

Infrastructure (SIMSI). Modifications and improvements to the system may be made by Canada at its own expense.

- D.4.3 Should data and information in addition to that provided for under this Agreement be required to support SIMSI, GO Transit and Ontario agree to provide the Federal Implementing Minister the necessary information in its possession. Any significant additional cost may be considered as an Eligible Cost under this Agreement where approved by the Committee.

D.5 *Project and Program Evaluation*

- D.5.1 As per subsection 10.1, the Parties agree to cooperate in conducting a prospective and retrospective evaluation of the Proposed Projects. The data required for the prospective evaluation is described in subsection D.2.1. GO Transit agrees to provide the data necessary to complete a retrospective evaluation of each Proposed Project, to be done upon completion of the Program, including:

- Improvement in transit times;
- Increased ridership;
- Reduced frequency of delays;
- Final benefit-cost analysis;
- Analysis of improvements in health and safety;
- A description of the benefits of the Program including social, health, economic and environmental factors;
- An assessment of environmental impacts and mitigation measures followed;
- An assessment of community impacts, the outreach and mitigation activities taken and public satisfaction with the Program;
- Direct and indirect employment created;
- Impact on economic development and tourism; and,
- Evaluation and description of any technology and innovative techniques used.

- D.5.2 In accordance with subsection 10.2, Canada will undertake a national evaluation of the Canada Strategic Infrastructure Fund, the costs of which shall be borne by Canada. GO Transit and Ontario agree to cooperate in the undertaking of this program level evaluation. Any data and information generated under this Agreement may be used for such an evaluation and GO Transit and Ontario agree to provide to Canada any existing information related to the Agreement in its possession, if required, for such an evaluation. If additional data is required by Canada, it is agreed that additional studies and surveys may be undertaken at Canada's expense.

D.2.2 Project Component Information: For each Project Component to be approved, GO Transit agrees to provide a description of the Project Component to the Committee, including but not limited to:

1. A detailed description and schedule of the work to be completed including start and completion dates for each Project Component;
2. A detailed budget and cash flow identifying Eligible Costs;
3. A description of the contracts to be issued for the Project Component; and,
4. Confirmation that the requirements of all environmental assessments as per the *Canadian Environmental Assessment Act* and *Environmental Assessment Act* (Ontario) have been adhered to.

D.3 Annual Report

D.3.1 As per subsection 3.3, GO Transit will provide an annual report within one hundred and twenty (120) days of the end of each Fiscal Year. Such annual report shall include the following:

1. **General Overview of Results:** A general overview of the results accomplished under the Agreement during the Fiscal Year, including a description of the work completed, expenditures, environmental issues, any concerns affecting progress or completion of the Program, and any other issues that may affect completing the Program as per this Agreement.
2. **Schedule "B.2" revisions:** including changes made by either the Ministers or the Committee such as the number and date of revisions, Project Components approved or modified, cash flow and budget changes.
3. **Project Component updates, including but not limited to:**
 - Description, map and status of the work completed on approved Project Component;
 - Contracts started/completed and estimated date of completion of contracts;
 - Major milestones including the opening of a section of a Proposed Component;
 - Maps and photographs of the contract locations showing work in progress and the work completed on approved Project Components;
 - Progress report on each Project Component;
 - Status of any ongoing or outstanding environmental issues;
 - Employment statistics from the work done on each Project Component;
 - Whether there has been an increase/decrease in the number of passengers/trains over/through a Project Component;
 - The cost of the Program to date and how much has been paid into the Program by all parties; and
 - Any public concerns regarding the Program.
4. **Communications activities completed during the Fiscal Year;**
5. **A Fiscal Year-end summary table of all expenditures under the Agreement; and,**
6. **A copy of the annual audit for the Program.**

D.4 Project Management Information

D.4.1 Canada and GO Transit agree to use Transport Canada's HCoMS system to process GO Transit's claims and Canada's payments and monitor progress under the Agreement. Modifications and improvements to the system may be made by Canada at its own expense.

D.4.2 GO Transit and Ontario agree that the data provided under this Agreement, will be used to support the Government of Canada's Shared Information Management System for

CANADA - ONTARIO – GO TRANSIT AGREEMENT ON
GO TRANSIT RAIL INFRASTRUCTURE IMPROVEMENTS

2003-2004/2011-2012

SCHEDULE D – INFORMATION

D.1 General

- D.1.1 The Parties agree that the sharing of accurate and timely data and information is essential to ensure the sound management of this Agreement, and to report to Canadians on results and accomplishments. The purpose of this Schedule is to describe the data and information to be collected and provided under this Agreement.
- D.1.2 In accordance with paragraph 6.5 j) the Committee shall prepare a plan, within twelve (12) months of the signing of this Agreement, to produce the data and information outlined in this Schedule and required for the management and implementation of this Agreement.

D.2 Proposed Project and Project Component Information

- D.2.1 **Proposed Project Information:** Prior to the Committee approving a Project Component and adding it to Table B.2 of Schedule B, GO Transit agrees to provide the following information on the Proposed Projects in Table B.1 of Schedule B:
- a) Proposed Project overview, to include where applicable:
- (1) A description and map of the Proposed Project;
 - (2) A work plan of the Proposed Project;
 - (3) A general description of the impacts (social, economic and environmental), including estimated impacts on emissions of air pollutants and greenhouse gases;
 - (4) The context for the Proposed Project, including the need, present and forecasted ridership levels and how the Proposed Project supports the priorities and long-term development plans for the GO Transit system;
 - (5) An overview of the Proposed Project, including the work to be completed, any equipment to be acquired, and proposed technology to be used;
 - (6) Cost estimates for the Proposed Project, including the level of confidence in the estimate, total and eligible costs and an annual cash flow;
 - (7) Integration with other modes of transport, marketing plans for the service, estimated service levels upon completion, and linkages to other policies or initiatives to achieve ridership levels.
- b) Cost and schedule for the Proposed Projects, which will include:
- (1) A schedule and critical path for the Proposed Project;
 - (2) A listing and short description of the Project Components that are to be completed for the Program;
 - (3) A budget and cash flow identifying Total Costs and Eligible Costs, identified by Project Component and by Fiscal Year; and,
 - (4) The proposed management costs as per paragraph E 1.1b).
- c) Benefit-Cost Analysis of the Proposed Projects.

GO Transit shall be the lead proponent with Transport Canada as the co-proponent, until a Successful Respondent is named pursuant to the process outlined in the RFBC.

- C.5 GO Transit shall acquire, assume all costs for, hold title to the property required for a corridor ("GO Corridor") as generally defined in Schedule "B" to the Stakeholder Agreement Letter provided by GO Transit contained in Appendix 3 of the RFBC, subject to the Successful Respondent agreeing to compensate GO Transit for all costs incurred by GO Transit to acquire the GO Corridor. GO Transit shall lease the GO Corridor to the Successful Respondent at a rent of one dollar (\$1.00) per year.
- C.6 GO Transit shall, upon obtaining all requisite approvals, enter into an agreement with the Successful Respondent to construct all works required to permit the Air Rail Link to operate at a 15-minute headway schedule along the CN Weston subdivision and the USRC by a mutually agreed upon completion date. Notwithstanding this Agreement, there will be no financial consequence on the part of any of the Parties for not meeting any completion date envisaged.
- C.7 As part of the Final Stakeholder Agreement, GO Transit shall grant the Successful Respondent the right of access to:
1. the GO Corridor and its alignments as further described in the report "Concept Level Design of the Air Rail Link (ARL) – Spur Line Feasibility Study Phase 3, Junction with CN Weston Subdivision Southerly to Terminal New (Station NTB1), Lester B. Pearson International Airport (LBPIA)", Delcan, April 2003, and the report "Provisions for Air Rail Link at Pearson International Airport", Earth Tech Canada Inc., April 2003; and,
 2. the USRC, connections into Union Station and GO Transit's Bloor Station.

SCHEDULE D – INFORMATION	28
D.1 General	28
D.2 Proposed Project and Project Component Information	28
D.3 Annual Report.....	29
D.4 Project Management Information	29
D.5 Project and Program Evaluation.....	30
SCHEDULE E – ELIGIBLE AND INELIGIBLE COSTS	31
E.1 Eligible Costs.....	31
E.2- Ineligible Costs	31
SCHEDULE F - AUDIT FRAMEWORK	33
F.1 Purpose	33
F.2 Audit objectives	33
F.3 Roles and responsibilities.....	33
F.4 Audit plan	33
SCHEDULE G - DISPOSAL OF ASSETS	35
Disposal of Assets.....	35
Third Party Undertakings	36

SECTION 10. - PROGRAM EVALUATION.....	9
10.1 Evaluation by the Parties	9
10.2 Evaluation by Canada.....	9
SECTION 11. - COMMUNICATIONS	9
11.1 Communications.....	9
SECTION 12. - DISPUTE RESOLUTION.....	9
12.1 Initial Notice.....	9
12.2 Referral to the Ministers.....	10
12.3 Legal Forum	10
SECTION 13. - EVENTS OF DEFAULT	10
13.1 Events of Default by GO Transit.....	10
13.2 Event of Default by Canada or Ontario.....	10
13.3 Canada Remedies on Event of Default	10
13.4 Remedies Fair and Reasonable.....	11
SECTION 14. - NO PARTNERSHIP OR AGENCY	11
14.1 No Partnership or Agency	11
SECTION 15. - SPECIAL CONSIDERATIONS.....	11
15.1 Condition on Level of Federal Funding.....	11
15.2 Municipal Contribution Shortfall - Project Component Adjustments	11
15.3 Expenditures Monitoring.....	11
SECTION 16. - GENERAL PROVISIONS	12
16.1 Parliamentary Appropriation	12
16.2 Senate, House of Commons, Provincial Legislature and GO Transit.....	12
16.3 Conflict of Interest - Canada.....	12
16.4 Conflict of Interest - Ontario and GO Transit.....	12
16.5 Third Party.....	12
16.6 Waiver	12
16.7 Severability.....	12
16.8 Assignment.....	13
16.9 Amendments.....	13
16.10 Survival	13
16.11 Respect for Jurisdiction	13
16.12 Maintenance	13
16.13 Intellectual Property	13
16.14 Signed Copies of the Agreement	13
16.15 Governing Law.....	13
16.16 Lobbyists – GO Transit	13
16.17 No Agency Fees – GO Transit.....	13
16.18 Term of the Agreement.....	14
16.19 Delayed Payment.....	14
16.20 Compensation for Delayed Payment	14
16.21 Set Off	14
16.22 Successors	14
SCHEDULE A - COMMUNICATIONS PROTOCOL	16
A.1 General.....	16
A.2 Public Information Requirement	16
A.3 Communication with the Public	16
A.4 Cost-sharing.....	17
SCHEDULE B – GENERAL DESCRIPTION AND STATEMENT OF WORK	19
Table B.1 – Description of the Proposed Projects.....	20
Table B.2 - Approved Project Components	24
SCHEDULE C– STATEMENT OF WORK RELATED TO THE TORONTO AIR RAIL LINK PROJECT.....	25

Table of Contents

SECTION 1. - INTERPRETATION	1
1.1 Definitions	1
1.2 Accounting and Financial Terms	2
1.3 Entire Agreement	2
1.4 Schedules	2
1.5 Precedence	2
SECTION 2. - PURPOSE OF CANADA'S AND ONTARIO'S CONTRIBUTIONS	3
2.1 Purpose of the Contributions	3
2.2 Scope of Contribution	3
SECTION 3. - UNDERTAKINGS AND REPRESENTATIONS	3
3.1 Program Management	3
3.2 Compliance with Laws	3
3.3 Annual Report	3
3.4 Information	3
3.5 Binding Obligations	3
3.6 No Actions or Proceedings	3
3.8 Project Completion	4
3.9 Program Start Date	4
SECTION 4. - FINANCIAL PROVISIONS	4
4.1 Contribution by Canada	4
4.2 Contribution by Ontario	4
4.3 Ultimate Project Component Approval Date	4
4.4 Ultimate Claim Date	4
4.5 Other Funding	4
SECTION 5. - PAYMENT PROCEDURES	5
5.1 Method of Payment - Canada	5
5.2 Method of Payment - Ontario	5
5.3 Conditions of Payment	5
5.4 Hold Back	5
5.5 Request for Final Payment	5
5.6 Final Adjustment	5
SECTION 6. - COMMITTEE	5
6.1 Establishment	5
6.2 Co-chairs	6
6.3 Meetings	6
6.4 Recommendations and Decisions	6
6.5 Functions	6
SECTION 7. DISPOSAL OF ASSETS	7
7.1 Disposal of Assets	7
SECTION 8. - CONTRACT PROCEDURES	7
8.1 Contracts	7
8.2 Agreements by GO Transit	7
8.3 Indemnification	8
8.4 Agreements with Third Parties	8
SECTION 9. - ACCOUNTING RECORDS AND AUDIT	9
9.1 Accounts and Records Maintained	9
9.2 Facilities and Information	9
9.3 Accounts and Records Retained	9
9.4 Audit	9