

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW XX-2024

Being A By-law to Authorize Amending Agreement No. 1 to the Transfer Payment Agreement for the Investing in Canada Infrastructure program (ICIP): Public Transit Stream between His Majesty the King in Right of Ontario represented by the Minister of Transportation for Ontario and the Municipality of Port Hope

WHEREAS Council deemed it expedient to enter into an Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Transportation for Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream; and

WHEREAS the term for the allowable construction end date under the Investing in Canada Infrastructure Program (ICIP): Public Transit stream has been extended from October 31, 2027, to October 31, 2033; and

WHEREAS to enact this extension, and implement other minor changes to the program, an amending agreement to the ICIP: Public Transit Stream Transfer Payment Agreement is required;

NOW THEREFORE IT IS ENACTED AS A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute on behalf of the Municipality of Port Hope Amending Agreement No. 1 to the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between His Majesty the King in Right of Ontario as represented by the Minister of Transportation for Ontario and the Municipality of Port Hope in a form satisfactory to the Municipality's legal representatives with the terms and conditions set out in Schedule "A" attached hereto comprising part of this by-law.
2. THAT the Mayor and Clerk are authorized to execute any and all required documentation, on behalf of the Municipality of Port Hope, as required under the Investing in Canada Infrastructure Program.

BYLAW READ AND PASSED in Open Council this 3rd day of September, 2024.

Olena Hankivsky, Mayor

Shrishma Davé, Clerk

**AMENDING AGREEMENT NO. 1
TO THE TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

This Amending Agreement No. 1 to the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the "Amending Agreement No. 1") is effective as of the last date of signature by the Parties below (the "Effective Date").

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO

as

represented by the Minister of Transportation for the Province of Ontario

(the "Province")

- and -

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

(the "Recipient")

BACKGROUND

The Province and the Recipient entered into the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream effective as of April 20, 2022, as amended from time to time (the "Agreement").

The Agreement was entered into pursuant to the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program, effective as of March 26, 2018 (the "Bilateral Agreement"). There have been amendments to the Bilateral Agreement and developments in the Projects defined in the Agreement, both of which require changes to the Agreement.

Pursuant to section 4.1 (Amending the Agreement) of the Agreement, the Agreement may be amended by written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 General Terms

1.1 Any capitalized terms used in this Amending Agreement No. 1 shall have the meanings ascribed to them in the Agreement.

1.2 Except for the amendments provided for in this Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.

1.3 This Amending Agreement No. 1 may:

(a) be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(b) be executed and delivered

(i) by scanning the manually signed Agreement as a PDF and delivering it by email to the other Parties; or

(ii) electronically to the other Parties, subject to the Province's prior written consent.

The Parties' respective electronic signature is the legal equivalent of a manual signature.

2.0 Amendments to the Agreement

2.1 Section 1.1 (Schedules and Sub-schedules to the Agreement) is hereby deleted and replaced in its entirety with the following:

1.1 Schedules and Sub-schedules to the Agreement. The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other

Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule “J.1” - Form of Certificate from Recipient
Sub-schedule “J.2” - Form of Declaration of Project Substantial Completion
Sub-schedule “J.3” - Form of Certificate from an Independent Engineer for Project Substantial Completion
Sub-schedule “J.4” - Form of Certificate from an Independent Engineer to Certify Progress
Sub-schedule “J.5” - Form of Certificate from an Independent Certifier for Project Substantial Completion
Sub-schedule “J.6” - Form of Certificate from an Independent Certifier to Certify Progress
Schedule “K” - Committee

2.2 Section A.1.2 (Definitions) is hereby amended by deleting the following definition:

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

2.3 Section A.1.2 (Definitions) is hereby amended by adding the following definitions:

“Certificate from an Independent Certifier for Project Substantial Completion” means a Certificate from an Independent Certifier in the form set out in Sub-schedule “J.5” (Form of Certificate from an Independent Certifier for Project Substantial Completion).

“Certificate from an Independent Certifier to Certify Progress” means a Certificate from an Independent Certifier in the form set out in Sub-schedule “J.6” (Form of Certificate from an Independent Certifier to Certify Progress).

“Certificate from an Independent Engineer for Project Substantial Completion” means a Certificate from an Independent Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from an Independent Engineer for Project Substantial Completion).

“Independent Certifier” means an appropriately licensed individual in the Province of Ontario, with expertise in inspecting buses, retained and paid by the Recipient in accordance with the terms and conditions of an agreement between the Recipient and the Independent Certifier for the purpose of providing an independent professional certification that the Project has been built as per industry standards.

“Independent Engineer” means a professional engineer, duly licensed in the Province of Ontario, with expertise in inspecting transportation projects of similar size and scope, retained and paid by the Recipient in accordance with the terms and conditions of an agreement between the Recipient and the Independent Engineer for the purpose of providing an independent professional certification that the Project has been constructed as per industry standards.

2.4 Section A.3.2 (Substantial Completion) is hereby amended by deleting “October 31, 2027” and replacing it with “October 31, 2033”.

2.5 Section A.4.6 (Maximum Funds and Recovery of Excesses) is hereby deleted and replaced in its entirety with the following:

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada’s total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column G (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column I (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
- (c) if the Province’s total contribution from all provincial sources in respect of any Project exceeds the amount set out in column J (Provincial Contribution Towards the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column F (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

2.6 Sub-section A.4.9(d) is hereby deleted and replaced in its entirety with the following:

- (d) the engineering and construction work being undertaken in accordance with industry standards.

2.7 Sub-section A.32.1(c) is hereby deleted and replaced in its entirety with the following:

- (c) on or before February 1 in each of the years 2022, 2024 and 2025, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

2.8 Schedule “B” (Specific Information) is hereby deleted and replaced in its entirety with the new Schedule “B” (Specific Information) found at Appendix A to this Amending Agreement No. 1.

2.9 Sub-schedule “C.1” (Project Description, Budget, and Timelines) is hereby deleted and replaced in its entirety with the new Sub-schedule “C.1” (Project Description, Budget, and Timelines) found at Appendix B to this Amending Agreement No. 1.

2.10 Schedule “D” (Reports) is hereby deleted and replaced in its entirety with the new Schedule “D” (Reports) found at Appendix C to this Amending Agreement No. 1.

2.11 Sub-schedule “D.1” (Project Tier Classification and Other Information) is hereby deleted and replaced in its entirety with the new Sub-schedule “D.1” (Project Tier Classification and Other Information) found at Appendix D to this Amending Agreement No. 1.

2.12 Schedule “E” (Eligible Expenditures and Ineligible Expenditures) is hereby deleted and replaced in its entirety with the new Schedule “E” (Eligible Expenditures and Ineligible Expenditures) found at Appendix E to this Amending Agreement No. 1.

2.13 Section F.1.1 is hereby deleted and replaced in its entirety with the following:

F.1.1 Recipient’s Participation in Projects and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2034. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

2.14 Section G.8.4 is hereby deleted and replaced in its entirety with the following:

G.8.4 Notice of Sign Installation. The Recipient will inform the Province of sign installations, including providing the Province with

photographs of the sign, once the sign has been installed, unless otherwise agreed to by the Province.

2.15 Sub-section J.3.1(c)(ii) is hereby deleted and replaced in its entirety with the following:

- (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress or a Certificate from an Independent Certifier to Certify Progress;

2.16 Section J.3.2 (Other Reports and Documents) is hereby added to Schedule "J", as set out below:

J.3.2 Other Reports and Documents. The Recipient will submit the reports and documents provided in Schedule "J" (Requests for Payment and Payment Procedures) or any other reports and documents regarding payment and payment procedures, provided by the Province in the sole discretion of the Province to the Recipient, in accordance with this Agreement.

2.17 In Section J.5.0, all references to "November 1, 2027" are hereby deleted and replaced with "November 1, 2033".

2.18 Sub-schedule "J.1" (Form of Certificate from Recipient) is hereby deleted and replaced in its entirety with the new Sub-schedule "J.1" (Form of Certificate from Recipient) found at Appendix F to this Amending Agreement No. 1.

2.19 Sub-schedule "J.2" (Form of Declaration of Project Substantial Completion) is hereby deleted and replaced in its entirety with the new Sub-schedule "J.2" (Form of Declaration of Project Substantial Completion), found at Appendix G to this Amending Agreement No. 1.

2.20 Sub-schedule "J.3" (Form of Certificate from a Professional Engineer for Project Substantial Completion) is hereby deleted and replaced in its entirety with the new Sub-schedule "J.3" (Form of Certificate from an Independent Engineer for Project Substantial Completion), found at Appendix H to this Amending Agreement No. 1.

2.21 Sub-schedule "J.4" (Form of Certificate from an Independent Engineer to Certify Progress) is hereby deleted and replaced in its entirety with the new Sub-schedule "J.4" (Form of Certificate from an Independent Engineer to Certify Progress), found at Appendix I to this Amending Agreement No. 1.

2.22 Sub-schedule “J.5” (Form of Certificate from an Independent Certifier for Project Substantial Completion) is hereby added to Schedule “J” (Requests for Payment and Payment Procedures), found at Appendix J to this Amending Agreement No. 1.

2.23 Sub-schedule “J.6” (Form of Certificate from an Independent Certifier to Certify Progress) is hereby added to Schedule “J” (Requests for Payment and Payment Procedures), found at Appendix K to this Amending Agreement No. 1.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

Date

Name: Prabmeet Singh Sarkaria
Title: Minister

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

Date

Name: Olena Hankivsky
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Brian Gilmer
Title: Director of Corporate Services / Municipal Clerk

I have authority to bind the Recipient.

**APPENDIX A
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$461,348.36
Expiry Date	March 31, 2035
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Transit Strategy and Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: (416) 721-4594 Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Municipal Clerk Address: 56 Queen Street Port Hope ON L1A 3Z9</p> <p>Phone: 905-885-4544 ext. 2230 Email: bgilmer@porthope.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Director, Transit Strategy and Programs Branch; or Director, Transit Capital and Operations Branch
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the	Position: Director, Planning and Development

Agreement for Minor Changes to the Reporting)	
Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Director of Finance Address: 56 Queen Street Port Hope ON L1A 3Z9 Phone: 905-885-4544 ext. 2223 Email: dbaxter@porthope.ca

***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column H (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column K (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

**APPENDIX B
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET, AND TIMELINES**

Project ID	Project Title	Project Description	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Costs of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
ICIP-POR-01	Accessibility Improvement to Existing Stops	This project installation of new bus shelters, benches, concrete pads, and sidewalk approaches providing improved accessibility for all transit users. The scope of the project includes: <ul style="list-style-type: none"> • Installation of ten (10) new bus shelters, ten (10) new (double seated) benches and ten (10) new bus pads; and • Construction of approximately 37 metres of sidewalk approaches. 	07/13/2020	\$66,640.00	\$66,640.00	\$26,656.00	40.00%	\$0.00	\$22,211.11	33.33%	\$17,772.89	\$0.00
ICIP-POR-02	Replacement of Three Transit Service Vehicles	The project will purchase three (3) conventional transit vehicles to replace vehicles approaching the end of their asset life in Port Hope, Ontario.	09/19/2023	\$562,500.00	\$562,500.00	\$225,000.00	40.00%	\$0.00	\$187,481.25	33.33%	\$150,018.75	\$0.00

**APPENDIX C
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SCHEDULE “D”
REPORTS**

PROGRESS REPORTS

D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
- (b) the Project start date and the Project end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
- (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

Unless the Province directs or consents otherwise by Notice to the Recipient and at its sole discretion, the reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C

(Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report; and
 - (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent

Certifier for Project Substantial Completion;

- (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
- (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment) a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) on or before September 15th of each calendar year until the project has reached Substantial Completion, a Certificate from an Independent Engineer to Certify Progress, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier to Certify Progress;
- (c) a communications plan within 180 days of the Effective Date;
- (d) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;

- (iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier for Project Substantial Completion; and
- (iv) a photograph of the Project;
- (e) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (f) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;
 - (ii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) on or before March 15th and September 15th of each calendar year until the project has reached Substantial Completion, a Certificate from an Independent Engineer to Certify Progress, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier to Certify Progress; and
- (c) upon reaching Substantial Completion:

- (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from an Independent Engineer for Project Substantial Completion, or for a bus procurement project, subject to prior approval from the Province, a Certificate from an Independent Certifier for Project Substantial Completion; and,
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
- (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will provide an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 **Climate Change Resilience Assessment.** If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 **Greenhouse Gas Emissions Assessment.** If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 **Community Employment Benefits Assessments.** If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 **Description of the Community Employment Benefits Assessments.** If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices;
- (b) Indigenous peoples;
- (c) women;
- (d) persons with disabilities;
- (e) veterans;
- (f) youth;
- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its final Progress Reports, upon reaching Substantial Completion.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

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

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of Section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more audits to assess the Recipient’s compliance with the terms and conditions of the Agreement as set out below. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as

adopted by the Chartered Professional Accountants of Canada, applicable as of the date on which a record is kept or required to be kept under such standards. Each audit will assess and will address, without limitation, the following:

- (a) claims submitted by the Recipient are only in respect of Eligible Expenditures and the sum of those claims does not exceed the total eligible costs incurred and paid by the Recipient for the Project;
- (b) information the Recipient has provided to the Province is complete and accurate and in accordance with the Agreement;
- (c) the Recipient has maintained the level and type of insurance as set-out in the Agreement;
- (d) all Contracts the Recipient has entered comply with the requirements of the Agreement;
- (e) the Recipient has fulfilled its obligations under Article A.28.0 (Environmental Requirements and Assessments), and Article A.29.0 (Aboriginal Consultation);
- (f) the Recipient has disclosed any rebates or funding received for the Project as required under Section A.4.7 and Section A.4.8 of the Agreement;
- (g) the Recipient has fulfilled its requirements to notify the Province of any increase in project costs in accordance with Section A.4.10; and
- (h) prompt and timely corrective action is taken on prior audit findings, if applicable.

**APPENDIX D
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC
TRANSIT STREAM**

**SUB-SCHEDULE “D.1”
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION**

Project ID	Project Title	Project Tier for Reporting Purposes	Greenhouse Gas Emissions Assessment	Community Employment Benefits Assessments	Climate Change Resilience Assessment	Eligibility of Own-Force Labour Costs	Competitive Acquisition Exemption
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ICIP-POR-01	Accessibility Improvement to Existing Stops	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-POR-02	Replacement of Three Transit Service Vehicles	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Note: Please see Schedule “D” (Reports) for further details on reporting.

**APPENDIX E
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

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

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

- (a) incurred on or after the Federal Approval Date and paid on or before October 31, 2033:
 - (i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and
 - (ii) the costs related to monitoring project-level community employment benefits.
- (b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2033;
- (c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2033;
- (d) if the Project is identified as “Approved” in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2033;
- (e) if the Project is identified as “Approved” in column H (Competitive Acquisition Exemption) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have

been incurred on or after the date set out in the consent and paid on or before October 31, 2033; and

- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project and any and all expenditures related to contracts signed prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);
- (b) costs incurred or paid, or both after October 31, 2033, unless otherwise approved pursuant to paragraph E.1.1(f);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);
- (i) financing charges;
- (j) legal fees;

- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;
- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

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

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;
- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

**APPENDIX F
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

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

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

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

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0

(Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

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

(Signatures)

Name: **[insert/print the name of the Recipient’s authorized representative]**

Title: **[insert/print the title of the Recipient’s authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada. If the response is “No”, the recipient is confirming that this claim does not include costs for site preparation, removal of vegetation or construction of the Project.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project. If the response is “No”, the recipient is confirming that this claim does not include costs for site preparation, removal of vegetation or construction of the Project.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	
If the Recipient does not own the land on which the Project is to be carried out, please indicate if the Recipient has entered into legally binding agreements with all owners of such land as required under Section A.32.1 (Special Conditions) of the Agreement.	
If your Project requires the installation of federal and provincial signage, pursuant to G.8.0 (Signage) of the Agreement, please indicate if the Recipient has installed a federal and provincial sign for the Project.	

Record of Invoices

Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	Eligible Cost (Net of HST)
TOTAL											

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of Canada's and the Province's contribution toward the Eligible Expenditures of the Project **[Insert the Project unique ID and title]**.

Declared at **[Insert Municipality]**, in the Province of Ontario, on **[Insert Date]**. By signing below, I hereby certify that to the best of my knowledge, information and belief, the information that is contained in this form, including the Record of Invoices and compliance requirements table above, is true and accurate. I confirm that all funds received will only and entirely be used for Eligible Expenditures.

(Signatures):

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[Insert/print the title of the witness]**

I have authority to bind the Recipient.

**APPENDIX G
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

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

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

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

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article

A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "Project Substantial Completion Date");
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the Project;
 - (v) conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

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

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**
Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**APPENDIX H
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects. The form may be completed by a professional engineer, rather than an Independent Engineer, for Tier 2 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the Independent Engineer]

Attention: [insert the name and title of the Independent Engineer]
Email: [insert the email address of the Independent Engineer]
Telephone No.: [insert the telephone number of the Independent Engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

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

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between **[insert the start date]** and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;
4. conforms with the plans, specifications, and other documentation for the Project;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. was undertaken in accordance with industry standards.

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

(Signatures)

Name: **[insert/print the name of the Independent Engineer]**
 Title: **[insert/print the title of the Independent Engineer]**

Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**

**APPENDIX I
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY
PROGRESS**

[Note: This form is only for Tiers 3 and 4 Projects up to Substantial Completion to certify progress once construction is underway excluding utility relocation and site clearing work.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the Independent Engineer]
Attention: [insert the name and title of the Independent Engineer]
Email: [insert the email address of the Independent Engineer]
Telephone No.: [insert the telephone number of the Independent Engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

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

On and as of the date set out below, the work for the Project is _____ [Insert Project percent complete] percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the Project;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
5. was undertaken in accordance with industry standards.

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

(Signatures)

Name: **[insert/print the name of the Independent Engineer]**
 Title: **[insert/print the title of the Independent Engineer]**

Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**

**APPENDIX J
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.5”
FORM OF CERTIFICATE FROM AN INDEPENDENT CERTIFIER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 bus procurement projects and must be completed by an Independent Certifier.]

**CERTIFICATE FROM AN INDEPENDENT CERTIFIER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the Independent Certifier]
Attention: [insert the name and title of the Independent Certifier]
Email: [insert the email address of the Independent Certifier]
Telephone No.: [insert the telephone number of the Independent Certifier]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the Independent Certifier], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief, on and as of the date set out below:

1. The **[insert number and description of buses]** buses manufactured by **[insert name of bus manufacturer(s)]** (the “Buses”) were inspected by qualified staff on **[insert date(s) of inspection]**; and
2. The Project, which, for greater certainty, includes the Buses:
 - (a) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
 - (b) was carried out between **[insert the start date]** and the Project Substantial Completion Date;
 - (c) conforms with the plans, specifications, and other documentation for the Project;
 - (d) conforms with all Requirements of Law; and
 - (e) was undertaken in accordance with industry standards.

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

(Signatures)

Name: **[insert/print the name of the Independent Certifier]**
 Title: **[insert/print the title of the Independent Certifier]**

Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**

**APPENDIX K
TO THE AMENDING AGREEMENT NO. 1 TO THE
TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA
INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM**

**SUB-SCHEDULE “J.6”
FORM OF CERTIFICATE FROM AN INDEPENDENT CERTIFIER TO CERTIFY
PROGRESS**

[Note: This form is only for Tiers 3 and 4 bus procurement projects once buses have been received by the Recipient up to Substantial Completion]

**CERTIFICATE FROM AN INDEPENDENT CERTIFIER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the Independent Certifier]
Attention: [insert the name and title of the Independent Certifier]
Email: [insert the email address of the Independent Certifier]
Telephone No.: [insert the telephone number of the Independent Certifier]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between His Majesty the King in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the Independent Certifier], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief, on and as of the date set out below:

1. The [insert number and description of buses] buses manufactured by [insert name of bus manufacturer] (the “Buses”) were inspected by qualified staff on [insert date(s) of inspection]; and
2. The Project, which, for greater certainty, includes the Buses:

- (a) conforms with the plans, specifications and other documentation for the Project;
- (b) conforms with all Requirements of Law; and
- (c) was undertaken in accordance with industry standards.

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

(Signatures)

 Name: **[insert/print the name of the Independent Certifier]**
 Title: **[insert/print the title of the Independent Certifier]**

 Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**