

NO: R162

COUNCIL DATE: July 26, 2021

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **July 21, 2021**

FROM: **General Manager, Engineering**

FILE: **5405-01**

SUBJECT: **2021 Railway Safety Improvement Program Contribution Agreement**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Receive this report for information; and
2. Authorize the Mayor and City Clerk to execute the Contribution Agreement with Her Majesty the Queen in the Right of Canada in the amount of \$1,017,268.72 to support railway crossing safety upgrades in Surrey, provided it is substantially the same as the draft agreement attached to this report as Appendix "I".

INTENT

The intent of this report is to obtain Council's approval to execute a Contribution Agreement with Her Majesty the Queen in the Right of Canada (the "Agreement"), substantially in the form attached as Appendix "I", to support railway crossing upgrades in Surrey.

BACKGROUND

On December 17, 2014, the Minister of Transport (Canada) established new Grade Crossing Regulations under the Railway Safety Act (Canada) to improve the safety of interactions between trains and road users at Federally regulated grade crossings. The Grade Crossing Regulations were accompanied by Grade Crossing Standards that provide additional design and engineering details to ensure and control consistency in the application of rail safety across Canada. Recently, the Province also adopted the Grade Crossing Regulations for Provincially regulated crossing.

The Rail Safety Improvement Program ("RSIP") is administered by Transport Canada, the department responsible for transportation policies and programs for the Government of Canada. The RSIP provides Federal funding in the form of grants or contributions to help improve rail safety and reduce injuries and fatalities related to rail transportation. Transport Canada has announced more than \$21 million to fund 135 projects in 2021-2022.

Transport Canada accepts applications to the RSIP by August each year and notifies applicants of their funding status in the following months.

The City applied to Transport Canada's RSIP for 10 projects in July 2020. On March 16, 2021, the City was informed that five of the projects were selected by Transport Canada for RSIP funding. The maximum contribution from RSIP will be \$1,017,268.72, representing 80% of the estimated total eligible project costs of \$1,271,585.90.

DISCUSSION

Railway Safety Upgrades

The five projects selected by Transport Canada to receive RSIP funding, as illustrated on Appendix "II", will contribute to improving the safety at railway crossings in the City, as well as to bringing them into compliance with the Federal Grade Crossing Regulations and Grade Crossing Standards.

Much of the scope of work for these projects involves modifications or upgrading of infrastructure belonging to the railway operator; therefore, staff consulted the affected railway companies prior to submitting applications for RSIP funding. Completion of the projects is contingent on finalizing agreements with the respective railway companies including:

- Burlington Northern Santa Fe ("BNSF");
- Canadian National Railway Company ("CN");
- Canadian Pacific Railway ("CPR"); and
- Southern Railway of British Columbia ("SRY").

Two railway companies, CPR and BNSF, have agreed in principle to complete the steps required to achieve train whistle cessation following the completion of the railway safety projects. Discussions with CN and SRY on achieving whistle cessation for multiple crossings is currently underway. Train whistle cessation relieves the railway operator of their obligation under the Canadian Railway Operating Rules for the sounding of train engine whistles at railway/roadway at-grade crossings.

Financial contribution by railways typically depends on the scope of work and may be negotiated or follow cost-sharing amounts established in railway crossing agreements. Historically, railways do not contribute financially to whistle cessation projects. The City had held discussions with the railways, but based on the scope of works and railway crossing agreements, have not committed to contributing financially. Staff will continue to negotiate with the railways to seek opportunities to financially contribute to the projects.

The highest amount of funding was received for the implementation of safety improvements at 64 Avenue and 152 Street and the construction of pedestrian safety fencing at two BNSF crossings in Crescent Beach. The five projects that received funding, along with the scope of work, estimated contribution by Canada, estimated cost to the City and, estimated project expenditure are summarized below.

Improvements at 64 Avenue and 152 Street

At 64 Avenue and 152 Street, the project’s scope includes the resurfacing of road approaches on 152 Street to address vehicles bottoming out due to the super-elevation of the tracks. In addition, modifications of the traffic signal will be completed to implement safety measures, such as protected left turns. Lastly, the warning system timing will be reviewed, and it is anticipated that advanced pre-emption timings will be designed and implemented with the railway.

Railway	Estimated Contribution by Canada	Estimated Cost to the City	Estimated Total Project Expenditures
SRY	\$436,320.00	\$109,080.00	\$545,400.00

Crescent Beach Pedestrian Fencing

The construction of safety fencing along the BNSF rail tracks in Crescent Beach is required for the implementation of whistle cessation. The fencing needs to be constructed on the BNSF right-of-way, as utility constraints coupled with a narrow road allowance restrict the ability to find a suitable fencing alignment on the City right-of-way. Currently, staff are in the process of negotiating a lease agreement with BNSF for the construction of fencing.

Railway	Estimated Contribution by Canada	Estimated Cost to the City	Estimated Total Project Expenditures
BNSF	\$324,480.00	\$81,120.00	\$405,600.00

Upgrade Warning System Flashing Lights to LED

Flashing lights for active warning systems at five crossings operated by SRY will be upgraded from incandescent light bulbs to LED. LED lights are superior compared to incandescent light bulbs as it is brighter, more visible especially in sunlight to improve safety, more energy-efficient, and less maintenance. The City is responsible for the full maintenance costs at all five crossings, and it is expected the City will see future savings for maintenance. These are the last remaining SRY crossings still equipped with incandescent light bulbs.

Railway	Estimated Contribution by Canada	Estimated Cost to the City	Estimated Total Project Expenditures
SRY	\$114,780.72	\$28,695.18	\$143,475.90

Improvements at 192 Street Grade Crossing

The improvements at the 192 Street crossing adjacent to Golden Ears Connector include the installation and repainting of pavement marking, as well as installation of signage. There will also be road resurfacing work to repair damaged pavement on the road approaches and crossing.

Railway	Estimated Contribution by Canada	Estimated Cost to the City	Estimated Total Project Expenditures
CN	\$80,000.00	\$20,000.00	\$100,000.00

Upgrade Active Warning System at 184 Street Grade Crossing

To comply with Grade Crossing Regulations and Grade Crossing Standards, modifications to the circuits for the existing warning system and the extension of the crossing surface are required at the crossing on the 5200 Block of 184 Street. These upgrades are also required towards achieving whistle cessation.

Railway	Estimated Contribution by Canada	Estimated Cost to the City	Estimated Total Project Expenditures
CPR	\$61,688.00	\$15,422.00	\$77,110.00

Legal Services Review

Legal Services has reviewed this report and the attached Contribution Agreement and has no concerns.

FUNDING

The City's contribution towards the estimated project costs is \$254,317.18. Funding for 2021 expenditures is available in the approved 2021 Transportation budget. Funding for 2022 and 2023 expenditures will be made available in the 2022 and 2023 Transportation budgets. The projects are expected to commence in 2021 and complete in 2023.

SUSTAINABILITY CONSIDERATIONS

Improving railway safety supports the objectives of the City's Sustainability Charter 2.0. In particular, these railway safety projects relate to the Sustainability Charter 2.0 themes of Built Environment and Neighbourhoods, Public Safety, Economic Prosperity and Livelihoods, and Infrastructure. Specifically, these railway safety projects support the following Desired Outcomes ("DO"):

- Neighbourhoods and Urban Design DO8: The built environment enhances quality of life, happiness and well-being;
- Transportation Safety DO9: The transportation network supports and provides safe mobility for all ages and abilities;
- Economy DO6: Efficient land use and well-managed transportation infrastructure are in place to attract businesses and support a thriving economy; and
- Transportation DO14: Goods movement throughout the city is efficient, and minimizes environmental and community impacts.

CONCLUSION

The continued investment in the safety of railway crossings will lead to fewer injuries and fatalities in Surrey. Where appropriate, rail safety improvement projects will facilitate train whistle cessation and enhance the quality of life for nearby residents. This contribution presents an opportunity to leverage senior government funding providing relief on City funds.

Scott Neuman, P.Eng.
General Manager, Engineering

RV/GDC/cc

Appendix "I" – Railway Safety Improvement Program Contribution Agreement
Appendix "II" – Map of Project Locations

<https://surreybc.sharepoint.com/sites/ENG.Administration/WP Docs/2021/Admin/CR/2021 Railway Safety Improvement Program Contribution Agreement/VL2 2021 Railway Safety Improvement Program Contribution Agreement.docx>

**CANADA – CITY OF SURREY
RAIL SAFETY IMPROVEMENT PROGRAM**

AGREEMENT FOR GRADE CROSSING IMPROVEMENTS

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 Transport (“Canada”)

AND **CITY OF SURREY**, continued or incorporated pursuant to the *Municipalities Act* with its headquarters located at 13450 - 104 Avenue, Surrey in the Province of British Columbia (the “Recipient”),

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

RECITALS

WHEREAS the Minister of Transport is responsible for the Program entitled the Rail Safety Improvement Program (“Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of Projects which qualify for support under the Program;

AND WHEREAS the Recipient is responsible for carrying out the Projects and Canada wishes to provide financial support for the Projects and their objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

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

“**Agreement End Date**” means September 30, 2023.

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

“**Asset Disposal Period**” means for each Project the period commencing from the Effective Date and ending on the Agreement End Date.

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

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

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

“**Eligible Expenditures**” means those costs incurred that are directly related to a Project and which are considered eligible by Canada and may include cash-equivalent expenditures associated with In-Kind Contributions as set out in Schedule A (Eligible and Ineligible Expenditures).

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

“**Final Claim Date**” means the Project Completion Date, no later than March 31, 2022.

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

“**Guide**” means the *Guide to Railway Charges for Crossing Maintenance and Construction* prepared by the Canadian Transportation Agency, applicable to the year that the work was completed.

“**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 a Project, for which Fair Value is assigned, but for which no payment occurs. The associated cash-equivalent expenditures may be considered Eligible Expenditures in accordance with Schedule A (Eligible and Ineligible Expenditures).

“**Project**” means an individual project as described in Schedule B (The Projects).

“**Projects**” means all of the projects as described in Schedule B (The Projects).

“**Project Completion Date**” means for each Project the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2022.

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

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

1.2 **ENTIRE AGREEMENT**

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

1.3 **DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 **SCHEDULES**

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

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Projects

Schedule C – Certificate(s) of Compliance for Claims

Schedule D – Communications Protocol

Schedule E – Declaration of 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 Projects.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient towards the total Eligible Expenditures of the Projects up to a maximum of one million, seventeen thousand, two hundred and sixty eight and seventy two cents (\$1,017,268.72) for all Projects, as set out in Schedule B (The Projects).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project and Cashflow).
- c) The Parties acknowledge that Canada's role in the Projects is limited to making a financial contribution to the Recipient for the Projects and that Canada will have no involvement in the implementation of the Projects or their operation. Canada is neither a decision-maker nor an administrator to the Projects.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Projects in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Projects including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for each Project.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Projects as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could

compromise wholly or in part a Project.

- h) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the status of the Projects and to the Projects' expenditures and forecasts set out in Schedule B (The Projects).

3.3 **APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 **FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of each Project is set out in Schedule B.2 (Projects and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of a Project is less than the estimated amount in Schedule B.2 (Projects and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of a Project's funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of a Project's funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Projects and to adjust the terms and conditions of this Agreement as appropriate.

3.5 **CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

3.6 **INABILITY TO COMPLETE PROJECTS**

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 a 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).

3.7 **GUIDELINES**

The Recipient will complete the Projects, or cause the Projects to be completed, in accordance with all applicable laws, regulations and prevailing industry standards for such design and construction and all applicable building and design codes.

4. **RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by [BY-LAW OR RESOLUTION REFERENCE], dated July 26, 2021;
- b) the Recipient has the capacity and authority to carry out the Projects;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. **[INTENTIONALLY OMITTED]**

6. **CONTRACT PROCEDURES**

6.1 **AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 **CONTRACT PROVISIONS**

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

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of a 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 are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Projects and will have free access to the Projects' sites and to any documentation relevant for the purpose of audit.

7. **ENVIRONMENTAL AND IMPACT ASSESSMENT**

7.1 **REQUIREMENTS UNDER APPLICABLE ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

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

- a) where a Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
 - i. a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for that Project; or
 - ii. a decision statement made pursuant to that legislation in respect of that Project is issued to the Recipient indicating that:
 - 1. the Project is not likely to cause significant adverse environmental effects, or that the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances; or
 - 2. the adverse effects with respect to the impact assessment of the Project are in the public interest,
- b) where a Project is a "project" or includes a physical activity under the applicable federal environmental or impact assessment legislation, a determination required by

that legislation is made that the carrying out of that Project:

- i. is not likely to cause significant adverse environmental effects; or
 - ii. is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances,
- c) the requirements under any applicable federal environmental or impact assessment legislation; and
- d) the requirements under any applicable agreements between Canada and Aboriginal groups.

7.2 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Recipient will comply with, to the satisfaction of Canada and at the Recipient's own expense, any conditions included in the decision statement related to a Project referred to in paragraph 7.1 (a) (Environmental and Impact Assessment) and will ensure access to Project sites, facilities, and documentation in accordance with section 11.6 (Access).

7.3 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to a Project or otherwise, Canada is of the opinion that an environmental or impact assessment or a subsequent determination is required for that Project, the Recipient agrees that construction of that Project or any other physical activity that is carried out in relation to that Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds for any Eligible Expenditure for that Project will become or will be payable by Canada to the Recipient for that Project unless and until:

- a) where a Project is a "designated project" under the applicable federal environmental or impact assessment legislation,
 - i. a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for that Project; or
 - ii. a decision statement made pursuant to that legislation in respect of that Project is issued to the Recipient indicating that:
 - 1. the Project is not likely to cause significant adverse environmental effects, or that the Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances; or
 - 2. the adverse effects with respect to the impact assessment of the Project are in the public interest,
- b) where a Project is a "project" or includes a physical activity under the applicable federal environmental or impact assessment legislation, a determination required by that legislation is made stating that the carrying out of that Project:
 - i. is not likely to cause significant adverse environmental effects; or
 - ii. is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances,
- c) the requirements under any applicable federal environmental or impact assessment

legislation; and

- d) the requirements under any applicable agreements between Canada and Aboriginal groups,

are met and continue to be met.

8. ABORIGINAL CONSULTATION

The Parties agree that the legal duty to consult does not arise for the Projects.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 7 (Environmental and Impact Assessment) and Section 8 (Aboriginal Consultation) if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) The Recipient will submit progress claims to Canada covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule C.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim, for each Project to which the claim applies, is accurate;
 - ii. a breakdown of Eligible Expenditures claimed for each Project to which the claim applies, in accordance with Schedule B.2 (Projects and Cashflow);
 - iii. documentation to support the Eligible Expenditures claimed for each Project to which the claim applies that is satisfactory to Canada.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out Schedule C.2 (Certificate of Compliance for Final Claim) stating that the information submitted in

support of the claim, for each Project to which the claim applies, is accurate;

- ii. a breakdown of Eligible Expenditures claimed for each Project to which the claim applies, in accordance with Schedule B.2 (Projects and Cashflow);
 - iii. confirmation of the Total Financial Assistance received for each Project to which the claim applies, in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule C.2 (Certificate of Compliance for Final Claim);
 - iv. a completed Schedule E (Declaration of Completion) for each Project to which the claim applies, in accordance with Section 9.5 (Declaration of Completion); and
 - v. documentation to support the Eligible Expenditures claimed for each Project to which the claim applies that is satisfactory to Canada.
- b) Upon receipt of the Final Claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Projects and make any adjustments required in the circumstances.

9.4 **WITHHOLDING OF CONTRIBUTION**

Canada may withhold up to ten percent (10%) of its contribution towards Eligible Expenditures for the Projects claimed under the Agreement. Any amount withheld by Canada for the Projects will be released when the final adjustments have been completed under Section 9.3 (Final Claim and Final Adjustments) and the Recipient fulfills all its obligations under this Agreement.

9.5 **DECLARATION OF COMPLETION**

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

10. **[INTENTIONALLY OMITTED]**

11. **AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

11.1 **RECIPIENT AUDIT**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).

11.2 ***[INTENTIONALLY OMITTED]***

11.3 ***EVALUATION***

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

11.4 ***CORRECTIVE ACTION***

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

11.5 ***RECORD KEEPING***

The Recipient 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 Projects, for at least six (6) years after the Agreement End Date.

11.6 ***ACCESS***

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12. COMMUNICATIONS

12.1 ***COMMUNICATIONS PROTOCOL***

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

12.2 ***RECOGNITION OF CANADA'S CONTRIBUTION***

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of each Project, or the Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

12.3 ***PUBLIC INFORMATION***

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of each Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

12.4 ***OFFICIAL LANGUAGES***

- a) The Recipient will ensure that basic information is available in both official languages.
- b) The Recipient will communicate in such a manner as to address the needs of both official languages communities.

13. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of a Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of a 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.

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

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 a 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 a Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

15.2 *DECLARATION OF DEFAULT*

Canada may declare a default if:

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

Default.

15.3 **REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to one or more Projects, 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 one or more Projects, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

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 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 any 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 any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, through the course of a Project will be the responsibility and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of a Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

18. GENERAL

18.1 PUBLIC BENEFIT

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

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 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting.

18.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 **SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 **MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 **CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 **NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 **NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 **ASSIGNMENT**

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

18.12 **COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had

signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.13 **SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 **AMENDMENTS**

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

18.15 **WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 **NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Director, Transportation Infrastructure Program
Transport Canada
Place de Ville, Tower C, 19th Floor
330 Sparks Street
Ottawa, Ontario
K1A 0N5

Email: TC.RSIPITR-PASFITR.TC@tc.gc.ca

Recipient:

Graeme Cross, Traffic Signals & Streetlight Team Lead
13450 - 104 Avenue
Surrey, British Columbia
V3T 1V8

Phone: 604-591-4149

Email: Graeme.Cross@surrey.ca

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party

has signed the acknowledgment of reception.

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

18.17 **COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Projects.

18.18 **GOVERNING LAW**

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

18.19 **SUCCESSORS AND ASSIGNS**

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

19. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of City of Surrey by the Mayor and the City Clerk.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

CITY OF SURREY

Per: Jonathan Farley
Director, Transportation and Infrastructure
Programs

Per: Doug McCallum
Mayor

Date

Date

Per: Jennifer Ficocelli
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be reasonable and directly related to a Project, as determined by Canada;
- must not exceed the rates described in the *Guide to Railway Charges for Crossing Maintenance and Construction* (the “Guide”);
- be incurred between the date Canada received the Recipient’s application for Program funding and the Final Claim Date; and
- consist of the following categories of expenditures:
 - Staff salaries and benefits;
 - Purchase and lease of capital assets, technology, equipment and supplies;
 - Professional services, including accounting, translation, audit and consulting;
 - Planning, design and evaluation;
 - Engineering and environmental reviews and follow-up measures;
 - Expenditures related to construction and rehabilitation of assets (including fees paid to general contractors, labourers and power supply companies, materials, licenses, permits, and the rental of construction machinery and equipment);
 - Licenses and permits;
 - Expenditures for Aboriginal consultations, specifically project-related consultation activities pursuant to the Crown’s legal duty to consult;
 - Administrative expenditures (including general administration expenditures, rent, insurance, office equipment rental, and membership fees);
 - Travel expenditures (including the cost of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals). Travel and per diem expenses cannot be more than the rates and allowances determined in the Travel Directive of the National Joint Council, available at the following link: <http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index>;
 - Other costs that are, in the opinion of the Minister or his/her delegated representative, considered to be direct, reasonable, and incremental for the successful implementation of a Project and have been approved in writing prior to being incurred.

For the purposes of determining Eligible Expenditures, and notwithstanding the material overhead rates set out in Schedule C to the Guide, the overhead rate applicable to pre-wired packages will be the allowance for contract overheads set out in Schedule D of the Guide.

Eligible Expenditures can be cash-equivalent expenditures associated with In-Kind Contributions. These expenditures may be reimbursed so long as the following three criteria are met:

- 1) The associated costs are deemed as Eligible Expenditures and have been approved by Canada;
- 2) The associated costs are not a donation received from a third party; and
- 3) The associated costs are related to goods, services or other support that would otherwise be purchased and paid for by the Recipient as essential for a Project.

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of a Project, but are not reimbursable.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

The following expenditures shall be considered ineligible, and therefore will not be considered in the calculation of the total eligible expenditures of a Project:

- Costs incurred before the date Canada received the Recipient's application for Program funding or after the Final Claim Date;
- Expenditures for provincial sales tax and Goods and Services Tax, or the Harmonized Sales Tax, where applicable, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase of land and/or buildings, related real estate fees, and vehicles;
- Financing charges and interest payments on loans;
- Expenditures that have been reimbursed from other sources of funding, federal statutes or funding programs; and
- Personal mileage to and from Recipient's employees' homes.

SCHEDULE B – THE PROJECTS

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

The Projects involve grade crossing improvements in the City of Surrey in the Province of British Columbia as described in Schedule B.2 (Projects and Cashflow).

Objective(s):

The objective of the Projects is to enhance public safety at the public grade crossings described in Schedule B.2 (Projects and Cashflow) to reduce the risk of collisions, fatalities and injuries.

Activities:

The Projects consist of improvements to the crossings described in Schedule B.2 (Projects and Cashflow) through undertaking the following activities:

- **Mile 9.76- Fraser Valley Subdivision:** Upgrade flashing lights to LED.
- **Mile 10.2- Fraser Valley Subdivision:** Resurface grade crossing and approaches. Modify traffic lights at intersection to include pre-emption. Reconstruct approach so the slope of the crossing is <1%.
- **Mile 21.98- Page Subdivision:** Upgrade active warning system to include whistle cessation. Install concrete barriers to protect warning systems.
- **Mile 108.15- Yale Subdivision:** Resurface grade crossing and approaches. Improve signage at crossing.
- **Mile 127.1- New Westminster Subdivision:** Install 1.8 metre high fence along railway tracks to prevent illegal pedestrian trespassing.

Project Outcomes:

In order to illustrate how the Projects will contribute to rail safety, the Recipient will collect performance data and report on the following performance indicators that the Projects will contribute to:

- Number of locations with rail safety improvements to reduce collisions, fatalities, and injuries.

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

SCHEDULE B.2: PROJECTS AND CASHFLOW

Province	Description of Project (Main technical and financial stages, location, construction methods, etc.)	Estimated Total Project Expenditures	Estimated Total Eligible Project Expenditures	Estimated Contribution by Canada	Estimated contribution to Eligible Expenditures per Party, per Fiscal Year		
					Contributor	2021-22	2022-23
BC	Upgrade flashing lights to LED. Road: 64 Avenue Mile/Subdivision: Mile 9.76- Fraser Valley Project Application Date: 2020-07-28	\$143,475.90	\$143,475.90	\$114,780.72	Canada Recipient	\$114,780.72 \$28,695.18	\$0.00 \$0.00
BC	Resurface grade crossing & approaches. Modify traffic lights at intersection to include pre-emption. Reconstruct approach to adjust slope to 1%. Road: 152 Street Mile/Subdivision: Mile 10.2- Fraser Valley Project Application Date: 2020-07-29	\$545,400.00	\$545,400.00	\$436,320.00	Canada Recipient	\$160,000.00 \$32,000.00	\$276,320.00 \$77,080.00
BC	Upgrade active warning system to include whistle cessation. Install concrete barriers to protect warning systems. Road: 56 Avenue Mile/Subdivision: Mile 21.98- Page Project Application Date: 2020-07-29	\$77,110.00	\$77,110.00	\$61,688.00	Canada Recipient	\$61,688.00 \$15,422.00	\$0.00 \$0.00
BC	Resurface grade crossing and approaches. Improve signage at crossing. Road: 192 Street Mile/Subdivision: Mile 108.15-Yale Project Application Date: 2020-07-31	\$100,000.00	\$100,000.00	\$80,000.00	Canada Recipient	\$80,000.00 \$20,000.00	\$0.00 \$0.00
BC	Install 1.8m high fence along tracks to prevent illegal pedestrian trespassing. Road: Beecher Ave Mile/Subdivision: Mile 127.1- New Westminster Project Application Date: 2020-07-31	\$405,600.00	\$405,600.00	\$324,480.00	Canada Recipient	\$64,896.00 \$16,224.00	\$259,584.00 \$64,896.00
TOTAL	Total Project	\$1,271,585.90	\$1,271,585.90	\$1,017,268.72	Canada Recipient	\$481,364.72 \$112,341.18	\$635,904.00 \$141,976.00

SCHEDULE C – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE C.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

[INSTRUCTION FOR RECIPIENTS: PLEASE DO NOT COMPLETE THIS CERTIFICATE AT THE TIME OF SIGNING THE AGREEMENT. THIS CERTIFICATE IS ONLY TO BE COMPLETED AND SIGNED AT THE TIME OF SUBMITTING CLAIMS FOR REIMBURSEMENT OF ELIGIBLE EXPENDITURES]

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and **City of Surrey** (the "Recipient"), represented by _____ (Name), concerning the [INSERT THE PROJECT NAME OF EACH PROJECT TO WHICH THE CLAIM APPLIES] Project(s) (the "Agreement").

I, _____ (Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures for the Projects to which this claim applies, in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE C.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

[INSTRUCTION FOR RECIPIENTS: PLEASE DO NOT COMPLETE THIS CERTIFICATE AT THE TIME OF SIGNING THE AGREEMENT. THIS CERTIFICATE IS ONLY TO BE COMPLETED AND SIGNED AT THE TIME OF SUBMITTING THE FINAL CLAIM FOR REIMBURSEMENT OF ELIGIBLE EXPENDITURES]

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and **City of Surrey** (the "Recipient"), represented by _____(Name), concerning the [INSERT THE PROJECT NAME OF EACH PROJECT TO WHICH THE CLAIM APPLIES] Project(s) (the "Agreement").

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures for the Projects to which the claim applies, in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Projects as defined in the Agreement have been completed.

[If applicable, add:]

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[If applicable, add:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the implementation of the Projects as a result of Aboriginal consultations have been implemented.
10. The Total Financial Assistance received or due for the Projects in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:

[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE, LISTED BY PROJECT]

11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE D – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Projects. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products

The Parties may jointly develop information kits, brochures, public reports, and website material for the public about the Projects.

News Releases

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as start of the Projects' work or completion of the Projects. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

Press Conferences, Public Announcements and Other Joint Events

The Parties will co-operate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements at such events. No public announcement for the Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

COMMUNICATION COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE E – DECLARATION OF COMPLETION

[INSTRUCTION FOR RECIPIENTS: PLEASE DO NOT COMPLETE THIS DECLARATION AT THE TIME OF SIGNING THE AGREEMENT. THIS DECLARATION IS ONLY TO BE COMPLETED AND SIGNED AT THE TIME OF SUBMITTING THE FINAL CLAIM FOR REIMBURSEMENT OF ELIGIBLE EXPENDITURES]

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and **City of Surrey** (the “Recipient”), represented by _____ (Name), concerning the **[PROJECT NAME]** Project (the “Agreement”).

I, _____ (Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2.

a) I have received the following documents for the **[PROJECT NAME]** 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, professional architect or other applicable professional) 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 has been completed, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.

[Insert #3, if applicable:]

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 guidelines referenced in Section 3.7 (Guidelines) of the Agreement:

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, professional architect or other applicable professional) for the Project.

ii. **[ADD SAME TEXT AS IN i FOR EACH DOCUMENT]**

[Insert #4, if applicable:]

4. 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, as applicable, the **[LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act 2012, the Impact Assessment Act, or Northern Regime]**:

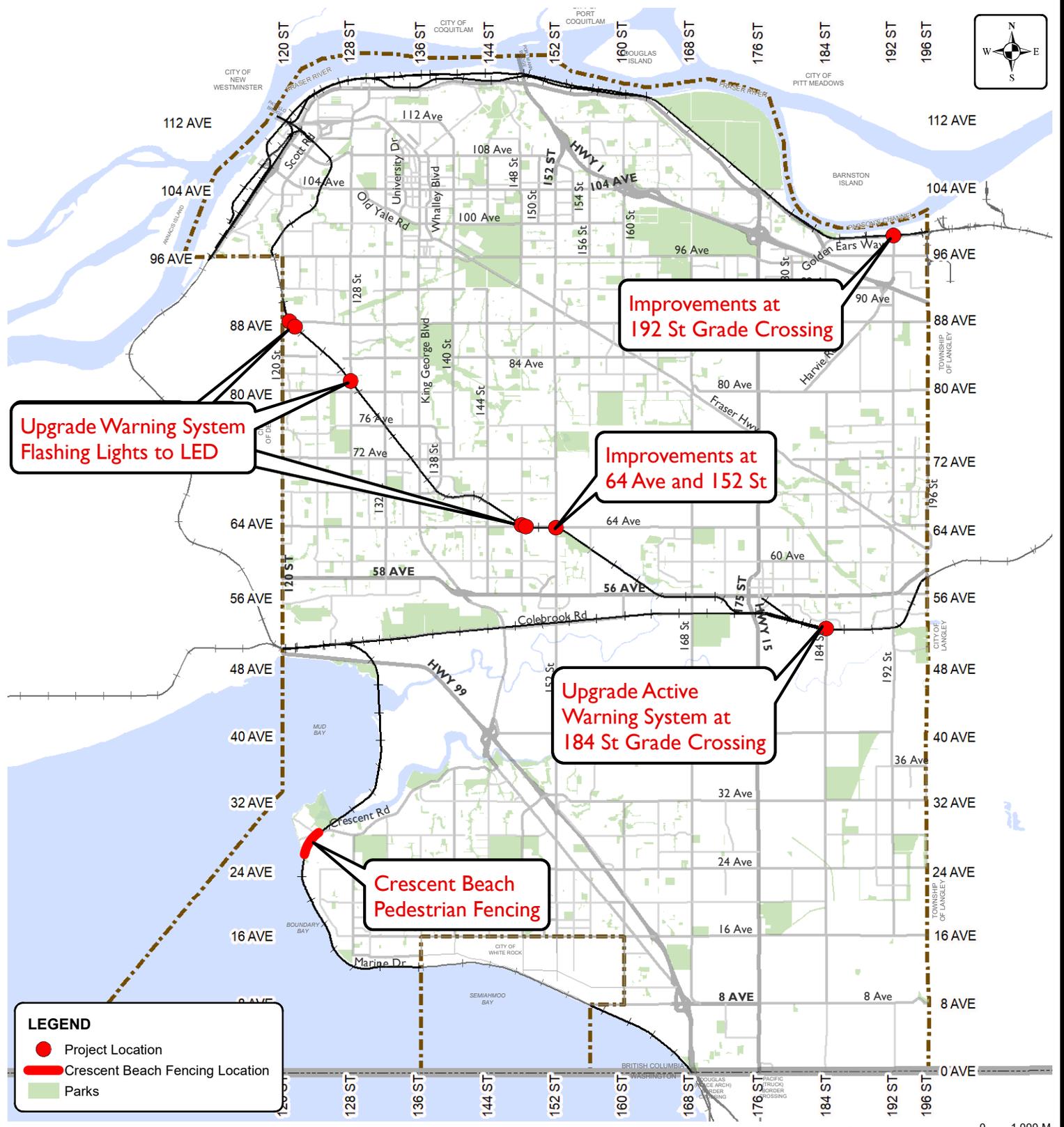
- i. **[LIST NAME OF RELEVANT DOCUMENT(S)]** signed by _____ (Name), an _____ (Profession, e.g. environmental consultant or other applicable professional).
- ii. **[ADD SAME TEXT AS IN i FOR EACH DOCUMENT]**

5. 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/Town), in _____
(Province/Territory)

this _____ day of _____, 20_____.

Signature



LEGEND

- Project Location
- Crescent Beach Fencing Location
- Parks

Produced by GIS Section: 22-Jul-2021, JJR

Scale: 1:125,000 0 1,000 M



2021 Rail Safety Improvement Program Project Locations

ENGINEERING
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.