



City of
Peterborough

To: Members of the Committee of the Whole

From: Sandra Clancy, Director of Corporate Services

Meeting Date: July 25, 2016

Subject: Report CPFS16-026
Ontario Municipal Cycling Infrastructure Program –
Transfer Payment Agreement and Combining Project Budgets
for the Cycling Lanes on George Street, Water Street and
Sherbrooke Street Project

Purpose

A report to recommend that a by-law be passed authorizing the execution of the Ontario Municipal Cycling Infrastructure Program - Transfer Payment Agreement for the George Street Cycling Lanes Project and that the project budgets be combined for the Cycling Lanes on George Street, Water Street and Sherbrooke Street Project.

Recommendations

That Council approve the recommendations outlined in Report CPFS16-026 dated July 25, 2016, of the Director of Corporate Services, as follows:

- a) That a by-law be passed authorizing the Mayor and City Clerk to sign the Ontario Municipal Cycling Infrastructure Program - Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, and the City of Peterborough for funding in the amount of \$325,000 and a Council approved municipal share of \$420,000 for a total project cost of \$745,000; and

- b) That, as a matter of housekeeping, the Cycling Lanes on George Street, Water Street and Sherbrooke Street Project, established through Report USTR16-005 dated May 30, 2016, with a project cost of \$347,000 be combined with the \$605,000 George Street Improvement Project (2016 Capital Budget - Project # 5-14.01) and that \$50,000 from the Transportation Demand Management Projects (2016 Capital Budget -Project # 5-14.02) be transferred into the combined project for a total project budget of \$1,002,000.

Budget and Financial Implications

The total combined project cost is \$1,002,000. The portion of the project funded by the Ontario Municipal Cycling Infrastructure Program grant is the cycling lanes on George Street between Hunter Street and Perry Street totalling \$745,000. The value of the Ontario Municipal Cycling Infrastructure Program funding is \$325,000 with the remaining municipal funding being \$420,000. Table 1 – Ontario Municipal Cycling Infrastructure Program – Funding Sources for George Street Cycling Lanes Project sets out the funding sources for this portion of the project.

Table 1
Ontario Municipal Cycling Infrastructure Program – Funding Sources for George Street Cycling Lanes Project

Line	Description	City Funds	Provincial Grant	Total
1	George Street Improvement Project - 2016 Capital Budget (Project # 5-14.01)	\$325,000	\$280,000	\$605,000
2	Cycling Lanes on George Street, Water Street and Sherbrooke Street Project – a portion of the Capital Project established through Report USTR16-005, dated May 30, 2016	\$45,000	\$45,000	\$90,000
3	Transportation Demand Management Projects - 2016 Capital Budget (Project # 5-14.02)	\$50,000		\$50,000
4	Total	\$420,000	\$325,000	\$745,000

Table 2 – Project Budget for Cycling Lanes on George Street, Water Street and Sherbrooke Street Project details the established budgets contributing to the combined project.

Table 2
Project Budget for Cycling Lanes on George Street, Water Street and Sherbrooke Street Project

Line	Description	Amount
1	Ontario Municipal Cycling Infrastructure Program Funds	\$325,000
2	Developer Streetscaping Contribution (Planning and Development)	\$72,000
3	Capital Levy - George Street Improvement Project - 2016 Capital Budget (Project # 5-14.01)	\$280,000
4	Capital Levy - Cycling Lanes on George Street, Water Street and Sherbrooke Street Project –Capital Project established through Report USTR16-005, dated May 30, 2016.	\$275,000
5	Capital Levy - Transportation Demand Management Projects - 2016 Capital Budget (Project # 5-14.02)	\$50,000
6	Total	\$1,002,000

Background

In 2015, the Province announced cycling infrastructure funding for municipalities. The George Street Improvement Project from Sherbrooke Street to Perry Street was selected as the local candidate project. To strengthen the application which required trail connectivity, staff included the section of George Street between Hunter Street and Sherbrooke Street. The City submitted an expression of interest and was invited to proceed to the application stage. The application for funding of cycling lanes on George Street between Hunter Street and Perry Street was successful, yielding a \$325,000 grant.

What is required of municipalities?

The City must sign a transfer payment agreement showing they agree to the terms and conditions of the funding and verify the municipal share of the funding.

Report Requirements, Milestone Payments and Signage

Intermittent reporting is required throughout the agreement and can be linked to the milestone payment schedule. Payments will be made to the municipality based on completion of three distinct milestones. The first payment of 50% of the maximum grant funds will be received after the award of the Construction Contract. A second milestone payment of 35% can be expected upon submission of the Certificate of Substantial Completion. The final milestone payment of 15% will be received upon acceptance of a Post-Construction Report. Both temporary and permanent signage are also required.

Combining Projects

Report USTR16-005 dated May 30, 2016 established an additional capital project to enhance the cycling infrastructure in the downtown core, including funding for the cycling lanes and associated improvements on (1) George Street and Water Street between Hunter Street and Sherbrooke Street and (2) Sherbrooke Street between George Street and Water Street. For ease of project management, it is recommended that these cycling lane project budgets be merged as they will be tendered and managed together as one project.

In-house design costs are not eligible for grant funding. To help cover these ineligible costs, it is recommended that \$50,000 be transferred from the Transportation Demand Management Projects - 2016 Capital Budget (Project # 5-14.02).

Financial tracking for the grant funded portion of the project and the remaining components will be kept separate to comply with the grant's reporting requirements.

Additional costs to be charged to Other Projects

In conjunction with this Cycling Infrastructure Program, there are additional improvements that are deemed ineligible for grant funding. These costs include road resurfacing outside of the cycling infrastructure, adjacent sidewalks and landscaping. The estimated value is \$300,000 and will be confirmed through detailed design. These costs will be charged to existing capital accounts such as the Various Road Resurfacing Project (2016 Capital Budget Project # 5-3.01), Various New Sidewalk Installations (2016 Capital Budget Project # 5-5.01) and/or Various New Multi-Use Trails (2016 Capital Budget Project # 5-5.02).

Summary

In signing the agreement, the City agrees to abide by the terms and conditions which include periodic reporting. The first requirement is passing a by-law to authorize the Mayor and Clerk to sign the transfer payment agreement to allow the flow of Ontario Municipal Cycling Infrastructure Program funds. Merging the capital projects into one will allow for ease of project management.

Submitted by,

Sandra Clancy
Director of Corporate Services

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Attachment:

Appendix A – Draft Municipal Cycling Infrastructure Program - Transfer Payment
Agreement

Appendix A

Draft Municipal Cycling Infrastructure Program - Transfer Payment Agreement

ONTARIO MUNICIPAL CYCLING INFRASTRUCTURE PROGRAM TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Cycling Infrastructure Program (the “**Agreement**”) made in quadruplicate and effective as of the 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 -

City of Peterborough

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in cycling infrastructure is important to achieving the vision for #CycleON: Ontario’s Cycling Strategy.

The Recipient has applied to the Province for 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)).

The Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project (“**Maximum Funds**” and “**Eligible Costs**” as defined in section A.1.2 (Definitions)).

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 agree as follows:

ENTIRE AGREEMENT

The Agreement, including:

- Schedule "A" - General Terms and Conditions;
- Schedule "B" - Project Specific Information;
- Schedule "C" - Project Description;
- Schedule "D" - Budget, Payment Plan and Timelines;
- Schedule "E" - Eligible and Ineligible Costs;
- Schedule "F" - Reporting and Evaluation;
- Schedule "G" - Communications Protocol;
- Schedule "H" - Disposal of and Revenues from Assets;
- Schedule "I" - Aboriginal Consultation Protocol;
- Schedule "J" - Request for Payment and Payment Procedures;
 - Sub-schedule "J.1" - Certificate from Recipient;
 - Sub-schedule "J.2" - Certificate from Professional Engineer;
 - Sub-schedule "J.3" - Solemn Declaration of Substantial Completion;
 - Sub-schedule "J.4" - Request for Payment Form; and
- any amending agreement entered into as provided for below,

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.

COUNTERPARTS

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.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, 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

by:

Date

Name: Scott Pegg
Title: Director, Transportation Policy Branch
Authorized Signing Officer

City of Peterborough

by:

Date

Name:
Title:

by:

Date

Name:
Title:

I/We 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 headings do not form part of the Agreement; they are for 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) “include”, “includes” and “including” denote that the subsequent list is not exhaustive;
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) 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) Schedule “J” (Request for Payment and Payment Procedures) and any of the requirements of Sub-schedule “J.1” (Certificate from Recipient), Sub-schedule “J.2” (Certificate from Professional Engineer), Sub-schedule “J.3” (Solemn Declaration of Substantial Completion), or Sub-schedule “J.4” (Request for Payment Form), Schedule “J” (Request for Payment and Payment Procedures) will prevail.

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

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Cycling Infrastructure Program, including all of its schedules and sub-schedules, and any amending agreement entered into as provided for in the Agreement.

“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.

“Budget” means the budget attached to the Agreement as Schedule “D” (Budget, Payment Plan and Timelines).

“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.

“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.

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

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

“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 (Events of Default).

“Expiration Date” means the date on which the Agreement will expire and is the date set out in Schedule “B” (Project Specific Information).

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

“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.

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Ineligible Costs” 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 Schedule “E” (Eligible and Ineligible Costs).

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out 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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“OMCIP” means the Ontario Municipal Cycling Infrastructure Program.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” (Project Description).

“Post-construction Report” means the post-construction report described in Article F.2.0 (Post-construction Report) of Schedule “F” (Reporting and Evaluation).

“Post-project Evaluation” means the post-project evaluation described in Article F.3.0 (Post-project Evaluation) of Schedule “F” (Reporting and Evaluation).

“Project Activity” means an activity undertaken as part of the Project described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.1.2 (Budget for the Project).

“Project Milestone” means a Project milestone as described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

“Project Milestone Payment” means a payment by the Province in respect of Eligible Costs relating to a Project Milestone.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“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.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion attached as Sub-schedule “J.3” (Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and as determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario), and for the purposes of the Project means the Milestone 3 (Submission of Certificate of Substantial

Completion) described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial 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 set out in Schedule “D” (Budget, Payment Plan and Timelines).

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 for the Term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the Term, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance 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 for the Term.

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, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) procedures to enable the Recipient to complete the Project successfully;
- (b) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (c) procedures to enable the preparation and delivery of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and

- (d) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

A.2.4 **Supporting Documentation.** Upon request, 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 Expiration Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation) 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 shall not be greater than 50% of the total Eligible Costs, 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 set out in Schedule “J” (Request 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) the Province is not obligated to provide instalments of Funds until it is 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 provided by the Recipient 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 for 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

- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation).

A.4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (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 specific cost that has or will be funded or reimbursed by any ministry, agency or organization of the Government of Ontario.

A.4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

A.4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

A.4.6 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.4.7 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.4.8 Maximum Funds and Recipient's Contribution. The Recipient acknowledges and agrees that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds; and
- (b) the Recipient's contribution, net of any financial assistance the Recipient may receive from any third party for the Project, towards the Eligible Costs of the Project will be, unless the Province otherwise agrees upon in writing, at least 20% of such costs.

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, 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 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that it is receiving funding from the Province for the Project and is not providing goods or services to the Province.

A.4.11 Recipient's Acknowledgement of Responsibility for Project. The Recipient will assume full responsibility for the Project, including:

- (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 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) undertake, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.12 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of all financial assistance received for the Project; and
- (b) if the Recipient receives or is owed financial assistance from any source, other than the Province, in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs, then the Province may reduce the payment or demand the repayment of Funds in an amount up to the financial assistance received or owed in excess and not exceeding the Maximum Funds.

A.4.13 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.4.14 Request for Payment and Payment Procedures. The Recipient agrees that the request for payment and payment procedures set out in Schedule "J" (Request for Payment and Payment Procedures) will apply.

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 all applicable laws; 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 maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including labour and human rights legislation; and
- (c) the Province and its authorized representatives and independent auditors identified by the Province and the Auditor General of Ontario will at all times:
 - (i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and
 - (ii) have free and timely access to the Project sites, facilities and any documentation as contemplated pursuant to paragraph A.7.3(b).

A.5.3 **Disposal.** The Recipient agrees that any disposal of asset including, without limitation, the sale and lease or any other disposition of any asset purchased or created with the Funds or for which Funds were provided, will be in accordance with the terms and conditions set out 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 set out in Schedule "F" (Reporting and Evaluation), 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 the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project.
- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for the Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A.7.3 Inspection.

- (a) The Province, its authorized representatives or an independent auditor identified by the Province may, at its own 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, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);

- (ii) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

(b) The Recipient will ensure Contracts include the right of the Province, its authorized representatives, independent auditors and Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party for the purpose of such inspections and audits.

A.7.4 **Disclosure.** To assist in respect of the rights set out in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, 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 any control whatsoever over the Recipient's records.

A.7.6 **Auditor General.** 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 pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A.7.7 **Post-project Evaluation.** The Recipient agrees to conduct and submit to the Province a Post-project Evaluation following the evaluation procedures set out in Schedule "F" (Reporting and Evaluation), Article F.3.0 (Post-project Evaluation).

A.7.8 **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.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A.8.2 **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.

A.9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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.10.0 INDEMNITY

- A.10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, 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 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, at law or in equity. Each Party 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 prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province 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 conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of the Agreement, 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. 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 provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance). Upon the request of the Province, the Recipient will make available to the Province a copy of each 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 owing pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.8 (Maximum Funds and Recipient's Contribution), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION

A.13.1 **Termination Where No Appropriation.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature 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.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation), 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 **Events of Default.** It will constitute an 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).

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 set out 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 during the Term 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 referred to in section A.18.1 (Notice in Writing and Addresses).

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 set out 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, 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 acknowledges that it 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, 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 (a **“Failure”**) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (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 following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.7 (Interest), A.5.3 (Disposal) and A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 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), A.7.7 (Post-project Evaluation), and A.7.8 (Calculations), Article A.8.0 (Communications Requirements), Article 10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation) and 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), articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), and A.28.0 (Failure to Comply with Other Agreements), and this Article A.29.0 (Survival).

A.30.0 ABORIGINAL CONSULTATION

A.30.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule “I” (Aboriginal Consultation Protocol).

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province’s contribution under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement, naming municipal signing officers for the Agreement and, setting out the amount of the Recipient’s share of funding and a commitment to the Recipient’s share of funding;
 - (ii) the insurance certificate or other proof as the Province may request pursuant to section 11.2 (Proof of Insurance);
 - (iii) the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) written confirmation that the Recipient 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, with each of the land-owners upon which the Project is carried out;
 - each of the entities, if any, listed in Schedule “D” (Budget, Payment Plan and Timelines), section D.1.1 Funding Contributions), under “Contribution from Other Sources”; and
 - each of the Recipient’s partners, if any, the Recipient indicated in its expression of interest or application, or both, have agreed to maintain the Project; and
- (b) before any Funds are provided to the Recipient, the Recipient providing the Province with:
 - (i) written confirmation of the location of Project documents at the premises of the Recipient; and

- (ii) for the Project Milestone 2 (Award of Construction Contract) described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines), written confirmation that the Recipient:
- is in compliance with all Environmental Laws, including that the Recipient has completed any required environmental assessment and obtained all necessary approvals and permits; and
 - has obtained all required approvals and permits for the Project including, without limitation, any encroachment and land use permit from the Province.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.31.0 (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**

Maximum Funds (up to 50% of the total Eligible Costs to a maximum amount of)	\$ 325,000
Expiration Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Ontario Municipal Infrastructure Program Address: Sustainable & Innovative Transportation Office Transportation Policy Branch Ontario Ministry of Transportation 777 Bay Street, 30 th Floor Toronto ON M7A 2J8 Phone: 1-844-671-7438 Fax: 416-585-7204 Email: omcip@ontario.ca
Contact information for the Recipient	Name: Position: Address: Phone: Fax: Email:

SCHEDULE “C”

PROJECT DESCRIPTION

C.1.0 PROJECT GENERAL DESCRIPTION

In addition to the description provided in this Schedule “C” (Project Description), the Project description incorporates the description provided in the expression of interest dated July 29, 2015 and application dated November 26, 2015 the Recipient submitted to the Province under the OMCIP, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the Project description provided in any of the above documents and the Agreement, the Agreement will prevail.

Project Name

The Project is called *George Street Cycling Lanes* for the purposes of communications by the Recipient and will be referred to as the Project in this Schedule.

Project and Objective

The Project objective is to construct bike lanes on George Street to improve safety and access to destinations across the busiest downtown corridor in Peterborough.

Project Location

The Project is located in the City of Peterborough on George Street, from Hunter Street to Perry Street.

Linear Project Components

The design, construction and maintenance of the following:

- approximately 0.56 km of a one-way southbound, 1.50 m wide separated bicycle lane with a painted buffer on George Street from Hunter Street to Sherbrooke Street;
- approximately 0.14 km a two-way, 1.50 m wide conventional bicycle lane on George Street from Sherbrooke Street to Dalhousie Street;
- approximately 0.40 km of a two-way, 1.50 m wide conventional bicycle lane on George Street from Dalhousie Street to Rink Street; and,
- approximately 0.14 km of a two-way, 1.50 m wide conventional bicycle lane on George Street from Rink Street to Perry Street.

The Project will result in:

- the removal of the existing parking spaces on the west side of George Street south of Dalhousie Street between Perry Street and Sherbrooke Street; and,
- a 0.5 metre buffer painted between the parking lane and the cycling lane for 560 metres on George Street within the commercial downtown.

Non-Linear Project Components

The design, construction, installation and maintenance of the following:

- 3 intersection modifications;
- 1 bicycle actuated traffic control device;
- 6 bike racks;
- 30 cycling specific signs;
- 1 automatic bicycle counter; and,
- 3 traffic calming infrastructure.

Project Connections to Public Transit and/or Other Cycling Routes

The Project will connect to the following existing cycling routes:

- Trans-Canada Trail.

The Project will connect to the following transit:

- the Peterborough Transit Terminal which includes the downtown GO stop, the Greyhound bus station, carshare vehicle stand, taxi stands and bicycle parking.

Additional Data Collection Requirements

The Recipient will complete additional data collection which will include:

- bicycle and pedestrian counts before and after Project completion;
- vehicle operating speed evaluations before and after Project completion;
- monitoring of collision data before and after Project completion; and,
- a qualitative survey after Project completion.

Other Project Requirements

Where applicable, the Applicant must apply for and obtain all permits (Encroachment and Building/Land Use) as applicable through the Ministry's Corridor Management Office. As a condition of securing the MTO issued permits, where required, the City and MTO will negotiate and enter into a trail crossing agreement to outline responsibilities associated with the design, construction, maintenance, repair and potential future removal of the trail.

Note: The Recipient may, with the prior written consent and at the sole discretion of the Province, make minor changes to the Project as described in this Article C.1.0 (Project General Description).

SCHEDULE “D”

BUDGET, PAYMENT PLAN AND TIMELINES

D.1.0 BUDGET

In addition to the information provided in this Schedule “D” (Budget, Payment Plan and Timelines), the Budget, Payment Plan and Timelines incorporate the information provided in the expression of interest dated July 29, 2015 and application dated November 26, 2015 the Recipient submitted to the Province under the OMCIP, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the information provided in any of the above documents and the Agreement, the Agreement will prevail.

D.1.1 Funding Contributions

TOTAL PROJECT COSTS	TOTAL ELIGIBLE COSTS	MAXIMUM PROVINCIAL CONTRIBUTION (up to 50% of the total Eligible Costs and no greater than the Maximum Funds)	RECIPIENT CONTRIBUTION	CONTRIBUTION FROM OTHER SOURCES¹
\$745,000	\$650,000	\$325,000	\$420,000	

1. Provide a list of contributors (other sources) and the amount of financial assistance committed.

D.1.2 Budget for the Project

FISCAL YEAR	PROJECT ACTIVITIES	ELIGIBLE COSTS	PROVINCIAL CONTRIBUTION TO ELIGIBLE COSTS
2016-2017	Design and engineering	Recipient to confirm	Recipient to confirm
	Project management	Recipient to confirm	Recipient to confirm
	Materials, labour and construction	Recipient to confirm	Recipient to confirm
2017-2018	Design and engineering	Recipient to confirm	Recipient to confirm
	Project management	Recipient to confirm	Recipient to confirm
	Materials, labour and construction	Recipient to confirm	Recipient to confirm
Total		\$650,000	\$325,000

Note: The provincial fiscal year starts April 1 and ends March 31 of the following year.

D.2.0 PAYMENT PLAN AND TIMELINES

Subject to the terms and conditions of the Agreement having been met, the Ministry will provide Funds to the Recipient as set out below. The total provincial contribution will not exceed the Maximum Funds. For greater clarity, Eligible Costs can begin to accrue as of January 1, 2016 as set out in Schedule “E” (Eligible and Ineligible Costs), section E.1.1 (Eligible Costs Date of Effect).

PROJECT MILESTONE NUMBER	PROJECT MILESTONE DESCRIPTION	PERCENTAGE OF PROVINCIAL CONTRIBUTION	MAXIMUM PROVINCIAL CONTRIBUTION	EXPECTED COMPLETION DATE	REQUIRED DOCUMENTATION
1	Award of Design Contract	25%	\$81,250	Post Effective Date (Milestone payment to be requested post Effective Date)	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the design Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment form in the form provided in Sub-schedule J.4 (Request for Payment Form)
2	Award of Construction Contract	25%	\$81,250	Post Effective Date	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the construction Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient

					<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)
3	Submission of Certificate of Substantial Completion	35%	\$113,750	07/2017	<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Solemn Declaration of Substantial Completion in the form provided in Sub-schedule J.3 (Solemn Declaration of Substantial Completion) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)
4	Acceptance of Post-construction Report	15%	\$48,750	10/2017	<ul style="list-style-type: none"> • Completed Post-construction Report • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)

SCHEDULE “E”

ELIGIBLE AND INELIGIBLE COSTS

E.1.0 ELIGIBLE COSTS

E.1.1 Eligible Costs Date of Effect. Eligible Costs can begin to accrue as of January 1, 2016.

E.1.2 Scope of Eligible Costs. Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the Project. Eligible Costs include only the following:

- (a) Project design and engineering;
- (b) Project management;
- (c) materials to carry out the Project;
- (d) labour contracted solely to carry out the Project; and
- (e) 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.2.0 INELIGIBLE COSTS

E.2.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E.1.0 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.2.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Costs:

- (a) landscaping;
- (b) communications events, including educational or promotional signage;
- (c) lighting between intersections;
- (d) new curb and gutter, unless necessitated by Project design and otherwise approved in writing by the Province;
- (e) interlocking pavers;
- (f) shelters and benches for resting;
- (g) labour and administrative costs associated with data collection and the Recipient’s regular business;
- (h) costs associated with environmental assessments;
- (i) rolling stock (e.g., truckers and graders);
- (j) storage costs for projects which extend for more than one year;
- (k) financing charges;
- (l) addition/modification of adjacent pedestrian infrastructure, unless it primarily benefits cyclists or is necessitated for the Project design, or both, and has received the Province’s prior written approval;
- (m) acquisition of land and any interest in land;
- (n) GIS mapping, unless necessitated for the Project design and has otherwise received the Province’s prior written approval;
- (o) in-kind contributions, including labour and materials;

- (p) work that has been completed prior to January 1, 2016;
- (q) non-linear infrastructure (e.g., bike racks, counting equipment and signs) that is not located on or adjacent to the proposed linear infrastructure;
- (r) addition/modification of an intersection primarily to benefit motor vehicles;
- (s) addition/modification of a turning lane for motor vehicles, unless necessitated for the Project design and has received the Province's prior written approval;
- (t) road resurfacing outside the cycling infrastructure;
- (u) addition/modification of adjacent pedestrian infrastructure, unless it primarily benefits cyclists or is necessitated for the Project design and has received the Province's prior written approval;
- (v) other infrastructure additions/modifications that do not enable cycling (e.g., decorative lighting); and
- (w) other costs which are not specifically listed as Eligible Costs under this Schedule "E" (Eligible and Ineligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to 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;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient;
- (k) Recipient's upgrades not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E.2.3 Costs Over and Above Project Scope. The Province will not fund expenditures related to activities undertaken as part of the Project that are over and above the scope of the Project. 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 in Schedule “C” (Project Description).

SCHEDULE “F”

REPORTING AND EVALUATION

F.1.0 INTERIM FINANCIAL REPORT

F.1.1 If the Project spans over one Fiscal Year, the Recipient must submit to the Province an interim financial report no later than 30 days after March 31 of the first Fiscal Year. This report shall be in a form satisfactory to the Province and certified by both the Recipient’s chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient and a professional engineer. The report shall identify any actual or potential issues in carrying out the Project and corresponding mitigating strategies. The interim financial report will also include, if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F.2.0 POST-CONSTRUCTION REPORT

F.2.1 **Post-construction Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will be required to submit a Post-construction Report to the Province for the Project (the “**Post-construction Report**”) by the earlier of 90 days after the Substantial Completion Date or March 2, 2018. The Recipient will for the submission of the Post-construction Report follow such administrative procedures as are specified from time to time by the Province. The Post-construction Report will be in a form satisfactory to the Province and will include:

- (a) a detailed description of the Project as completed, including photographs;
- (b) particulars of how the communications requirements set out in Schedule “G” (Communications Protocol) have been implemented or applied;
- (c) financial statements and, if requested by the Province, financial statements audited by an independent external auditor. Such audit will be carried out under the Recipient’s management and at the Recipient’s expense;
- (d) details of and explanations for any variance from the Project including, without limitation, Schedule “C” (Project Description) and Schedule “D” (Budget, Payment Plan and Timelines);
- (e) details of how the objectives of the Project and of the Province of Ontario have been met;
- (f) how/when usage data will be collected to identify the Project’s benefits and when the results will be communicated to the municipal council and to the Province (see section F.3.1 (Completion of Post-project Evaluation));
- (g) if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it; and
- (h) any other information respecting the Project the Province may request.

F.3.0 POST-PROJECT EVALUATION

F.3.1 Completion of Post-project Evaluation.

- (a) As required pursuant to section A.7.7 (Post-project Evaluation) and unless the Province otherwise agrees upon, at its sole discretion and in writing, the Parties agree to conduct a Post-project evaluation.
- (b) The purpose of the Post-project Evaluation is to:
 - (i) inform the Recipient of the benefits of the Project; and
 - (ii) assist the Province in assessing the Project implementation to inform future delivery of municipal cycling infrastructure programs for which provincial transfer payments are provided.
- (c) The Recipient further agrees to prepare, as required pursuant to section F.3.2 (Post-project Evaluation Report and Timelines), the Post-project evaluation report.
- (d) The Recipient agrees that the Project evaluation report is in addition to the Post-construction Report pursuant to section F.2.1 (Post-construction Report).
- (e) The Recipient acknowledges and agrees that the Post-project evaluation report will be a public document.

F.3.2 Post-project Evaluation Report and Timelines.

- (a) The Recipient will provide the Province with a Post-project Evaluation report within 90 days of the last count of cyclists carried out pursuant to this section F.3.2 (Post-project Evaluation Report and Timelines).
- (b) The Post-project Evaluation report will include any data collection requirements described in Schedule "C" (Project Description).
- (c) The Post-project Evaluation report will include the counts described in paragraphs F.3.2 (d), (e) (f) (g) and (h).
- (d) The Recipient agrees that the Post-project Evaluation report will include automated counter counts of cyclists using the new infrastructure put in place as part of the Project or manual counts of cyclists. Two 2-hour counts, at a minimum, must be provided:
 - (i) one on a Tuesday, Wednesday or Thursday between 15:00 and 19:00; and
 - (ii) another one on the previous or following Saturday between 12:00 and 14:00.
- (e) If there is a sidewalk adjacent to the new infrastructure, cyclists using the adjacent sidewalk must also be counted and reported for the periods described in paragraph F.3.2(c) as part of the Project evaluation report.

- (f) For the purpose of a count carried out pursuant to paragraphs F.3.2(d) and (e), the date that the count was conducted must be specified, as well as the weather conditions at the time of the count. If the Recipient already has an established counting program, the Recipient can, if that program includes the above two required counts, use it and submit extra data, if any.
- (g) In addition to the counts described in paragraph F.3.2(d) and, if applicable, (e), if the Recipient receives Funds for:
 - (i) portable automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over two weeks; or
 - (ii) permanent automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over 36 months.
- (h) Counts pursuant to:
 - (i) paragraphs F.3.2(d), (e) and (g)(i) must be carried out within 20 months, at the earliest, and 24 months, at the latest; and
 - (ii) paragraph F.3.2(g)(ii) must be carried out within 36 months, at the latest, of the date the new infrastructure is opened to the public.

F.3.3 **Costs.** The Recipient will be responsible for its own costs in relation to the Post-project Evaluation.

SCHEDULE “G”

COMMUNICATIONS PROTOCOL

G.1.0 PURPOSE

- G.1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient's responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

G.2.0 GENERAL PRINCIPLES

- G.2.1 **Joint Communications.** The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G.2.2 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G.2.3 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G.2.4 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G.2.5 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G.2.6 **Approval of Province.** All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G.3.0 PROJECT COMMUNICATIONS

- G.3.1 **General.** All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.
- G.3.2 **Provincial Funding Statement.** All public information material made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.
- G.3.3 **Project Promotion.**
- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place.

The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.
- (d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

G.4.0 COMMUNICATING WITH THE PUBLIC

G.4.1 General.

- (a) The Recipient will notify and consult with the Province, a minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G.3.3(b).

G.4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

- G.4.3 **Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule “G” (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.
- G.4.4. **News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.
- G.4.5 **News, Conferences, Public Announcements, Official Events or Ceremonies.**
- (a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
 - (b) No public announcement relating to the Project, with the exception of those notices described in paragraph G.3.3(b), will be made by the Recipient without the prior consent of the Province.
 - (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.
- G.4.6 **Signage.**
- (a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province’s contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to other contributors’ Project signage. The signage will remain in place until 90 days after construction is completed.
 - (b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The sign shall be black and white and include the trillium logo and the words “Funding by the Province of Ontario”. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.
 - (c) Except for signage acknowledging the Project funding, traffic control, safety devices, wayfinding, instructional, educational, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.
- G.4.7 **Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out Project related communications events, including educational and promotional signage.

- G.4.8 **Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.
- G.4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE “H”

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITION

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

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under 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 **Repayment.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of 10 years from the Substantial Completion 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, constructed, repaired, rehabilitated or improved, in whole or in part, with Funds, other than to the Province, a Local Government or a Crown agent of the Province. Upon disposition, unless the Province otherwise approves 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 forth herein below:

Where asset is 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 two years after the Substantial Completion Date of the Project	100%
More than two and less than five years after the Substantial Completion Date of the Project	90%
More than five and less than 10 years after the Substantial Completion Date of the Project	75%
More than 10 years after the Substantial Completion Date of the Project	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any asset of the Project, directly or indirectly, during the 10 year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in section H.2.1 (Repayment) and with the Province's prior written approval, 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 to which the Province has contributed under the Agreement 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 10 complete Fiscal Years following the Substantial Completion 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, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) 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 Province, in the Province’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 Schedule “F” (Reporting and Evaluation), Article F.1.0 (Interim Financial Report) and Article F.2.0 (Post-construction Report).

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 Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province'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 as the Province may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE “J” REQUEST FOR PAYMENT AND PAYMENT PROCEDURES

DEFINITIONS

For the purposes of this Schedule “J” (Request for Payment and Payment Procedures):

“Final Payment” means the payment by the Province for the Project Milestone 4 (Acceptance of Post-construction Report) described Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

“Request for Payment” means a request for payment, in the form set out in Sub-schedule “J.4” (Request for Payment Form), which describes the Eligible Costs for which the Recipient is requesting payment by the Province and provides related information.

J.1.0 REQUEST FOR PAYMENT

J.1.1 Request for Payment Procedures. The Recipient agrees that the procedures set out in Article J.2.0 (Request for Payments for Eligible Costs of Project Milestones) will apply to Requests for Payment the Recipient submits to the Province pursuant to the Agreement.

J.2.0 REQUEST FOR PAYMENTS FOR ELIGIBLE COSTS OF PROJECT MILESTONES

J.2.1 Timing and Documents for Payment Requests. The Recipient agrees to submit a Request for Payment to the Province within 60 days of reaching a Project Milestone. The Recipient agrees to submit, for each type of payments listed below, the following documents:

- (a) for each Project Milestone Payment (except for the Final Payment):
 - (i) a Request for Payment fully and accurately completed;
 - (ii) a certification and request, using the form of certificate in Sub-schedule “J.1” (Certificate from Recipient) signed by the Recipient chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient; and
 - (iii) the documentation described in Schedule “D” (Budget, Payment Plan and Timelines); and
- (b) for the Final Payment, a Post-construction Report, as required pursuant to Schedule “F” (Reporting and Evaluation), Article F.2.0 (Post-construction Report); and
- (c) for any payment, such other information as the Province may request.

J.3.0 PAYMENTS

J.3.1 Timing and Amounts. The projected timing and amounts of the Project Milestone Payments is described in Schedule “C” (Project Description) and Schedule “D” (Budget, Payment Plan

and Timelines). Subject to annual appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 60 days of receipt of a Request for Payment fully completed in accordance with this Schedule “J” (Request for Payment and Payment Procedures). The Province will under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article J.3.0 (Payments).

J.4.0 TIME LIMITS FOR PAYMENT REQUESTS

- J.4.1 **Submission.** The Recipient will submit all Requests for Payments, as per section J.2.1 (Timing and Documents for Payment Requests), and the request for the Final Payment no later than March 2, 2018.
- J.4.2 **Province No Obligation.** The Province will have no obligation to provide funding for a payment request submitted after March 2, 2018.

J.5.0 FINAL ADJUSTMENTS

- J.5.1 **Final Adjustments.** After the Recipient has submitted its Post-construction Report and before the Expiration Date, the Parties will jointly carry out a final reconciliation of all payment requests and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 FINAL PAYMENT

- J.6.1 **Final Payment.** Following delivery of the completed Post-construction Report and upon completion of all adjustments in accordance with Article J.5.0 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder, if any, of its contribution pursuant to paragraph A.4.1(a).

SUB-SCHEDULE “J.1”

CERTIFICATE FROM RECIPIENT

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the Chief Administrative Officer for the Recipient or another authorized representative]**

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

Telephone No.: **[insert telephone number of the Recipient’s representative]**

Facsimile No.: **[insert facsimile number of the Recipient’s representative]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program 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 City of Peterborough (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert name and title of the Recipient’s 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 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 Project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Project in compliance with the Agreement; and
 - d. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. Attached is the Request for Payment, which is true and accurate, and relates to costs on account of the Project.
3. The Funds will only and entirely be used for Eligible Costs and 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 Costs of the Project pursuant to paragraph A.4.1(a) of Schedule "A" (General Terms and Conditions).

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.2"

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: [insert address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Telephone: [insert telephone number of the professional engineer]

Facsimile: [insert facsimile number of the professional engineer]

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program 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 City of Peterborough (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [insert 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. in the case of a request for payment for Eligible Costs, as defined in the Agreement, the _____ Project Milestone, as described in Schedule "D" (Budget, Payment Plan and Timelines):

a. has been completed; and

b. has not changed, unless such change has been approved, in advance and in writing, by the Province;

2. the request for payment is for Eligible Costs;

3. the work conforms with Schedule “C” (Project Description) of the Agreement, unless a change has been approved, in advance and in writing, by the Province; and

4. the work conforms with the requirements set out in paragraph A.4.11(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

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

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.3"

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: [insert address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Telephone: [Insert telephone number of the professional engineer]

Facsimile: [Insert facsimile number of professional engineer]

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program 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 City of Peterborough (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [insert the name 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 declaration, do solemnly declare as follows:

1. I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit.
2. The work identified as Project in the Agreement has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "**Substantial Completion Date**").
3. The value of substantially completed work on the Project is _____ [insert the amount in Canadian dollars].

4. The work:

- a. was carried out by _____ **[insert the name of the prime contractor]**,
between _____ **[insert the start date]** and _____ **[insert the completion date]**;
- b. was supervised and inspected by qualified staff;
- c. conforms with the plans, specifications and other documentation for the work;
- d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented;
- e. conforms with Schedule “C” (Project Description) of the Agreement except as the Province has otherwise approved in advance and in writing; and
- f. conforms with the requirements set out in paragraph A.4.11(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

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

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE “J.4”

REQUEST FOR PAYMENT FORM

REQUEST FOR PAYMENT

Recipient Name: _____

Date: _____

Project Name: _____

Project Milestone Request for Payment#: _____

Project Status:

- | | |
|---|--|
| <input type="checkbox"/> On track | <input type="checkbox"/> Delayed. Change to Fiscal Years in which Requests for Payment will be made. |
| <input type="checkbox"/> Delayed. No change to Fiscal Years in which Requests for Payment will be made. | <input type="checkbox"/> Complete. |

Maximum Provincial Contribution for the Project Milestone as per the Budget: \$_____

Contribution Requested from the Province for the Project Milestone: \$_____

Please complete the table below. For the “Amount of any cost overruns” and “Previous Request for Payment(s)”, please provide the total amounts to date, not the amounts indicated in the prior Request for Payment.

Project Activity	Total Eligible Costs amount as per Budget	Provincial contribution to Eligible Costs as per Budget	Amount of any cost overruns	PREVIOUS REQUEST(S) FOR PAYMENT			CURRENT REQUEST FOR PAYMENT			
				Total contribution by the Province to date	Total contribution by the Recipient to date	Total contribution from other sources to date	Description of Eligible Costs in current Request for Payment	Contribution sought from the Province	Contribution by the Recipient	Contribution from other sources
Design/ Engineering										
Project Management										
Materials, Labour and Construction										
Total										

If necessary, provide additional details or breakdown of Eligible Costs on a separate sheet.

Recommended for payment request:

Date

[insert the name of the Recipient’s representative]

Recommended for payment:

Date

Director, Transportation Policy Branch