

CANADA – TOWN OF ORANGEVILLE

PERMANENT PUBLIC TRANSIT PROGRAM – ZERO EMISSION TRANSIT FUND

AGREEMENT FOR THE TOWN OF ORANGEVILLE - PLANNING - FEASIBILITY STUDY AND FLEET TRANSITION PLAN PROJECT

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 TOWN OF ORANGEVILLE**, continued or incorporated pursuant to the *Municipal Act, 2001* (the “Recipient”)

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

RECITALS

WHEREAS the Government of Canada established in 2021 the \$2.75 billion Zero Emission Transit Fund (“the Program”) that includes an initiative to support public transit bus operators plans for electrification;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program;

WHEREAS the Program aims to support public transit bus fleet electrification, and to provide public transit bus operators eligible to apply under the Zero Emissions Transit Fund (“ZETF”) access the strategic, operational and technical planning required to enable the deployment of zero emission buses (ZEBs);

WHEREAS the Recipient is a local governing body which is eligible under the Program and has submitted to Canada an application dated **May 16, 2022**, which successfully qualifies for funding under the Program;

WHEREAS Canada provided a letter on **July 8, 2022**, to **the Town of Orangeville** indicating an approval-in-principle of funding of the project proposal enabling **the Town of Orangeville** to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible to carry out the Project as described in Schedule B (“the Project”) and Canada wishes to provide financial support for the sole purpose of carrying out the Project;

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 **June 01, 2024**

“**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.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending on **June 01, 2024**.

“**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.

“**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).

“**Fair Value**” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“**Final Claim Date**” means **March 01, 2024**.

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

“**In-Kind Contributions**” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

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

“**Project Approval Date**” means **July 6, 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 **December 01, 2023**.

“**Project Component**” means any of the components of the Project as described in Schedule B (Project Components and Cashflow).

“**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, including In-Kind Contributions, and any amounts paid under a Planning Project Agreement.

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

2. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will contribute funding to the Recipient solely for the purpose of carrying out the Project as described in Schedule B.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of **eighty-three thousand two hundred and eighty dollars (\$83, 280)**.
- 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 eighty percent (80%) 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, 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 inform Canada promptly of the Total Financial Assistance received or due for the Project.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) 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 15.6 (Set-off by Canada).
- f) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- g) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B (The Project).

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 15.14 (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 12 (Default) and Canada may declare a default pursuant to Section 12 (Default).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by [BY-LAW], 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;
- 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 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

5.1 ESTABLISHMENT AND DISSOLUTION

- a) Within thirty (30) business days of the Effective Date, the Parties will establish a Committee of four (4) members, including one Federal Co-chair and other federal member, and one Recipient Co-chair and other Recipient member, to administer and monitor this Agreement.
- b) The Parties agree to notify the other of the appointment within the thirty (30) day period. Any change to the appointment will be communicated to the other Party in writing.
- c) The Committee will exist until both Parties agree in writing that the Committee is no longer needed and that the Committee may be dissolved.

5.2 MANDATE

The Committee will:

- d) monitor the progress of the Project;
- e) act as a forum to resolve potential issues and address concerns regarding the implementation of the Agreement;
- f) monitor compliance with the terms and conditions of this Agreement;
- g) confirm progress report templates and review the reports set out in Schedule C (Reporting Requirements);
- e) review the information in Schedule B (The Project) and as necessary, recommend to the Parties amendments to Schedule B (The Project);
- f) attend to any other function required by this Agreement or as mutually agreed to by the Parties;

5.3 MEETINGS, RECOMMENDATIONS AND DECISIONS

- g) The Committee may meet as often as necessary but must meet at least once a year.
- h) All recommendations and decisions of the Committee must be unanimous and recorded in writing.
- i) If the Committee cannot arrive at a unanimous decision or recommendation, the Committee will refer the matter to the Parties for resolution.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- 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 otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract 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.

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 five (5) 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. CLAIMS AND PAYMENTS

7.1 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 the Final Claim Date, unless otherwise accepted by Canada.
- c) 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.

7.2 EXPENSE CLAIMS

- a) The Recipient will submit Expense Claims to Canada for the Project, in accordance with Schedule B.3 (Expense Claims Frequency Table), covering the Recipient's Eligible Expenditures for the Project in a form acceptable to Canada. Each Expense must include the following:
 - i. a certification by **[INSERT EITHER "the Recipient Co-chair" OR "a senior official designated in writing by the Recipient"]** in the form set out in Schedule D.1 (Certificate of Compliance for Expense Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed and an updated cashflow, in accordance with Schedule B.2 (Project Budget) in the form set out by Canada;
 - iii. Upon request by Canada, any documentation in support of Eligible Expenditures claimed;
 - iv. A confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule B.2 and B.3 (Other Contributors to the Project); and
 - v. Projected Eligible Expenditures for the remainder of the Project and an updated Schedule B.2, if revisions are required.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

7.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit one (1) final claim to Canada for the Project by the Final Expense Claim Date in a form acceptable to Canada. The final claim for the Project must include the following:
 - i. a certification by **[INSERT EITHER "the Recipient Co-chair" OR "a senior official designated in writing by the Recipient"]** in the form set out in Schedule D.2 (Certificate of Compliance for Final Expense Claim)" stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed and an updated cashflow, in accordance with Schedule B.2 (Project Budget) in the 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 Expense Claim); and
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
- 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.

7.4 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to **ten percent (10%)** of its contribution towards Eligible Expenditures claimed under the Agreement. Any amount withheld by Canada will be released when the final adjustments have been completed under Section 7.3 (Final Claim and Final Adjustments) and the Recipient fulfills all its obligations under this Agreement.

8. REPORTING

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

9. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

9.1 *RECIPIENT AUDIT*

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to five (5) years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 15.3 (Accounting Principles).

9.2 *AUDITOR GENERAL OF CANADA*

The Recipient agrees that the Auditor General of Canada may, at his or her own cost, after notification to the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the federal *Auditor General Act* (Reference: [Auditor General Act \(justice.gc.ca\)](http://www.auditorgeneral.gc.ca)) in relation to the use of funds, with respect to this Agreement. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Recipient shall cooperate and will provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representatives:

- c) all records held by the Recipient, its agents or Third Parties relating to this Agreement and the use of the funds, to the extent possible;
- d) any further information and explanations as the Auditor General of Canada or its designated representative may request relating to this Agreement or the use of the funds; and
- e) The results may be reported to Parliament in a report of the Auditor General.

9.3 *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.

9.4 *CORRECTIVE ACTION*

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

9.5 *RECORD KEEPING*

The Recipient will keep proper and accurate financial accounts and records, in accordance with the generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least five (5) years after the Agreement End Date.

9.6 *ACCESS*

The Recipient shall cooperate and provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access, at no cost, to the Project premises, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

10. COMMUNICATIONS

10.1 *COMMUNICATIONS PROTOCOL*

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

10.2 *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.

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

10.4 OFFICIAL LANGUAGES

- a) The Recipient will 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) The Recipient will communicate in such a manner as to address the needs of both official language communities; and
- c) The Recipient shall encourage members of both official languages communities to participate in the Project.

11. 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) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to 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 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.

12. 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.

13. DEFAULT

13.1 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.

13.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- i. In Canada's opinion, one or more of the Events of Default occurs;
- ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- iii. 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.

13.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 13.2 (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.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1 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.

14.2 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.

14.3 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.

15. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project will be the responsibility of the Recipient.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset 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.

16. GENERAL

16.1 PUBLIC BENEFIT

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

16.2 SURVIVAL

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

16.3 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.

16.4 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.

16.5 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*.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 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.

16.14 AMENDMENTS

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding the aforementioned, 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.

16.15 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.

16.16 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:

Marie-Pier Nassif
Director, Active Transportation & Zero Emission Buses
Infrastructure Canada, Government of Canada
180 Kent Street, Suite 1100 Ottawa, Ontario K1P 0B6
Marie-pier.nassif@infcc.gc.ca

Recipient:

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, Ontario
L9W 1K1

Attention: Ms. Kate Thomson
Sustainability Co-ordinator
519-941-0440 ex. 2255
kthomson@orangeville.ca

- b) 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.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

16.17 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.

16.18 GOVERNING LAW

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

16.19 SUCCESSORS AND ASSIGNS

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

17. 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 Town of Orangeville by the Mayor and Clerk.

HIS MAJESTY THE KING RIGHT OF
CANADA

CORPORATION OF THE TOWN OF
ORANGEVILLE

Per: Mark Matz
Director General, Public Transit

Per: Lisa Post
Mayor

Date

Date

Per: Carolina Khan
Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be direct and necessary for the successful implementation of an Applicant's eligible Planning Project (as outlined in Schedule B), excluding those explicitly identified as an Ineligible Expenditures (Schedule A.2);
- be incurred between the Project Approval Date and the Final Claim Date; and
- consist of the following categories of expenditures:
 - o The incremental costs of the Recipients' employees provided that the use of employees or equipment pertains solely to the implementation of the project, and the work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the Recipient's employees;
 - o Expenditures directly associated with joint federal communication activities and with federal project signage;
 - o Costs/expenditures incurred for consultation or engagement with Indigenous groups on the Project;
 - o Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments; and
 - o Other actual and reasonable expenditures that are in the opinion of Infrastructure Canada, considered to be direct, reasonable and necessary for the successful implementation of Applicants eligible Planning Projects.

Eligible Expenditures will not include cash-equivalent expenditures associated with In-Kind Contributions.

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

Eligible expenditures can only be reimbursed by INFC subject to approval of the project funding, signing a contribution agreement.

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:

- a. Expenditures incurred before the Effective Date and any and all expenditures related to agreements signed prior to project funding approval, except those specified in Schedule A.1 – Eligible Expenditures;
- b. Expenditures incurred after the Final Claim Date;
- c. Expenditures related to purchasing land, buildings and associated real estate and other fees;
- d. Expenditures related to cost overruns or incurred for cancelled projects;
- e. Furnishings and non-fixed assets which are not essential for the operation of the Asset/Project;
- f. Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project;
- g. Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- h. Legal fees, with the exception of those legal fees specified under Schedule A.1 – Eligible Expenditures;
- i. Financing charges, interest on loans, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- j. Leasing land, buildings, equipment and other facilities other than equipment directly related Project, real estate fees and related costs;
- k. 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;

- l. Expenditures related to any good and services which are received through donation or In-Kind Contribution;
- m. Employee costs, with the exception of incremental costs which pertain solely to the implementation of the Project, as stated in Schedule A.1 – Eligible Expenditures; and
- n. Maintenance expenditures incurred as part of regular operations.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

Canada is funding the Recipient to conduct planning activities for the transition to zero emission buses (ZEBs) in the **Town of Orangeville, Ontario**, by addressing planning requirements to enable public transit fleet electrification and implementation. The Project supports the development of a transit fleet electrification transition plan, which will inform the procurement of electric buses and charging infrastructure. The Project’s planning studies will result in a comprehensive report that guide investments and decision making for a zero emission transit fleet.

Objective:

The Project will increase organizational readiness toward transit fleet electrification by increasing overall knowledge relating to ZEB deployments.

Activities:

In order to develop an ZEB transit electrification plan, the Recipient will:

- a) **Route modelling and schedule optimization:** Identify the optimal battery requirements, develop a service scheduled for electrification and bus charging, develop a phased approach for ZEB route/block assignment, determine the need and location of high-powered opportunity charging, identify any subset of routes/blocks that are not feasible to electrify.
- b) **Facility assessment:** Develop a implementation plan that identifies the type and quantity of charging systems, electrical grid infrastructure upgrades requirements and costs; identify upgrades to meet safety codes, regulations, or best practices; identify mechanical equipment requirements; determine back-up power, energy storage, construction requirements, and any cost savings or revenue opportunity; and develop conceptual site drawings and identify on-route charging location, considering future proofing and operational impacts.
- c) **Full fleet electrification transition plan:** Develop an overall electrification plan that outlines a step-by-step process to achieve full fleet electrification over the specified timeline, combining the information and deliverables developed under activities a) and b) to assist with the development of system level planning, operational planning, deployment strategy, financial planning, capacity to implement, environmental benefits, and project risks and mitigations.
- d) **Noise assessment:** Develop a noise assessment, through a review and comparative noise model outlined as part of the ZETF Applicant Guide Annex A which identifies the need to quantify environmental benefits including noise.
- e) **Climate adaptation and resilience assessment:** Identify and develop analysis to complete the step-by-step instructions provided by the ZETF GHG+ Plus Module; identifying risk or adaptation measures, feasibility and effectiveness, and risk reduction measures and/or strategies.

Project Outcomes:

The Project will contribute to Program outcomes. The Recipient will collect performance data and report on the following performance indicators:

- Increased the state of readiness to transition to a zero emission bus fleet

This data is collected only for the purpose of performance measurement and reporting to Canadians.

<i>Project Expected Results</i>		
	<i>Performance Indicators</i>	<i>Targets and Date</i>
<i>Immediate Outcomes</i>		
Increased the state of readiness to transition to a zero emission bus fleet	Qualitative assessment of the Recipient	Readiness improved from poor to excellent at project completion

INFC may update and refine the Program’s outcomes and indicators in order to support performance measurement and reporting to Parliament and Canadians. As such, Canada may clarify the Program’s outcomes and request additional indicators for the Project. Any updates will be discussed as part of the Project’s Agreement Monitoring Committee and reflected in an amendment to this Agreement.

SCHEDULE B.2: PROJECT BUDGET

Table 1:

Project Budget	Amount
Total Project Cost	\$ 117, 633.00
Total Eligible Cost	\$83, 280.00

Table 2:

Total INFC Contribution	Annual Breakdown	Total
	<i>2023-24</i>	
<i>INFC Contribution</i>	<i>\$83,280.00</i>	\$83, 280.00

Table 3: Other Sources of Funding

Cash	
Town of Orangeville	\$ 34, 353.00
Sub-total Cash	\$ 34, 353.00
Total Other Sources of Funding	\$ 34, 353.00

SCHEDULE B.3: EXPENSE CLAIMS FREQUENCY TABLE

Payment Period	Required Documents	Frequency	Payment Date
First Claim	Updated cashflow Certificate of Compliance for Progress Claim	Within 30 days of the Effective Date	Within 30 calendar days of approval of required documents by Canada
Optional Claims	Updated cashflow Certificate of Compliance for Progress Claim	At the Recipient's discretion, not more frequently than every three (3) months for a total of three (3) optional claims per year	Within 30 calendar days of approval of required documents by Canada
Mandatory Year-end Claim	Updated cashflow of Eligible Expenditures incurred up to March 31 Estimate of expenses incurred up to March 31 but not yet submitted to INFC Certificate of Compliance for Progress Claim	On or within two (2) business days after March 31	Within 45 calendar days of approval of required documents by Canada.
Final Claim	Final Report (as described in Schedule C)	On or before March 01, 2024	Within 30 calendar days of approval of required documents by Canada

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C.1: PROGRESS REPORTS

The Recipient will submit one Progress Report per fiscal year unless otherwise communicated by Canada. The progress report must be submitted approximately 45 (forty-five) calendar days after March 31 of each fiscal year, by May 15. The Progress Report must include the following information:

- a) a general description of the Project activities undertaken, including the progress, status, timelines;
- b) the identification of any changes in the implementation of the Project, or approach from what was proposed or agreed upon;
- c) a financial update, including an updated project cashflow;
- d) updated data on performance indicators listed in Schedule B.1 (Project Description compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of the Project outcomes;
- e) issues, areas of concern or risk factors that may affect completion, the schedule or the budget of the Project as per original plans, and the proposed mitigation strategies to correct the situation;
- f) a report on the implementation of mitigation measures, activities and follow-up measures that are required to be performed during the Project implementation;
- g) highlights of communication activities of the Project during the reporting period.

SCHEDULE C.2: FINAL REPORT

The Recipient will submit a Final Report with the Final Expense Claim. The Final Report must include the following information:

- a) general description of the Project's major achievements;
- b) a summary of the planning study developed by the Recipient;
- c) updated data on performance indicators listed in Schedule B.1 (The Project) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of the Project outcomes; and
- d) highlights of communication activities of the Project.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR EXPENSE 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 to the Town of Orangeville (the “Recipient”), represented by _____(Name), concerning the Town of Orangeville - Planning - Feasibility Study and Fleet Transition Plan Project (the “Agreement”).

I, _____(Name), of the Town of Orangeville, Province of Ontario, 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 EXPENSE 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 the Town of Orangeville (the “Recipient”), represented by _____(Name), concerning the Town of Orangeville - Planning - Feasibility Study and Fleet Transition Plan Project (the “Agreement”).

I, _____(Name), of the Town of Orangeville, Province of Ontario, 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.
8. 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]
9. 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.
10. 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.

SCHEDULE E.2: GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coordinated 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. Public acknowledgement of financial assistance received from Canada is a condition of funding.

Any 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 be responsible for overseeing communication activities.

SCHEDULE E.4: OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to: calls for tender, and 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 media inquiries be received or if major stakeholder issues relating to the Project arise.

SCHEDULE E.5: JOINT COMMUNICATIONS

Canada, the Recipient will have Joint Communications about the funding of the Project(s).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

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

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least 15 business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.

Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada word mark and Recipient's logos. Canada will provide the translation services and final approval on products.

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

SCHEDULE E.6: Individual Communications

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

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.

Canada and the Recipient may issue digital communications to communicate progress of the Project.

Where a web site or web page 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 Infrastructure Canada's website.

The Recipient will be required to send a minimum of one photograph to Canada showing 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 INFC.photos@canada.ca along with the Project's name and location.

SCHEDULE E.7: SIGNAGE

Canada, the Recipient and other funding contributors agree to install a Project sign recognizing joint 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 will be provided by Canada, and can be found on the [Infrastructure Canada website](#).

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.1).

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.8: 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.9: DISPUTES, MONITORING AND COMPLIANCE

The Committee will monitor the Parties' compliance with this Schedule, and may, at its discretion, advise the Parties of issues and required adjustments. Should there be any disagreement or contentious issues, Section 12 (Dispute Resolution) of the Agreement will be followed.

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.