single audit approach. Audit plans should be based on inter-jurisdictional collaboration to meet all funding partner's audit requirements in order to avoid duplication. The Committee should agree to the proposed audit plan in writing prior to the new Fiscal Year to allow sufficient time for the audit to be undertaken.

Audit plans should specify:

- Audit objectives to be achieved for the year in question including risk level or other issues to be addressed;
- How credible, objective, supportable and reliable information on overall administration/management of the Project will be obtained;
- The audit methodology including the use of audits;
- The level of resources (financial and human) to be allocated to provide assurance in the soundness of the management accountability framework and due diligence;
- Time frames for audits and knowledge that the public will have access to audit reports; and
- Demonstration that the Audit will be carried out by accredited auditors in accordance with Generally Accepted Accounting Standards (GAAS).

Please note that Transport Canada may be required to consult their Audit and Advisory Services group before providing their approval. Sufficient time should be factored into the approval of the audit plan to allow this to occur.



## SCHEDULE F - SOLEMN DECLARATION

**CANADA**  
— **BRAMPTON**      In the matter of Canada - Brampton Canada Strategic Infrastructure Fund Agreement entered into between Her Majesty In Right of Canada, represented by the Minister of Transport, Infrastructure and Communities; and The Corporation of the City of Brampton, represented by the Mayor, and the City Clerk, on \_\_\_\_\_

I, \_\_\_\_\_, a Registered Professional Engineer in the Province of Ontario, do solemnly declare as follows:

- That I am the (title, department, province), and as such have knowledge of the matters set forth in this affidavit;
- That the work identified as Project Sub-Component \_\_\_\_\_ in Schedule B of the above-mentioned Agreement has been completed as described in Schedule B, Revision \_\_\_\_\_, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_;
- That the work:
  - was carried out by (the prime contractor), between the dates (start date) and (Completion Date);
  - was supervised and inspected by qualified staff;
  - conforms with the plans, specifications and other documentation for the work;
  - conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented; and
  - conforms with the traffic, construction and engineering guidelines as recognized by Transport Canada, the Canadian Urban Transit Association, the American Public Transit Association or any other equivalent and applicable municipally, provincially or nationally sanctioned guidelines approved by the Management Committee established under the above mentioned Agreement.
- Declared at Brampton, in the Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(name, title)

**Engineer's SEAL**

\_\_\_\_\_  
(Witness name, title)