

**CANADA – THE CORPORATION OF THE CITY OF BRAMPTON  
DISASTER MITIGATION AND ADAPTATION FUND**

**AGREEMENT FOR “PROTECTING OUR FUTURE: FLOOD MITIGATION AND PHYSICAL,  
ECONOMIC, SOCIAL AND CULTURAL RESILIENCE FOR HISTORIC DOWNTOWN  
BRAMPTON, ON BY RECONSTRUCTING 600M OF THE CONCRETE ETOBICOKE CREEK  
BYPASS CHANNEL” PROJECT**

This Agreement is made as of the date of last signature

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities (“Canada”)

**AND**

**THE CORPORATION OF THE CITY OF BRAMPTON**, continued or incorporated pursuant to the Municipal Act, 2001, S.O. 2001, c.25 (the “Recipient”),

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

**RECITALS**

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

WHEREAS, the Minister of Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (the “Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the “Protecting Our Future: Flood mitigation and physical, economic, social and cultural resilience for historic downtown Brampton, ON by reconstructing 600m of the concrete Etobicoke Creek bypass channel” Project (“the Project”) which qualifies for support under the Program;

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

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

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

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

“**Agreement End Date**” means March 31, 2028.

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

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending twenty (20) years after the Project’s Substantial Completion Date and ending forty (40) years after Substantial Completion Date for land acquired for Natural Infrastructure purposes.

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

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

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

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

“**Eligible Expenditures**” means those costs of the Project incurred by the Recipient and eligible for reimbursement 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.

“**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.

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

“**Oversight Committee**” means the committee established pursuant to Section 5 (Oversight Committee).

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

“**Non-Owned Land Agreement**” means any agreement for real property between the Recipient and any land owner which provides the Recipient with the necessary rights or interest to access, manage, occupy, hold, use, modify or any other right or interest relating to real property for the purpose of or related to the Project or this Agreement.

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

“**Project Approval Date**” means October 13, 2020, which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“**Project Component**” means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

“**Program**” means the Disaster Mitigation and Adaptation Fund Program.

“**Substantial Completion Date**” means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

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

“**Total Financial Assistance**” means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

## **1.2 ENTIRE AGREEMENT**

This Agreement, including the recitals, 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 expressed, 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 – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

## 2. PURPOSE OF AGREEMENT

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

## 3. OBLIGATION OF THE PARTIES

### 3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than 40 percent (40%) of the total Eligible Expenditures but only up to a maximum of thirty-eight million, eight-hundred and fifty-two thousand, and three-hundred and ninety-seven dollars (\$38,852,397).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) 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.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) 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 per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

### 3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, 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 be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada within six months of the Effective Date and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per paragraph 9.1 c) Reporting.
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.
- h) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which 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 18.5 (Set-off by Canada).
- i) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.

- j) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement.
- k) During the Asset Disposal Period the Recipient will:
  - i. ensure that it has secured and will maintain title to and ownership of land or any necessary rights or interests with respect to land required to carry out the Project, including entering into and maintaining any Non-Owned land Agreement, and to operate, maintain, and repair the Assets.
  - ii. ensure that any Non-Owned Land Agreement, and necessary rights or interests with respect to land that may be registered on title under the applicable provincial legislation are so registered and are in good standing; and,
  - iii. inform Canada within thirty (30) business days of becoming aware of any material changes, breaches or termination in regard to any Non-Owned Land Agreement or any necessary rights or interests with respect to land related to any Assets, the Project or this Agreement.
- l) The Recipient will ensure that the acquired land for natural infrastructure purposes will remain protected for forty (40) years by a provincial, territorial or municipal government or by one of the Indigenous recipients identified in Schedule A.1 (d)(iii);
- m) The Recipient will provide an attestation that the land acquisition process for natural infrastructure purposes has been completed and that the price is at, or below, Fair Value.
- n) The Recipient will enter into an agreement with the/each Ultimate Recipient(s) in accordance with this Agreement. Upon request, the Recipient will promptly provide Canada with a copy of the ultimate agreement(s).

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

- a) 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 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 B2 (Project Components and Cashflow).
- 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 B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 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 Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments 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 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 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

### 3.6 **CONDITIONS PRECEDENT**

#### a) Condition

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

- i. The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.

#### b) Remedy

In the event that the Recipient is unable to meet the condition set out in paragraph 3.6 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

## 4. **THE 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 **[INSERT EITHER "AS DULY AUTHORIZED BY [BY-LAW OR RESOLUTION REFERENCE, dated [DATE]" OR by resolution of its Board of Directors, dated [DATE];**
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets; or it will secure all necessary rights, interests, and permissions to carry out the Project during the Asset Disposal Period;
- d) The Recipient has obtained all necessary rights and permissions to carry out the Project and to operate, maintain and repair the Assets during the Asset Disposal Period;
- e) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) 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;
- g) 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.
- h) 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*;
- i) The Recipient has not made and/or will not make a payment to any individual required to be registered under the federal *Lobbying Act* or to any legal entity with which that individual is engaged in doing business, that is, in whole or in part contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of the contribution under this Agreement by or on behalf of Her Majesty in right of Canada.

## 5. **OVERSIGHT COMMITTEE**

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor the progress of the Project as per described in Section 8 (Reporting);
- d) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- e) Act as a forum to resolve potential issues and address concerns;
- f) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- g) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

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

### **6.2 CONTRACT PROVISIONS**

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

- a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their 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 reasonable and timely 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 make a payment until the conditions identified in subsection 3.6 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 9 (Reporting) and any audit requirements as required in Section 10 (Audit);
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms to Canada title to and ownership of land or any necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Section 19 (Environmental and Impact Assessment) and Section 20 (Aboriginal Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

## **7.2 CLAIMS AND PAYMENTS**

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada. Each claim must include the following:
  - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
  - ii. a breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow);
  - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

## **7.3 DECLARATION OF SUBSTANTIAL COMPLETION**

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

## **7.4 PAYMENT DEADLINE**

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2028.

## **7.5 RETENTION OF CONTRIBUTION**

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Section 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

## **7.6 FINAL ADJUSTMENTS**

Upon Canada's 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.

## **7.7 FINAL PAYMENT**

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

# **8. REPORTING**

## **8.1 PROGRESS REPORT**

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than every six (6) months. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
  - i. Project Title
  - ii. cost sharing breakdown, including Canada's contribution funding to the Project by Fiscal Year and any other sources of funding;
  - iii. construction start and end dates (forecast/actual);
  - iv. Project progress for the period;
  - v. an update on Project issues/risks, if any, and mitigation measures;

- vi. an update on Project alignment to meet results as described in Schedule B, subsection 1.2; and
  - vii. confirmation of the Project's installed signage, if applicable.
- c) Expected and actual results related to community employment benefits for the Project will be included in a progress report on an annual basis.

## **8.2 FINAL REPORT**

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under paragraph 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
  - i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
  - ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
  - iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
  - iv. reporting on community employment benefits and demonstrating that all environmental conditions and aboriginal consultation and accommodation requirements have been met;
  - v. confirmation of the Total Financial Assistance in accordance with paragraph 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

## **9. INFORMATION MANAGEMENT**

The Recipient will use the Infrastructure Recipient Information System (IRIS), or a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

## **10. AUDIT**

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.2 (Accounting Principles).
- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

## **11. EVALUATION**

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

## **12. ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

## **13. COMMUNICATIONS**

### **14.1 COMMUNICATIONS PROTOCOL**

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) 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.
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
  - i. its name, the amount awarded by Canada, and the general nature of the Project; and
  - ii. any evaluation or audit report and other reviews related to this Agreement.

### **14.2 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.

## **14. DISPUTE RESOLUTION**

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.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

## **15. DEFAULT**

### **15.1 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; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

### **15.2 DECLARATION OF DEFAULT**

Canada may declare default if:

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

### **15.3 REMEDIES ON DEFAULT**

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by 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 this Agreement.

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

### **16.1 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.

### **16.2 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, loss of, 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.

### **16.3 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 this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## 17. DISPOSAL OF ASSETS

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

## 18. GENERAL

### 18.1 SURVIVAL

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

### 18.2 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) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

### 18.3 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 Canada forthwith on demand.

### 18.4 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*.

### 18.5 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.

### 18.6 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 general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### 18.7 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.

### 18.8 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.

**18.9 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.

**18.10 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.

**18.11 COUNTERPART SIGNATURE**

This Agreement may be executed and delivered in counterparts (including by mail 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.

**18.12 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.

**18.13 AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties.

**18.14 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.

**18.15 NOTICE**

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

ASSISTANT DEPUTY MINISTER  
COMMUNITIES AND RURAL ECONOMIC DEVELOPMENT BRANCH  
INFRASTRUCTURE CANADA  
1100 - 180 Kent Street  
Ottawa, Ontario  
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

[POSITION TITLE]

[ADDRESS]

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

**18.16 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.

**18.17 GOVERNING LAW**

This Agreement is governed by the laws applicable in the province of the Recipient.

**18.18 SUCCESSORS AND ASSIGNS**

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

**18.19 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 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 in relation to such rights and to the Agreement.

**19. ENVIRONMENTAL AND IMPACT ASSESSMENT**

**19.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

The Recipient agrees that no construction, physical activity or site preparation may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until the requirements under the applicable federal environmental or impact assessment legislation are met and continue to be met and the requirements under any applicable agreements between Canada and Aboriginal groups are met and continue to be met.

**19.2 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS**

The Recipient will comply with, to the satisfaction of Canada and at the Recipient's own expense, any conditions related to the Project in relation to this section (Environmental and Impact Assessment) and will ensure access to Project sites, facilities, and documentation in accordance with section 12 (Access).

**19.3 CHANGES TO PROJECT OR OTHERWISE**

If, as a result of changes to the Project or otherwise, Canada is of the opinion that there are requirements under the applicable federal environmental or impact assessment legislation in relation to the Project, the Recipient agrees that construction of the Project or any other physical activity that is carried out in relation to the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until those requirements have been met and continue to be met.

**20. ABORIGINAL CONSULTATIONS**

The Recipient agrees that:

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirements, have been met and continues to be met. If required, Canada must be satisfied that:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) if applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) accommodation measures, where appropriate, are being carried out by the Recipient and these costs may be considered Eligible Expenditures; and
- d) any other information has been provided that Canada may deem appropriate.

**SIGNATURES**

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure and Communities and on behalf of the Recipient by the Mayor of the Corporation of the City of Brampton.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CORPORATION OF THE CITY OF BRAMPTON

\_\_\_\_\_  
The Honourable Catherine McKenna  
Minister of Infrastructure and Communities

\_\_\_\_\_  
Patrick Brown  
Mayor of the Corporation of the City of Brampton

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

DRAFT

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

### **A.1. ELIGIBLE EXPENDITURES**

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
  - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
  - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
    - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
    - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
    - 3. The arrangement is approved in advance and in writing by Canada.
  - iii. Costs of Aboriginal consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

### **A.2 INELIGIBLE EXPENDITURES**

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per paragraph A.1.a).
- b) Expenditures incurred for cancelled Projects.
- c) Expenditures of relocating entire communities.
- d) Costs for and associated with the acquisition of land.
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.a)ii;
- f) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.a)ii;
- g) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys).
- h) Any goods and services costs which are received through donations or in-kind.
- i) 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.
- j) Expenditures associated with operating expenses and regularly scheduled maintenance work.
- k) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project.
- l) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Aboriginal consultation obligations have been met and continue to be met; and
- m) Expenditures related to all emergency services infrastructure.

## SCHEDULE B – PROJECT DETAILS

### B1. Project Description:

A 66-year-old concrete diversion channel is the main mechanism that Brampton, Ontario—Canada's second fastest growing and youngest urban community—has to protect its historic downtown from flooding of the Etobicoke Creek. This project seeks to increase capacity and extend the life of this conduit, and to introduce measures to prevent flood damage to businesses, homes, public assets and critical infrastructure; including a busy passenger and CN freight rail line that facilitates goods movements across Canada's Innovation Super Corridor. The project will also provide resiliency against increases in frequency and magnitude of extreme events due to climate change.

In particular, the project involves the following:

- reconfiguration of the existing 600-m channel by lowering and widening it to increase conveyance capacity for flood flows
- replacement of bridges with larger spans to allow for increased conveyance within the widened channel
- redesign of nearby infrastructure such as roadways and trail systems

Together, these measures will provide sufficient assurance that flooding will be mitigated to ensure public safety, and that the provincial development restrictions for the 31-ha floodplain can be lifted. It will unlock development potential, create jobs, boost small business and support cultural events.

Ultimately, this project is the key to revitalizing the area and creating a healthy, vibrant and resilient downtown. Brampton's vision is for this now largely inaccessible and dormant area of downtown to be transformed into the beating heart of a renewed and green urban centre. The downtown will feature transit connections, drive economic development, become a visitor attraction and source of civic pride.

#### B1.1 Project Objective:

There are three main objectives to replacing the existing 600-m diversion channel for the Etobicoke Creek through downtown Brampton:

- Protect existing properties in Brampton's historic downtown core from flood damage during the regulatory storm event (Hurricane Hazel, for this region on Ontario) and the likely increase in storms with a high risk of flooding due to climate change.
- Allow the removal of provincial development restrictions for the Etobicoke Creek floodplain, which includes downtown Brampton.
- Spur the revitalization of the downtown core, as a driver of economic, environmental, social and cultural sustainability that will support population growth and create a civic identity.

The project aligns exactly with the objectives of the Disaster Mitigation and Adaptation Fund with regard to management of natural hazards and the consequences thereof. History shows the consequences of flooding in Brampton. A series of devastating floods in the early 20th century caused millions of dollars in damage to businesses, homes and public infrastructure. This prompted construction of the current channel in 1952, and the simultaneous diversion of the creek. However, the infrastructure is no longer adequate in size, it is aging and must be upgraded. At the same time, the City is aware that it must plan for the increased possibility of flooding due to climate change, and make every effort to mitigate that risk now.

Brampton residents, through an unprecedented planning vision engagement process, have told us that environment is a priority. This project will contribute to a sustainable community and will enhance tree cover in the middle of the growing city, help residents and businesses reduce greenhouse gas emissions by encouraging walking and biking, connect neighbourhoods and enhance links to transit.

#### List of Assets:

*If this DMAF Project includes ultimate recipients, please list all the assets that are part of the DMAF Project and note if they are related to an ultimate recipient agreement, and name the ultimate recipient.*

<b>Assets (example)</b>	<b>Applicable Ultimate Recipient Agreement</b>
A – Etobicoke Creek Diversion Channel	Yes; Ultimate Recipient is Toronto & Region Conservation Authority
B – Queen Street Bridge	N/A
C – Church Street Bridge	N/A
D – Scott Street Bridge	N/A
E – CN Rail Bridge	N/A
F – Roadway: Ken Whillans Drive	N/A
G – Roadway: Church Street	N/A

**B1.2 Expected Results at Project completion (by asset or asset system):**

<b>Expected Outputs and immediate Outcome(s)</b>	<b>Indicators</b>	<b>Baseline</b>	<b>Target</b>	<b>Actual Results (info to be included in final report)</b>
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	<b>A:</b> 600m of widened and deepened channel <b>B,C,D,E:</b> Replacement of bridge with larger span <b>F:</b> Relocation and reconstruction of roadway <b>G:</b> Modification to roadway profile	<b>A:</b> 600m of widened and deepened channel <b>B,C,D,E:</b> Replacement of bridge with larger span <b>F:</b> Relocation and reconstruction of roadway <b>G:</b> Modification to roadway profile	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	<b>A.</b> 100 yr <b>B.</b> 100 yr <b>C.</b> 100 yr <b>D.</b> 100 yr <b>E.</b> 100 yr <b>F.</b> 50 yr <b>G.</b> 50 yr	<b>A.</b> >100 yr <b>B.</b> >100 yr <b>C.</b> >100 yr <b>D.</b> >100 yr <b>E.</b> >100 yr <b>F.</b> >50 yr <b>G.</b> >50 yr	
	Performance of newly built or improved infrastructure Assets (ex. m <sup>3</sup> )	<b>A,B,C,D,E:</b> Conveyance capacity for flows from Hurricane Hazel storm <b>F, G:</b> Elevation of roadway to ensure no overtopping by flood waters	<b>A,B,C,D,E:</b> Conveyance capacity for Hurricane Hazel + 25% <b>F, G:</b> No overtopping plus 0.3m freeboard	

Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	< 5%	< 5%	
	Percentage of local economic losses per hazard	Unknown	Unknown	
	Percentage of population without essential services during hazard	< 2%	< 2%	
	Number of missing people/lives lost	≥ 10 and ≤ 30	< 10	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	0	\$113,000,000	
<b>Minimum Federal Requirements</b>	<p>All projects under the DMAF must meet the following federal requirements:</p> <ul style="list-style-type: none"> <li>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</li> <li>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</li> </ul>			

**B1.3 Boundaries:**

		Project Component Mid-Points	
Project Component	Midpoint km	CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
1. Etobicoke Creek Diversion Channel		43°41'26.0"N	79°45'23.0"W
2. Queen Street Bridge		43°41'24.2"N	79°45'19.5"W
3. Church Street Bridge		43°41'28.3"N	79°45'33.4"W
4. Scott Street Bridge		43°41'26.0"N	79°45'25.5"W
5. CN Rail Bridge		43°41'20.2"N	79°45'14.9"W
6. Roadway: Ken Whillans Drive		43°41'30.3"N	79°45'38.6"W
7. Roadway: Church Street		43°41'28.3"N	79°45'33.4"W

**B2. Project Components and Cashflow**

Project Components	Estimated Expenditures			Forecast							
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year							
				2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Project Cost	\$97,130,992	\$97,130,992	\$38,852,397	\$0	\$2,352,000	\$12,000,000	\$12,000,000	\$12,500,397	\$0	\$0	\$0
<b>Total</b>	\$97,130,992	\$97,130,992	\$38,852,397	\$0	\$2,352,000	\$12,000,000	\$12,000,000	\$12,500,397	\$0	\$0	\$0

**B3. Total Financial Assistance: \$97,130,992**

Recipient: \$58,278,595

Canada: \$38,852,397

Other contributors: \$0

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **C.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 to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **C.2 GUIDING PRINCIPLES**

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

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

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

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **C.3 GOVERNANCE**

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

### **C.4 PROGRAM COMMUNICATIONS**

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

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

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

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) 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.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

### **C.5 INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

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

### **C.6 OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

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

### **C.7 SIGNAGE**

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

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 will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and

remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per subsection 8.1 b) (Progress Report).

**C.8 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 funded Project. However, such a campaign must respect the provisions of this Agreement. 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.

DRAFT

## SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Infrastructure and Communities, and the Recipient, as represented by \_\_\_\_\_(Name), concerning the “Protecting Our Future: Flood mitigation and physical, economic, social and cultural resilience for historic downtown Brampton, ON by reconstructing 600m of the concrete Etobicoke Creek bypass channel” Project.

I, \_\_\_\_\_(Name), of the City of Brampton, Ontario, declare as follows:

1. I hold the position of \_\_\_\_\_with the Corporation of the City of Brampton and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
  
2.
  - a) I have received the following documents for the “Protecting Our Future: Flood mitigation and physical, economic, social and cultural resilience for historic downtown Brampton, ON by reconstructing 600m of the concrete Etobicoke Creek bypass channel” Project:
    - i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer) for the Project.
    - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
  - b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that the Project:
    - i. has been substantially completed, as described in Schedule B.1 (Project Description) of the Agreement, dated on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_;
    - ii. was carried out between the dates \_\_\_\_\_ (start date) and \_\_\_\_\_ (Substantial Completion Date).
  
3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the [applicable environmental review or assessment e.g., *Impact Assessment Act, 2019*, or *Northern Regime*]:
  - i. [LIST NAME OF RELEVANT DOCUMENT(S)] signed by \_\_\_\_\_ (Name), an \_\_\_\_\_ .
  - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
  
4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City), in \_\_\_\_\_ (Province/Territory) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)