

# CANADA – BRITISH COLUMBIA

## BILATERAL AGREEMENT

### PUBLIC TRANSIT INFRASTRUCTURE FUND

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, Communities and Intergovernmental Affairs (“Canada”)

**AND:** **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA**, as represented by the as represented by the Minister of Transportation and Infrastructure and by the Minister of Community, Sport and Cultural Development (“British Columbia”)

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

**WHEREAS** the Government of Canada announced in Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada's economy for the future.

**WHEREAS** the Government of Canada proposes to provide \$11.9 billion from this plan of which \$3.4 billion will be used to upgrade and improve public transit systems and \$2.0 billion will be used for investments in water and wastewater projects.

**WHEREAS** Canada and British Columbia are committed to taking climate action through rapid transit expansion that reduces traffic congestion, air pollution and GhG emissions while growing our economy

**WHEREAS** Canada and British Columbia recognize investments in rapid transit will create new opportunities to build housing for people that's affordable, with lower carbon footprints, in stronger communities that are connected to the places people need to access -- whether it's work, school, shopping, or recreation.

**WHEREAS** Canada and British Columbia value regional growth that enhances quality of life for people living in one of the most vibrant and dynamic urban areas in the world to ensure we continue to build communities that we are proud to call home.

**WHEREAS** the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Program entitled the Public Transit Infrastructure Fund (PTIF) and wishes to provide financial support to British Columbia for Projects under the Program under this Agreement.

**NOW THEREFORE**, the Parties 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 Section.

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

“**Agreement End Date**” means March 31, 2020.

“**Asset**” means any real or personal property or immovable or movable asset, acquired, constructed, rehabilitated or improved, in whole or in part, with funds provided by Canada under the terms and conditions of this Agreement.

**“Communications Activities”** include, but are 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.

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

**“Eligible Expenditures”** mean those costs of a Project incurred and eligible for payment by Canada as set out in Schedule A (Program Details).

**“Fiscal Year”** means from April 1<sup>st</sup> of a calendar year to March 31<sup>st</sup> of the next calendar year.

**“Joint Communications”** are events, news releases, and signage that relate to the promotion of the Program and/or Projects and are collaboratively developed and approved by Canada, British Columbia and the Ultimate Recipient, and are not operational in nature.

**“Oversight Committee”** means the committee established in accordance with Section 7 (Oversight Committee).

**“Program”** means PTIF as set out in Schedule A (Program Details).

**“Project(s)”** means one or more projects as set out in the Project List and approved by Canada.

**“Project Incrementality”** means a Project that would not otherwise have been undertaken in 2016-17 or 2017-18 and/or a Project that would not have been undertaken without federal funding.

**“Project List”** means the list of projects that British Columbia will identify, to be funded through the Program in accordance with Section 8 (Project Identification, Approval and Amendments).

**“Project Complete”** means when a Project can be used for the purpose for which it was intended, all required reports have been submitted to British Columbia and final payment has been made.

**“Total Financial Assistance”** means total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

**“Ultimate Recipient”** means an entity identified under sections A.1 b) and A.2 b) of Schedule A (Program Details) that is eligible to receive funding under the Program for a Project under this Agreement.

**“Ultimate Recipient Agreement”** means an agreement between British Columbia and the Ultimate Recipient under the PTIF.

## **1.2 ENTIRE AGREEMENT**

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

## **1.4 SCHEDULES**

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

Schedule A – Program Details

Schedule B – Reporting

Schedule C – Communications Protocol

## **2. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to British Columbia for Projects.

## **3. COMMITMENTS BY CANADA**

- a) Canada agrees to provide funding under PTIF to British Columbia in a total amount not to exceed four hundred sixty million four hundred ninety thousand (\$460,490,000) to be paid in accordance with Schedule A (Program Details).
- b) The Parties acknowledge that Canada's role in a Project is limited to making a financial contribution to British Columbia for that Project and that Canada will have no involvement in the implementation of that Project or its operation. Canada is neither a decision-maker nor an administrator to a Project.

## **4. COMMITMENTS BY BRITISH COLUMBIA**

- a) British Columbia will be responsible for the complete, diligent, and timely implementation of this Agreement, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) Unless British Columbia is the Ultimate Recipient, British Columbia will enter into an Ultimate Recipient Agreement with each Ultimate Recipient and ensure that Ultimate Recipient Agreements are consistent with but are no less favourable to Canada than the relevant provisions of this Agreement. Where British Columbia is an Ultimate Recipient, British Columbia will be subject to all terms and conditions set out in this Agreement.
- c) British Columbia acknowledges that funding that may be received from Canada for this Program is not intended to replace or displace existing sources of funding for Ultimate Recipient expenditures on Projects. As such, over the term of this Agreement, British Columbia will ensure that Ultimate Recipient expenditures on Projects must result in incremental spending.
- d) British Columbia will ensure that Ultimate Recipients have provided the following proof that Projects on the Project List meet the definition of Project Incrementality:
  - i. New motion for funding new projects;
  - ii. Documentation that shows that projects were not identified or were not funded in capital plans;
  - iii. Documentation that shows that projects were brought forward in capital plans from future years; or
  - iv. Other proof as agreed to by Canada.
- e) British Columbia will be responsible for any costs associated with a withdrawn or cancelled Project, and any costs related to a Project for which the proof of Project Incrementality has not been provided and will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- f) British Columbia will inform Canada immediately of any fact or event that will compromise wholly, or in part, a Project.

## **5. APPROPRIATIONS**

- a) Notwithstanding any other provision of this Agreement, funding is dependent on an appropriation of funds by the Parliament of Canada for the Fiscal Year in which the payment is to be made.

- b) 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.
- c) Canada acknowledges that any contribution to a Project by British Columbia is subject to an appropriation by British Columbia Legislature.

## **6. FISCAL YEAR BUDGETING**

- a) The amount of the funding payable by Canada for each Fiscal Year as set out in section A.1 c) ii. of Schedule A (Program Details).
- b) If the actual amount payable by Canada in respect of any Fiscal Year is less than the estimated amount in section A.1 c) ii. of Schedule A (Program Details), British Columbia may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 5 (Appropriations), Canada agrees to make reasonable efforts to accommodate British Columbia's request. British Columbia 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 in accordance with to Section 3 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada in accordance with to Section 3 (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.

## **7. OVERSIGHT COMMITTEE**

Within sixty (60) business days of the signing of this Agreement, the Parties will establish one or more Oversight Committee(s) co-chaired by representatives of Canada and British Columbia or use an already existing Committee established between the Parties to monitor this Agreement. The Oversight Committee(s) will:

- a) monitor compliance of the implementation of this Agreement with the terms and conditions of this Agreement;
- b) act as a forum to resolve potential issues and address concerns;
- c) review and, as necessary, recommend to the Parties amendments to the Agreement;
- d) monitor the implementation of the Schedule C (Communications Protocol);
- e) approve and ensure audits plans are carried out as per the Agreement; and
- f) attend to any other function required by this Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

## **8. PROJECT IDENTIFICATION, APPROVAL AND AMENDMENTS**

### **8.1 PROJECT IDENTIFICATION AND APPROVAL**

- a) British Columbia will provide to Canada an initial Project List to be funded under the PTIF subject to the provisions in Schedule A (Program Details) upon signature of the Agreement for Canada's approval.
- b) Within six months of the Effective Date of the Agreement, British Columbia will fully allocate the entirety of Canada's contribution towards Projects in accordance with Schedule A (Program Details) through the submission of additional Project List(s), if required, for Canada's approval.

- c) The Project List for each Program will be submitted in a format acceptable to Canada, signed by a delegated senior official and will include the following information for each Project:
- i. Unique Project Identifier
  - ii. Ultimate Recipient;
  - iii. Project location;
  - iv. Project address;
  - v. Project Title;
  - vi. A description of the Project;
  - vii. Identification of Nature of Project
    - a. New
    - b. Rehabilitation
    - c. Expansion
    - d. Study/Planning/Asset Management
  - viii. Total Project Cost, Total Eligible Cost and a breakdown of all funding sources;
  - ix. Forecasted project start date and end date;
  - x. Eligible Investments Category as per Schedule A.1 e) (Eligible Investments Categories) under PTIF;
  - xi. Whether any part of the Project is located on federal land;
  - xii. Identification of which of the following objectives the Project will support:
    - a. Increased capacity or lifespan of the Asset;
    - b. Enhanced service;
    - c. Improved environmental outcomes.
  - xiii. Whether the Ultimate Recipient has evidence of incrementality;
  - xiv. Description of risk factors of the Project;
  - xv. An attestation signed by a senior delegated official of British Columbia that Project Incrementality has been met; and
  - xvi. An attestation that federal funding will support only Eligible Expenditures and that the Projects on the Project List(s) meet the provisions as specified in this Bilateral Agreement.
- d) Canada reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 16 (Environmental Assessment) and 17 (Aboriginal Consultation).
- e) In cases of new or expansion Projects, Canada may require additional assurance that Projects can be completed by March 31, 2018 for PTIF. This may include assurances by professionals (e.g. architects, engineers).
- f) Canada will inform British Columbia once a Project List has been approved or rejected.
- g) British Columbia will promptly inform Canada of any cancelled or withdrawn Projects and promptly provide to Canada a revised Project List for approval.

## **8.2 PROJECT AMENDMENTS**

- a) British Columbia will submit a revised Project List for approval by Canada when seeking to modify, add or delete a Project. The revised Project List will include all information required under Section 8.1 c) (Project Identification, and Approval).
- b) Canada reserves the right to request additional information for review and approval purposes, including assessment of risks to make a determination as per Sections 16 (Environmental Assessment) and 17 (Aboriginal Consultation). Canada will inform British Columbia once the revised Project List has been approved.

## **9. PAYMENTS**

### **9.1 PAYMENT CONDITIONS**

Canada will not:

- a) pay interest for failing to make a payment under this Agreement;
- b) pay any claims until the requirements under Section 16 (Environment) and Section 17 (Aboriginal Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; and
- c) Pay any claims until all reports as required under Schedule B (Reporting) are received and accepted by Canada.

### **9.2 PAYMENTS**

- a) British Columbia will submit a request for payment to Canada covering the Eligible Expenditures for all Projects, at a minimum, on a semi-annual basis, in a form acceptable to Canada. Each request for a payment will include an attestation in a format acceptable to Canada, signed by a delegated senior financial official, that Eligible Expenditures have been incurred.
- b) Canada will promptly make a payment to the British Columbia upon review and approval of a payment request, subject to the terms and conditions of the Agreement.

### **9.3 PAYMENT DEADLINE**

- a) Canada will make payments no later than March 31, of the year following the Fiscal Year in which the Eligible Expenditures were incurred;
- b) Canada will make the final payment under PTIF no later than October 31, 2019.

### **9.4 RETENTION OF CONTRIBUTION**

Canada will retain a minimum of ten percent (10%) of its funding for each Program under this Agreement. The amount retained by Canada for a Program will be released by Canada when:

- a) British Columbia fulfils all of its obligations for that Program under this Agreement; and
- b) the Parties carry out a final reconciliation of all claims and payments in respect of that Program and make any adjustments required in the circumstances

## **10. REPORTING**

- a) British Columbia will provide to Canada, at minimum on a semi-annual basis:
  - i. a project progress report in a format acceptable to Canada and in accordance with Section B.1 of Schedule B (Reporting); and
  - ii. an outcomes progress report in a format acceptable to Canada on completed Projects and in accordance with Section B.2 of Schedule B (Reporting).
- b) British Columbia will submit, in a format acceptable to Canada, no later than October 31, 2019:
  - i. final project report in accordance with Section B.3 of Schedule B (Reporting); and
  - ii. final outcomes report on all Projects in accordance with Section B.4 of Schedule B (Reporting).

## **11. AUDIT**

- a) British Columbia will conduct audits as required under the audit plans approved by the Oversight Committee. The audit plan will include at minimum one compliance audit, which will include a financial component, over the term of the Agreement and up to two years after the Agreement End Date.

- b) British Columbia agrees to provide Canada with all relevant audit reports and will ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. British Columbia will submit to Canada in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- c) Canada reserves the right to undertake any audit in relation to this Agreement at its expense. In the event where Canada does undertake an audit, it will provide British Columbia reasonable notice.
- d) British Columbia will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after the termination of this Agreement and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Agreement.

## **12. EVALUATION**

British Columbia may be asked to participate in an evaluation of the Program and agrees to provide Project-related information to Canada during and following the Agreement end Date in order for Canada to conduct an evaluation of the performance of the Program. All evaluation results will be made available to the public.

## **13. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith and reasonably, attempt to resolve potential disputes as soon as possible and in any event within thirty (30) business days within receipt of notice of such contention issue. Where the Oversight Committee cannot agree on a resolution, the matter 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 any contentious issue or dispute raised by either Party may be suspended by Canada 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 either Party to terminate this Agreement.

## **14. INDEMNIFICATION**

British Columbia will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, an Ultimate Recipient Agreement or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## **15. DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by the Parties, British Columbia will ensure that the Ultimate Recipient will retain title to and ownership of an Asset for five (5) years after the Agreement End Date.

- b) If at any time within five (5) years from the Agreement End Date of a Project, an Ultimate Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, British Columbia, a local government, a transit agency or authority established by British Columbia or a local government, or an organization designated by British Columbia and agreed to by Canada, the Ultimate Recipient may be required to reimburse Canada, via British Columbia, any funds received from British Columbia for the Project.

## **16. ENVIRONMENTAL ASSESSMENT**

Canada's funding for a Project is conditional upon Canada being satisfied that the responsibility of the federal authority and/or responsible authority under the *Canadian Environmental Assessment Act, 2012 (CEAA, 2012)* and other applicable agreements between Canada and Aboriginal groups are met and continues to be met.

## **17. ABORIGINAL CONSULTATION**

Canada's funding for a Project is conditional upon Canada being satisfied that its obligations with respect to the legal duty to consult, and if applicable accommodate Aboriginal groups are met.

## **18. GENERAL**

### **18.1 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 Public Sector Accounting Standards in effect in Canada.

### **18.2 SURVIVAL**

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

### **18.3 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

### **18.4 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.

### **18.5 ASSIGNMENT**

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

### **18.6 AMENDMENTS**

This Agreement may be amended from time to time on written agreement of the Parties.

### **18.7 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.



## **18.8 NOTICE**

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

for Canada:

ASSISTANT DEPUTY MINISTER  
Program Operations Branch  
Infrastructure Canada  
1100 - 180 Kent Street  
Ottawa, Ontario  
K1P 0B6

or to such other address or facsimile number or addressed to such other person as Canada may, from time to time, designate in writing to British Columbia; and

for British Columbia:

ASSISTANT DEPUTY MINISTER  
Infrastructure Department  
Ministry Of Transportation and Infrastructure  
5th Floor, 940 Blanshard Street  
Victoria, British Columbia  
V8W 9N3

or such other address or facsimile number or addressed to such other person as British Columbia, from time to time, designate in writing to Canada.

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

## **18.9 COMPLIANCE WITH LAWS**

British Columbia will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

## **18.10 GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of British Columbia.

## **18.11 SUCCESSORS AND ASSIGNS**

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

## SIGNATURES

This Agreement has been executed on behalf of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs and on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Minister of Transportation and Infrastructure and the Minister of Community, Sport and Cultural Development.

CANADA

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA

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The Honourable Amarjeet Sohi  
Minister of Infrastructure,  
Communities and  
Intergovernmental Affairs

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The Honourable Todd Stone, Minister of  
Transportation and Infrastructure

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Date

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Date

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA

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The Honourable Peter Fassbender,  
Minister of Community, Sport and Cultural  
Development

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## SCHEDULE A – PROGRAM DETAILS

### A.1 Public Transit Infrastructure Fund (PTIF)

a) Objective:

The PTIF will help accelerate short term municipal investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

b) Ultimate Recipient

The following are eligible as Ultimate Recipients for funding:

- i. Province and territories,
- ii. Municipal or regional governments established by or under a provincial or territorial statute
- iii. Transit agencies or authorities established by a provincial, territorial, or local government.
- iv. Organizations designated by British Columbia and agreed to by Canada.

c) Canada's Funding

i. Allocation to Ultimate Recipient

- a) British Columbia agrees to allocate a minimum of \$50,000 to each Ultimate Recipient with the remaining funds being distributed based on ridership as set out below:

Ultimate Recipient	Ridership	Allocation
BC Transit	48,730,728	\$90,000,000
Translink	233,288,644	\$370,000,000

- b) British Columbia will promptly provide to Canada updates to the table upon any revision of the allocations for Canada's approval.

ii. Fiscal Year Breakdown

Canada's total funding for all Projects will be allocated in accordance with the estimated Fiscal Year breakdown below:

	Canada
2016-2017	\$120,100,000
2017-2018	\$225,890,000
2018-2019	\$114,500,000
TOTAL	\$460,490,000

iii. Administrative Funding

British Columbia may allocate up to 1% of Canada's total funding for administrative costs incurred in the implementation of this Agreement.

d) Stacking & Cost Sharing

The maximum federal funding to a Project, from all federal sources, will not exceed one half (50 %) of the total Eligible Expenditures for that Project. If the federal Crown's total contribution towards a Project exceeds fifty percent (50%) of that 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 British Columbia or reduce its contribution by an amount equal to the excess.

e) Eligible Investments Categories

The following are eligible investments:

- i. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets;

refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations);

- ii. Expenditures to support the asset management capacity of a public transit system;
- iii. Expenditures to support the design and planning for the future expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- iv. Projects for system expansion, which may include active transportation, if they can be completed within the program timeframe.

Note: Active transportation infrastructure includes those elements that support active transportation, including but not limited to: improved sidewalks, dedicated bike lanes, pedestrian-bicycle signals and safer crossing points, bike racks, and greenways for walking and cycling. Infrastructure investments can contribute to building integrated networks of pedestrian and cycling paths that are designed for efficient transportation and make access to public transit easily integrated with pedestrian and cycling facilities.

f) Eligible Expenditures

Eligible Expenditures will include the following:

- i. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under Schedule A.1 g) (Ineligible Costs);
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation; and
- iii. Costs incurred between April 1, 2016 and March 31, 2018.

g) Ineligible Costs

Ineligible costs include the following:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018;
- ii. Costs incurred for cancelled Projects;
- iii. Land acquisition; 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;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates; and
- vii. Costs associated with operating expenses and regularly scheduled maintenance work.

## SCHEDULE B – Reporting

### B.1 PROJECT PROGRESS REPORT

The progress report will include the following information:

Unique Project Identifier
Ultimate Recipient Legal Name
Project Title
Project Description
Total Project Cost
Total Eligible Cost
Program Contribution (Eligible Expenditures)
Other Federal Contributions (Eligible Expenditures)
Provincial Contribution (Eligible Expenditures)
Municipal Contribution (Eligible Expenditures)
Other Contribution (Eligible Expenditures)
Federal Signage Installed (Y/N)
Forecasted Start Date (Up-dated from Project List)
Forecasted End Date (Up-dated from Project List)
Actual Start Date
Actual End Date
Progress Towards Completion (%)
Project Complete? (Y/N)
Progress Note
Risk Factors
Mitigation Measures

### B.2 OUTCOMES PROGRESS REPORT

- a) British Columbia will provide relevant baseline data for the performance indicators identified below in B.2 c) within six (6) months of the Effective Date of the Agreement.
- b) British Columbia will be required to provide aggregated results on progress on outcomes based on relevant performance indicators identified below B.2 c).
- c) The performance indicators for PTIF are as follows:

Outcome	PTIF Performance Indicator
Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology
Funded plans are being implemented	Number of funded plans or studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Improved rehabilitation	Average number of years of useful life remaining on transit assets, extended as a result of funded investments
	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding
	Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments
Increased safety	Number of funded transit system projects that have added safety features or equipment
	Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments
Increased accessibility	Average increase in percentage of transit system fleets that are low-floor accessible as a result to funding

Improved efficiency	Average Life Cycle Cost of applicable transit system assets after completion of funded investments
	Average litres of fuel per passenger-kilometre after completion of funded investments
	Total estimated cubic-meters of natural gas saved as a result of funded investments
	Total estimated kilowatt-hours saved as a result of funded investments
Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects
Projects are incremental	Total value of capital expenditures for transit projects for year 2016 (to be reported on at final report)
	Total value of capital expenditures for transit projects for year 2017 (to be reported on at final report)

### **B.3 FINAL PROJECT REPORT**

The final report will include the following:

- a) All information required under Schedule B.1 (Project Progress Report)
- b) An attestation, signed by a delegated senior official, that:
  - i. Projects have been completed;
  - ii. federal funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement; and
  - iii. Project Incrementality has been respected.

### **B.4 FINAL OUTCOMES REPORT**

The final outcomes report will include aggregated results on outcomes based on performance indicators identified in B.2 c) against the baseline data provided in B.2 a).

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **C.1 Purpose**

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

### **C.2 Guiding Principles**

- a) Communications Activities undertaken through this Communications 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 funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) British Columbia is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients and for ensuring their compliance.
- d) British Columbia will communicate to Ultimate Recipients any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **C.3 Joint Communications**

- a) Canada, British Columbia and the Ultimate Recipient will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Ultimate Recipient.
- c) All Joint Communications material will be approved by Canada and will recognize Canada's contribution under Schedule A (Program Details) and/or the Total Financial Assistance received for the Project(s).
- d) Each of the Parties or the Ultimate Recipient may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. 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 the opportunity for the other Parties or the Ultimate Recipient to choose to participate and choose their own designated representative (in the case of an event).
- f) 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 other Parties' logos. In such cases, Canada will provide the translation services and final approval on products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

### **C.4 Individual Communications**

- a) Notwithstanding Section C.3 of this Communications Protocol (Joint Communications), Canada retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through its own Communications Activities.
- b) Each Party may include general Program messaging and Project examples in their own Communications Activities. Canada, British Columbia and the Ultimate Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.

### **C.5 Operational Communications**

British Columbia and the Ultimate Recipient are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **C.6 Media Relations**

Canada and British Columbia will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **C.7 Signage**

- a) Canada, British Columbia and the Ultimate Recipient may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada, British Columbia or the Ultimate Recipient will produce and install a sign to recognize federal funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.
- c) Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal contribution and be approved by Canada.
- d) British Columbia agrees to inform Canada of sign installations.
- e) If erected, signage recognizing the federal contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- f) If erected, signage recognizing the federal contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- g) The Ultimate Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- h) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will clearly recognize Canada's contribution under Schedule A (Terms and Conditions) and/or the Total Financial Assistance received for the Project(s).

## **C.8 Communicating With Ultimate Recipients**

British Columbia agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

## **C.9 Advertising Campaigns**

Recognizing that advertising can be an effective means of communicating with the public, Canada and British Columbia may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.