

Bill No. 213  
2023

By-law No. A.-\_\_\_\_\_

A by-law to approve and authorize the execution of the Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund (the “Agreement”) substantially in the form attached as Schedule “A” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Contribution Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Environment and Infrastructure or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Environment and Infrastructure or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.

6. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023, subject to the provisions of Part VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – July 25, 2023  
Second Reading – July 25, 2023  
Third Reading – July 25, 2023

**CANADA – CITY OF LONDON**  
**PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND**  
**CONTRIBUTION AGREEMENT FOR STONEY CREEK PATHWAY CONNECTION TO**  
**THE THAMES VALLEY PARKWAY**

This Agreement is made as of the date of last signature

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND**  
**THE CORPORATION OF THE CITY OF LONDON**,  
 (the “Recipient”),

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

**RECITALS**

**WHEREAS** the Active Transportation fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over 5 years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program entitled the Permanent Public Transit Program – Active Transportation Fund (“the Program”);

**WHEREAS** the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

**WHEREAS** Canada provided a letter on December 23, 2022 to City of London indicating an approval-in-principle of funding of the project proposal enabling City of London to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

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

**NOW THEREFORE**, the Parties agree as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026.

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

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

“**Committee**” means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone

events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

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

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

“**Eligible Expenditures**” means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Final Claim Date**” means December 31, 2025.

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

“**Interim Report**” means the report described in Schedule C.1.

“**Joint Communications**” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

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

“**Project**” means the project as described in Schedule B (The Project).

“**Project Approval Date**” means December 22, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“**Project Completion Date**” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than October 31, 2025.

“**Substantial Completion Date**” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources.

## **1.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## **1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULES**

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

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

## 2. PURPOSE OF AGREEMENT

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

## 3. OBLIGATION OF THE PARTIES

### 3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than sixty percent (60%) of the total Eligible Expenditures for the Project but only up to a maximum of one million two hundred thousand dollars (\$1,200,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds sixty percent (60%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

### 3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will repay to Canada any payment received for disallowed costs, and all ineligible costs, surpluses, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 19.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) During the Asset Disposal Period the Recipient will ensure:
  - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,

- ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.

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

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

### **3.4 FISCAL YEAR BUDGETING**

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

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

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 19.14 (Amendments).

### **3.6 INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

### **3.7 CONDITION PRECEDENT**

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. In respect of an Asset, the Recipient secures and confirms to Canada the necessary rights or interests in the real property associated with

that Asset.

- ii. The Recipient has provided, and Canada has accepted, confirmation that all funding required to complete the Project has been secured.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.7 (a) (Condition(s)), Canada may terminate the Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of the Agreement.

#### 4. RECIPIENT REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS<sup>1</sup>

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT "as duly authorized by [BY-LAW REFERENCE], dated [DATE]";
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

#### 5. AGREEMENT MONITORING COMMITTEE

[INTENTIONALLY OMITTED]

#### 6. CONTRACT PROCEDURES

##### 6.1 AWARDING OF CONTRACTS

<sup>1</sup> This section is a standard clause for contracts. Reps and warranties are statements by which one party gives certain assurances to the other, and on which the other party may rely. A representation is commonly a declaration of a specific fact that can be verified to be true or not, e.g., "recipient represents that it is a corporation duly organized and validly existing under the laws of the state of Delaware." A warranty may be more of an assurance, e.g. "lobbying". Canada may rely on certain remedies if the representations and warranties are not accurate or are not fulfilled.

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner that is otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

## **6.2 CONTRACT PROVISIONS**

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

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

## **7. ENVIRONMENTAL AND IMPACT ASSESSMENT**

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

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

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

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

## **8. INDIGENOUS CONSULTATION**

### **8.1 INDIGENOUS CONSULTATION**

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



## 8.2 **CHANGES TO THE PROJECT OR OTHERWISE**

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

## 9. **CLAIMS AND PAYMENTS**

### 9.1 **PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after December 31, 2025, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

### 9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;

- iii. any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

### **9.3 FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit a final claim to Canada by December 31, 2025 covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
- i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
  - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
  - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
  - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
  - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

### **9.4 RETENTION OF CONTRIBUTION**

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the Final Report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

### **9.5 DECLARATION OF SUBSTANTIAL COMPLETION**

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

## **10. REPORTING**

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

## **11. INFORMATION MANAGEMENT**

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this agreement, including Section 10 (Reporting) and any other obligations of the recipient as requested by Canada.

## **12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

### **12.1 RECIPIENT AUDIT<sup>2</sup>**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles).

### **12.2 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

### **12.3 CORRECTIVE ACTION**

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receipt of any audit findings or recommendations, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

### **12.4 RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

### **12.5 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

## **13. COMMUNICATIONS**

### **13.1 COMMUNICATIONS PROTOCOL**

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

### **13.2 RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

### **13.3 PUBLIC INFORMATION**

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

- a) its name, the amount awarded by Canada, and the general nature of the

<sup>2</sup> A Recipient Audit is defined as an audit contracted by Canada. Its scope is tailored to the needs of the Department, the type of Recipient and the areas where additional assurance is needed.

Project; and

- b) any evaluation or audit report and other reviews related to this Agreement.

#### **13.4 OFFICIAL LANGUAGES**

The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. The Recipient will:

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

### **14. INTELLECTUAL PROPERTY**

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

### **15. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

### **16. DEFAULT**

#### **16.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

## **16.2 DECLARATION OF DEFAULT**

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

## **16.3 REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

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

### **17.1 DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### **17.2 LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

### **17.3 INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## 18. ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
  - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
  - ii. for a Non-Owned Asset, ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient

## 19. GENERAL

### 19.1 PUBLIC BENEFIT

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

### 19.2 SURVIVAL

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

### 19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

### 19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

### 19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

### 19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

### 19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### 19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation,

guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

**19.10 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

**19.11 ASSIGNMENT**

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

**19.12 COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

**19.13 SEVERABILITY**

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

**19.14 AMENDMENTS**

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding Section 19.14(a) (Amendments), updates to the cashflow in Schedule B.2 (Project Budget) made pursuant to Section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

**19.15 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

**19.16 NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following

coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund  
Infrastructure Canada  
180 Kent Street Ottawa Ontario  
ATF-FTA@infc.gc.ca

Recipient:

The City of London  
City Hall  
300 Dufferin Avenue  
London, Ontario  
N6A 4L9  
Attention: Stephanie Wilson, Manager, Parks Long Range Planning & Design  
Email: [stwilson@london.ca](mailto:stwilson@london.ca)  
Fax: 519-963-1483

Such notice will be deemed to have been received:

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

#### **19.17 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

#### **19.18 GOVERNING LAW<sup>3</sup>**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

#### **19.19 SUCCESSORS AND ASSIGNS**

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

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<sup>3</sup> Any disputes relating to the agreement will be interpreted according to the laws of the province or territory indicated in this section, and adjudicated by the courts in that same province or territory. Only the laws of one province or territory may be indicated in this section. If the Recipient's headquarters and project location are different, use province/territory of headquarters.



**20. SIGNATURES**

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the City of London by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Per: Mark Matz, Director General,  
Public Transit, Infrastructure Canada

\_\_\_\_\_  
Per: Josh Morgan  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Michael Schulthess  
City Clerk

\_\_\_\_\_  
Date

## SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

### SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project and are incurred by an eligible recipient, excluding those explicitly identified in Schedule A.2: Ineligible Expenditures.

Eligible projects include active transportation capital projects and active transportation planning projects. Capital projects refer to new infrastructure construction, enhancement of existing infrastructure, and fixed design and safety features that encourage increased active transportation. Eligible capital projects include, but are not limited to:

- Building or enhancing infrastructure for active transportation, such as multi-use paths, sidewalks, footbridges, separated bicycle lanes, and connections to other roadways (this could include nature trails and other infrastructure which could support recreation, so long as this infrastructure can be demonstrated to reflect merit criteria);
- Enhancing active transportation infrastructure, including design considerations in which there may be no net gain in kilometers of infrastructure, but quality improvements that support greater usage;
- Building or enhancing design features and facilities which promote active transportation, such as storage facilities, lighting, greenery, shade, and benches;
- Building or enhancing safety features which promote active transportation, such as crosswalks, medians, speed bumps, and wayfinding signage.

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Final Claim Date; and
- consist of the following categories of expenditures:
  - Construction of infrastructure assets, e.g., cycling or walking paths.
  - Expenditures directly associated with joint federal communication activities and with federal project signage;
  - Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
  - Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
  - Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
  - The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
    - There is a lack of private sector capacity to undertake the work; or
    - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
    - A collective agreement requires the recipient to use their own unionized employees for certain project work.
  - Costs associated with project monitors or independent certifiers

Project expenditures will only be eligible as of project funding approval, except for expenditures associated with Climate Lens assessments and Indigenous consultation which are eligible before project funding approval, but can only be reimbursed if and when project funding is approved and a contribution agreement has come into force.

## **SCHEDULE A.2: INELIGIBLE EXPENDITURES**

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section A.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations.

## SCHEDULE B – THE PROJECT

### **SCHEDULE B.1: PROJECT DESCRIPTION**

**Project Description:**

The project will construct approximately 1.2km long new multi-use pathway. The project will implement multi-use pathway connections within the Windermere Road and Adelaide Street North Right of Ways to effectively link the Stoney Creek neighbourhood to the Thames Valley Parkway multi-use pathway system, London's rapid transit system, and London's primary transit area in the downtown core.

The project will create an efficient, inclusive, and connected active transportation network that encourages a modal shift away from cars. All pathways are fully accessible providing access to nature for Londoners of all abilities.

**Objective(s):**

The objective of the Active Transportation Fund is to increase the total amount, usage, and quality of active transportation infrastructure throughout Canada. In advancing this objective, the Active Transportation Fund would also support the goals of the Strengthened Climate Plan and improve the resilience of communities.

In recognition that almost every journey begins and ends with a form of active transportation, the Fund would prioritize safety and security of Canadians and seek to enhance the impact of other modes of transit by supporting first-and-last kilometre connections to existing and planned infrastructure.

**Activities:**

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

Asset Type	Estimated Length (km) / Count
Multi-use paths	1.2 km

**Project Outcomes:**

In order to illustrate how the Project will contribute to the Program's outcomes, the Recipient will collect performance data and report on performance indicators. The information concerning these indicators must be provided within the Annual Report and/or Final Report submitted to Canada.

Canada may update and refine the Program's outcomes and performance indicators in order to support performance measurement and reporting to Parliament and Canadians. Any updates will be discussed with the Recipient and will be made administratively through an exchange of written correspondence between the Parties.

The performance indicators in the Annual Report and/or Final Report may include the following, as applicable:

<b>Project Expected Results</b>	
	<b>Performance Indicators</b>
<b>Immediate Outcomes</b>	
Increased capacity of active transportation infrastructure	Total kilometres of new active transportation infrastructure built
Improved active transportation infrastructure	Total kilometres of active transportation infrastructure enhanced
	Total number of safety elements added
	Total number of user experience improvements added
<b>Intermediate Outcomes</b>	
Increased access to active transportation infrastructure	Community connections created

**SCHEDULE B.2: PROJECT BUDGET**

**Table 1:**

<b>Project Budget</b>	<b>Amount</b>
<b>Total Project Cost</b>	\$2,000,000
<b>Total Eligible Cost</b>	\$2,000,000

**Table 2:**

<b>Total INFC Contribution</b>	<b>Annual Breakdown</b>			<b>Total</b>
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	
<b>INFC Contribution</b>	N/A	\$180,000	\$1,020,000	\$1,200,000

**Table 3: Other Sources of Funding**

<b>Source</b>	<b>Amount</b>
City of London	\$800,000
<b>Total Other Sources of Funding</b>	\$800,000

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

<b>Payment Period</b>	<b>Required Documents</b>	<b>Frequency</b>	<b>Payment Date</b>
Progress Claims	<u>Interim Report, including:</u> <ul style="list-style-type: none"> <li>• Progress Report</li> <li>• Financial Report (claim form, updated cashflow, and Certificate of Compliance for Progress Claim)</li> </ul>	At least once per fiscal year, no later than September 15.  Additional claims may be submitted by the Recipient, no more frequently than every 3 months.	Within 30 calendar days of approval of required documents by Canada
Year-end Claim	<u>Year-end Financial Report, including:</u> <ul style="list-style-type: none"> <li>• Claim form (for costs incurred up to March 31)</li> <li>• Updated Cashflow</li> <li>• Certificate of Compliance for Progress Claim</li> </ul>	On or before five (5) business days after March 31.	Within 30 calendar days of approval of required documents by Canada.
Annual Report	<u>Annual Report:</u> (Described in Schedule C.2)	No later than sixty (60) days after March 31.	N/A
Final Claim	<u>Final Report:</u> (Described in Schedule C.3)	December 31, 2025	Within 30 calendar days of approval of required documents by Canada

## **SCHEDULE C – REPORTING REQUIREMENTS**

***The Recipient should contact the Active Transportation Fund in accordance with Section 19.16, to ensure the most up-to-date reporting forms are being used, prior to submitting them to Canada.***

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program.

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

- a) The Recipient will submit Interim Reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The Progress Report must include, at a minimum:
  - i. Recipient name, Project title and Project identification number;
  - ii. Reporting period dates;
  - iii. Construction dates;
  - iv. Summary of Project activities and progress achieved to date;
  - v. Update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
  - vi. Planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
  - vii. Confirmation of the Project's installed signage, if applicable; and
  - viii. Update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
  - i. Recipient name, Project title and Project identification #;
  - ii. Reporting period dates; and
  - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
  - i. a senior designated official, duly authorized by the Recipient; and
  - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

### ***SCHEDULE C.2: ANNUAL REPORT***

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
  - ii. Project title and Project identification number;
  - iii. Reporting period dates;
  - iv. Construction dates;
  - v. Confirmation of the Project's installed signage, if applicable;
  - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
  - vii. Summary of the implementation progress of the project, by project phase, including:
    - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
    - Planned Project activities for the upcoming Fiscal Year;
  - viii. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

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

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than December 31, 2025.
- d) The content of the Final Report will include at a minimum:
  - i. A general description of the Project's major achievements, including a aggregated information and data identified in Annual Reports for the period of the Project; in Annual Reports;
  - ii. A completed Schedule F (Declaration of Substantial Completion);
  - iii. Details of the funds and their management, including:
    - i. a description of Project activities and funds expended on Project activities for the period of the Project.
    - ii. an audit conducted by an independent third party for the period of the Project
    - iii. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
    - iv. a reconciliation of financial reporting.



**SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS**

**SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

**SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

*[If applicable, add:]*

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

*[If applicable, add:]*

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:  
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Signature

## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### ***SCHEDULE E.1: PURPOSE***

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to any Program funding and the Project funded under this Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### ***SCHEDULE E.2: GUIDING PRINCIPLES***

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits from each Party.

The communication activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

### ***SCHEDULE E.3: GOVERNANCE***

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

### ***SCHEDULE E.4: PROGRAM COMMUNICATIONS***

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

### ***SCHEDULE E.5: JOINT COMMUNICATIONS***

Canada, the Recipient, or other funding contributors may request to have Joint Communications about the Project.

Joint Communications include, but are not limited to, media events such as news conferences; in-person and virtual funding announcements; official milestone events or ceremonies like ground breakings and openings; and news releases.

The Parties agree to have regular media events about the funding and status of the Project. Key milestones may be marked by public events, news releases and/or other mechanisms.

Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.

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

The requestor of a Joint Communication will provide at least fifteen (15) business days of notice to the other Parties of their intention to undertake such a communication. If the Joint Communication activity is a funding announcement or milestone event, it will take place on and at a mutually agreed upon date, time, and location.

The Party undertaking these activities will provide equal opportunity for the other Parties to participate and choose their own designated representative. Each Party will be represented by an equal number of individuals, in joint communications and events, unless otherwise agreed upon. All Joint Communications will recognize the funding of all contributors.

The Ultimate Recipient of the Project will be responsible for providing communications and logistics support for both virtual or onsite events. Canada will be responsible for development, translation and approvals of joint communications products for funding announcements (ex. news releases, media advisories). Milestone communications (such as ground breakings and ribbon cuttings), will be coordinated by ultimate recipients and all funding partners will be invited and recognized. Communications materials (such as media advisories and news releases) for milestone announcements are developed by the ultimate recipient and will offer Canada and other funding partners the ability to contribute a quote.

All Joint Communications material related to media events must be approved by Canada and recognize the funding of all Parties (Canada, Provinces/Territories, Recipient and others as appropriate).

All Joint Communications material related to funding announcements must reflect Canada's Policy on Official Languages and the Federal Identity Program.

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

### **SCHEDULE E.6 INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

- a. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b. The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [photo@infrc.gc.ca](mailto:photo@infrc.gc.ca) along with the Project's name and location.

### **SCHEDULE E.7: OPERATIONAL COMMUNICATIONS**

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

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

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

**SCHEDULE E.8: SIGNAGE**

Canada, the Recipient and other funding contributors may request a Project sign recognizing their funding contribution to a Project.

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

The joint sign design, content, and installation guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.

Digital signage may also be used in addition to or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient agrees to inform Canada of federal sign installations, through the project progress report (Schedule C).

Where a physical sign is being installed, signage should be erected at the Project site(s) thirty (30) days, or one month, prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after the construction is completed and the infrastructure is fully operational or open for public use.

Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**SCHEDULE E.9: COMMUNICATIONS COSTS**

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

**SCHEDULE E.10: ADVERTISING CAMPAIGNS**

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

## SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION<sup>4</sup>

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. I hold the position of \_\_\_\_\_with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
  
2.
  - a) I have received the following documents for the [PROJECT NAME] Project:
    - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
    - ii. ...
  
  - b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the \_\_\_\_\_ day of the \_\_\_\_\_ 20\_\_.

*[Insert #3, if applicable:]*

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

*[Insert #4, if applicable:]*

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

<sup>4</sup> Include known documents required under the program in in the space provided. Use a separate line for each document using the same text/approach as in subparagraph i of each section. Additional documents may be added to this schedule over the course of the agreement on concurrence of the Parties. If applicable, as per Section 5 (Agreement Monitoring Committee), the AMC may review and recommend at any point over the duration of the Agreement that notice be provided to change this schedule. As per Section 9 (sub-section 9.3 or 9.5 depending on the circumstance) - Declaration of Substantial Completion - the Recipient is to request confirmation in writing from Canada as to whether the list of documents is complete prior to signing the Declaration and submitting it to Canada with the final claim.

(Profession, e.g. environmental consultant or other applicable professional).

ii. ...

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

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

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

\_\_\_\_\_  
Signature