

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

THE REGIONAL MUNICIPALITY OF WATERLOO

Applicant

and

PERSONS UNKNOWN AND TO BE ASCERTAINED

Respondents

APPLICATION UNDER Rule 14.05 of the *Rules of Civil Procedure*

**RESPONDING MOTION RECORD
OF THE REGIONAL MUNICIPALITY OF WATERLOO
(Injunction Motion, Returnable August 8, 2025)
Volume 2 of 2**

July 2, 2025

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Court File No. CV-25-00000750-0000

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AFFIDAVIT OF DOUGLAS JOHN SPOONER

I, **Douglas John Spooner**, of the City of Waterloo, in the Regional Municipality of Waterloo, **AFFIRM AND SAY:**

1. I am the Director, Transit Services and the Acting Commissioner, Transportation at the Region of Waterloo (the “**Region**”). I have held these positions since February 2023 and April 2024 respectively.

2. As such, I have personal knowledge of the matters set out in this affidavit. Where I do not have personal knowledge of a matter, I state the source of my information and believe it to be true.

A. Overview

3. The Region is undertaking the design and construction of a new transportation centre, the Kitchener Central Transit Hub (“**KCTH**”), to be located at the corner of King and Victoria Streets in Kitchener. The KCTH will combine numerous services to act as

one central and convenient transit hub in the heart of the Region of Waterloo. I have been actively involved in matters relating to the KCTH on behalf of the Region for several years.

4. The KCTH will be constructed by the Region in conjunction with Metrolinx, a non-share capital corporation continued under the *Metrolinx Act, 2006, S.O. 2006, c. 16* and a Crown agency within the meaning of the *Crown Agency Act, R.S.O. 1990, c. 48*, as amended in accordance with Section 3 of the *Metrolinx Act, 2006* (“**Metrolinx**”).

5. The property municipally known as 100 Victoria Street North, Kitchener (the “**Property**”) will be required by the Region and Metrolinx in connection with the construction of the KCTH. The Property is currently occupied by an encampment of unhoused persons (the “**Encampment**”).

6. Metrolinx requires use of the Property for construction staging and laydown purposes. Construction staging and laydown are critical planning and preparation activities that support the physical construction of a project—every construction project requires a designated area where materials, tools, and equipment are stored and organized for easy access during the project. The proximity, size and grade of a site are all important factors to consider in choosing such a site, to ensure safety and optimize workflow. The Property is the only space owned by the Region that is proximate to the construction work to be conducted by Metrolinx, of an adequate size, and on-grade with the construction site.

7. Metrolinx has indicated that based on the current project schedule, it will require possession of the Property in March 2026. As a result, the Region will require vacant

possession of the Property by December 1, 2025 to ensure it delivers the Property to Metrolinx in an appropriate condition for Metrolinx's work.

B. My Role

8. I joined the Region in 2023. My previous work included roles at Metrolinx, the Invictus 2017 Games, and the Toronto 2015 Pan Am/Parapan Am Games.

9. In my roles as Director, Transit Services, and Acting Commissioner, Transportation, at the Region, I provide strategic leadership in the planning, operations, and maintenance of transit services, rapid transit service and transportation. This includes the oversight of 1 100 staff, over 330 buses, 15 LRV sets, 1750 lane kilometres of roadway and the associated systems and infrastructure.

10. One of the strategic priorities for the Region and of which I am in charge is to build a connected rural and urban community and an integrated transportation network that includes active transportation, bus, train and rapid transit. Another priority is to expand higher-frequency train connections from the Kitchener-Waterloo region to major Ontario communities including the Greater Toronto Area ("**GTA**") and other regions in southwestern Ontario. These priorities are laid out in the recently updated Grand River Transit Business Plan and the 2018 Transportation Master Plan which is currently in the planning stages for an update. A copy of the Transit Business Plan is attached to this affidavit as **Exhibit "A"**. A copy of the 2018 Transportation Master Plan is attached to this affidavit as **Exhibit "B"**.

11. In addition to the KCTH (which is outlined in detail below), the Region is actively engaged in multiple infrastructure and transit-related projects. These include the Victoria

Street modification project, which seeks to connect Victoria Street, King Street West, and Weber Street West in Kitchener in an improved manner (the “**Victoria Street Reconstruction**” discussed in detail below), a dedicated bus lane and multi-use trail that will facilitate access to KCTH, the planning and development of Stage Two of the Light Rail Transit system, collaboration with the Province of Ontario regarding a proposed GO Transit connection between Cambridge and Guelph, and the finalization of a new business plan for Grand River Transit.

C. The Property

12. The Region is the registered owner of the Property. The Property is located at the corner of Victoria Street and Weber Street. It is approximately one-half acre in size and consists of a gravel parking lot. The Property was acquired in November of 2012 for the purposes of constructing a project known as the Weber Street Grade Separation. The Region acquired the land for the sum of \$2,535,000 in market value. A copy of the parcel register for the Property showing the Region as the registered owner is attached to this affidavit as **Exhibit “C”**.

13. The Property is surrounded:

- (a) To the east (across Weber Street West), by the VIA Rail Train Station (which also provides service to GO trains, and which land also includes a GO Bus transfer station, and a Region owned parking lot for transit customers);
- (b) To the west, by a commercial plaza municipally known as 70-84 Victoria Street North and which includes businesses such as a bakery and cake shop, a jewelry store, and a dancewear store;

- (c) To the north, by a Metrolinx owned rail corridor; and
- (d) To the south (across Victoria street), by among other businesses, a church which includes St. John's Kitchen which provides free meals to persons in need including to persons residing at the Encampment.

14. An aerial map of the Property and surrounding uses is attached to this affidavit as **Exhibit "D"**.

D. The Kitchener Central Transit Hub

1. The KCTH is a cornerstone of the Region's strategic priorities

15. As the Waterloo Region's population quickly grows to one million residents, the community is on the cusp of significant change. To help shape future growth, the Region, along with its partners, is leading transformational projects intended to positively impact residents and visitors for generations to come.

16. The KCTH is one of these projects. It has been in development for nearly a decade and is a landmark endeavour for the Region. The Region's belief is that the KCTH is vital to the economic and social growth and wellbeing of the residents of the Region, and that it has the potential to stimulate growth and development well into the future. Once completed, the KCTH will act as a gateway to the Region, serving current and future residents, as well as visitors from around the world. It will redefine how people connect, commute, and experience the Region of Waterloo community.

17. Reliable public transit is a critical public good. A reduction in commuter times and improvement in overall mobility across the Region will constitute a significant service to

the Region's residents. This is especially true for those who rely on public transit daily, including those who commute for work, seniors, students, lower-income residents, and people with disabilities.

18. The KCTH will make it easier for residents of the Region to reach jobs, schools, employment centers, shelter, hospitals, and essential services. The KCTH will connect multiple transportation services including the following modes in one location:

- (a) ION light rail transit;
- (b) Grand River Transit, including bus service;
- (c) Expanded GO Transit (including both rail and bus service);
- (d) VIA Rail service;
- (e) Inter-city bus service;
- (f) Passenger vehicles and car shares;
- (g) Neuron scooters, cyclists and pedestrians, including a connection to the Waterloo Region Trail network; and
- (h) Regular service to the Region of Waterloo International Airport (YKF).

19. By consolidating multiple transit systems—buses, inter-city, local and light rail, and passenger vehicles—into one location, the KCTH will dramatically improve public transit access throughout the Region by reducing transfer times and making connections more convenient.

20. The KCTH will also help connect the Region to other major urban areas including the GTA and southwestern Ontario, and improve access to and better integrate the communities surrounding Kitchener-Waterloo. For residents in outlying areas who currently face long or fragmented travel times, the KCTH will offer an opportunity to commute in a more direct and efficient manner, and to commute to and from communities that would have previously been less accessible.

21. Eventually, the goal of the KCTH is to allow, for example, a resident of Kitchener-Waterloo to commute to job opportunities in Toronto without needing to relocate, and vice versa. This flexibility will help address affordability challenges in Kitchener-Waterloo and the surrounding communities.

22. The KCTH also has the potential to boost the economic health of the surrounding Region of Waterloo community significantly. In my experience, companies are likely to expand or relocate to areas with strong transit access. For the immediate Kitchener area surrounding the KCTH, the influx of daily commuters will support local businesses, attract investment, and raise the appeal for retail, commercial, and residential development, ultimately providing job opportunities. For residents across the Region, better access to jobs and education translates into greater economic mobility and opportunity.

23. One example of how I anticipate this will work in practice is that the KCTH will serve as the Region's connection to the "Toronto-Waterloo Innovation Corridor"—one of North America's fastest-growing technology and business ecosystems. The Toronto-Waterloo Corridor is the third largest 'tech' cluster in North America and home to more than approximately 15,000 tech companies, including over 5,200 startups and more than

343,000 employees in high-tech industries. Workers and firms will all benefit from the faster, more predictable access to regional partners, clients, and labor markets the KCTH will provide. A copy of the Waterloo EDC's website containing a description of the Toronto-Waterloo Innovation Corridor is attached to this affidavit as **Exhibit "E"**.

24. The KCTH will also support the Homes for All, Equitable Services and Opportunities and Climate Aligned Growth focus areas within the Region's 2023 – 2027 Strategic Plan (the "**Strategic Plan**"). A copy of the Strategic Plan is attached to this affidavit as **Exhibit "F"**.

2. The Region's Contractual Obligations with respect to the KCTH

25. On May 7, 2018, the Region and the Province of Ontario, through the Ministry of Transportation, entered into a Transfer Payment Agreement for the partial funding of the first phase ("**Phase 1**") of the KCTH in an amount of approximately \$43,000,000. A copy of the May 7, 2018 Transfer Payment Agreement is attached to this affidavit as **Exhibit "G"**.

26. On November 25, 2024, the Region and the Province of Ontario, through the Ministry of Transportation, entered into an amending agreement ("**Amending Agreement No. 1**") with respect to the May 7, 2018 Transfer Payment Agreement. Amending Agreement No. 1 outlines, among other things, that Metrolinx would be taking on some of the off-corridor work that was contemplated as part of the May 7, 2018 Transfer Payment Agreement. Amending Agreement No. 1 also provides that the completion date for the project (as defined in the May 7, 2018 Transfer Payment Agreement) is December

31, 2029. A copy of Amending Agreement No. 1 is attached to this affidavit as **Exhibit “H”**.

27. Phase 1 of the construction of the KCTH is anticipated to include the following construction by Metrolinx:

- (a) Platform infrastructure (including the planned relocation of the Go Train Platform);
- (b) Construction of the Duke Street tunnel; and
- (c) Modification to the tracks in the surrounding area, including construction of a retaining wall across the south side of the tracks.

28. The Property lies directly adjacent to the area in which Metrolinx will be performing the above work, including, most proximately, the track work and modification thereto and the construction of the retaining wall, all of which will take place in the rail corridor directly north of the Property. The Property is the most proximate land owned by the Region to the area in which Metrolinx will be performing its Phase 1 work.

29. On December 18, 2024, Metrolinx advised the Region that, “as part of the planned Kitchener Central station”, Metrolinx was planning to take “temporary possession of the Property in March 2026 for construction staging and laydown purposes”. A copy of the letter from Metrolinx is attached to this affidavit as **Exhibit “I”**.

30. In that same letter, Metrolinx advised that the March 2026 date was based on the current project schedule and aligned with the anticipated mobilization of the future

contractor that would construct the Metrolinx scope of the KCTH. Metrolinx also advised that the indicated possession date may be subject to change, and it committed to working with the Region to confirm the actual possession date and to advise of any relevant changes to the project timelines that could impact the indicated possession date.

31. As of the date of swearing of this affidavit, Metrolinx has not advised that the March 2026 date has changed.

32. In May of 2025, Metrolinx and the Region finalized a Cost Sharing Agreement (the “**Memorandum of Understanding**” or **MOU**). Pursuant to the MOU, Phase 1 of the KCTH will achieve design completion by July 2025, and proceed to tender in October of 2025.

33. Phase 1 is also anticipated to include the following construction by the Region:

- (a) A pedestrian bridge over King Street connecting the multi-use path directly to the station;
- (b) A bus loop that has capacity for up to 8 buses, including Grand River Transit, GO Transit and third party bus carriers;
- (c) A large pedestrian ramp to provide accessible access to the station platform and to the multi-use path;
- (d) A pickup and drop-off area;
- (e) Construction of the off-site parking lot;

- (f) Work to connect the Duke Street which will become a multi-use path to the neighborhoods across the rail corridor; and
- (g) Site development to enhance Kitchener's downtown core.

34. Schedule B of the MOU also includes works that will be completed by the Region on or near the Property, including the work contemplated at sections B(1), (i) the permanent closure of Duke Street West between Victoria Street North and Breithaupt Street, (iv) the reconfiguration of Duke Street West between the south end of the south platform and Victoria Street North including the bus loop featuring 3 Metrolinx bus bays, 2 GRT bus bays, and 1 GRT mobility plus bay, and (xii) the lighting of the multiuse path between the south end of the multiuse path tunnel and Victoria Street North. The Property sits between both Duke Street West and Victoria Street North.

35. The MOU as executed by the Region is attached to this affidavit as **Exhibit "J"**. The Region anticipates that Metrolinx will execute the document forthwith.

36. The Region also has contractual commitments with and has secured funding commitments from the Province of Ontario, through the Ministry of Transportation, and the Federal Government, with respect to the second phase of the KCTH ("**Phase 2**"). Pursuant to those contractual documents, Phase 2 will also require construction in and around the Property. The contracts with respect to Phase 2 are not a matter of public record and the Region is not in a position to disclose them unilaterally at this time.

E. The Property is Needed by December 1, 2025

1. Metrolinx Requires Use of the Property for Laydown Work

37. As noted above, Metrolinx has notified the Region that it requires the Property for its use as a construction staging and laydown area by March 2026.

38. Staging involves organizing the sequence of construction tasks and determining how equipment, materials, and crews will move and operate safely and efficiently on-site. Laydown areas are designated spaces, which are necessarily adjacent to or as proximate as possible to the construction site, where materials, tools, machinery, and temporary structures are stored before being used.

39. In my experience, an adequately chosen laydown site is essential for ensuring worker safety, maintaining workflow, minimizing delays, and ensuring that the job site remains organized and accessible. Proximity is key in determining what site to use as a laydown area. Often, large construction equipment and materials are stored on the laydown site and transported to or from the construction site. A laydown site that is even a short distance away from the work being conducted can increase the chance of worker injury by increasing the distance materials or equipment have to travel, and can, on aggregate, add significant additional time to a project. The Property is the most proximate site that is owned by the land and is adjacent to the lands on which the Metrolinx work will be taking place.

40. The grade of a site is also important. The Property was designed to be on-grade with the rail corridor and other adjacent areas where work is taking place. I have seen

similar rail construction projects where workers have been injured by equipment falling over while traversing a grade raising or on shaky ground.

2. Alternative Sites are not Available

41. The Region has considered whether the Region could provide another property that it owns to Metrolinx as an alternative to the Property.

42. To undertake this analysis, my office made a list of other properties owned by the Region and located within one kilometer of 50 Victoria Street. We have determined that no other site can be used for Metrolinx's purposes, for the following reasons:

- (a) The following sites are not adjacent to the sites where Metrolinx will be performing its work, and are already being used for the Project, such that they cannot be used for staging and laydown purposes:
 - (i) 16 Victoria Street North, 510 King Street West, 520 King Street West: these properties comprise the future site of the KCTH itself, and will need to remain vacant for other construction work required to be performed in respect of the KCTH construction;
 - (ii) 60 Victoria Street North: this property is the site of the Rumpel Felt Co. building, and on which other Region work will take place in the near term, including demolition of part of the Rumpel Felt building; and
 - (iii) 123 Breithaupt Street: this site is above grade, there is private land between this site and Duke Street West, and this land is already

intended to be used and occupied by Metrolinx for other work related to its corridor works.

- (b) The following sites have other active ongoing uses: 70 Victoria Street North (commercial complex where buildings are already leased out); 84 Victoria Street North (a leased parking lot); 100 Weber Street West (which operates currently as a paramedic services building); and 225-227 Weber Street West (which operates as a bus terminal and is a paved surface on a corner lot).
- (c) The following sites are not appropriate for staging and laydown purposes, because they are not proximate to the construction sites, and are small plots of grass that do not contain enough space: 237 Weber Street West; 249 Weber Street West; 253 Weber Street West; 281 Weber Street West; 341 Weber Street West; 345 Weber Street West; and 349 Weber Street West.

43. A copy of a chart prepared by my office showing the alternative land uses is attached to this affidavit as **Exhibit "K"**.

44. Finally, the option of purchasing additional land for laydown is impractical for several key reasons. The cost of acquiring suitable land that is proximate to the construction site is prohibitively high and the types of land available in close proximity are not suitable for construction purposes. Finally, the time required to identify, purchase, and prepare new land would delay the project timeline.

3. The Region needs to commence remediation work by December 2025

45. Metrolinx requires the Property by March 2026. The Region will be obligated to provide the Property to Metrolinx in a condition fit for Metrolinx's use. Prior to providing the Property to Metrolinx for its use, the Region will require time to engage in remediation and preparation of the Property.

46. Remediation work will include site clean up, site investigations and geotechnical testing. It could also include soil testing and scraping, removal of hazardous materials, groundwater monitoring, site clean up, investigations and geotechnical testing, and other remediation to ensure the land meets safety standards and will not pose risks to workers or future users. Estimates from the Region's Design and Construction team (responsible for all construction and construction oversight at the Region) indicate that it will take the Region up to three months to complete the remediation work on the Property, allowing for contingencies for unfavourable weather.

F. Other Work to be done Adjacent to the Property

47. In addition to requiring the Property itself for construction, construction work will be ongoing in the neighbourhood surrounding the Property and on all sides of the Property.

1. Metrolinx's Track and Platform Works

48. Metrolinx's construction within the rail corridor, including, as noted above, at 123 Breithaupt Street, will take place directly to the north of the Property. Part of the rail corridor works will include a new rail platform that will extend from King Street to adjacent to the Property. The initial components of Metrolinx's work will involve building up the

ground level of the tracks just south of 123 Breithaupt Street and constructing a diversion track to maintain track use during the project.

49. Once this work is complete, Metrolinx will raise the section of rail tracks between King Street and Weber Street and relocate the rail platform from between Weber Street and Ahrens Street to the rail corridor between King Street to Duke Street. Metrolinx will also construct a diversion track that will be incorporated in the rail system immediately behind the Property. Construction of the diversion track will include the build-up of ground level and rail modifications in this area. A diagram showing the locations of 123 Breithaupt (the black rectangle), Metrolinx's work (pink box) and the diversion track (blue) is attached to this affidavit as **Exhibit "L"**.

2. Region's Work and the Bus Loop

50. The KCTH will entail construction on Region lands directly to the west of the Property at 50 Victoria Street North, as noted above. This work will begin with a partial demolition of the Rumpel Felt Co. building. Eventually, the bus loop will occupy this area.

3. Victoria Street Reconstruction

51. In connection with the construction of KCTH, Victoria Street North (immediately south of the Property) will also undergo significant construction and transformation to accommodate multi-modal transportation into and out of the KCTH, including pedestrian, bicycle, bus, and other vehicles. The road will include a bike lane, sidewalk, dedicated bus lanes and two-lane traffic. Construction is expected to begin in 2026.

4. Health and Safety Risks to the residents of the Encampment

52. Given that construction work will be taking place on all sides of the Property, including rail work, road work and most critically demolition work, I am concerned with the health and safety risks to anyone residing nearby while construction work is ongoing.

53. People living near a construction site may face several physical hazards that can threaten their health and safety. Continuous construction activity near occupied areas, especially where heavy construction machinery is anticipated to be used, increases the potential for accidents, both minor and major, and possibly fatal, to occur. Debris and materials from the site may occasionally fall or be carried into nearby spaces, creating potential risks of injury or property damage. The risks of heavy machinery or other fatal accidents must be taken seriously.

54. There is also the likelihood for significant noise and light pollution to occur. Proximity to a construction site expose people to noise, dust, bright lights used for nighttime work, noxious fumes, and other hazards.

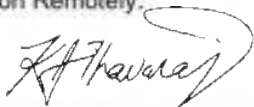
55. Additionally, despite fencing and signage, accidental trespassing into the construction site could expose people to dangerous areas, open pits, and heavy machinery. This is especially true for pedestrians who may be unfamiliar with the area or unaware at a given moment of the dangers. A secure perimeter around the entire construction site is therefore optimal and warranted.

G. The Proposed Bylaw

56. I am aware that on April 23, 2025, the Region passed Bylaw 25-021 which will allow for vacant possession of the Property by December 1, 2025.

57. I swear this affidavit in support of the Region's application regarding the constitutionality of Bylaw 25-021, and for no other or improper purpose.

AFFIRMED by Douglas John Spooner of the City of Waterloo in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



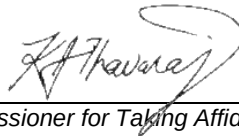
Commissioner for Taking Affidavits
(or as may be)

KARTIGA THAVARAJ
(LSO # 75291D)



Douglas John Spooner

This is Exhibit "A" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

GRT Business Plan



Grand River Transit's business plan will provide a roadmap to guide future transit service expansion and investments over the next 10 years and beyond.

The GRT Business Plan builds on transit priorities identified through the Region's [Strategic Plan](#) and [Budget](#) consultations, and engagement with riders, staff, community members and partners.

GRT's Business Plan has three main parts, supported by transit technology modernization and a fares strategy:

- [Conventional Bus and Train Plan](#)
- [MobilityPLUS and Kiwanis Transit Plan](#)
- [Township Transit Strategy](#)
- [Fares strategy](#)

The plan focuses on how to make transit easier to use, where and when GRT can serve you better, and how and where GRT should prioritize frequency and speed. These guiding principles inform all parts of the GRT Business Plan.



Frequency



Speed



Customer focus



New coverage



Simple and intuitive

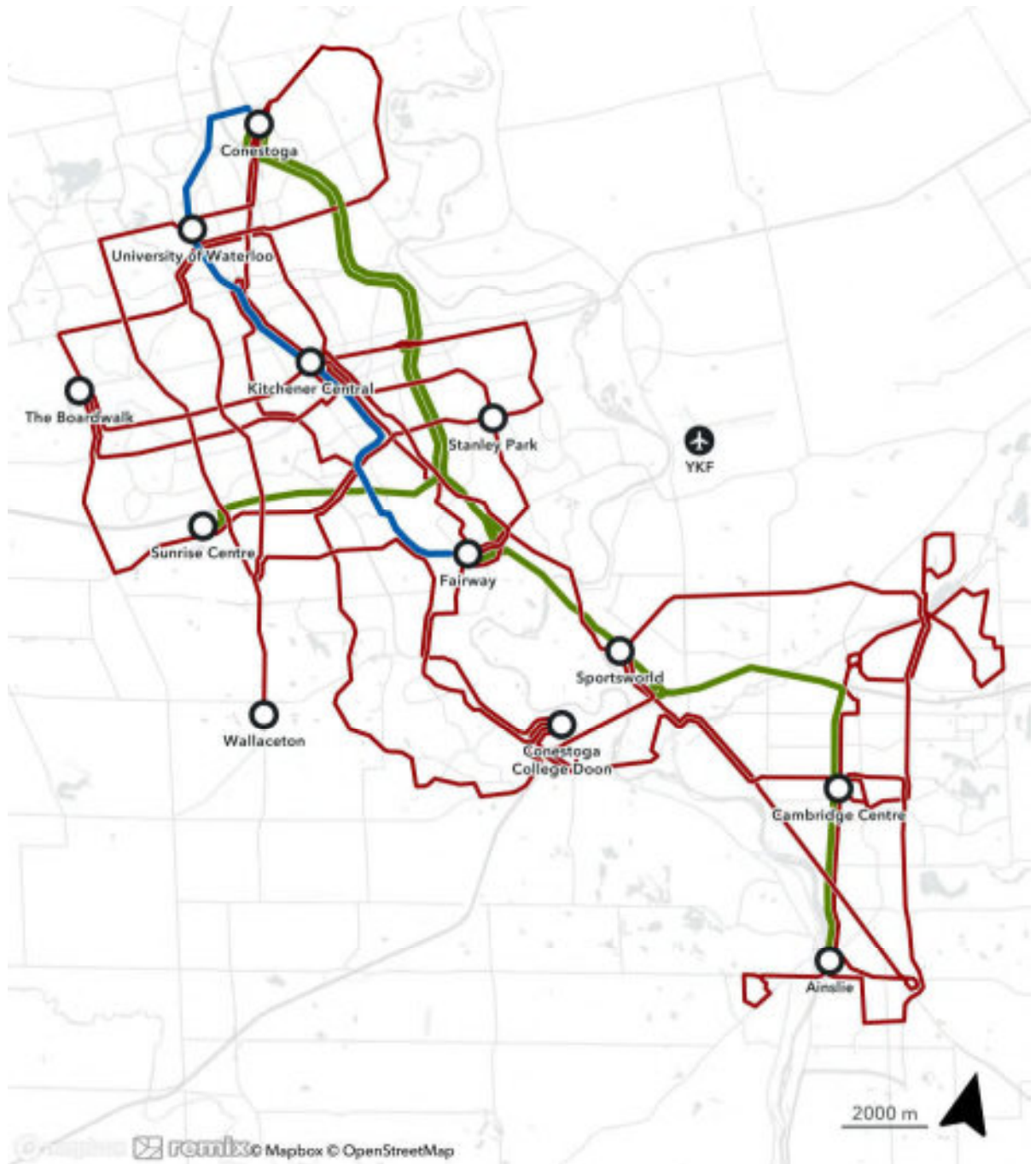
GRT's transit investment priorities are summarized below. Together, the GRT Business Plan will help make transit the easy transportation choice for more people by significantly expanding the service area of GRT, improving transit travel times, and better connecting communities across Waterloo Region.

Chat

The plan will guide the expansion of conventional bus and train services to ensure GRT can meet the needs of a rapidly-growing population, and support the Region's commitments to Strategic Plan priorities and reduce community transportation emissions.

Frequent transit network

- Service every 10 minutes on weekdays from 7 a.m. - 7 p.m., and service every 15 minutes all other times, on 16 key routes in Cambridge, Kitchener, and Waterloo
- **Riders will benefit from improved transfers**
 - On



average, **riders will be able to reach approximately 38,000 more people and 15,000 more jobs within a one-hour trip** compared to today.

- An estimated 400,000 people and 200,000 jobs will be within 800 metres of the frequent transit network.
- Proposed frequent transit network routes include:

- ION LRT 301
- ION Bus / Highway Express 302
- New Highway Express 303
- iXpress 201, 202, 203, 204, 205, and 206.
- Local Routes 7, 8, 12, 16, 20, 51, 53, and 61.
- The frequent transit network will be a focus for future transit priority projects
- Map illustrates the proposed frequent transit network (red), with connections to ION light rail (blue), and the proposed highway express services (green)
- Final network, routing, and stops subject to change through annual reviews and approval process for service, infrastructure, operations, and budget
- Guiding principles achieved:
 - Frequency, Speed, Customer focus, New coverage, and Simple and intuitive



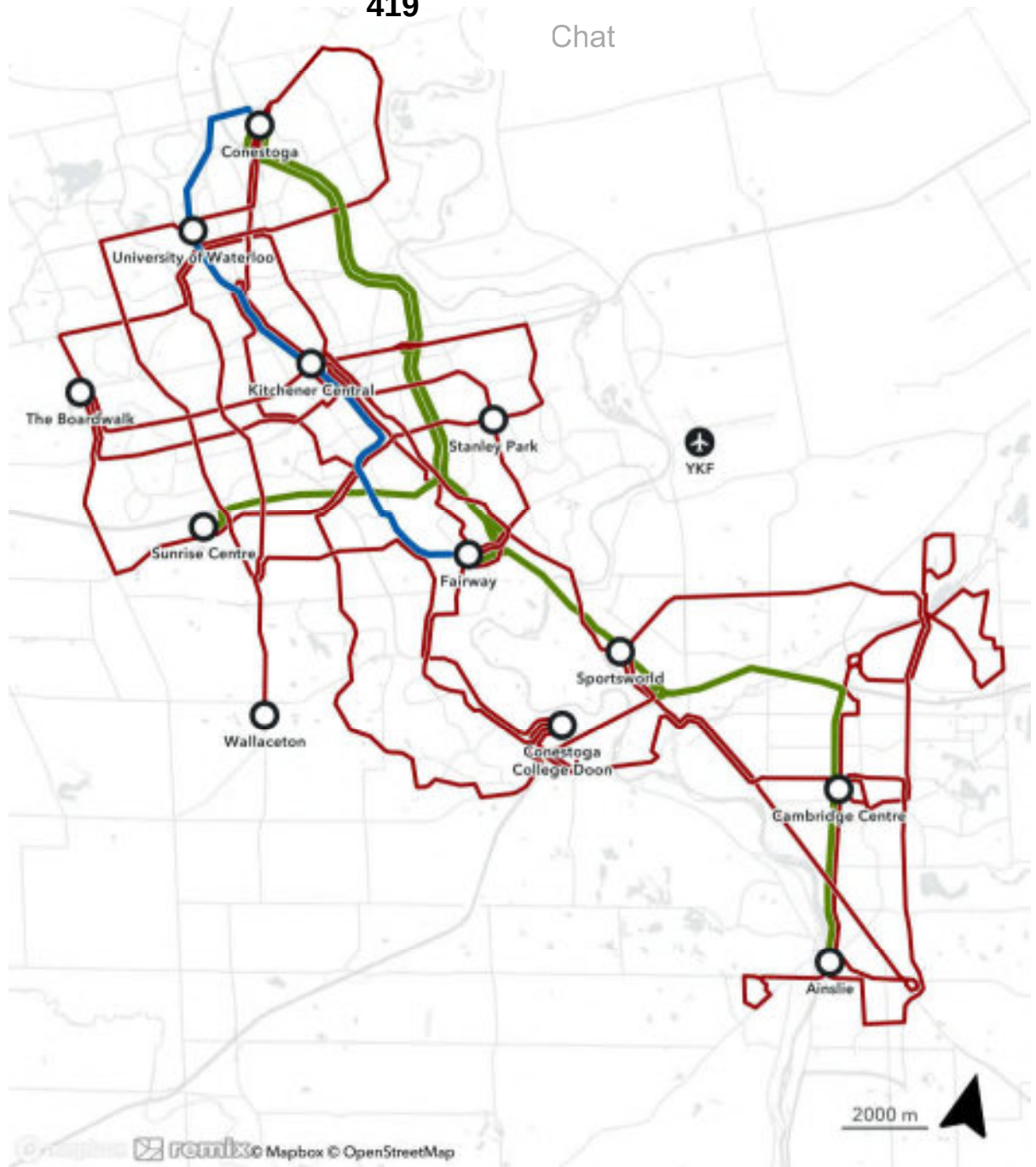
Consistent schedules

- Make schedules more consistent all day, with frequency improvements on many local routes
- Riders will enjoy more consistent travel times and improved transfers, all day, every day
- GRT will focus on:
 - Improved evening schedules
 - New and improved weekend service
 - More consistent schedules all-day during weekdays as the GRT bus fleet grows
- Strategic transit priorities achieved:
 - Frequency, Customer focus and Simple and intuitive



Highway express

- Introduce rapid services connecting Cambridge, Kitchener, and Waterloo to improve speed and transit freedom
- Based on public feedback, the proposed highways express network has been revised and expanded:
 - Combine 302 ION Bus with a direct highway connection between Fairway and Conestoga Stations; and
 - Introduce a new highway route connecting Conestoga and Sunrise Centre Stations.
- **Riders will get more time back in their day and save about 20 minutes on trips between Cambridge (Ainslie Terminal) and Waterloo (Conestoga Station)** Transit trips across the tri-cities can better compete with car and rideshare
- The highway express and frequent transit network support ridership growth ahead of Stage 2 ION and Cambridge-Guelph passenger rail projects
- Map illustrates the proposed highway express network (green) with connections to ION light rail (blue), and the proposed frequent transit network (red)



- Final network, routing, and stops are subject to change through annual reviews and approval process for service, infrastructure, operations, and budget
- Strategic transit priorities achieved:
 - Speed, Customer focus and Simple and intuitive



New coverage

- New routes and route adjustments to improve GRT's coverage of new and growing communities, and industrial areas as the GRT bus fleet grows

- **Riders will gain access to new or improved services on I workplace**

Chat

neighbourhood and

- GRT's focus areas for new coverage include:
 - Southeast Cambridge and the city's key industrial areas
 - Southwest Kitchener
 - North Waterloo
- Strategic transit priorities achieved:
 - Customer focus, New coverage



Overnight network

- Introduce 24/7 bus service on most of GRT's busiest routes across Cambridge, Kitchener, and Waterloo
- Overnight service every 30 minutes on core routes, with industrial trips to support 24/7 operations (areas shaded in blue on map)
- **Customers studying or working late night/overnight shifts will have transit options all night long, all week**
- Transit security enhancements and station and stop improvements will support safe and inclusive overnight trips for operators and riders
- Preliminary proposed overnight network routes include:
 - Routes 301 (modified bus service integrated with routes 7 and 91), 302 (modified service integrated with route 51), 201, 202, 204, 8, and 12
 - Additional industrial trips will support overnight work at key employment centres in Cambridge, north Waterloo and southeast Kitchener
- GRT will introduce more late-night services as a first step towards implementing the overnight transit network
- Map illustrates proposed overnight network concept
 - Final network, routing, and stops subject to change through annual reviews and approval process for service, infrastructure, operations, and budget

Strategic transit priorities achieved:

- Customer focus and New coverage



MobilityPLUS and Kiwanis Transit Plan

This plan will guide the improvement and expansion of specialized transit services within Waterloo Region.



Availability



Customer focus

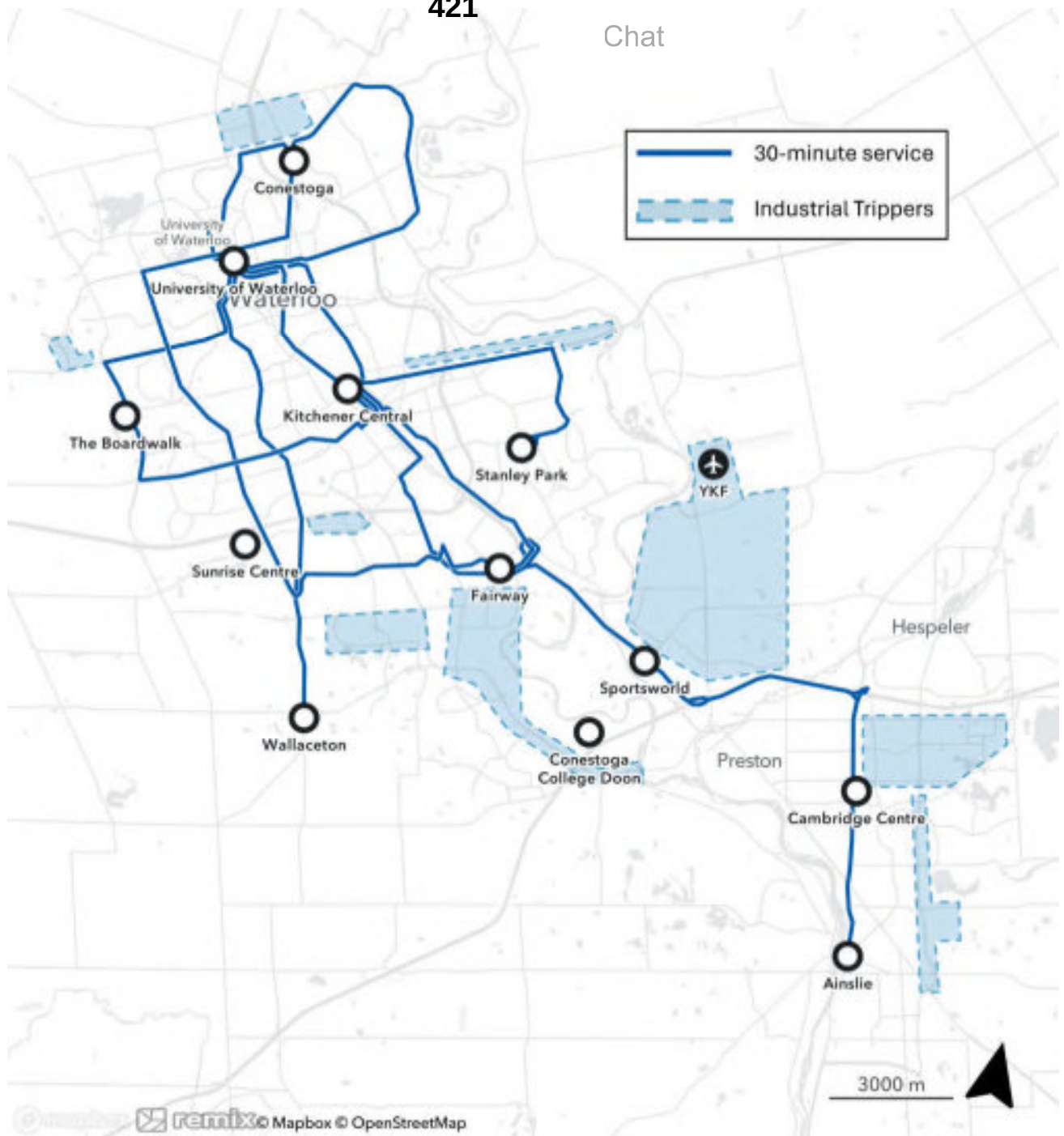


New coverage



Simple

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Customer engagement themes

Key themes of customer engagement:

- Customers are satisfied with MobilityPLUS services overall; the service allows customers to feel independent and confident
- Customers have good experiences with operators and dispatchers
- There is growing demand for MobilityPLUS service, and GRT is facing challenges in meeting the demand for trips
- Customers like the ability to book trips online
- Customers are unhappy with trip lengths and drop-off times
- Customers feel rushed when boarding vehicles

Key strategic priorities have been identified for the MobilityPLUS and Kiwanis Transit Plan:

- **Service investment:** Introduce new staff resources, modernize technologies, and increase fleet to meet growing demand for MobilityPLUS services and work toward the target of no unmet trips



- **Expand service hours:** Extend MobilityPLUS service hours, in coordination with GRT overnight service expansion, by using existing accessible taxi partnerships



- **Improve MobilityPLUS customer experience:** Use new technology and improvements; collect data to improve MobilityPLUS services; evaluate conventional fare free policy; better understand customer needs; improve customer engagement and communications; and improve coordination between MobilityPLUS and Kiwanis Transit



Township Transit Strategy

GRT has developed and evaluated ideas to expand transit services in the townships, providing residents with better access to essential services and employment opportunities.

The goal is to provide residents with better access to essential services and employment opportunities.

- **Consistent schedules:** Enhance existing fixed routes



- **New coverage areas:** Introduce future fixed routes for North Dumfries and Wellesley to connect to GRT's core network



- **Airport service:** Introduce a new frequent, all-day, fixed route service to Breslau and the Region of Waterloo International Airport



- **New on-demand transit:** Add on-demand transit zones in each Township to support access to fixed-routes and expand GRT's township service area

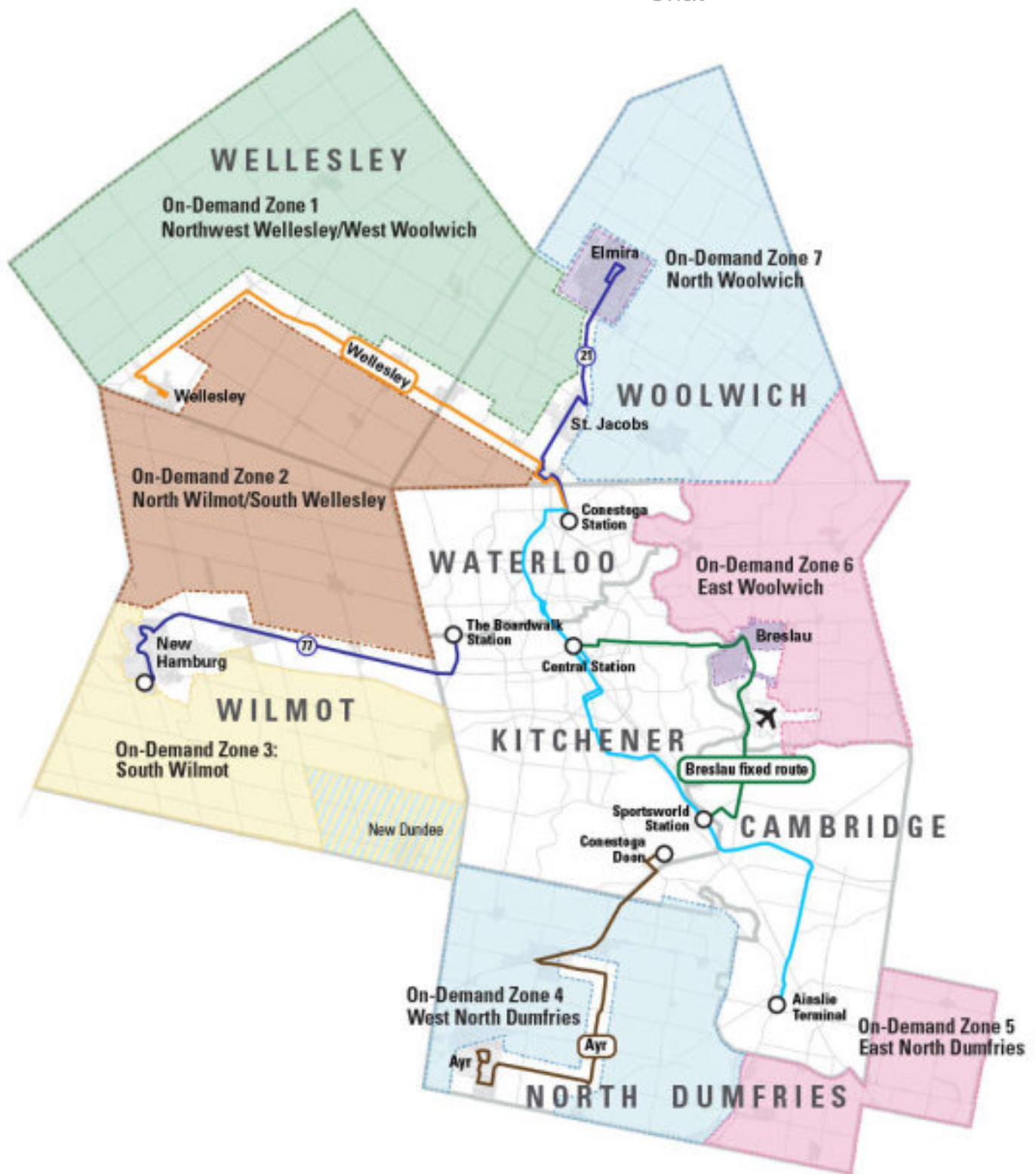


- **Alternative delivery models:** Investigate opportunities for alternative service delivery, such as co-mingling to enhance operational efficiencies



There are two types of transit service proposed for the townships:

- **Fixed-route transit** is how most typical bus routes operate. Fixed-route service follows a consistent route and schedule every day the bus operates. Bus frequency is determined by demand and available resources. Travel times are consistent but may require longer walks.
- **On-demand transit** is a shared-ride service that does not run on a fixed route or schedule. Instead, buses travel based on the trip requests made by passengers, which can make travel times variable. On-demand trips can be booked using an app or by calling.



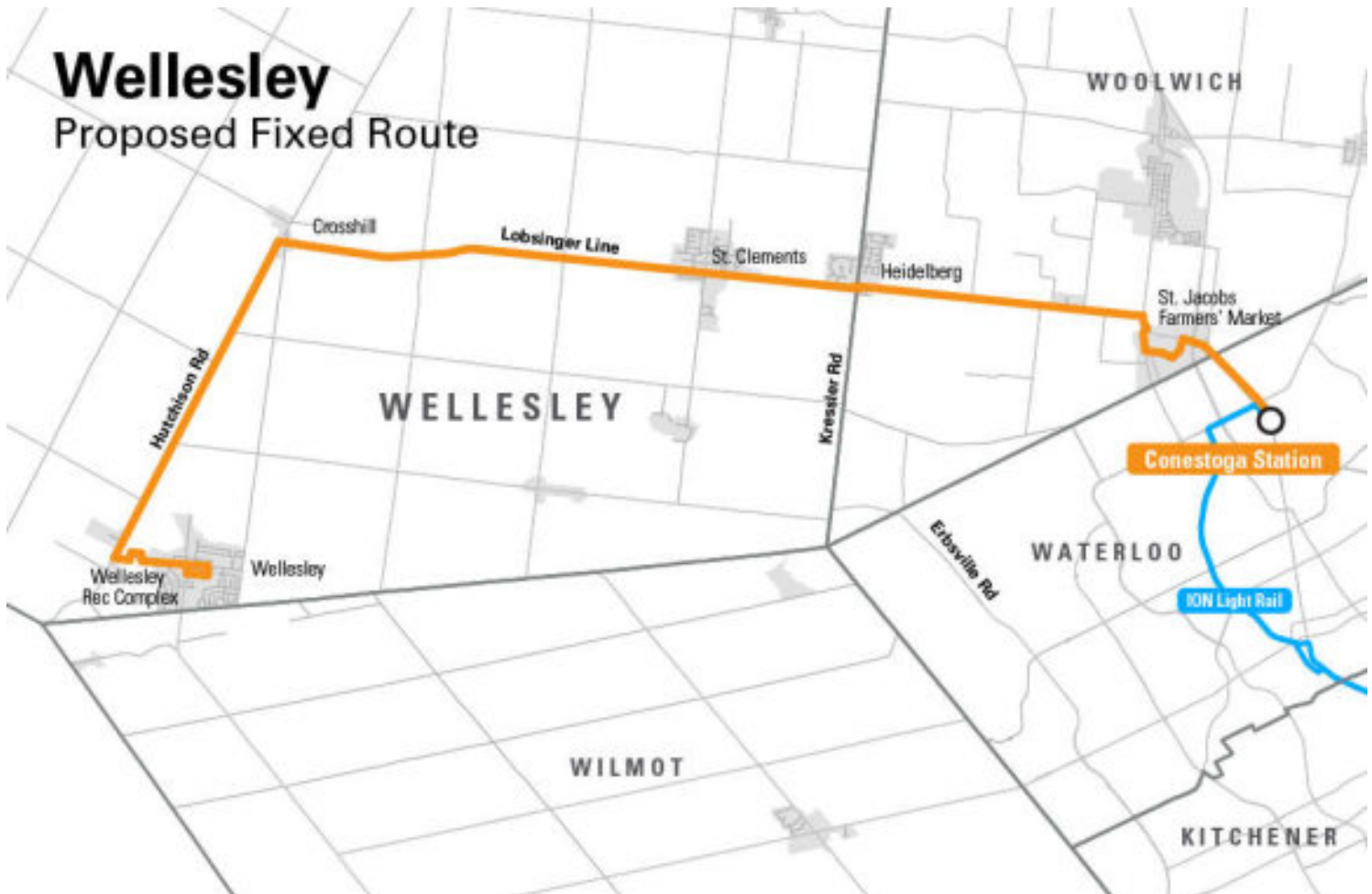
Final network and routing subject to change through annual reviews, further consultation and approval process for service, infrastructure, operations, and budget.

Wellesley Township

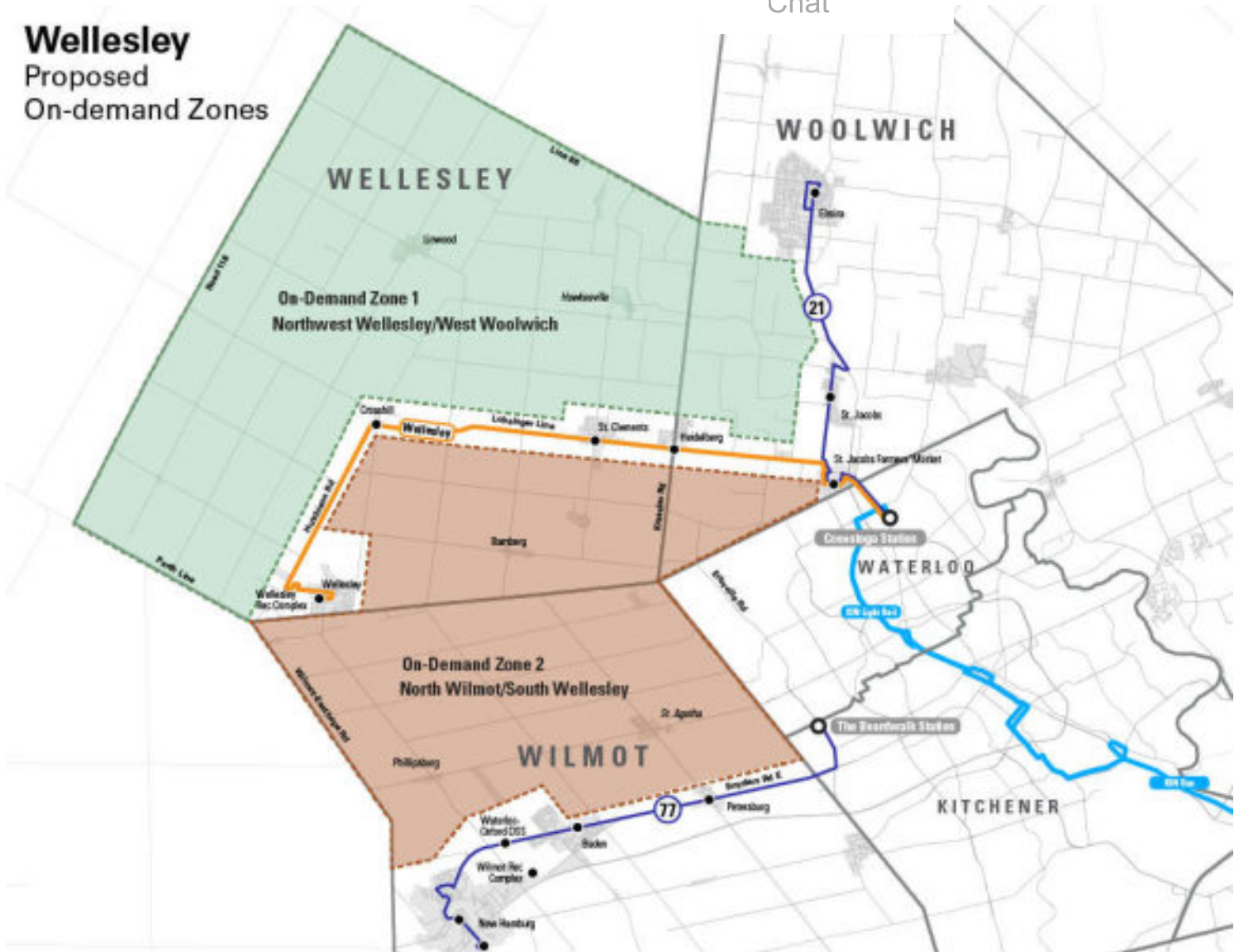
- Introduce a fixed route connecting Wellesley Village and other Wellesley comm

Chat Conestoga Station

- End to end travel time: About 40 minutes
- Frequency with one vehicle: 90 minutes
- Connects over 50% of Wellesley's population
- Introduce On-Demand zones 1 and 2 serve the remaining areas of Wellesley, with zone coverage overlapping parts of neighbouring townships

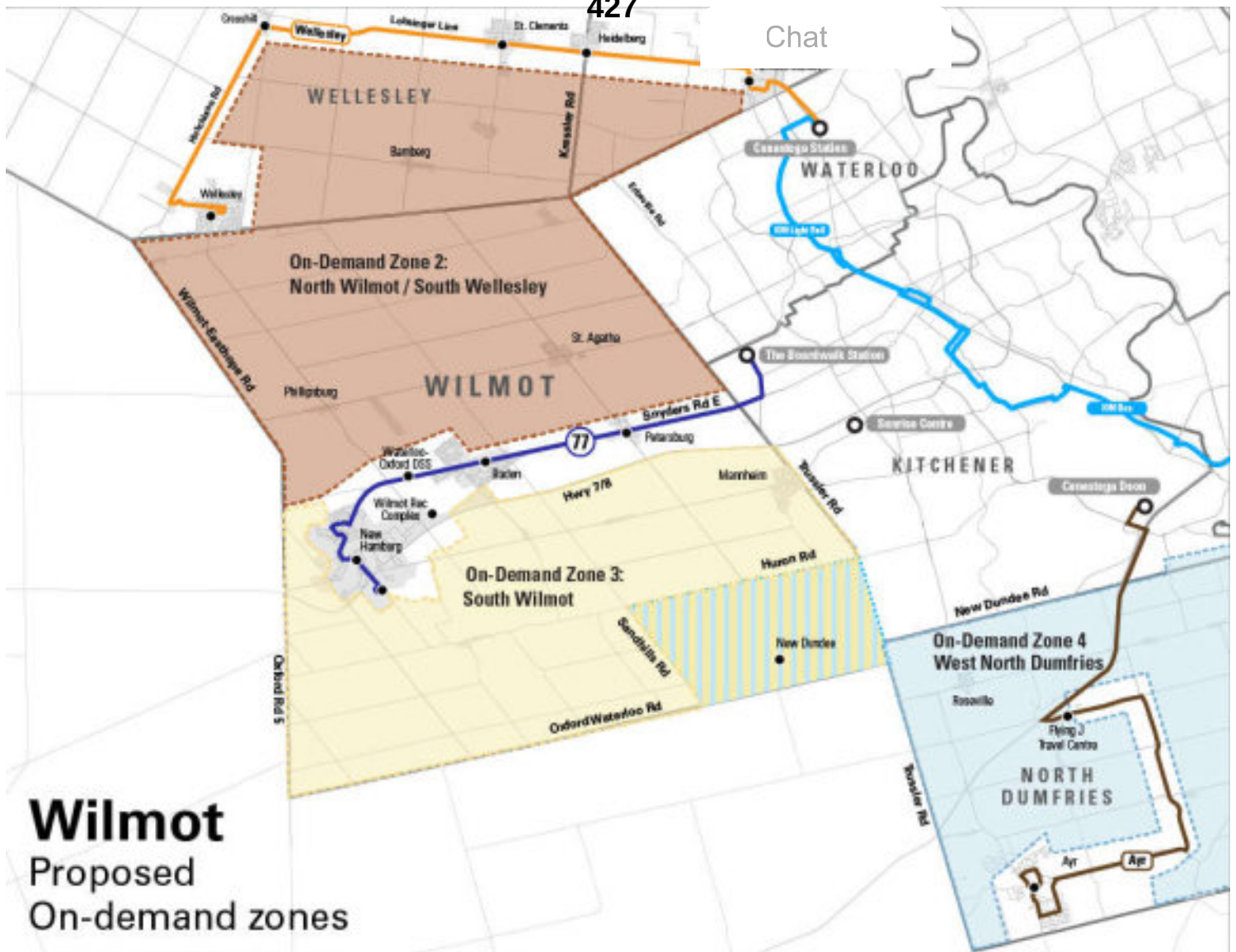


Wellesley Proposed On-demand Zones



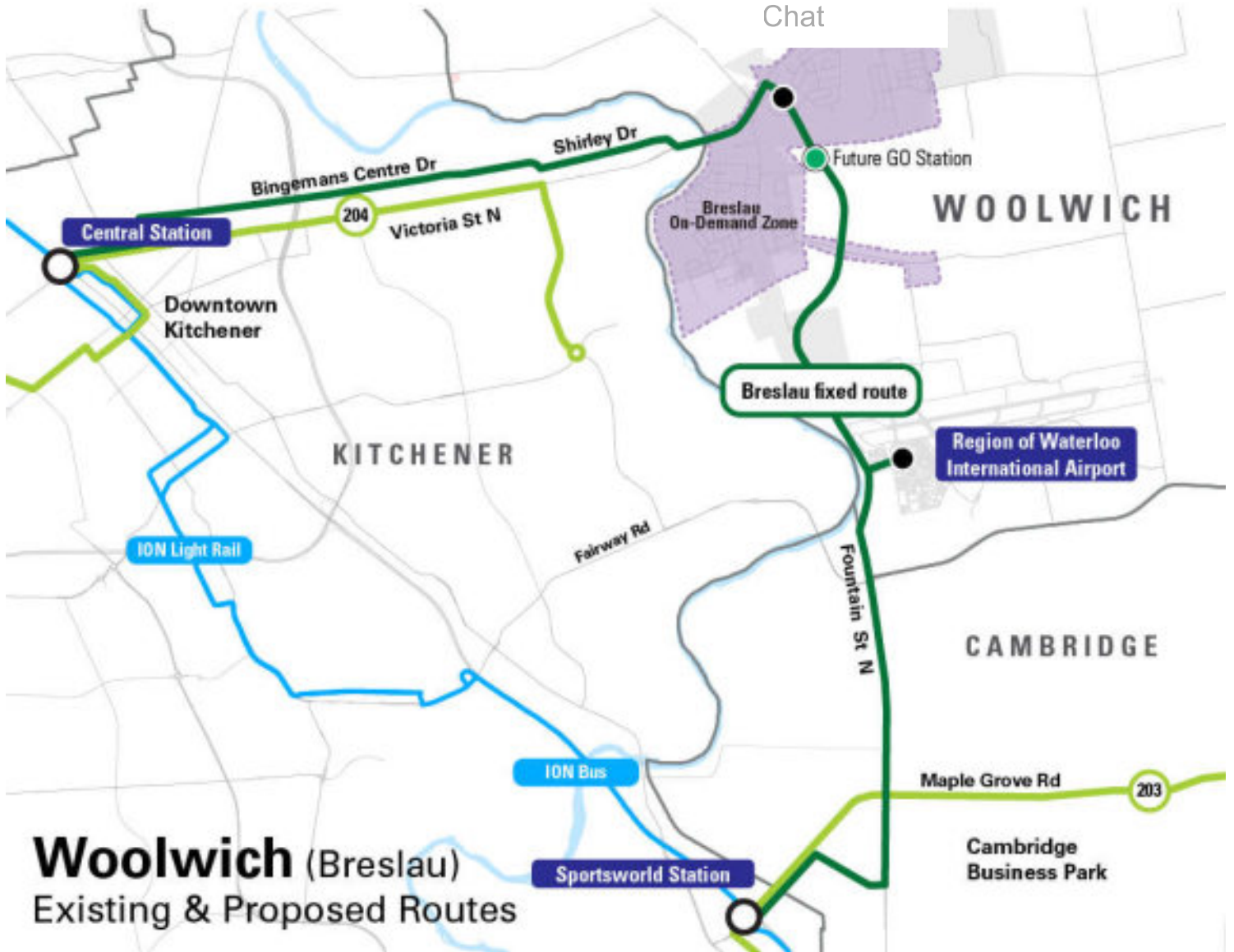
Wilmot Township

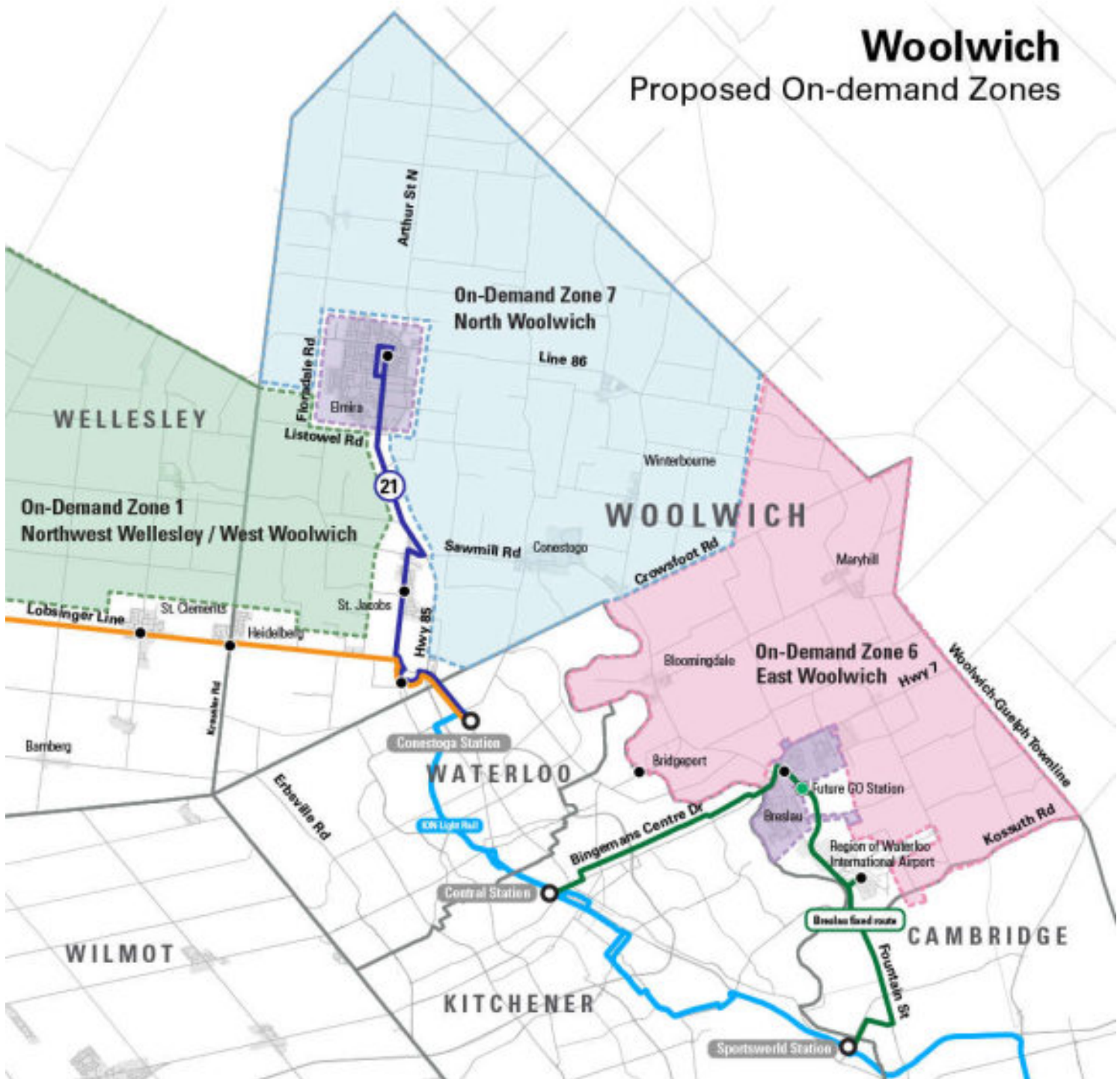
- Enhance Route 77
 - Convert the Forrest/Hincks flex stop to permanent fixed-route stop
 - Modernize vehicle technology to offer real-time location information, consistent with most of GRT's fleet
 - Continue expanding service hours as warranted, including later weekday evenings and weekends, to align with the Conventional Bus and Train Plan
 - Continue monitoring the existing flex service and consider an alternate service model when appropriate to maintain and improve current service levels
- Introduce On-Demand zones 2 and 3 to serve the remaining areas of Wilmot, with zone coverage in parts of abutting townships, as well as a shared coverage area for zone 3 and 4 serving New Dundee



Woolwich Township and Region of Waterloo International Airport

- Introduce a new all-day-all-week fixed route from Central Station to Sportsworld Station via Breslau and the Waterloo International Airport to integrate the Breslau core and airport lands into GRT's core network:
 - Replace existing Route 34 in Kitchener
 - Replace existing Route 78 in Woolwich, Cambridge and Kitchener
 - Re-size the existing Route 79 Flex (On-Demand) service zone
- Transition Elmira Community Bus Pilot to a permanent GRT Elmira On-Demand service
- Continually monitor Route 21 for improvement opportunities as part of GRT's core network
- Introduce On-Demand zones 6 and 7, alongside parts of Wellesley zone 1, to serve the remaining areas of Woolwich





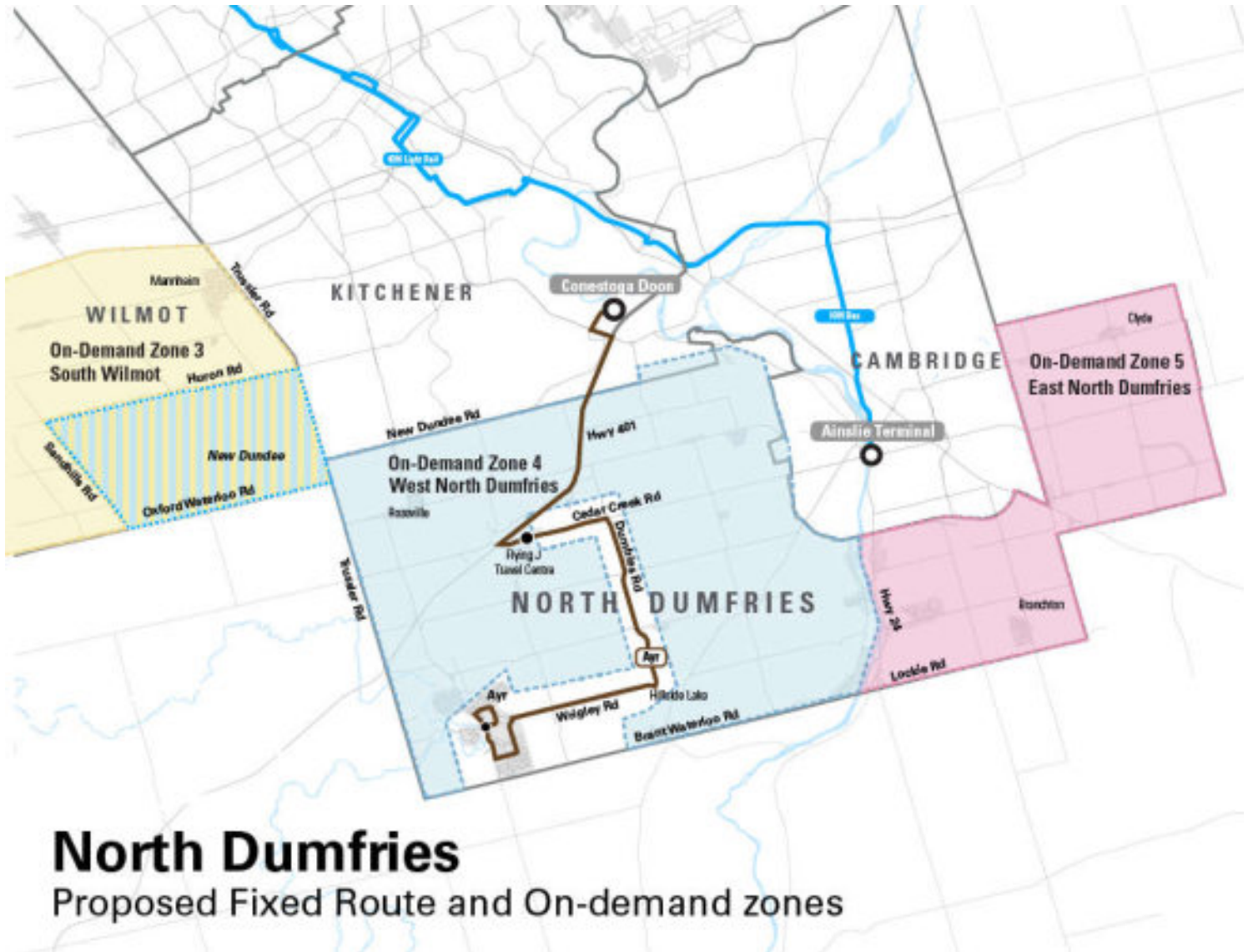
North Dumfries

- Introduce a fixed route connecting the Village of Ayr and the 401 Business Park to Conestoga Doon Station
 - End to end travel time: About 40 minutes
 - Frequency with one vehicle: 90 minutes
 - Connects over 50% of North Dumfries' population and improves transit options for large employers
 - Avoid all at-grade rail crossings to ensure schedule adherence

- Introduce On-Demand zones 4 and 5 to serve the remaining overlap in zone 4 with Wilmot township, and with connection

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with a shared zone network



Fares strategy

The following fare recommendations diversify revenues, support service improvements, and promote affordable access for those who need it most:

- **Kids ride free:** Provide support to families and caregivers by introducing free transit for children 12 years and under, riding with a fare-paying customer.
- **More discounts for those in need:** Enhance GRT's Affordable Transit Program to provide bigger discounts to those with the greatest financial need.
- **Fare pricing:** Future fare price increases will be proposed to match annual service expansion, inflation, and to align to comparable transit systems.
- **Support employers and employees:** Expand transit business account offerings using GRT Pay.

431
Grand River Tran
250 Strasburg R
Kitchener, ON N2E 3M6

Chat

Phone: **519-585-7555**
Deaf and Hard of Hearing (TTY): **519-575-4608**

Summer service changes

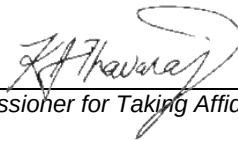


Summer schedule and stop changes effective June 23, 2025.

Check our [Service Alerts webpage](#) for further details.

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This is Exhibit "B" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ



Region of Waterloo

Transportation Master Plan

What is *Moving Forward*?

Moving Forward is the Region of Waterloo's Transportation Master Plan (TMP) which was approved by Regional Council June 27, 2018.

Moving Forward is a strategic plan which identifies the policies and projects that will meet the Region's long and short term transportation needs over the next 25 years. These include how and where to invest in Regional road improvements, traffic controls, public transit services, and cycling and walking facilities. It also includes strategies to manage both ongoing travel demands, and the necessary accommodations required by evolving transportation technologies. *Moving Forward* also addresses transportation needs related to provincial highways within the Region, travel to and from the Region, emerging transportation trends, and passenger rail service.

- *Moving Forward* - [Full 2018 TMP Report \(/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-3030800-v3-TMP_Report_Moving_Foward_Main_Report_FINAL_2019-06-12.pdf\)](#).

An accessible format of this document is available upon request.

Please contact Transportation Department at 519-575-4558 or TTY 519-575-4608

or email transportation@regionofwaterloo.ca (<mailto:transportation@regionofwaterloo.ca>) to request an accessible format.

Why is *Moving Forward* important to you?

Moving Forward affects everyone. It addresses the movement of people and goods in and around Waterloo Region. The need for mobility impacts everyone including residents, businesses and visitors in the community. Serving our travel needs and minimizing impacts on our neighbourhoods and natural areas, mobility must be safe, convenient and affordable. It is

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types of travel choices expected by residents of the Region, including walking, cycling, driving and transit.

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transit.

What is the vision for *Moving Forward*?

The following vision statement for Waterloo Region's transportation system was developed by input provided by Regional staff, the General Public Panel and the Stakeholder Panel of agency representatives and community groups involved in the development process of *Moving Forward*. This vision also aligns with the core Regional strategic vision.

"Waterloo Region will be a prosperous, sustainable and healthy community, with viable transportation choices for people of all ages and abilities, and for the movement of goods supporting our economy."

To achieve the vision, the following goals were adopted for *Moving Forward*:

- Optimize the Transportation System by making the most of what currently exists, and maximize the use of existing services and facilities.
- Promote Transportation Choices by offering competitive options for moving people and goods in an integrated, seamless transportation system.
- Foster a strong Economy by providing a transportation system that supports the retention of existing businesses and attracts sustainable economic activity.
- Support Sustainable Development by providing a transportation system that supports sustainable growth in both urban and rural areas and reduces transportation contributions to climate change.

How do I access *Moving Forward* reports?

- *Moving Forward - Full 2018 TMP Report* (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-3030800-v3-TMP_Report_Moving_Foward_Main_Report_FINAL_2019-06-12.pdf).
- *An Overview of Moving Forward - 2018 TMP Brochure* (/en/exploring-the-region/resources/Transportation/DOCS_ADMIN-3115278-v3-Brochure_Region_of_Waterloo_TMP_Update_2019-09-17.pdf).
- *Appendix A – Trends, Outlook, and Opportunity Report* (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2446017-v2-TMP_Report_Needs_and_Opportunities_FINAL_August_2017.PDF).
- *Appendix B – Network Assessment Report* (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2991557-v1-TMP_Report_Network_Assessment_FINAL.pdf).

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- [Appendix C – Consultation Summary Report](#) [Chat](#) [rces/Transportation-Master-Plan/DOCS_ADMIN-3030802-v2-TMP_Report_Cons_2019-06-07.PDF](#)
- [Appendix D – Goods Movement Report](#) ([/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976632-v2-TMP_Report_Goods_Movement_FINAL_2019-06-07.PDF](#)).
- [Appendix E – Active Transportation Network Strategy](#) ([/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976631-v1-TMP_Report_Active_Transportation_FINAL_2019-03-29.PDF](#)).
- [Appendix F – Transportation Demand Management Report](#) ([/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2981762-v1-TMP_Report_TDM_Strategy_FINAL_2019-03-29.PDF](#)).
- [Appendix G – Transit Strategy Report](#) ([/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976635-v3-TMP_Report_Transit_Strategy_FINAL_2019-03-29.PDF](#)).
- [Appendix H – New Mobility in Waterloo Region Report](#) ([/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976634-v1-TMP_Report_Forward_New_Mobility_FINAL_2019-04-01.PDF](#)).

Accessible formats of these documents are available upon request.

Please contact Transportation Department at 519-575-4558 or TTY 519-575-4608

or email transportation@regionofwaterloo.ca (<mailto:transportation@regionofwaterloo.ca>) to request an accessible format.

How does *Moving Forward* relate to other plans?

Moving Forward is an update to the 2010 Regional Transportation Master plan and supercedes this plan.

The new plan is compatible with the Regional Official Plan and the philosophy of compact, sustainable development. *Moving Forward* also integrates the Region's 2014 Active Transportation Master plan but goes much further. *Moving Forward* develops strategies and makes recommendations which identify network related infrastructure requirements and enhancements that will connect and accelerate the attainment of an integrated active transportation network in the Region of Waterloo.

The Cities of Cambridge, Kitchener, and Waterloo have their own transportation master plans to help guide decisions in planning the City street networks, parking, goods movement, and trails. As the Cities continue to update their TMP's in the future, they will also be based on *Moving Forward*.

- [2010 Regional Transportation Master Plan](#) ([/en/regional-government/resources/Reports-Plans--Data/Transportation-Master-Plan/RTMP-Full-Report.pdf](#)).

Chat result, parts
browser to

its most recent version at your earliest convenience

Chat

This is Exhibit "C" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

PROPERTY DESCRIPTION: PT LT 16 PL 374 AND PT LT 19 SUBDIVISION OF LT 3 GERMAN COMPANY TRACT, BEING PTS. 1 & 2 ON 58R-5402; CITY OF KITCHENER

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN 881829.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 22319-0371

PIN CREATION DATE:
2002/11/18

OWNERS' NAMES
THE REGIONAL MUNICIPALITY OF WATERLOO

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/11/15 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/11/18 **						
839318	1986/01/31	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF KITCHENER	
REMARKS: SKETCH ATTACHED. 719313						
58R5345	1986/11/10	PLAN REFERENCE				C
58R5402	1986/12/11	PLAN REFERENCE				C
885724	1987/02/20	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF KITCHENER	
REMARKS: SKETCH ATTACHED.						
936407	1988/03/21	NOTICE OF LEASE		*** COMPLETELY DELETED ***	IMPERIAL STAR INVESTMENTS LTD.	
940657	1988/04/29	CHARGE		*** COMPLETELY DELETED ***	NORTH AMERICAN LIFE ASSURANCE CO.	
940658	1988/04/29	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REMARKS: RENTS, 940657						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
1001666	1989/07/27	CHARGE		*** COMPLETELY DELETED ***	MONTREAL TRUST COMPANY OF CANADA	
1001667	1989/07/27	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REMARKS: RENTS						
1004336	1989/08/16	RELEASE		*** COMPLETELY DELETED ***		
REMARKS: 839318. 885724						
1056599	1990/10/22	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	SHEN, LUNG-CHE SHEN, YI-JEN	
1206288	1994/03/14	AGR AM CH		*** COMPLETELY DELETED ***		
REMARKS: 940657						
1443587	1999/12/14	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	SHEN, YI-JEN SHEN, LUNG-CHE	
REMARKS: RE 940657, 1206288						
1443588	1999/12/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
REMARKS: 940657 POSTPONED TO 1001666						
1457714	2000/05/23	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: AMENDS CHARGE. 940657						
1457715	2000/05/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
REMARKS: 1001666 POSTPONED TO 940658						
1491810	2001/04/02	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN, BY HIS ATTORNEY INST # 1443586 SHEN, LUNG-CHE, BY HER ATTORNEY INST. # 1443585	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: AGREEMENT AMENDING CHARGE # 940657, & INST. # 1206288, 1443587 & 1457714.						
1491811	2001/04/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
REMARKS: CHARGE # 1001666 POSTPONED TO CHARGE # 940657 & INST. # 1206288, 1443587, 1443588, 1457714 & 1491810. - SEE INST.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
1528361	2002/02/08	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: AMENDS CHARGE 940657						
1528362	2002/02/08	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
REMARKS: POSTPONES CHARGE 1001666 TO CHARGE 940657						
WR2372	2003/11/21	NOTICE AGREEMENT		*** COMPLETELY DELETED *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: AMENDS 940657						
WR154674	2005/09/08	APL (GENERAL)		*** COMPLETELY DELETED *** CANADIAN NATIONAL RAILWAY COMPANY		
WR154830	2005/09/09	APL (GENERAL)		*** COMPLETELY DELETED *** SHEN, LUNG-CHE SHEN, YI-JEN		
WR155152	2005/09/09	TRANSFER		*** COMPLETELY DELETED *** SHEN, LUNG-CHE SHEN, YI-JEN	TWIN CITY PROPERTIES INC.	
REMARKS: PLANNING ACT STATEMENTS						
WR155180	2005/09/09	NOTICE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	THE MANULFACTURERS LIFE INSURANCE COMPANY	
REMARKS: 940657						
WR162857	2005/10/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** MONTREAL TRUST COMPANY OF CANADA		
REMARKS: RE: 1001666						
WR173161	2005/11/17	NOTICE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: RE: 940657 ETC.						
WR222819	2006/06/22	LIEN		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF KITCHENER		
WR572135	2010/10/01	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR572136	2010/10/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
	REMARKS: WR572135.					
WR572499	2010/10/04	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF KITCHENER		
	REMARKS: WR222819.					
WR576258	2010/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
	REMARKS: 940657.					
WR633818	2011/08/12	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
WR633819	2011/08/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
	REMARKS: WR633818					
WR666086	2012/01/16	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
WR713362	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	JERMYN, ROBERT W.	C
WR713364	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	PARK, CHOONSEO	C
WR713366	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	QUALITY CONNECT	C
WR713370	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	BEST CUTS UNISEX HAIR SALON	C
WR713374	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	KING WOK CHINESE FOOD INC.	C
WR713379	2012/09/11	NOTICE OF LEASE	\$2	TWIN CITY PROPERTIES INC.	CASH SHOP	C
WR720006	2012/10/17	PLAN EXPROPRIATION		*** COMPLETELY DELETED ***	THE REGIONAL MUNICIPALITY OF WATERLOO	
	REMARKS: 1					
WR725327	2012/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: WR666086.					
WR727039	2012/11/23	TRANSFER		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALITY OF WATERLOO	TWIN CITY PROPERTIES INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR727040	2012/11/23	TRANSFER	\$2,535,000	TWIN CITY PROPERTIES INC.	THE REGIONAL MUNICIPALITY OF WATERLOO	C
WR727463	2012/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: WR633818.				
WR727482	2012/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: WR572135.				
58R17826	2013/06/03	PLAN REFERENCE				C
58R17898	2013/08/16	PLAN REFERENCE				C
WR789763	2013/11/15	BYLAW		THE REGIONAL MUNICIPALITY OF WATERLOO		C
		REMARKS: A BY-LAW TO ESTABLISH AS A PUBLIC HIGHWAY A TEMPORARY DETOUR ROAD DURING CONSTRUCTION OF REGIONAL ROAD 8 (WEBER STREET)				
WR846985	2014/10/23	BYLAW PUB HGHWY		THE REGIONAL MUNICIPALITY OF WATERLOO		C
		REMARKS: A BY-LAW TO OPEN REGIONAL ROAD 8 (WEBER STREET) BETWEEN VICTORIA AND WILHELM STREET, IN THE CITY OF KITCHENER TO PUBLIC PASSAGE AND TO WIDEN REGIONAL ROAD 8 (WEBER STREET)				
WR846986	2014/10/23	BYLAW		THE REGIONAL MUNICIPALITY OF WATERLOO		C
		REMARKS: BY-LAW TO PERMANANTLY CLOSE A TEMPORARY DETOUR ROAD DURING CONSTRUCTION OF REGIONAL ROAD 8 (WEBER STREET), AND TO REPEAL BY-LAW NUMBER 13-034				
WR1541887	2023/10/27	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
58R21858	2023/10/30	PLAN REFERENCE				C
		REMARKS: WR1541887.				

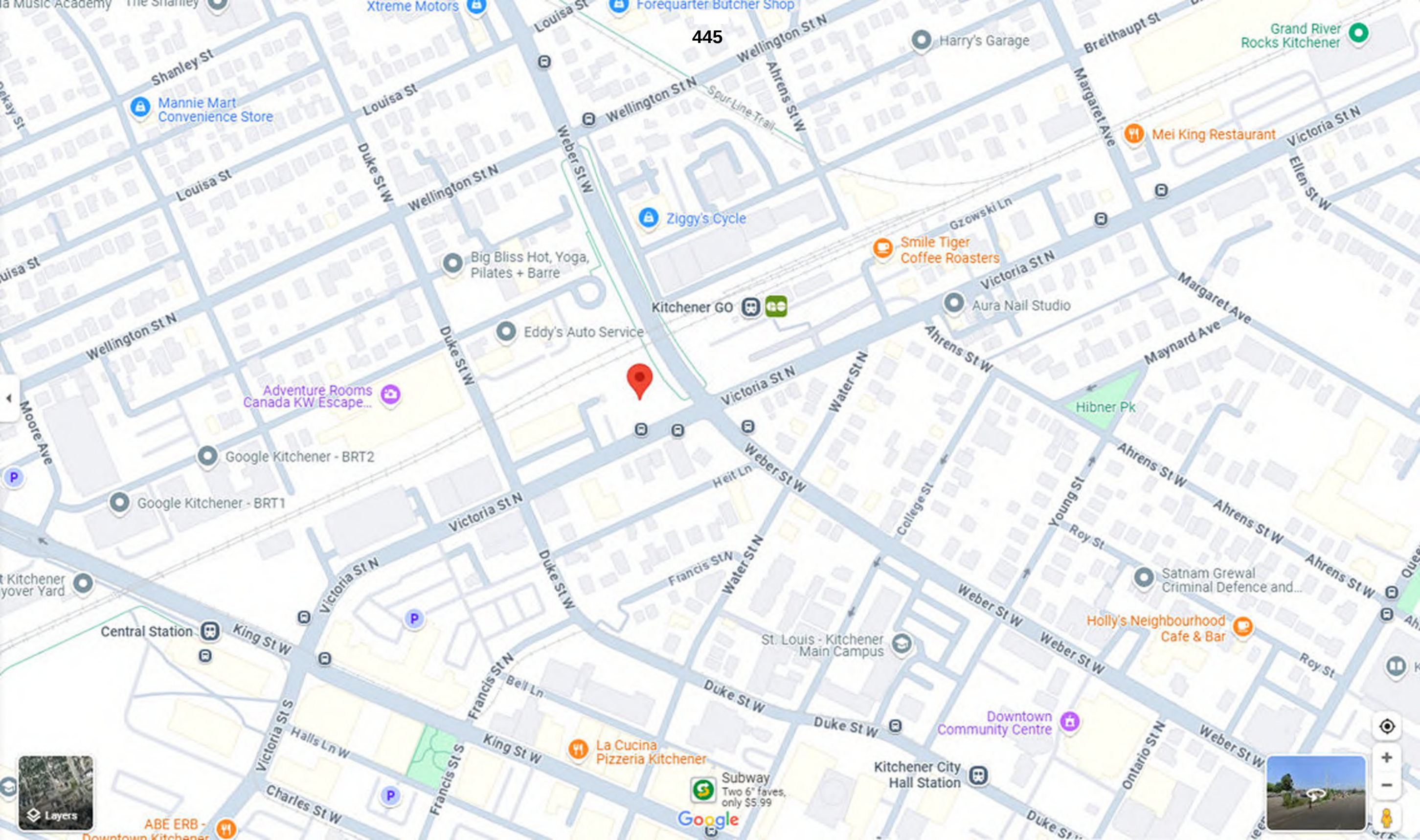
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

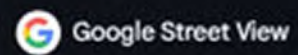


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91 Waterloo Regional Rd 55

Kitchener, Ontario



Jul 2024

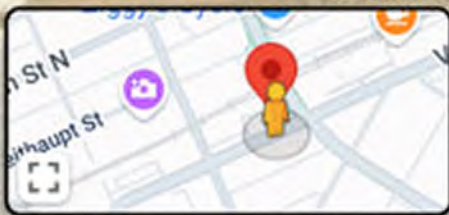
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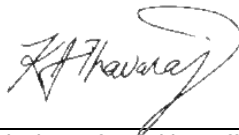
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Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ



What is the Toronto-Waterloo Corridor?

This article looks at the Toronto-Waterloo Corridor workforce, diversity and business opportunities that make us special.



Here are five things you need to know about the Toronto-Waterloo Corridor:

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Editor's Note: This article was originally published in January 2020. Since then, it has been updated to include recent information and links.

1. One of the world's largest tech clusters

The Toronto-Waterloo Corridor is the 3rd largest tech cluster in North America. It's home to more than 15,000 tech companies, including 5,200+ startups and more than 343,000 employees in high-tech industries.

With more than 9.8% of the total workforce employed in tech, the Toronto-Waterloo Corridor also has a similar talent density to Silicon Valley and a much greater density than New York or Boston.

It's not just about size – the Toronto-Waterloo Corridor stands out for quality, too. Startup Genome has recognized the Toronto-Waterloo Corridor as the #1 startup ecosystem, cleantech ecosystem and fintech ecosystem in Canada.

2. Talent for growing businesses

Speaking of workforce, the Toronto-Waterloo Corridor has an exceptional talent pipeline, with more than half a million students across 16 secondary institutions.

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also has a similar talent density to Silicon Valley and a much greater density than New York or Boston.

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It's not just about size – the Toronto-Waterloo Corridor stands out for quality, too. Startup Genome has recognized the Toronto-Waterloo Corridor as the #1 startup ecosystem, cleantech ecosystem and fintech ecosystem in Canada.

2. Talent for growing businesses

Speaking of workforce, the Toronto-Waterloo Corridor has an exceptional talent pipeline, with more than half a million students across 16 post-secondary institutions.

Within the Corridor we have Canada's largest engineering school, two of Canada's top three computer science programs, a half-dozen business schools (including three of the top ten in Canada) and the largest co-operative education program in North America.

Experienced workforce growth is important because it highlights a region's ability to attract talent. In CBRE's most recent Scoring Tech Talent report, Toronto's tech workforce was ranked #4 among large tech talent markets (50k+ tech workers), while Waterloo was ranked #1 among small tech talent markets.

The report also reveals that Toronto and Waterloo rank as the third and fourth fastest-growing tech talent markets in North America. Additionally, CBRE highlights Waterloo as offering the best value in terms of cost and quality for tech



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3. A perfect location for B2C and B2B

Since the Toronto-Waterloo Corridor is such a tight-knit region (just 105km/65mi from Waterloo to Toronto), the whole area shares the strategic location benefits that we often herald in Waterloo.

For example, the Corridor is almost directly in the middle of America's Eastern Seaboard and Midwest, which means equally convenient connections to New York City, Boston and Chicago, as well as Detroit, Columbus and Pittsburgh.

For B2C companies, that means access to 187+ million consumers within a one-day drive.



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organizations.

[DOWNLOAD PDF](#)

4. Diversity that makes us all stronger

Toronto is well-known as one of the most diverse and international cities on the planet and Canada is one of the world's most welcoming countries, with one of the world's best tech-related work permit/visa programs. In fact, more than 36% of the Corridor's residents are foreign-born.

Our universities have also put an emphasis on international talent. For example, approximately 22% of the University of Waterloo's undergraduate students, and 40% of their graduate students, are from outside of Canada. You'll find a similar story at many of the Corridor's 16 post-secondary institutions.

5. Opportunities for businesses of all shapes and sizes

Here's the big one for businesses. The biggest differentiator between the Toronto-Waterloo Corridor and similar ecosystems across North America is our business diversity.

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5. Opportunities for businesses of all shapes and sizes

Here's the big one for businesses. The biggest differentiator between the Toronto-Waterloo Corridor and similar ecosystems across North America is our business diversity.

Toronto is a global-scale finance and business hub, ranked 7th in the world. In Waterloo, you'll find a world-class tech hub, Canada's largest robotics and automation cluster and a substantial manufacturing community that includes Toyota's largest Canadian plant.

Together, the Toronto-Waterloo Corridor is part of Canada's largest tech cluster and Canada's largest manufacturing and automotive corridors.

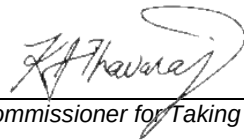
The diversity of the Toronto-Waterloo Corridor's ecosystem is truly unrivaled in North America. With a mix of industries, businesses and cost options, it's the ideal place for companies looking to land and grow.

Want to learn more about the Toronto-Waterloo Corridor?

Get in touch with our team today.

[CONTACT US →](#)[SUBSCRIBE TO BLOG](#)

This is Exhibit "F" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

— 2023 - 2027 —

STRATEGIC PLAN **growing** with care



Region of Waterloo

Land acknowledgment

This Strategic Plan is about this community and its future — today, tomorrow and for generations to come. It is about our commitment to all people and the land we share and how this drives everything we do at the Region of Waterloo.

We live on land that has been rich in Indigenous cultures for 10,000 years. We are treaty people, which comes with responsibilities and obligations. The enduring presence and traditional knowledge of the Anishinaabe, Haudenosaunee and Chonnonton Peoples teaches us how to steward the land for future generations. We work to honour the Two Row Wampum treaty and its principles of Friendship, Peace Between Peoples, and Living In Parallel Forever.

On this Plan's cover, you can spot some of what makes Waterloo Region a wonderful community. Alongside the ION train, construction cranes, Regional Council chambers and our water towers, this graphic also shows the connections that are critical to our community:

- The Grand River that provides drinking water, brings joy, and is home to many living things
- Deer, an example of local wildlife that has been a staple food for local Indigenous people
- Corn, beans and squash, traditional local Indigenous crops. These represent our history of agriculture and teach us about growing together and supporting each other
- The eagle, which represents leadership in Indigenous teaching and watches and warns of threats
- The rising sun represents warmth and new energy, symbolizing the Region of Waterloo's commitment to new ideas and collaboration with community
- A bridge, which symbolizes our connections and overcoming divisions

The purple rows you see along the bottom of many Growing with Care graphics represents Indigenous and settler peoples traveling side-by-side along the river of life in peace and friendship, honouring our different customs and traditions.

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Message from Karen Redman, Regional Chair



The Region of Waterloo is quickly growing to one million residents, and how we grow matters. It's imperative that as a community, we focus on the future, striving for growth that is sustainable, fair, and inclusive.

In developing this Strategic Plan, we listened to the diverse voices of thousands of residents. We would like to thank everyone who took a moment of their busy day to tell us what mattered to them.

Your feedback emphasized that our community's identity should not solely be defined by growth numbers, but rather by the manner in which we grow collectively. Your vision entails a future where growth is approached with sensitivity—towards both people and the environment we inhabit.

We've heard you, and the result is our new 2023-2027 Strategic Plan, "Growing with Care." This is our shared vision for the community where we all live. It is our guide towards a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

These are the building blocks for our future. Working alongside community partners and area municipalities, we are proud to continue providing the essential services residents deserve.

Sincerely,

Karen Redman, Regional Chair



Your regional government

We've listened to where the community wants to go. We also know that the journey is just as important as the destination. The Region of Waterloo is working hard to provide the essential services residents need now, and also to build the best community for future generations.

Your Regional Council

Karen Redman - Regional Chair
Doug Craig - Cambridge
Rob Deutschmann - Kitchener
Jim Erb - Waterloo
Sue Foxton - North Dumfries
Michael Harris - Kitchener
Chantal Huinink - Waterloo
Colleen James - Kitchener

Jan Liggett - Cambridge
Dorothy McCabe - Waterloo
Joe Nowak - Wellesley
Natasha Salonen - Wilmot
Sandy Shantz - Woolwich
Berry Vrbancovic - Kitchener
Kari Williams - Kitchener
Pam Wolf - Cambridge

About the Regional Municipality of Waterloo



At the heart of the Region of Waterloo are people who care deeply about the community.



Together we collaborate with community to bring essential services to everyone living, working and visiting here, today and tomorrow.



You will find us providing health services, transit services, seniors' services, paramedic services, waste management services and much more.



Behind each service are passionate and compassionate employees working towards an inclusive, thriving and sustainable future for Waterloo Region.





Waterloo Region is part of the Dish with One Spoon Wampum. This treaty guides our work at the Region of Waterloo as we live out our core value.

- We recognize our shared humanity and land
- We only take what we need
- We leave some for others, and
- We keep the dish clean



Waterloo Region: a place of possibilities

Waterloo Region is one of the fastest growing areas in North America, with a blend of cities, countryside, technology and modern industries. We are thriving, vibrant and will soon be a community of over one million people.

This is a special place. It is a place of hope, for today's residents and for those traveling from all corners to seek a better life.

Our appreciation for land coupled with our welcoming nature helped create thriving cities and vibrant townships that together provide a unique way of life for those who call Waterloo Region their home.

Ours is a community of collaborators, where people love to listen and learn from one another. Here, we take bold action towards the things that matter most. Innovation and ambition is in our DNA. Together, collaborators and disrupters tackle local challenges and further global progress.

Most importantly of all, Waterloo Region is a caring community, a place of safety, where you are valued for who you are.

Growing with Care

The Region of Waterloo is on an exciting journey of growth. As we grow with care, we have a new vision, mission and core value to reflect who we are and how we will work alongside our community partners.

These statements describe the future that residents want for themselves, one grounded in compassion and equitable opportunity for all. They speak to the Region's vital role to serve a growing and diverse community across all corners of Waterloo Region. Our core value is at the heart of how we, as employees, will carry out this work. It also signals a deep commitment to continue our journey towards meaningful Reconciliation and equity.

Vision

Waterloo Region is a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

Mission

To provide essential services that support quality of life for each and every person in Waterloo Region.

Core Value

Care for people and the land we share.

Where we are,
where we're going



674,000

Waterloo Region's population in 2023

925,000

our expected population by 2051

14 years old and younger

make up **17%** of people in Waterloo Region
(Expected to **decrease** by 2041)

65 years old and older

make up **16%** of people in Waterloo Region
(Expected to **increase** by 2041)

27.5%

of our population was part of
a racialized group in 2021
(59% **increase** between 2016 and 2021)

Our 2023-2027 Strategic Plan

Our Strategic Plan 'Growing with Care,' gives the Region of Waterloo four key priority areas to guide our work together as our community grows over the next four years.

Vision

Waterloo Region is a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

Mission

To provide essential services that support quality of life for each and every person in Waterloo Region.

Core Value

Care for people and the land we share.



Homes for all

We will invest in affordable homes and economic opportunity for all that are part of inclusive and environmentally sustainable communities.

- Move quickly to create affordable, accessible, and equitable housing
- Eliminate chronic homelessness and reliance on traditional shelter models
- Invest in upstream solutions to reduce housing and economic precarity
- Unlock Region-owned land that supports community growth

Climate aligned growth



As we grow, we will support a healthy environment where communities can thrive. Through intentional collaboration and creativity, we will support sustainable community growth.

- Use a climate adaptation lens to re-imagine infrastructure, land and services for growth
- Foster car alternative options through complete streets and extended alternative transportation networks
- Steward our natural environment and shared resources as we grow



Equitable services and opportunities

Through collaboration and innovative design, we will provide equitable, accessible services across Waterloo Region that support the social determinants of health, safety and complete communities as we grow.

- Ensure services are inclusive, accessible, culturally safe and appropriate
- Design equitable Regional services that meet local community needs
- Explore new models of service through community collaboration and partnerships

growing
with care

Resilient and future ready organization



The Region of Waterloo is a great place to work, where everyone is valued, feels they belong and where they have the supports and tools they need to do a great job. We will be prepared for the future by providing a safe space for bold ideas and experimentation, based on data and other ways of knowing.

- Foster an empowered, people-centred culture
- Reconcile past injustices to advance our future together
- Explore new service models and partnerships to achieve fiscal resilience and better service

Strategic priority



Homes for all



We will invest in affordable homes and economic opportunity for all that are part of inclusive and environmentally sustainable communities.

A home is more than rooms, bricks and mortar. It is a place where people feel secure and welcome. We feel at home in a community that is connected and safe, when equity and inclusion matter, when the land, air and water are clean, and when everyone has what they need to live.

Growing with Care is our path towards creating homes for all. Together we will advance this priority over the next four years by:

1. Moving quickly to create affordable, accessible, and equitable housing

We will increase equitable access to affordable homes that cost less than 30% of household income across the region. We will also work to ensure these homes reflect the present and future needs of residents, with a variety of options across the region.

2. Eliminating chronic homelessness and reliance on traditional emergency shelter models

We will work in collaboration with area municipalities, community partners, and other levels of government to reduce, then eliminate, chronic homelessness by advancing new long-term housing solutions that enable people to have safe, permanent homes.

3. Investing in upstream solutions to reduce housing and economic precarity

To properly address the complexity of the housing crisis for current and future generations, we will extend our focus beyond the traditional domain of housing solutions and focus on preventative interventions and continue to deliver wrap-around supports.

4. Unlocking Region-owned land that supports community growth

We will make land available across the region appropriate for affordable housing, shovel-ready employment lands and other supportive infrastructure designed for families and future needs.



We will monitor progress on our **Homes for All** priority through:

- Equitable housing
- Affordability
- Social and economic supports and opportunities
- Homelessness
- Using land effectively



Strategic priority



Equitable services and opportunities



12

Through collaboration and innovative design, we will provide equitable, accessible services across Waterloo Region that support the social determinants of health, safety and complete communities as we grow.

Our community is only complete when everyone is included, and can enjoy health, safety and equity.

Here in Waterloo Region, our mix of diverse communities and cultures makes us stronger. People thrive when they have the opportunities and supports they need. We know that many residents experience barriers due to their ethnicity, culture, race or skin colour, sexual orientation, gender identity, disability, geography, or income.

The Region will be vigilant that our services work for everyone. Over the next four years, we will advance this priority by:

1. Ensuring services are inclusive, accessible, culturally safe and appropriate

The Region will work to ensure the services it delivers are safe, culturally appropriate, inclusive and empowering to communities.

2. Designing equitable services that meet local community needs

We will work to ensure people have access to the services they need when, where, and how they need them most.

3. Exploring new models of service through community collaboration and partnerships

To best meet people's needs, we will work with community partners, community members, and across Regional departments to co-design safe, fiscally responsible and culturally appropriate service improvements and policies.



We'll monitor progress on our **Equitable Services and Opportunities** priority through:

- Social and economic wellbeing
- Service experience and equity
- Diverse programming
- Community partnerships



13

Strategic priority



Climate aligned growth

As we grow, we will support a healthy environment where communities can thrive. Through intentional collaboration and creativity, we will support sustainable community growth.

We must prioritize a healthy environment for all residents to thrive. This means working together to protect clear air, water, biodiversity and land, and expanding climate-friendly ways to get around the community.

The natural world is under pressure as our region grows and the climate crisis worsens. For the people of Waterloo Region, climate change means adapting to more frequent storms and flash flooding, heat waves, air quality alerts, and different agricultural production.

Over the next four years, we will advance this priority alongside community partners by:

1. Using a climate adaptation lens to re-imagine infrastructure, land and services for growth

We will work collaboratively with TransformWR, area municipalities, businesses and community partners to integrate infrastructure planning and adaptation — improving how services, assets, and infrastructure mitigate and adapt to climate change.

2. Fostering car alternative options through complete streets and extended alternative transportation networks

By expanding equitable public and active transportation networks across the region, we will make it easier for people to get around and make climate-friendly choices.

3. Stewarding our natural environment and shared resources as we grow

We will work alongside Indigenous communities and community partners to protect the region's natural environment, biodiversity, trees, and water.



We'll monitor progress on our **Climate Aligned Growth** priority through:

- Greenhouse gas emissions
- Energy utilization
- Car alternative options
- Active transportation
- Health and sustainability of natural resources



Strategic priority



Resilient and future ready organization



The Region of Waterloo is a great place to work, where everyone is valued, feels they belong and where they have the supports and tools they need to do a great job. We will be prepared for the future by providing a safe space for bold ideas and experimentation that transform services based on data and other ways of knowing.

Our people are critical to delivering excellent services. Prioritizing diversity, equity, inclusion, and employee wellbeing will ensure we attract and retain talented, experienced staff. Improving how we use data and technology (like AI and automation) will help us work efficiently and make better evidence-based decisions. We can't do this alone. Working with community partners will help us innovate and improve our services in a more fiscally sustainable way.

We will advance this priority over the next four years by:

1. Fostering an empowered, people-centred culture

Our people are critical to delivering services for the community. We will work to ensure present and future staff feel valued, respected and have the tools, support, processes and agency they need to make a positive impact.



2. Reconciling past injustices to advance our future together

To meaningfully advance our future, we must acknowledge and learn from our past injustices, and act. This includes centering the voices of those traditionally discriminated against in policy decisions, staffing decisions and service delivery. It also means exploring new approaches to community-centred decision-making, and how we attract, value, and support Indigenous, Black and racialized communities.

3. Exploring new service models and partnerships to achieve fiscal resilience and better service

Working together, we will identify and invest in new approaches that support our future fiscal resilience. We will support staff and the community to drive service transformation that is culturally appropriate, safe and inclusive through co-design, data-driven decision-making, innovative digital tools, and other ways of knowing.



We'll monitor progress on **Resilient and Future Ready Organization** through:

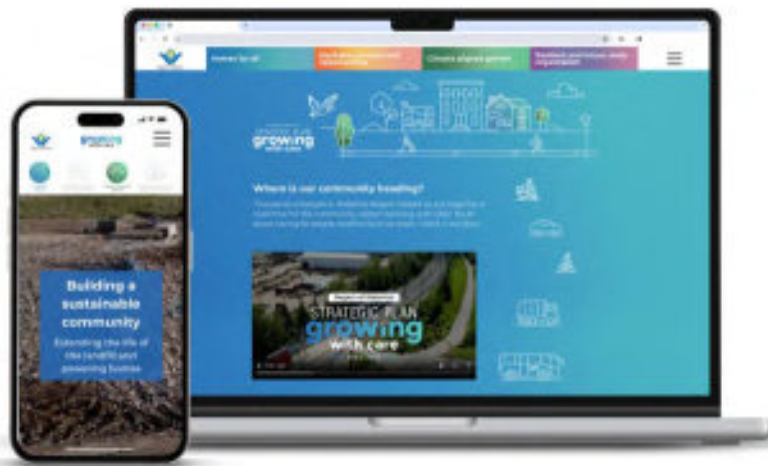
- Employee retention and wellbeing
- Leadership and staff diversity
- Anti-oppressive policies and services
- Healthy workplaces
- Truth and Reconciliation Calls to Action
- Digital and data-informed services
- Compassionate and human-centred services

Accountability: showing you results



Growing with Care is our commitment to community, and we want community to see the results. When we report back, we will be open about our progress as we work to make a difference in the lives of all residents.

This commitment means allocating resources through our annual Plan and Budget process to the things that matter most to you. It means being fiscally responsible, working with partners and being accountable to you.



We will share our progress with you through stories, reports, online data and other various formats. Learn more at regionofwaterloo.ca/strategicplan.

Acknowledgments

Deep thanks and gratitude to the people of Waterloo Region who offered their time and wisdom to help shape this Strategic Plan.



Community Connectors who had on-the-ground conversations with people across the community.

Youth who participated in workshops to help imagine the future they'll inherit and lead.

Community Partners who lent their wisdom and experience through workshops and surveys.



The many diverse residents who told us about the future they see for the community they call home.

Region of Waterloo staff who worked hard to shape this Strategic Plan, and to the colleagues who offered their ideas to innovate our services.



Learn more about the Region of Waterloo's Strategic Plan at:
regionofwaterloo.ca/strategicplan

Region of Waterloo

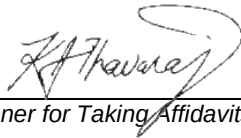
150 Frederick Street, Kitchener, Ontario N2G 4J3

Phone: 519-575-4400 | (TTY): 519-575-4608

Contact us to request this information in an alternate format.



This is Exhibit "G" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

**TRANSFER PAYMENT AGREEMENT
FOR THE REGIONAL MUNICIPALITY OF WATERLOO
KING VICTORIA TRANSIT HUB PROJECT**

This Transfer Payment Agreement for The Regional Municipality of Waterloo King Victoria Transit Hub Project (the "Agreement") made in quadruplicate and effective as of the 7th day of May, 2018.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the
Minister of Transporta the Province of Ontario**

(the "Province")

- AND -

THE REGIONAL MUNICIPALITY OF WATERLOO

(the "Recipient")

BACKGROUND

The Parties recognize that investments in public transit infrastructure are fundamental to the quality of life of Ontarians and necessary to ensure continued economic growth.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the King Victoria Transit Hub Project (the "Project", as defined in section 1.1 (Definitions)).

The Project includes a centralized, multimodal transportation facility to be located on the northeast corner of King and Victoria streets in downtown Kitchener that will connect GO rail and bus services, the ION LRT line in Waterloo Region, VIA Rail services, local and intercommunity bus service, and potential high speed rail.

The Project supports the Recipient's and the Province's joint objectives of managing congestion, encouraging transit ridership, supporting growth and economic development, and supporting more compact urban form through improved transit connections.

The key economic, social and environmental benefits of the Project include: enabling the Recipient to promote urban revitalization and intensified land use along the central urban corridor; increasing transit ridership and reducing congestion; reducing the emissions of greenhouse gases and other pollutants; reducing the amount of roads required to accommodate future travel demand; and supporting jobs by creating direct and indirect employment during and after construction.

On June 14, 2016, the Province of Ontario announced up to \$43,000,000.00 in provincial funding for the Project. This was reiterated in the 2017 Ontario Budget.

The Province of Ontario issued an Approval in Principle Letter, dated October 19, 2017, confirming its intent to financially contribute to Eligible Costs (as defined in section 1.1 (Definitions)) of the Project, up to a maximum of \$43,000,000.00.

The Agreement, consistent with the Approval in Principle Letter, sets out the terms and conditions upon which the Province agrees to provide the Recipient with funding for Eligible Costs and upon which the Recipient agrees to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In the Agreement, the following terms will have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section E.1.1 (Definitions).

"Agreement" means this Agreement entered into between the Province and the Recipient, including all of the schedules listed in section 1.5 (Schedules), and any amending agreement entered into pursuant to section 13.14 (Amendments).

"Authorities" means any government authority, agency, body or department, whether federal, provincial, or municipal, having jurisdiction over the Agreement or the Project, or both.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Claim Statement" means a claim statement, in a form provided by the Province, which describes the Eligible Costs for which the Recipient is requesting approval from and payment by the Province, and any supporting documentation and information.

"Committee" has the meaning given to it in section 5.1 (Establishment of Committee).

"Co-chair" means the Province Co-chair or the Recipient Co-chair.

"Co-chairs" means the Province Co-chair and the Recipient Co-chair.

"Contract" means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

"Effective Date" means the date the Agreement is signed by the last Party.

"Eligible Costs" means the costs of the Project incurred and paid by the Recipient and eligible for contribution by the Province under the terms and conditions of the Agreement, and that are further described in Schedule "A" (Eligible Costs and Ineligible Costs).

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigable Waters Protection Act* (Canada).

"Event of Default" has the meaning ascribed to it section 8.2 (Events of Default).

"Final Payment" means the final payment by the Province to the Recipient under the Agreement described in and to be paid in accordance with Schedule "G" (Claim and Payment Procedures), Article G.7 (Final Payment).

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

"Funding Year" means, in the case of the first Funding Year,

- a) the period commencing on the Effective Date and ending on the following March 31; and

- b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Gas Tax Funds" means funds received from the Province pursuant to the Province's Dedicated Gas Tax Funds for Public Transportation Program.

"Holdback" means the Holdback as described in and to be paid in accordance with Schedule "G" (Claim and Payment Procedures), Article G.6 (Holdback).

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Ineligible Costs" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule "A" (Eligible Costs and Ineligible Costs).

"KVTH" means the King Victoria Transit Hub.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

"Maximum Funds" means the maximum Funds set out in paragraph 3.1 a).

"Minister" means the Minister of Transportation for the Province of Ontario.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph 8.4 b), and includes any such period or periods of time by which the Province extends that time in accordance with section 8.6 (Recipient Not Remediating).

"Parties" means the Province and the Recipient.

"Party" means the Province or the Recipient.

"Project" means the Regional Municipality of Waterloo King Victoria Transit Hub project described in Schedule "B" (Project Description).

"Project Completion Date" means December 31, 2024.

"Project Component" means each component of the Project as described in Schedule "B" (Project Description), Table B.1 (Project Description/Scope).

"Project Implementation" means the stages of the Project directly related to the completion of the Project and includes, but is not limited to, consultation, environmental assessment and monitoring, design, engineering, procurement, construction, testing and evaluation. For greater certainty and without limitation, the Project Implementation does not include the work carried out for the Recipient's Official Plan and Transportation Master Plan and subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction of the Project.

"Province Co-chair" means the Province Co-chair appointed pursuant to paragraph 5.2 c).

"Recipient Co-chair" means the Recipient Co-chair appointed pursuant to paragraph 5.2 c).

"Reports" means the reports described in Schedule "C" (Reporting, Audit and Evaluation).

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

"Significant Change" means a Significant Change as described in paragraph 5.6 a).

"Solemn Declaration of Substantial Completion" means a Solemn Declaration of Substantial Completion substantially in the form attached as Sub-schedule "G.2" (Form of Solemn Declaration of Substantial Completion).

"Substantial Completion" means substantially performed as described in and will be determined in accordance with subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30 and for the purposes of the Project, means the substantial completion of the last Project Component.

"Substantial Completion Date" means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

"Third Party" means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for Project Implementation.

"Third-party Certifier" means an architect, duly licensed in the Province of Ontario, with expertise in cost estimating and inspecting transportation projects of similar size and scope, retained and paid by the Recipient in accordance with the terms and conditions of a Third-party Certifier Agreement.

"Third-party Certifier Agreement" means an agreement between the Recipient and a Third-party Certifier for the purpose of, as outlined in the Agreement, providing an independent professional certification of the Project.

1.2 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

1.3 DURATION OF AGREEMENT

The Agreement will commence on the Effective Date and will expire on the Project Completion Date unless terminated earlier pursuant to Article 3.5 (Termination Where No Appropriation), Article 3.8 (Termination on Notice), or Article 8 (Events of Default, Corrective Action, and Termination for Default).

1.4 SURVIVAL

The following Articles, sections and paragraphs, and all applicable cross-referenced sections, paragraphs and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1 (Interpretation) and any other applicable definitions and 2 (Purpose), paragraphs 3.2 d) and 3.5 b), c) and d), section 3.4 (Disclosure of Other Funding and Adjustments), paragraph 3.8 b), section 3.10 (Interest), Articles 4 (Aboriginal Consultation) and 6 (Contract and Third-Party Certifier Procedures), sections 8.1 (Exchange of Information and Potential Disputes), 8.2 (Events of Default), and 8.3 (Notice of Breach), paragraphs 8.4 d), e), f), g) and h), sections 8.9 (Funds Upon Expiry), 9.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), 9.2 (Record Maintenance), 9.3 (Inspection), 9.4 (Disclosure), 9.5 (No Control of Records), 9.6 (Auditor General), 9.7 (Recipient's Audit of Expenditures), 9.8 (Disclosure of the Province's Contribution), 9.9 (Evaluation) and 10 (Communications Protocol), paragraph 11.1 a), and Articles 12 (Indemnification) and 13 (General).

1.5 SCHEDULES

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

- a) Schedule "A" - Eligible Costs and Ineligible Costs
- b) Schedule "B" - Project Description
- c) Schedule "C" - Reporting, Audit and Evaluation
- d) Schedule "D" - Communications Protocol
- e) Schedule "E" - Aboriginal Consultation Protocol
- f) Schedule "F" - Form of Certificate of Completion, and
- g) Schedule "G" - Claim and Payment Procedures
 - i) Sub-schedule "G.1" - Form of Certificate/Payment Request from Recipient Co-chair or Senior Official, and
 - ii) Sub-schedule "G.2" - Form of Solemn Declaration of Substantial Completion.

1.6 PRECEDENCE

In the event of a conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties (the "**Body of the Agreement**") and a schedule or a sub-schedule, the following rules will apply:

- a) the Parties will interpret the Body of the Agreement in so far as possible, in a way that preserves the intention of the Parties as expressed in the Body of the Agreement; and
- b) where it is not possible to interpret the Body of the Agreement in a way that is consistent with the provisions of the schedule or the sub-schedule, the Body of the Agreement will prevail over the provisions of the schedule or the sub-schedule to the extent of the inconsistency.

1.7 ACCOUNTING PRINCIPLES

All accounting terms not otherwise defined in the Agreement have their ordinary meanings. All calculations will be made and all financial data to be submitted will be prepared in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

1.8 INTERPRETATION

For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- c) any reference to dollars or currency will be in Canadian dollars and currency; and
- d) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

2. PURPOSE

2.1 DESCRIPTION OF THE PROJECT

The Project is described in Schedule "B" (Project Description).

2.2 PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to establish the terms and conditions whereby the Province will reimburse the Recipient a part of the Eligible Costs towards the Project Implementation.

3. OBLIGATIONS OF THE PARTIES

3.1 FUNDS PROVIDED

The Province will:

- a) provide the Recipient up to a maximum of \$43,000,000.00 towards the Eligible Costs of the Project Implementation and for the purpose of carrying out the Project;
- b) provide the Funds to the Recipient in accordance with the claim and payment procedures in Schedule "G" (Claim and Payment Procedures); and
- c) deposit the Funds into an account designated by the Recipient provided that the account:
 - i) resides at a Canadian financial institution; and
 - ii) is in the name of the Recipient.

3.2 LIMITATION ON PAYMENT OF FUNDS

Despite section 3.1 (Funds Provided):

- a) the Province is not obligated to provide any Funds to the Recipient until the Recipient:
 - i) provides the certificates of insurance or other proof as the Province may request pursuant to section 15.2 (Proof of Insurance); and
 - ii) fulfils the requirements of Article 14 (Special Conditions).
- b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to paragraph 9.1 a) or b), or both; or
- d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - ii) terminate the Agreement pursuant to paragraph 3.5 a).

3.3 USE THE FUNDS AND CARRY OUT THE PROJECT

The Recipient will assume full responsibility for the Project and do all of the following, including:

- a) carry out the Project in accordance with the Agreement;
- b) use the Funds only for the purpose of carrying out the Project;
- c) spend the Funds only in accordance with Schedule "B" (Project Description);
- d) assume full responsibility for the Project;
- e) complete, diligent and timely Project Implementation within the costs and deadlines specified in the Agreement and in accordance with all other terms and conditions of the Agreement, and for all the costs of the Project including overruns, if any; and
- f) upon the Project's completion, pay for and carry out, as per applicable standards and for the full lifecycle of the KVTH, the operation, maintenance, repair, rehabilitation, demolition or reconstruction of the KVTH.

3.4 DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS

- a) The Recipient agrees to inform the Province promptly of all financial assistance, except for any Gas Tax Funds, received for the Project.
- b) If the Recipient:
 - i) receives Funds in excess of the Province's maximum financial contribution pursuant to paragraph 3.1 a);
 - ii) receives or is owed financial assistance from any source in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs; or
 - iii) uses Funds towards Ineligible Costs,

the Province may recover from the Recipient or reduce its financial contribution to the Recipient in an amount, including any related interests, equal to the Funds and financial assistance received or owed in excess or Funds used towards Ineligible Costs.

3.5 TERMINATION WHERE NO APPROPRIATION

- a) If, as provided for in paragraph 3.2 d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- b) If the Province terminates the Agreement pursuant to paragraph 3.5 a), the Province may take one or more of the following actions:
 - i) cancel further instalments of Funds;
 - ii) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - iii) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph 3.5 b) ii).
- c) If, pursuant to paragraph 3.5 b) iii), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.
- d) For greater certainty, the Province 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 reduction of funding or termination of the Agreement if the Province does not receive the necessary appropriation from the Ontario Legislature.

3.6 FISCAL YEAR BUDGETING

Subject to the terms and conditions of the Agreement, the Province will commit funds for the Project for a Fiscal Year in accordance with the tables of estimated Eligible Costs in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates), and the resulting estimated contribution by the Province. If, in a Fiscal Year, an amount lesser than the estimated contribution is paid or payable by the Province, the Province will, subject to paragraph 3.2 (d), make reasonable efforts to re-allocate the difference to a subsequent Fiscal Year.

3.7 INCREASE IN PROJECT COSTS

If, at any time during the life of the Agreement, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to

remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section 8.4 (Consequences of Events of Default and Corrective Action).

3.8 TERMINATION ON NOTICE

- a) The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- b) If the Province terminates the Agreement pursuant to paragraph 3.8 a), the Province may take one or more of the following actions:
 - i) cancel all further installments of
 - ii) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - iii) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - a. permit the Recipient to offset the costs against the amount the Recipient owes pursuant to paragraph 3.8 b) ii); and
 - b. subject to paragraph 3.1 a), provide Funds to the Recipient to cover such costs.

3.9 INTEREST BEARING ACCOUNT

If the Province provides Funds before the Recipient's immediate need for Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

3.10 INTEREST

If the Recipient earns any interest on the Funds, the Province may:

- a) deduct an amount equal to the interest from any further instalments of Funds; or
- b) demand from the Recipient the payment of an amount equal to the interest.

3.11 REBATES, CREDITS AND REFUNDS

The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

4. ABORIGINAL CONSULTATION

4.1 ABORIGINAL CONSULTATION PROTOCOL

The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "E" (Aboriginal Consultation Protocol).

4.2 FUNDING CONDITIONAL UPON MEETING ABORIGINAL CONSULTATION OBLIGATIONS

The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

5. AGREEMENT OVERSIGHT

5.1 ESTABLISHMENT OF COMMITTEE

Within 30 days of the Effective Date, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the "**Committee**"). The Committee will exist for the duration of the Agreement, as set out in section 1.3 (Duration of Agreement).

5.2 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

- a) The Province will appoint 2 persons as members of the Committee.

- b) The Recipient will appoint 2 persons as members of the Committee.
- c) The Committee will be headed by co-chairs chosen from its members, 1 appointed by the Province ("**Province Co-chair**") and 1 appointed by the Recipient ("**Recipient Co-chair**"). If a Co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing to replace him or her will act as Co-chair in his or her place.
- d) The Province or the Recipient, or both, may invite any of their staff to participate in Committee meetings. For greater certainty, the staff will not be considered members and will not be allowed to vote.

5.3 **MEETINGS AND ADMINISTRATIVE MATTERS**

The Committee will:

- a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its subcommittees, including and consistent with this Article 5 (Agreement Oversight);
- b) meet at least 4 times a year, and at other times at the request of a Co-chair;
- c) keep minutes of meetings that will be approved and signed by the Co-chairs as a true record of the Committee meetings; and
- d) ensure that all documents needed for the proper oversight of the Agreement are prepared and retained at the location established by the Recipient pursuant to paragraph 5.9 a).

5.4 **QUORUM**

A quorum for a meeting of the Committee will exist only when both Co-chairs are present.

5.5 **COMMITTEE ROLE AND MANDATE**

Provided that no action taken by the Committee will conflict with the rights of the Province and the Recipient under the Agreement, including section 5.6 (Changes during the Life of the Project), the mandate of the Committee will include, but not be limited to:

- a) monitoring the progress of the Project, including whether any risk to the completion of the Project the Recipient has identified are being addressed, primarily through the review of the reports described in section 9.1 (Preparation and Submission) and annual site tours;
- b) reviewing, at the Province's request any additional reports, other than those under paragraph 5.5 a), and cash flows;
- c) reviewing requested changes from the Recipient pursuant to paragraph 5.6 b) and, as required, making related decisions or providing recommendations to the Province on such changes;
- d) reviewing and making recommendations on the preparation and presentation to the Province of the reports required under the Agreement and any other reports that the Province may deem necessary for reporting progress on the Project;
- e) establishing sub-committees, as needed, to assist the Committee in fulfilling its mandate;
- f) attempting resolution of disputes between the Parties and, if the dispute cannot be resolved, refer it to the Minister for resolution; and
- g) attending to any other function specified in the Agreement or that the Province may assign.

5.6 **CHANGES DURING THE LIFE OF THE PROJECT**

- a) In this section 5.6 (Changes during the Life of the Project), "**Significant Change**" includes any of the following change that, as determined by the Province in its sole

* discretion and as communicated to the Committee through the Province Co-chair:

- i) increases the Maximum Funds;
 - ii) significantly, in the Province's opinion, alter the Project scope including, without limitation, alter a Project Component or add or delete a Project Component or a Project sub-component, or both; or
 - iii) is not listed in paragraphs 5.6 a) i) or ii) and is a significant change, in the Province's opinion.
- b) The Recipient will carry out the Project in accordance with the Agreement including, without limitation, Schedule "B" (Project Description). If the Recipient wishes to request a change to the Schedule "B" (Project Description), the Recipient will provide a written description of the proposed change to the Committee for review and,
- i) if the requested change is a Significant Change, the Committee will recommend to the Province whether to approve it or not and, subject to any necessary approvals the Province may require, the Province will approve or reject it; and
 - ii) if the change is not a Significant Change, the Committee will approve or reject it.
- c) The Recipient and the Province agree that changes to the Agreement pursuant to paragraph 5.6 b) will be made as set out in section 13.14 (Amendments).

5.7 DISPUTE AND POTENTIAL DISPUTE RESOLUTION BY COMMITTEE

- a) The Recipient or the Province, or both, may refer a disagreement or contentious issue to the Committee for resolution.
- b) The Co-chairs will, as soon as possible and in any event within 30 days within receipt of a Notice by the Province or the Recipient of a disagreement or contentious issue, pursuant to paragraph 5.7 a), attempt to resolve it.
- c) If the Co-chairs cannot agree on a resolution consistent with the terms and conditions of the Agreement, the issue will be referred to the Minister for resolution.
- d) Any financial contribution from the Province related to an issue referred to either the Committee, pursuant to paragraph 5.7 a), or the Minister, pursuant to paragraph 5.7 c), will be suspended pending resolution.

5.8 DECISIONS

- a) The Co-chairs will be the only voting members on the Committee.
- b) Decisions of the Committee must be unanimous and recorded in writing.

5.9 ROLE OF THE RECIPIENT

The Recipient will, in addition to any other requirements set out in this Article 5 (Agreement Oversight):

- a) establish a fixed location where the Agreement will be managed, and maintain this location until the Committee's activities have concluded and, if relocation is required, establish a new location;
- b) prepare and retain, at the above location, and make available to the Committee, all documents needed for the work of the Committee, including payment claim forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

- e) promptly inform the Committee of all proposed changes to the Project;
- f) provide to the Committee, as and within the timelines requested, accurate financial forecasts/estimates for the Project Components listed in Schedule "B" (Project Description), including accrual-based forecasts;
- g) inform the Committee promptly of any interest earned on the Funds;
- h) provide to the Committee, as requested, status reports for the Project and Project Components to the Committee's satisfaction; and
- i) promptly inform the Committee of any risk to the completion of the Project the Recipient has identified, and strategies the Recipient has implemented to address those risks.

6. CONTRACT AND THIRD-PARTY CERTIFIER PROCEDURES

6.1 AWARDING OF CONTRACTS

The Recipient will ensure that any Contract is entered into and managed in accordance with all of the Recipient's policies and procedures. Notwithstanding the foregoing, the Recipient will for each Contract:

- a) ensure the Contract is awarded through a process that:
 - i) promotes the best value for money; and
 - ii) if applicable, is in accordance with the Canadian Free Trade Agreement and internal trade agreements; and
- b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that each Contract is consistent with, and incorporate, the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include in each Contract provisions to ensure that:

- a) proper and accurate accounts and records are maintained for at least 7 years after the termination or expiry of the Agreement and that the Recipient has the contractual right to audit them;
- b) all applicable law, including labour, Environmental Laws and human rights legislation is respected; and
- c) the Province and its authorized representatives and an independent auditor and the Auditor General of Ontario will, to the extent permitted by law, at all times:
 - i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and
 - ii) have free access to the Project sites, facilities and any documentation as contemplated pursuant to section 9.3 (Inspection).

6.3 THIRD-PARTY CERTIFIER AGREEMENT PROVISIONS

- a) Notwithstanding that the Province will not be a party to a Third-party Certifier Agreement, such agreement will include provisions that ensure the following conditions are met:
 - i) the Third-party Certifier Agreement may not be amended or assigned without the express written consent of the Province;
 - ii) the Third-party Certifier will have an equal duty of care to the Province and the Recipient and will be independent of any Third Party and any Third Party

- * subcontractor;
 - iii) the Third-party Certifier will represent and warrant that all information provided or submitted, or both, to the Recipient is true and accurate, and prepared in good faith to the best of his or her skill, judgment and knowledge;
 - iv) the Third-party Certifier will provide the Province with copies of all reports and certificates delivered to the Recipient;
 - v) the Province will have the right to make inquiries, request that certain matters be investigated and otherwise communicated with the Third-party Certifier from time to time, to clarify information as it relates to the Third-party Certifier requirements as specified in Schedule "G" (C Payment Procedures), and will be entitled to receive any material prepared by the Third-party Certifier resulting from such inquiries, requests and communications. The Province will provide copies of all such requests to the Recipient; and
 - vi) the Third-party Certifier will maintain accurate and complete records related to all work performed under the Third-party Certifier Agreement for at least 7 years after the end of the Agreement and such records will be made available to the Province upon request and reasonable notice.
- b) The Recipient will provide the Province with a copy of the Third-party Certifier Agreement within 30 days of the effective date of the Third-party Certifier Agreement.

7. CLAIMS AND PAYMENTS

7.1 CONTRIBUTION CONDITIONS

The Province will not be required to make any contribution unless the Recipient is in compliance with the terms and conditions of the Agreement.

7.2 CLAIM PROCEDURES

The Recipient agrees that the procedures set out in Schedule "G" (Claim and Payment Procedures) will apply.

8. EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

8.1 EXCHANGE OF INFORMATION AND POTENTIAL DISPUTES

The Parties agree to keep each other informed of any disagreement or contentious issue relevant to the Agreement and agree to use reasonable efforts to resolve it.

8.2 EVENTS OF DEFAULT

Subject to section 8.3 (Notice of Breach), if in the Province's opinion, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- a) carry out the Project;
- b) use or spend Funds; or
- c) provide, in accordance with section 9.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph 9.1 b)

that event will constitute an Event of Default.

8.3 NOTICE OF BREACH

The Province will not consider an event described in section 8.2 (Events of Default) an Event of Default unless the Province has given Notice to the Recipient of that event and the Recipient has failed, within 30 days of receipt of the Notice or any other timelines agreed upon in writing by and at the sole discretion of the Province, either to correct it or to demonstrate, to the satisfaction of the Province, that it has taken such steps as are necessary to correct it and has notified the Province of the rectification.

8.4 CONSEQUENCES OF EVENTS OF DEFAULT AND CORRECTIVE ACTION

If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b) provide the Recipient with an opportunity to remedy the Event of Default;
- c) suspend the payment of Funds for such period as the Province determines appropriate;
- d) reduce the amount of the Funds;
- e) cancel further instalments of Funds;
- f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- g) demand from the Recipient the payment of any amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

8.5 OPPORTUNITY TO REMEDY

If, in accordance with paragraph 8.4 b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- a) the particulars of the Event of Default; and
- b) the Notice Period.

8.6 RECIPIENT NOT REMEDYING

If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph 8.4 b), and:

- a) the Recipient does not remedy the Event of Default within the Notice Period;
- b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraph 8.4 a), c), d), e), f), g), h), and i).

8.7 WHEN TERMINATION EFFECTIVE

Termination under this Article will take effect as provided for in the Notice.

8.8 FUNDS AT THE END OF A FUNDING YEAR

Without limiting any rights of the Province under Article 8 (Events of Default, Corrective Action, and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the budget set out in Schedule "B" (Project Description), the Province may take one or both of the following actions:

- a) demand from the Recipient payment of the unspent Funds; and
- b) adjust the amount of any further instalments of Funds accordingly.

8.9 FUNDS UPON EXPIRY

The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

8.10 WAIVER

- a) Either Party may, in accordance with the Notice provision set out in Article 13.15 (Notice), ask the other Party to waive an obligation under the Agreement.
- b) Any waiver a Party grants in response to a request made pursuant to paragraph 8.10 a) will:
 - i) be valid only if the Party granting the waiver provides it in writing; and
 - ii) apply only to the specific obligation referred to in the waiver.

9. REPORTING, AUDIT AND EVALUATION**9.1 PREPARATION AND SUBMISSION**

The Recipient will:

- a) submit to the Province electronically at the email address the Province later provides to the Recipient pursuant to paragraph 13.15 a), all Reports in accordance with the timelines and content requirements as provided for in Schedule "C" (Reporting, Audit and Evaluation), or in a form as specified by the Province from time to time;
- b) submit to the Province any other reports as the Province may request in accordance with the timelines and content requirements, and at the address, specified by the Province;
- c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 RECORD MAINTENANCE

The Recipient will keep and maintain:

- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b) all non-financial documents and records relating to the Funds or otherwise to the Project.

9.3 INSPECTION

The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for the purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- a) inspect and copy the records and documents referred to in section 9.2 (Record Maintenance);
- b) remove any copies made pursuant to paragraph 9.3 a) from the Recipient's premises; and
- c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

9.4 DISCLOSURE

To assist in respect of the rights provided for in section 9.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 NO CONTROL OF RECORDS

No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 AUDITOR GENERAL

The Province's rights under Article 9 (Reporting, Audit and Evaluation) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

9.7 RECIPIENT'S AUDIT OF EXPENDITURES

The Recipient will ensure that expenditures under the Agreement are audited in accordance with Schedule "C" (Reporting, Audit and Evaluation).

9.8 DISCLOSURE OF THE PROVINCE'S CONTRIBUTION

The Recipient will, in its public accounts, reflect the Province's contribution, in accordance with the Recipient's established accounting practices.

9.9 EVALUATION

The Parties agree to conduct a joint post Project evaluation following the evaluation procedures set out in Schedule "C" (Reporting, Audit and Evaluation), Article C.4 (Evaluation).

10. COMMUNICATIONS PROTOCOL

The Recipient will follow the communications protocol set out in Schedule "D" (Communications Protocol).

11. RECIPIENT REPRESENTATIONS AND WARRANTIES**11.1 GENERAL.** The Recipient represents, warrants and covenants that:

- a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- c) it is in compliance with, and will continue to comply with, the Requirements of Law related to any aspect of the Project, the Funds, or both;
- d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- e) 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 its obligations or the activities contemplated by the Agreement, or both. The Recipient will inform the Province immediately if any such action or proceedings are threatened or brought during the term of the Agreement.

11.2 EXECUTION OF AGREEMENT

The Recipient represents and warrants that it has:

- a) the full power and authority to enter into the Agreement; and
- b) taken all necessary actions to authorize the execution of the Agreement.

11.3 GOVERNANCE

The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b) procedures to enable the Recipient's ongoing effective functioning;
- c) decision-making mechanisms for the Recipient;
- d) procedures to enable the Recipient to manage Funds prudently and effectively;
- e) procedures to enable the Recipient to complete the Project successfully;
- f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9 (Reporting, Audit and Evaluation); and
- h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

11.4 SUPPORTING PROOF

Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 11 (Recipient Representations and Warranties).

12. INDEMNIFICATION**12.1 INDEMNIFICATION**

The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

13. GENERAL**13.1 DISPOSAL OF ASSETS AND REVENUES FROM ASSETS****13.1.1 DISPOSAL OF ASSETS**

- a) The Recipient will notify the Province in writing, 180 days in advance, if at any time during a period of 25 years from the Substantial Completion Date, the Recipient proposes to sell, lease, encumber or use any asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any asset, constructed, repaired, rehabilitated or improved, in whole or in part, with contributions by the Province under the terms of the Agreement, other than to the Province, a Local Government or a Crown agent of the Province, and upon disposition, the Recipient will pay the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set forth herein below:

Where asset is sold, leased, encumbered or disposed of within:	Return of contribution (in current dollars)
All assets, excluding land	
Up to 2 years after Project Completion Date	100%
More than 2 and less than 5 years after Project Completion Date	90%
More than 5 and less than 10 years after Project Completion Date	75%
More than 10 and less than 15 years after Project Completion Date	45%
More than 15 and less than 20 years after Project Completion Date	15%
More than 20 and less than 25 years after Project Completion Date	5%
More than 25 years after the Project Completion Date	0%
Land	
At any time before or after the termination or expiry of the Agreement	100% or more (calculated on a pro rata basis and based on the acquisition cost (book value) or fair market value, whichever is greater, determined as of the date the land is sold, leased, encumbered or disposed of)

- b) Notwithstanding the foregoing, if any asset of the Project is disposed of, directly or indirectly and based on the technical or operational requirement of the Recipient, during the 25 year period noted in paragraph 13.1.1 a) and replaced with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in paragraph 13.1.1 a) and with the Province's prior written approval, reinvest the proceeds from the disposal into the replacement asset.
- c) The Contract pursuant to which the Recipient retains ownership of any non-movable asset purchased, constructed, rehabilitated or improved, in whole or in part, with the Funds will not be deemed to be a disposition for the purposes of this provision.

13.1.2 REVENUES FROM ASSETS

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing within 90 days of the end of a Fiscal Year, if any asset to which the Province has contributed under the Agreement is used in such a way that, in the Fiscal Year, revenues are generated from it which exceed its operating expenses and the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the asset. This obligation will apply only to the first 25 complete Fiscal Years following the Project Completion Date.

13.1.3 DEDUCTION FROM FINANCIAL ASSISTANCE

The Province may deduct the amount of funds to be paid by the Recipient under section 13.1 (Disposal of Assets and Revenues from Assets) from the financial assistance payable on any other project(s) of the Recipient under any other provincial program(s) (either current or future).

13.2 OVERPAYMENT AND DEBT DUE TO PROVINCE

- a) If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
 - i) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - ii) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- b) If, pursuant to the Agreement:
 - i) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
 - ii) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

13.3 INTEREST ON DEBTS DUE TO THE PROVINCE

The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

13.4 PAYMENT OF MONEY TO THE PROVINCE

The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in paragraph 13.15 a).

13.5 FAILS TO PAY

Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

13.6 SET-OFF AND FAILURE TO COMPLY WITH OTHER AGREEMENTS

- a) Any debt due to the Province by the Recipient may be set-off against any amounts payable by Her Majesty the Queen in right of Ontario or a Crown agency, under any other program or agreement (either current or future), to the Recipient.
- b) If the Recipient:
 - i) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
 - ii) has been provided with notice of such Failure in accordance with the requirements of such agreement;
 - iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - iv) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

13.7 NO BENEFIT

The Recipient will ensure that no member of the Legislative Assembly of Ontario, the House of Commons, the Senate or the municipal council of the Regional Municipality of Waterloo will be admitted to any share or part of any Contract, or to any benefit arising

from it.

13.8 INDEPENDENT PARTIES

The Recipient is not an agent, joint venture, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

13.9 NO AUTHORITY TO REPRESENT

Nothing in the Agreement is to be construed as authorizing a third party, including a Third Party, to contract for, or to incur any obligation on behalf of, a Party or to act as agent for a Party.

13.10 ASSIGNMENT

- a) The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- b) All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

13.11 COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by electronic means, including without limitation, by facsimile transmission or by electronic delivery in portable document format ("pdf"), will be equally effective as delivery of a manually executed counterpart of the Agreement.

13.12 SEVERABILITY

The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13.13 CONFLICT OF INTEREST

- a) The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- b) For the purposes of this section 13.13 (Conflict of Interest), a conflict of interest includes any circumstances where:
 - i) the Recipient; or
 - ii) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.
- c) The Recipient will:
 - i) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
 - ii) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

13.14 AMENDMENTS

- a) Except for changes to Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates) of Schedule "B" (Project Description) that are not considered Significant Changes, the Agreement may only be amended by a written agreement.

- b) An amending agreement under paragraph 13.14 a), including an amending agreement for a Significant Change, must be executed by the respective representatives of the Parties listed in the signature page below.
- c) Despite paragraph 13.14 b), an amending agreement under paragraph 13.14 a) for any amendment to Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates) of Schedule "B" (Project Description), unless the amending agreement is for a Significant Change, may be executed by the respective authorized representatives of the Parties listed below:
 - i) Province Co-chair; and
 - ii) Recipient Co-chair.

13.15 NOTICE

- a) Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for below, or as either Party later provides or designates to the other by Notice.
 - i) Any notice to the Province will be sent to:

Director, Strategic Investments and Program Branch
Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, Ontario M7A 2J8
 - ii) Any notice to the Recipient will be sent to:

Regional Clerk
Council and Administration Services
Region of Waterloo
150 Frederick Street, 2nd Floor
Kitchener, Ontario N2G 4J3
- b) Notice will be deemed to have been given:
 - i) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - ii) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- c) Despite paragraph 13.15 b) i), in the event of a postal disruption:
 - i) Notice by postage-prepaid mail will not be deemed to be given; and
 - ii) the Party giving Notice will give Notice by email, personal delivery, or fax.

13.16 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

13.17 COMPLIANCE WITH LAWS AND RELEVANT INDUSTRY STANDARDS

The Recipient agrees to:

- a) comply and ensure that, as applicable, any Third Party complies, in relation to the Project, in all material respects, the requirements of all applicable laws, regulations, orders and orders in council, including Environmental Laws, and will comply with the requirements of all regulatory bodies; and

- b) undertake, or cause to be undertaken, the engineering and construction work, in accordance with industry standards.

13.18 GOVERNING LAW

The Agreement and the right, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

13.19 SUCCESSOR

The Agreement is binding upon the Parties and their respective administrators and successors.

13.20 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

13.21 FURTHER ASSURANCES

The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

13.22 JOINT AND SEVERAL LIABILITY

Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

14. SPECIAL CONDITIONS

- a) The Province's contribution under the Agreement is conditional upon the Recipient:
- i) on or before the Effective Date, having provided the Province with a copy of its by-law(s) and, if applicable, resolution(s), authorizing the Recipient to enter into the Agreement and confirming the Recipient's financial contribution to the Project;
 - ii) prior to submitting a claim for Eligible Costs and to the extent that the items included in the claim require an environmental assessment to have been completed and approvals secured thereunder prior to the Recipient being entitled to undertake works and to incur costs and expenses related to such items, having completed such environmental assessment and obtained such approvals;
 - iii) on or before the Effective Date, providing the Province with the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution;
 - iv) on or before the Effective Date, having provided the Province with detailed design information, preliminary cost estimates and cash flows broken down by Fiscal Year in respect of all Project Components;
 - v) prior to submitting a claim for Eligible Costs for the acquisition of an interest in real property, having provided written notice to the Province and a certificate in the form attached as Schedule "F" (Form of Certificate of Title) that the Recipient has secured all necessary rights and interests in property for the items included in the claim; and
- b) for greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in paragraph 14 a) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section 8.4 (Consequences of Events of Default and Corrective Action).

15. INSURANCE AND PROOF OF INSURANCE

15.1 INSURANCE

The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- a) the Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b) a cross liability clause;
- c) contractual liability coverage; and
- d) a 30-day written notice of cancellation.

15.2 PROOF OF INSURANCE

The Recipient will:

- a) provide to the Province, either:
 - i) certificates of insurance or other proof as may be requested by the Province that confirm the insurance coverage as provided for in section 15.1 (Insurance); or
 - ii) other proof that confirms the insurance coverage as provided for in section 15.1 (Insurance); and
- b) upon the request of the Province, provide to the Province a copy of any insurance policy.

16. ACKNOWLEDGMENT

16.1 RECIPIENT'S ACKNOWLEDGMENT

The Recipient acknowledges that

- a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- c) the Funds are:
 - i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- d) the Province's role in the Project is limited to making a financial contribution to the Project Implementation, and that the Province is not otherwise involved in or responsible for carrying the Project, nor is it a decision-maker or an advisor to the Project; and
- e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in

- accordance with that Act.

16.2 PROVINCE'S ACKNOWLEDGEMENT

The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed and delivered the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister
of Transportation for the Province of Ontario

by:

May 7 / 2018
Date

Kathryn McGarry
Name: Kathryn McGarry
Title: Minister of Transportation

Authorized Signing Officer

THE REGIONAL MUNICIPALITY OF WATERLOO

by:

May 2, 2018
Date

Ken Seiling
Name: Ken Seiling
Title: Regional Chair

I have authority to bind the Recipient.

May 2, 2018
Date

Lee Ann Wetzel
Name: ~~Kris Fletcher~~ Lee Ann Wetzel
Title: ~~Deputy~~ Regional Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
ELIGIBLE COSTS AND INELIGIBLE COSTS

A.1 DEFINITION

For the purposes of this Schedule "A" (Eligible Costs and Ineligible Costs):

"Revenue Service" means the point in time when the Project is ready to accept paying customers.

A.2 ELIGIBLE COSTS**A.2.1 DATE OF EFFECT**

Eligible Costs can begin to accrue effect on the date of June 1, 2016.

A.2.2 SCOPE OF ELIGIBLE COSTS

Eligible Costs are the direct capital costs which are, in the Province's opinion, properly and reasonably incurred and paid by the Recipient for the construction of the Project or that must be incurred and paid by the Recipient in order to bring the Project into Revenue Service. Eligible Costs include only the following:

- a) subject to section A.2.3 (Conditions on Land and Interest in Land Acquisition), acquisition of land and any interest in land required for Project infrastructure that are listed in this section A.2.2 (Scope of Eligible Costs);
- b) transit stops, stations and terminals;
- c) fare collection equipment, IT systems and upgrading of any IT equipment or infrastructure needed for the implementation of the Project;
- d) work related to structure demolition or construction;
- e) safety and security equipment;
- f) computer, electronic and communication devices directly related to, or required for, the Project;
- g) major refurbishment of Recipient's existing assets required to bring the Project into Revenue Service;
- h) standard grass landscaping at construction sites;
- i) hoarding and signage at Project construction sites;
- j) urban design enhancements, including bike lanes, up to 1.5% of the total costs of the Project as set out in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown);
- k) utility relocations generated primarily as a result of the Project and not associated with any of the Recipient's other repair or utility replacement or expansion programs, or both;
- l) the following soft costs, in a cumulative amount no greater than 15% of the Province's maximum financial contribution to the Project as set out in paragraph 3.1 a) of the Agreement:
 - i) studies that are undertaken to meet Ontario's provincial regulatory requirements or prepared for the implementation of the Project, including but not limited to:
 - a. environmental assessment (EA) studies to satisfy the requirements of the Ontario *Environmental Assessment Act* (Ontario) and the *Canadian Environmental Assessment Act, 2012* (Canada);
 - b. technical studies (e.g., environmental, geotechnical and soils investigations, noise studies and architectural and heritage studies);

- c. planning, design and engineering; and
 - d. any study deemed required by the Province for the Project;
- ii) Project planning and management;
- iii) professional fees of consultants (including, but not limited to design engineering and financial) in the Province's sole discretion;
- iv) salaries and benefits of municipal staff, including contract positions, assigned or seconded to the Project on a full time basis;
- v) commercial and other necessary expenses;
- vi) Project operating expenses needed to bring the Project into Revenue Service including only the following:
 - a. testing;
 - b. safety inspection; and
 - c. specialized training costs (e.g., training on new equipment);
- vii) remedial or mitigation measures identified by an environmental assessment or other study approved by the Province;
- viii) cost of renting or leasing special purpose equipment;
- ix) other costs deemed by the Province as capital expenditures necessary to bring the Project into Revenue Service;
- x) communication costs related to the Project; and
- xi) legal costs that are, in the Province's sole discretion, directly related to procurement initiatives and property acquisition for the Project; and
- m) other costs that, in the Province's opinion, are considered to be necessary for the successful Project Implementation and have been approved in writing prior to being incurred.

A.2.3 CONDITIONS ON LAND AND INTEREST IN LAND ACQUISITION

Land or interest in land acquired by the Recipient for the Project infrastructures listed below must meet the following conditions:

- a) **Parking**
Acquisition of land and an interest in land for the provision of park-and-ride spaces at transit stations will be eligible for funding from the Province, subject to the following conditions:
 - i) the Recipient undertaking all necessary assessments to minimize the need for park-and-ride spaces at stations; and
 - ii) the Recipient assessing alternatives to park-and-ride, such as local feeder bus service.
- b) **Road Widening Required for Fixed Guideway Infrastructure**
Acquisition of land and an interest in land for road widenings will be eligible for provincial funding if road widenings on the side of the street are less than or equal in scale and size to the general purpose lanes.
- c) **Additional Conditions**
The Province, in its sole discretion, may impose additional conditions related to the acquisition of land and an interest in land for any other Project infrastructure.

A.3 INELIGIBLE COSTS

- a) Unless a cost is considered an Eligible Cost pursuant to Article A.2 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitations, Ineligible Costs include the indirect costs listed in section A.3.1 (Indirect Costs) and the costs that are over and above the Project scope and are listed in section A.3.2 (Costs Over and Above Project Scope).
- b) The costs incurred before June 1, 2016 are Ineligible Costs.

A.3.1 INDIRECT COSTS

The costs that are not directly related to bringing the Project into Revenue Service are Ineligible Costs. Without limitations, the following indirect costs are Ineligible Costs:

- a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- b) costs related to Project evaluation and audit, unless otherwise approved by the Province in writing;
- c) costs related to office space in a facility, including a maintenance and storage facility, that is not specifically required to operate the facility;
- d) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- e) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- f) subject to paragraph A.2.2 I) iv), salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- g) costs of any activities that are part of the regular operation and maintenance of municipal transit assets, including operation and maintenance costs related to the Project;
- h) carrying costs incurred on the funding share of any funding partner other than the Province;
- i) costs associated with municipal staff and consultant travel and accommodation;
- j) litigation costs incurred by the Recipient including, without limitation, those incurred by the Recipient in proceedings against the Province or the Recipient;
- k) subject to paragraph A.2.2 I) xi), legal costs incurred by the Recipient;
- l) Recipient's upgrades not expressly approved by the Province;
- m) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees; and
- n) other costs which are not specifically listed as Eligible Costs under this Schedule "A" (Eligible Costs and Ineligible Costs) and which, in the Province's opinion, are considered to be ineligible.

A.3.2 COSTS OVER AND ABOVE PROJECT SCOPE

The Province will not fund expenditures related to activities undertaken as part of the Project, but which are over and above the scope of the Project. These costs include, but are not limited to:

- a) upgrading of municipal services and utilities that are over and above relocation or basic replacement needs;

- b) upgrades to materials beyond pre-existing municipal standard;
- c) urban design enhancements over and above a maximum allowance of 1.5% of the total costs of the Project as set out in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates); and
- d) expansion or upgrades to existing computer and communication systems that may be undertaken as part of, or simultaneous to, the implementation of the Project.

**SCHEDULE B
PROJECT DESCRIPTION**

TABLE B.1 PROJECT DESCRIPTION/SCOPE

Project Component #	Project Sub-component #	Sub-component Title	Sub-component Description
1.0 Program Management (Recipient)	1.1	Project Management Office	The King Victoria Transit Hub project is being managed by the Recipient staff from areas including the Facilities & Fleet Management and the Economic Development Department concurrently with their day to day responsibilities. Additional support is provided by external advisors, and internal regional staff from Grand River Transit ("GRT"), Legal, Finance, and Purchasing. Deliverables to date: • Release of Request for Qualification ("RFQ") on April 27, 2017 • RFQ bid closing date on June 30, 2017 • One (1) submission received by consortium King Victoria Transit Hub Partners Inc. ("KVTH Partners") • Memorandum of Understanding ("MOU") completed with proponent December 8, 2017 • Release of RFP March 29, 2018 Anticipated Deliverables: • RFP close August 31, 2018 • RFP approval November / December 2018 • Commencement of construction (subject to bid), Spring/Summer of 2019 • Substantial Completion of the public sector components not later than December 31, 2021
	1.2	Property	Between 2008 and 2014, the Recipient assembled approximately 1.6 hectares (4 acres) of land located near the intersection of King and Victoria Streets in Kitchener, to develop a multi-modal transportation hub. Located in downtown Kitchener, the lands are bounded by the Metrolinx rail line to the North, Duke Street to the East, Victoria Street to the South and King Street to the West. The Recipient undertook a preliminary site design exercise to validate potential site configurations that would facilitate the movement of transit passengers across the site and effectively allow access by foot, bicycle, transit and automobile. The preliminary development concepts contemplated a development of approximately 820,000 - 990,000 square feet gross floor area ("GFA") and comprise a mix of uses including residential, retail and office.

2.0 Background Study	2.1 Preliminary assessment of development potential, site planning and design work	The Recipient has assessed the potential development opportunity of the Project and identified strategies to integrate transit uses and active transportation at the site, including the future ION LRT service (currently under construction), a relocated GO / VIA Rail station, intercity bus services and the GRT bus system. The work completed to date focused on: 1. Validating the potential real estate development opportunity, including the types of uses and amount of floor area that could be supported at the site based on site characteristics and current market conditions. This analysis was undertaken in a two-stage study completed by Cushman & Wakefield: - The first stage, documented in a 2012 report, included a high level analysis of regional market characteristics and trends for residential, retail, office and hotel uses, and how these might affect the mix of uses that could be supported at the site; and - The second stage, documented in a 2013 report, included a market demand forecast, an analysis of development options based on two concept plans prepared by IBI Group, financial analysis and indicative estimates of land value for each option, and an assessment of potential land monetization options. 2. Urban design and land use planning matters were addressed in an Urban Design Brief and a Planning Report prepared by GSP Group, dated August 2012. These reports supported the Official Plan and zoning by-law amendments adopted by the City of Kitchener Planning and Strategic Initiatives Committee in February 2013, and adopted by Regional Council in April 2013. The amendments permit and encourage mixed uses on site and within buildings. 3. Preliminary site planning and massing was undertaken by IBI Group and documented in a Preliminary Design and Station Area Access Plan dated April 2013 (the “IBI Report”). This study examined the physical site context, including pedestrian, cyclist, transit user and vehicle access, which informed a preliminary site design for the Project. Building on the objectives of the urban design brief and zoning by-law requirements, the IBI Report included conceptual drawings and recommended strategies to accommodate transit-related uses on-site and to enhance the movement of transit passengers in a seamless manner. 4. A Preliminary Design Package dated May 2016 was prepared by Infrastructure Ontario (“IO”) to outline the key components and benefits of the Project. 5. Recommendations for a preferred transaction structure for the Project were prepared by IO and Deloitte and endorsed by Council in a report dated February 23, 2016. In addition to the reports referenced above, the Recipient has also completed other due diligence activities and a Class B Environmental Assessment (EA) that was prepared to satisfy the <i>Environmental Assessment Act</i> (Ontario) requirements arising from the public infrastructure components of the Project.
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3.0 Preliminary Site Design - Transit Related Components of the Hub – Recipient Scope	3.1	On-site Components – Transit Hall	<u>Scope</u> The Transit Hall is a two-level indoor space that provides a comfortable, bright, safe and active location for passenger circulation and transfers between transportation modes. The hall includes: information kiosks, ticket vending kiosks, ticket booths and waiting areas. It is envisioned as a main "central station" type of hall, with public art, embedded art and programmable spaces.
	3.2	On-site Components – Public Square and Transit Plaza (Plazas)	<u>Scope</u> Public Square and Transit Plaza ("Plazas") are public spaces which will provide grand entrances to the Transit Hall, focal points for pedestrian circulation, as well as gathering and rendezvous spaces for formal and informal street-level activity. The Transit Plaza shall be provided at the north end of King Street and will provide a barrier free pedestrian access to the Transit Hub from the Northbound ION LRT platform. The Public Square is to be located at the main entry of the KVTH, at the corner of King Street and Victoria Street.
	3.3	On-site Components – Victoria Street Bus Loop and Bus Bays	<u>Scope</u> The Victoria Street Bus Loop and Bus Bays (Bus Loop) are planned to be located on the Victoria Street/Transit Hall level, beneath the Passenger Pick Up and Drop Off ("PPUDO"). It is to provide convenient inter-city bus connection for transit passengers. Three platform shelters are planned at the bus loop. These shelters are expected to include on-demand heating, Passenger Information Displays ("PIDs") and emergency communication panels that connect to Transit Security. The bus loop will be designed to accommodate platforms for double decker buses, Grand River Transit's Mobility Plus buses and layover space.
	3.4	On-site Components – Passenger Pick-up and Drop-off (PPUDO)	<u>Scope</u> PPUDO is proposed to be located at or near the GO platform level, providing for immediate access to arriving and departing trains.

4.0 Preliminary Site Design - Transit Related Components of the Hub – Metrolinx Scope	3.5	On-site Components – Additional Components – Go Parking Spaces	<u>Additional Components</u> In addition to the on-site components described above, the components noted below will require future discussions in order to define applicable requirements: (i) Vehicle Parking - An estimated 100 dedicated transit customer parking spaces are required. The Recipient's objective is to have a limited park and ride option at this location on a pay-basis. If the developer does not construct structured (above ground) parking, the Recipient will consider off-site parking locations close to the site. (ii) Bicycle Parking - The developer is required to provide secured spaces within the transit hub, as well as covered outdoor spaces for public use. (iii) Potential Additional Requirement - A vertical connection (e.g. stairs and elevators) between the Victoria Street Bus Loop and the PPUDO may be considered an additional component for the Project, which will also require future discussions to define applicable requirements.
	3.6	Off-site Components – Multi-use Trail and Pedestrian Bridge over King Street	<u>Scope</u> The multi-use path will be built by the developer from Duke Street, though the site to the west, and include a new pedestrian bridge over King Street. The pedestrian bridge is to be built at such a height to clear the existing overhead contact system of the ION LRT. The path and bridge will provide a connection between the KVTH, off-site parking, the Bramm Street redevelopment lands, as well as the Waterloo Spur Line trail and the Iron Horse Trail (owned by the City of Kitchener). A portion of the multi-use trail is an on-site component of the project. The trail is separate from but adjacent to the GO/Via Rail platform. Direct access to the GO platform is planned at the South Entrance Access Feature on the west end of the platform. Design consideration has been given to preventing the platform from being used as a trail, which is prohibited by GO.
	4.1	Off-site Components – Pedestrian Underpass / overpass	<u>Scope</u> Waterloo Street Pedestrian Underpass (“Pedestrian Underpass”) – a tunnel connecting the north and south rail platforms, and neighbourhoods north of the facility, under the rail line in proximity to Waterloo Street, at grade relative to the Transit Hall and Bus Bays/Loop. A pedestrian overpass could be constructed as an alternative, depending on the final submission during the request for proposal process.

	4.2	Off-site Components – GO Platform, Canopy and South Entrance Access Feature	<u>Scope</u> GO Platform and Canopy (“GO Platform”) – the new GO train stop at the KVTH, which will replace the present stop at 126 Weber Street west (580 metres away from the new stop). <u>Scope</u> South Entrance Access Feature – a fully accessible connection from the southbound ION platform to GO and Via Rail, parking and the KVTH.
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TABLE B.2 PROJECT COMPONENTS AND FISCAL YEAR COST BREAKDOWN

Project Sub-component	Estimated Total Costs \$M (to be updated following RFP close)	Estimated Eligible Costs \$M
1.0 Program Management (Recipient)		
1.1 Project Management Office	2.2	2.2
1.2 Property	0.1	0.1
1.0 Sub-total (Recipient Scope)	2.3	2.3
2.0 Background Study		
2.1 Preliminary assessment of development potential, site planning and design work	3.0	3.0
2.0 Sub-total (Recipient Scope)	3.0	3.0
3.0 Preliminary Site Design - Transit Related Components of the Hub – Recipient Scope		
3.1 On-site Components – Transit Hall	8.8	8.8
3.2 On-site Components – Public Square and Transit Plaza (Plazas)	3.6	3.6
3.3 On-site Components – Victoria Street Bus Loop and Bus Bays	3.1	3.1
3.4 On-site Components – Passenger Pick-up and Drop-off (“PPUDO”)	5.0	5.0
3.5 On-site Components – Additional Components - Go Parking spaces	5.8	5.8
3.6 On-site Components – Multi-use Trail Bridge over King Street	1.4	1.4
3.0 Sub-Total (Recipient Scope)	27.7	27.7
4.0 Preliminary Site Design - Transit Related Components of the Hub – Metrolinx Scope (Metrolinx is reviewing the requirements of their off-site components and may increase their scope as required, at Metrolinx cost)		
4.1 Off-site Components – Pedestrian Underpass/Overpass	6.3	6.3
4.2 Off-site Components – GO Platform, Canopy and South Entrance Access Feature	3.7	3.7
4.0 Sub-total (Metrolinx Scope)	10	10
TOTAL	43	43

TABLE B.3 GENERAL ELIGIBLE COST PAYMENT ANNUAL ESTIMATES

Project Components and Sub-Components	Total Cost \$M	Estimated Eligible Costs \$M	Payment by Ministry \$M	Timing of When Expenses Occurred							*Comments/notes
				2016-17	2017-18	2018-19	2019-20	2020-21	2021-2022	2022-2023	
1.0 Program Management (Recipient)											
1.1 Project Management Office	2.20	2.20	2.20	0.14	0.80	1.25	0.00	0.00	0.00	0.00	
1.2 Property	0.10	0.10	0.10	0.00	0.00	0.00	0.10	0.00	0.00	0.00	Previously spent costs are not being applied to the MTO funding.
2.0 Background Study											
2.1 Preliminary assessment of development potential, site, planning and design work	3.00	3.00	3.00	0.12	1.20	1.68	0.00	0.00	0.00	0.00	
3.0 Preliminary Site Design- Transit Related Components - Region of Waterloo Scope											
3.1 On-site Components – Transit Hall	8.80	8.80	8.80	0.00	0.00	0.00	1.76	4.40	2.64	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.2 On-site Components – Public Square and Transit Plaza (Plazas)	3.60	3.60	3.60	0.00	0.00	0.00	0.72	1.80	1.08	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.3 On-site Components – Victoria Street Bus Loop and Bus Bays	3.10	3.10	3.10	0.00	0.00	0.00	0.62	1.55	0.93	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.4 On-site Components – Passenger Pick-up and Drop-off ("PPUDO")	5.00	5.00	5.00	0.00	0.00	0.00	1.00	2.50	1.50	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.5 On-site Components – Additional Components - Go Parking Spaces	5.80	5.80	5.80	0.00	0.00	0.00	1.16	2.90	1.74	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.6 Off-site Components – Multi-use Trail Bridge over King Street	1.40	1.40	1.40	0.00	0.00	0.00	0.28	0.70	0.42	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
Sub-Total of Region of Waterloo Costs	33.00	33.00	33.00	0.26	2.00	2.94	5.64	13.85	8.31	0.00	
4.0 Preliminary Site Design- Transit Related Components - Metrolinx Scope											
4.1 Off-site Components –Pedestrian Underpass/Overpass	6.30	6.30	6.30	0.00	0.00	0.00	1.26	3.15	1.89	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
4.2 Off-site Components – GO Platform, Canopy and South Entrance Access Feature	3.70	3.70	3.70	0.00	0.00	0.00	0.74	1.85	1.11	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
Sub-Total of Metrolinx Costs	10.00	10.00	10.00								Metrolinx is reviewing the requirements of their off-site components and may increase their scope as required (at Metrolinx cost)
TOTAL	43.00	43.00	43.00	0.26	2.00	2.94	7.64	18.85	11.31	0.00	

SCHEDULE "C"
REPORTING, AUDIT AND EVALUATION

C.1 DEFINITIONS

For the purposes of this Schedule "C" (Reporting, Audit and Evaluation):

"Generally Accepted Auditing Standards" means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

"Post Project Evaluation Guide" means the guide the Province provides to the Recipient to assist the Recipient in completing the post Project evaluation.

C.2 REPORTING

C.2.1 QUARTERLY PROJECT STATUS REPORT

The Recipient will submit quarterly Project status reports, in a format approved by the Province, to the Province including the following information:

- a) status of Project Implementation, spending as of the date of the report and specific breakdown of costs for the most recent quarter by Project Component;
- b) any issues or areas of concern, potential financial impact and proposed mitigating strategies;
- c) estimated percentage of Project completion;
- d) forecast and actual construction start and end dates;
- e) all other information respecting the progress of the Project that may be requested by the Province or of which the Recipient becomes aware that may affect the Project's timely completion; and
- f) updated financial forecasts for Tables B.2 (Project Components and Fiscal Year Cost Breakdown) and B.3 (General Eligible Cost Payment Annual Estimates), and explanation of variances.

C.2.2 ANNUAL PROGRESS REPORT

An annual progress report for the previous Fiscal Year must be submitted by the Recipient to the Province by June 30th of each year. The introduction to the report must provide a general description of the Project focusing on major achievements to date. In the event that the Agreement is executed by the Province between January 1st and June 30th, the annual progress report must be submitted to the Province by June 30th in the following Funding Year, that is, not in the Funding Year of execution of the Agreement. The annual progress report will include the following:

- a) summary information on the Project progress;
- b) an overview about the status of both expected and unanticipated significant environmental issues related to the Project and the proposed mitigation strategies to deal with these concerns;
- d) any areas of concern or risk factors and proposed mitigation strategies affecting the timelines or the budget of the Project;
- e) any issues or risk factors that may affect the completion of the Project as per original plans, subsequent plans the Recipient has developed/implemented to mitigate such issues or risk factors, and, if addressed, how such issues and risk factors were addressed;
- f) highlights of communication activities of the Project for the Fiscal Year; and
- g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

C.2.3 FINAL REPORT

Within 6 months of the Substantial Completion Date or such longer period as the Province may specify in writing, the Recipient will submit a final report for the Project to the Province and the Recipient will follow such administrative procedures as are specified from time to time by the Province. The final report will be in a form satisfactory to the Province and will include:

- a) a detailed description of the Project as completed, including photographs;
- b) particulars of how the communications requirements have been implemented or applied;
- c) a final audited financial statement s Project expenditures, Eligible Costs incurred and revenue certified by the chief financial officer of the Recipient;
- d) an invoice summary, as prescribed by the Province;
- e) details of any variance from the Project, including Schedule "B" (Project Description);
- f) details of how the objectives of the Province of Ontario, as set out below, have been met:
 - i) solving inter-regional and region-wide congestion and growth pressures;
 - ii) positioning inter-regional transit as an attractive and financially viable alternative to automobile use;
 - iii) achieving a significant automobile-to-transit modal shift in key commuter transportation markets, to achieve tangible regional environmental, economic and quality of life benefits;
 - iv) encouraging balanced, integrated planning and investment decision-making between highway and transit modes; and
 - v) integrating transportation infrastructure planning with land use development strategies have been met;
- g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section E.1.1 (Definitions), and any update to it; and
- h) any other information respecting the Project as may be requested by the Province.

C.3 AUDIT

The Recipient is responsible for requesting and managing the undertaking of all audits of the Project and delivering corresponding audit reports in the timeframe set out in the Agreement. Unless otherwise specifically set out in the Agreement, all audits will be carried out at the Recipient's expense by accredited and external independent auditors in accordance with Generally Accepted Auditing Standards.

C.3.1 FINANCIAL AUDIT(S)

- a) Financial audits must be conducted by independent external auditors in accordance with Generally Accepted Auditing Standards.
- b) Strict financial audit criteria will be used to provide an opinion on the financial statements related to the Agreement.
- c) The key objective of the annual financial audit is to determine whether financial transactions support the amounts and disclosures in the financial statements.

C.3.2 COMPLIANCE AUDIT(S)

Compliance audits must be conducted by external auditors in accordance with Generally Accepted Auditing Standards.

The key objectives of the compliance audit(s) are to:

- a) determine whether Funds were expended for the purposes intended and with due regard to economy, efficiency and effectiveness;
- b) determine compliance with the Agreement;
- c) ensure that Project and financial information is complete, accurate and timely, in accordance with the terms and conditions of the Agreement;
- d) ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of achievement of intended benefits;
- e) assess the overall management and administration of the Project;
- f) provide recommendations for improvement or redress; and
- g) ensure that prompt and timely corrective action is taken on audit findings.

C3.3 AUDIT PLAN

The Recipient is responsible for establishing, overseeing, managing and implementing a Project audit plan, including any required corrective actions. The Recipient will use a risk-based assessment approach.

The Recipient will complete and submit, to the Province's satisfaction, a Project audit plan within 3 months of the execution of the Agreement.

The audit plan must specify:

- a) the audit objectives to be achieved for the audits in question, including both the financial audits and compliance audits;
- b) the audit methodology;
- c) the costs and resources to be allocated for the audit plan;
- d) clear understanding with respect to access to working papers by the Province and the Recipient; and
- e) the time frames for audits and public access to audit reports.

The audit plan may be assessed regularly and changed accordingly as the risk management process is revisited on a periodic basis.

C3.4 AUDIT DELIVERABLES AND TIMELINES

There will be an annual financial audit of the Project, as part of the annual progress report and 2 Project compliance audits. The first compliance audit must occur midway into the Project. The final compliance audit will occur by the Project Completion Date.

The Recipient will report to the Committee on the Project as follows:

- a) submit Project audit reports within 7 days of receipt from the Recipient's independent external auditor;
- b) submit, within 30 days of receipt and for each audit, a report on follow-up actions taken or to be taken, or both, to address the recommendations and results of the audit; and
- c) submit by June 30th of each Fiscal Year, the annual progress report for the previous Fiscal Year.

The Project compliance audit frequency may, at the Province's sole discretion, be altered by the Province.

C.4 EVALUATION

C.4.1 COMPLETION OF POST PROJECT EVALUATION

- a) The Parties agree, as required pursuant to section 9.9 (Evaluation) and unless otherwise agreed upon by the Province in writing and in its sole discretion, to conduct a post Project evaluation.
- b) The purpose of the post Project evaluation is to assist the Province in assessing the process of Project Implementation to inform future delivery of municipal infrastructure programs for which provincial transfer payments are provided.
- c) The post Project evaluation, as further described in the Post Project Evaluation Guide, involves two stages: 1) the development of a post Project evaluation plan led by the Recipient, with the support of the Province; and 2) the completion of a post Project evaluation report led jointly by the Province and Recipient.
- d) The Recipient further agrees to contribute to the post Project evaluation in the development and completion of the post Project evaluation report as required pursuant to section C.4.3 (Costs).
- e) The post Project evaluation report is in addition to final report pursuant to section C.2.3 (Final Report).
- f) The Recipient acknowledges and agrees that any post Project evaluation report will be a public document.

C.4.2 POST PROJECT EVALUATION PLAN AND TIMELINES

- a) The Recipient will provide the Province with a post Project evaluation plan, including the items set out below in paragraph C.4.2 b) and as further described in the Post Project Evaluation Guide, within 6 months of the Effective Date.
- b) The Recipient agrees that the post Project evaluation plan will include:
 - i) types of data to support the evaluation and how such data will be collected, may include:
 - a. baseline information at the start of the Project;
 - b. Project cost by Project Component;
 - c. Project financing by Project Component;
 - d. economic cost benefit analysis;
 - e. financial cost benefit analysis;
 - f. achievement of objectives and outputs and transportation outcomes;
 - g. Project sustainability; and
 - h. other social, economic and environmental impacts;
 - ii) information to be collected during the implementation of the Project, including: financial, procurement, project management, construction, and initial operational information, along with the timelines associated with data collection;
 - iii) key performance indicators to be used;
 - iv) any other information the Province may require; and
 - v) lessons learned.
- c) The Recipient will provide the Province, at the Province's request, with copies of the documentation, including the original business case and details of all economic and financial projections, in support of the data and information required pursuant to the post Project evaluation plan described in paragraph C.4.2 b).

C.4.3 COSTS

Despite any other provisions of the Agreement, each Party will be responsible for its own costs in relation to the post Project evaluation.

SCHEDULE "D"
COMMUNICATIONS PROTOCOL

D.1 PURPOSE

This Schedule D (Communications Protocol) describes the Recipient's responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

D.2 GENERAL PRINCIPLES

- a) The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications, ensuring equal recognition and prominence of the Province's financial contribution to the Project with the Recipient.
- b) The financial contribution of the Province will receive equal recognition and prominence when logos, symbols, flags, and other types of identification are incorporated into events, signs, and plaques unless the Province specifies otherwise.
- c) All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- d) All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule "D" (Communications Protocol).
- e) All events and signage will follow the communications protocols set out in this Schedule "D" (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- f) All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 Business Days in advance and approved by the Province prior to release.

D.3 PROJECT COMMUNICATIONS**D.3.1 GENERAL**

All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

D.3.2 CONTRACTS

All public information material related to calls for tendering and the like made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.

D.3.3 PROJECT PROMOTION

- a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 Business Days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.

- d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

D.4 COMMUNICATING WITH THE PUBLIC

D.4.1 GENERAL

- a) The Recipient will notify and consult the Province, a minimum of 15 Business Days in advance, about all proposed news releases, social, digital and new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material, if necessary. Notwithstanding the advance notice requirement, consent will not be unreasonably withheld by the Province or the Recipient if a news release or public announcement must be issued in less than 15 Business Days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project as per the initial communications plan specified in paragraph D.4.1 c). The Recipient commits to acknowledging the Province's involvement.
- c) The Recipient will submit to the Province, within 180 days of the Effective Date, a communications plan showing how the Recipient intends to manage communications for the Project and provide the Province with equal visibility on communication products for the Project. This plan should also forecast: major milestones for joint communications, Project communications activities (e.g., tender notices, plans to provide contributor visibility after Project completion), and estimated expenditures for key communications activities and issue management. The Recipient will update the plan by March 31 in each Funding Year.
- d) The Province may monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.
- e) In the event of an election call that affects a riding that the Project is located in, whether provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph D.3.3 b).

D.4.2 SIGNING OF THE AGREEMENT

The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

D.4.3 PUBLIC INFORMATION KITS

The Recipient and the Province may develop joint information kits, brochures, public reports, social and digital, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule "D" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

D.4.4 NEWS RELEASES

The Recipient and the Province will issue joint news releases at any time in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient, or both, in the news releases.

D.4.5 NEWS CONFERENCES, PUBLIC ANNOUNCEMENTS, OFFICIAL EVENTS OR CEREMONIES

- a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
- b) No public announcement relating to the Project, with the exception of those notices described in paragraph D.3.3 b), will be made by the Recipient without the prior consent of the Province.
- c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

D.4.6 SIGNAGE

- a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to the Recipient's Project signage. The signage will remain in place until 120 days after construction is completed.
- b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.
- c) Except for signage acknowledging the Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.

D.4.7 ADVERTISING

Recognizing that advertising can be an effective means of communicating with the public, the Recipient and the Province may, at their own cost, organize an advertising campaign related to the Project. However, such a campaign must respect the provisions of the Agreement. In the event of such a campaign, the Agreement signatory sponsoring the campaign agrees to inform the other signatory of its intention as soon as possible, as early notice is essential for any required review process. Notice must be provided a minimum of 90 days before launch.

D.5 COST ALLOCATION

With the exception of advertising campaigns outlined in section D.4.7 (Advertising), the costs of communication activities and signage will follow the eligibility rules established in Schedule "A" (Eligible Costs and Ineligible Costs).

D.6 MONITORING AND COMPLIANCE

The Province will monitor the Recipient's compliance with this Schedule "D" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE "E"
ABORIGINAL CONSULTATION PROTOCOL

E.1 DEFINITIONS

E.1.1 DEFINITIONS

For the purposes of this Schedule "E" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section E.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

E.2 ABORIGINAL CONSULTATION PLAN

E.2.1 DEVELOPMENT OF PLAN

The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (**"Aboriginal Consultation Plan"**).

E.2.2 PROCEDURAL ASPECTS OF CONSULTATION

If consultation with Aboriginal Communities is required, the Province may:

- a) delegate certain procedural aspects of the consultation to the Recipient; and
- b) provide the Recipient with an initial list of the communities the Recipient may consult.

E.2.3 PROVISION OF PLAN TO PROVINCE

If, pursuant to section E.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

E.2.4 CHANGES TO PLAN

The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

E.3 ABORIGINAL CONSULTATION RECORD

E.3.1 REQUIREMENTS FOR ABORIGINAL CONSULTATION RECORD

If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraphs C.2.2 g) and C.2.3 g).

E.4 RESPONSIBILITIES OF THE RECIPIENT

E.4.1 NOTIFICATION TO AND DIRECTION FROM THE PROVINCE

The Recipient will immediately notify the Province:

- a) of contact by any Aboriginal Communities regarding the Project; or
- b) if any Aboriginal archaeological resources are discovered in the course of the Project, and

in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

E.4.2 DIRECTION FROM THE PROVINCE AND CONTRACTS

The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section E.4.1 (Notification to and Direction from the Province).

SCHEDULE "F"
FORM OF CERTIFICATE OF TITLE

Ministry of Transportation File No.: _____

SOLICITOR'S CERTIFICATE OF TITLE

RE: **[Insert Name of Recipient as on Page 1 of the Agreement]** (the "**Recipient**")
 financial assistance for improvements to the Property (as defined below)

AND RE: Recipient's Title to the King Victoria Transit Hub Lands as Identified in the
 Description Matrix and Schema _____;hed to this Solicitor's Certificate of Title as
 Appendix F.1 (LRT Project Lands) (the "**Property**")

TO: Ministry of Transportation (the "**Province**")

This is to certify to the Province in connection with the Recipient receiving financial assistance for improvements to the Property that, as of the date of this certificate:

1. The Recipient,
 - a) is the registered owner in fee simple with good and marketable title to those parts of the Property registered in its name;
 - b) has had the fee simple interest in those parts of the Property expropriated by the Recipient vested in the Recipient pursuant to section 9 of the *Expropriations Act* (Ontario), such parts of the Property being subject to the provisions of the *Expropriations Act* (Ontario);
 - c) in respect of those parts of the Property which are held by way of an easement, license, crossing agreement or encroachment has acquired such easement, license, crossing agreement or encroachment interest in such parts of the Property by a good and valid agreement in that regard, as described in the attachments to this certificate; and
 - d) in respect of those parts of the Property which are held by way of a lease, has acquired a valid and subsisting leasehold interest in such parts of the Property, as described in the attachments to this certificate.
2. Subject to the obligations of the Recipient under the *Expropriations Act* (Ontario) and under the agreements referred to in paragraphs 1(c) and 1(d) above, there are no mortgages, liens, easements, agreements or any other restrictions or encumbrances that prevent the construction, occupation and use of the improvements to the Property.
3. There are no outstanding arrears of property taxes, local improvement charges or any special assessments or rates against the Property.
4. I am a member in good standing of the Law Society of Upper Canada.

DATED at _____, this _____ day of _____, 20 _____

 Name of solicitor:

Firm:

Mailing Address:

SCHEDULE "G"
CLAIM AND PAYMENT PROCEDURES

G.1 CLAIM PROCEDURES

The Recipient agrees that the procedures set out in Article G.3 (Claim Procedures for Eligible Costs) will apply to claims the Recipient submits to the Province pursuant to the Agreement.

G.2 PAYMENTS

Subject to annual appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 30 days of receipt of a claim fully completed in accordance with this Schedule "G" (Claim and Payment Procedures). The Province under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article G.2 (Payments). The Province will provide the Funds to the Recipient:

- a) for the Eligible Costs after the claim submission has been reviewed by the Province for compliance with Schedule "A" (Eligible Costs and Ineligible Costs), on an instalment basis, as outlined in Schedule "B" (Project Description), Table B.3 (General Eligible Cost Payment Annual Estimates), and Article G.3 (Claim Procedures for Eligible Costs).
- b) for the Holdback, in the form of a lump sum payment and as outlined in Article G.6 (Holdback).
- c) for the Final Payment in the form of a lump sum payment and as outlined in Article G.7 (Final Payment).

G.3 CLAIM PROCEDURES FOR ELIGIBLE COSTS

Subject to the limits set out in Schedule "B" (Project Description), the Recipient agrees to submit to the Province quarterly claims for all of the Eligible Costs incurred and paid by the Recipient, within 90 days of the end of each Funding Year quarter:

- a) a Claim Statement fully and accurately completed;
 - i) for each claim (including for the Holdback and the Final Payment), certification and request, using the form of certificate/payment request in Schedule "G.1" (Form of Certificate/Payment Request from Recipient Co-chair or Senior Official), by the Recipient Co-chair or a senior official designated by the Recipient;
 - ii) for the Holdback and Final Payment, a completed Solemn Declaration of Substantial Completion certified by a Third-party Certifier;
 - iii) if the Province so requests, a copy of all documentation provided to the Recipient by any Third Party in respect of the claim;
 - iv) a Project quarterly progress status report and audit report, as required pursuant to Schedule "C" (Reporting, Audit and Evaluation) and approved by the Province, for the period to which the claim relates; and
- b) such other information as the Province may request.

G.4 TIME LIMITS FOR CLAIMS

- a) The Recipient will submit all claims for payment prior to the Project Completion Date.
- b) The Province will have no obligation to pay a claim submitted after the Project Completion Date.

G.5 FINAL ADJUSTMENTS

After the Recipient has submitted its final report, as described in section C.2.3 (Final Report) and excluding and for greater certainty the post project evaluation report, and final compliance audit report for the Project, as well as the Solemn Declaration of Substantial Completion, and before the Project Completion Date, the Parties will jointly

carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

G.6 HOLDBACK

The Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article G.5 (Final Adjustments). Subject to paragraph 3.1(a) of the Agreement the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article G.5 (Final Adjustments).

G.7 FINAL PAYMENT

Following delivery of the completed Solemn Declaration of Substantial Completion confirming achievement of Substantial Completion, and upon completion of the final reconciliation and all adjustments in accordance with Article G.5 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder of its contribution pursuant to paragraph 3.1 (a) of the Agreement together with the Holdback contemplated pursuant to Article G.6 (Holdback).

SUB-SCHEDULE "G.1"
FORM OF CERTIFICATE/PAYMENT REQUEST
FROM RECIPIENT CO-CHAIR OR SENIOR OFFICIAL

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
 Strategic Transit Investments Office
 Suite 3000, 30th Floor
 777 Bay Street
 Toronto, ON M7A 2J8
Attention: Director
Telephone No.: (416) 5- - - - -

FROM: [Insert address of the Recipient Co-chair or senior official]
Attention: [Insert address of the Recipient Co-chair or senior official]
Telephone No.: [Insert telephone number of Recipient Co-chair or senior official]
Facsimile No.: [Insert facsimile number of Recipient Co-chair or senior official]

RE: **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project**

In the matter of the **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project** entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Region of Waterloo (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [Insert name and title of the Recipient Co-chair or senior official], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article 11 (Recipient Representations and Warranties) of the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
 - c. the Recipient has not incurred a cost overrun for the Project; and
 - d. the Recipient has complied with all provisions of the *Construction Lien Act* and is not aware of any claims for lien under that Act.
2. Attached is [are] the [Project quarterly progress status report and] Claim Statement that relate[s] to the request for payment, which is [are] true and accurate and relate[s] to costs on account of the Project.
3. The Eligible Costs and other costs set out in the Claim Statement have been paid to _____ [Insert legal name of the Third Party] during the period commencing _____ and ending _____.
4. The payment will only and entirely be used for the Project and in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Costs of the Project Implementation pursuant to paragraph 3.1 a) of the Agreement.

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

(Signatures)

 Name:
 Title:

 Witness Name:
 Title:

SUB-SCHEDULE "G.2"
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
 Strategic Transit Investments Office
 Suite 3000, 30th Floor
 777 Bay Street
 Toronto, ON M7A 2J8
Attention: Director
Telephone No.: (416) 585-7347

FROM: [Insert Address of the Third-party Certifier]
Attention: [Insert name and title of Third-party Certifier]
Telephone No.: [Insert telephone number of Third-party Certifier]
Facsimile No.: [Insert facsimile number of Third-party Certifier]

RE: **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project**

In the matter of the **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project** entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Regional Municipality of Waterloo (Recipient), on _____, _____ (the "Agreement").

I, _____, an architect duly licensed in the Province of Ontario and the Third-party Certifier retained by the Recipient pursuant to the Agreement, having made such inquiries as I have deemed necessary for this declaration, do solemnly declare as follows:

1. I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit;
2. The work identified as Project _____ in the Agreement _____ (has / has not) reached Substantial Completion as defined in the Agreement, dated on the _____ day of _____ 20____ (the "Substantial Completion Date").
3. The value (dollar amount) of substantially completed work on the Project is _____ (dollars).
4. The work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work;
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented; and
 - e. conforms with the requirements set out in subsection 13.15 b) of the Agreement to comply with industry standards.

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

Name: _____
 Title: _____

Witness Name: _____
 Title: _____

This is Exhibit "H" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

**AMENDING AGREEMENT No. 1
TO THE TRANSFER PAYMENT AGREEMENT
FOR THE REGIONAL MUNICIPALITY OF WATERLOO
KING VICTORIA TRANSIT HUB**

This Amending Agreement No. 1 effective as of the later date upon which this Amending Agreement No. 1 is signed (“Effective Date”).

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Minister of Transportation

(the “**Province**”)

- AND -

The Regional Municipality of Waterloo

(the “**Recipient**”)

WHEREAS The Province and the Recipient entered into a transfer payment agreement whereby the Province provides funds to assist the Recipient in carrying out the King Victoria Transit Hub Project, effective as of the 7th day of May 2018 (the “**Agreement**”);

AND WHEREAS On September 8, 2022, Her Majesty the Queen Elizabeth II died. HRH Prince Charles immediately became His Majesty Charles III. By virtue of the *Legislation Act* existing agreements do not need to be amended. All references to “Her Majesty” or the “Queen” are now replaced with “His Majesty” or the “King”;

AND WHEREAS Since the Agreement was entered into, there have been developments in the Project that require changes to the Agreement. Specifically, Metrolinx has agreed to take on some off-corridor work that was contemplated as part of the Project and is complementary to its on-corridor work. The budget for this work is \$10-million. As a result, \$10-million of the Maximum Funds has been transferred directly to Metrolinx, and the Maximum Funds for this agreement is therefore amended to reflect the decrease from \$43-million to \$33-million. The Metrolinx scope of work is to be set-out in a Memorandum of Understanding between Metrolinx and the Region.

AND WHEREAS The description of the Project is hereby amended, as per the below, both Parties acknowledge that any future funding for the elements of the originally defined project that are hereby removed from the Project description/scope, including but not limited to the completion of the transit hub and plaza, are subject to the Federal Government’s treatment of the Recipient’s application under the Investing in Canada Infrastructure Program (“ICIP”) .

AND WHEREAS Pursuant to section 13.14 of the Agreement, the Parties seek to amend the Agreement in the manner set out below.

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

Amendments to Definitions and Terminology

1. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
2. All references to “King-Victoria Transit Hub” are hereby replaced with “**Kitchener Central Transit Hub**”.
3. All references to “KVTH” are hereby replaced with “**KCTH**”.
4. The following definition is added at Section 1.1 (“Definitions”):

 “**Expiry Date**” means December 31, 2030.
5. All references to “expiry date” shall mean “Expiry Date” as per the newly added definition.
6. Section 1.1 (“Definitions”) is amended to reflect that the “**Project Completion Date**” is now December 31, 2029.
7. The definition of “**Project Component**” at section A.1 (“Definition”) is deleted in its entirety.
8. The definition of “**Revenue Service**” at section A.1 (“Definition”) is deleted in its entirety.
9. All uses of the term “**Revenue Service**” throughout the Agreement shall now be read as “**Substantial Completion**” and shall have the meaning ascribed to the newly defined “Substantial Completion”.
10. The definition of “**Substantial Completion**” is deleted and replaced with the following:

 “**Substantial Completion**” or “**Substantially Completed**” means, in respect of the Project, that the Project can be used for the purpose for which it was intended.

11. The definition of “**Significant Changes**” at Section A.1 (“Definition”) is deleted in its entirety.
12. Section 1.3 (“**Duration of the Agreement**”) is deleted and replaced with the following:

1.3 Duration of Agreement. The Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 3.5 (Termination Where No Appropriation), Article 3.8 (Termination on Notice), or Article 8 (Events of Default, Corrective Action, and Termination for Default).
13. The definition of “**Post Project Evaluation Guide**” at Section C.1 of Schedule “C” is deleted in its entirety.

Amendments to Funding and Eligible Costs

14. Subsection 3.1 (a) (“Funds Provided”) is amended to reflect that **Maximum Funds** is now \$33,000,000 (thirty-three million dollars).
15. Section 3.6 (“**Fiscal Year Budgeting**”) is deleted in its entirety.
16. Subsection A2.2 (j) (“**Scope of Eligible Costs**”) is deleted and replaced with the following:

j) urban design enhancements, including bike lanes, up to 1.5% of the Maximum Funds of the Project.
17. Subsection A.3.2 (c) (“**Costs over and Above Project Scope**”) is deleted and replaced with the following:

c) urban design enhancements over and above a maximum allowance of 1.5% of the Maximum funds of the Project.

Amendments to Administrative Provisions

18. Section 5.3 (“**Meetings and Administrative Matters**”) is deleted and replaced with the following:

5.3 Meetings And Administrative Matters
The Committee will:
 - a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its

subcommittees, including and consistent with this Article 5 (Agreement Oversight);

b) meet 2 times a year or at other times at the request of a Co-chair; and

c) keep minutes of meetings that will be approved by the Co-chairs as a true record of the Committee meetings.

19. Section 5.6 (“**Changes During the Life of the Project**”) is deleted in its entirety.

20. Section 9.9 (“**Evaluation**”) is deleted in its entirety.

21. Section 13.14 (“**Amendments**”) is deleted and replaced with the following:

13.14 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

22. Section 13.15 (“**Notice**”) is deleted and replaced with the following:

13.15 Notice. Notice will be in writing, delivered by email, personal delivery, or courier and addressed to the Province or the Recipient as set out below, or as either Party later designates to the other by Notice. Notice will be deemed to have been given on the date on which the Notice is delivered.

i) Any Notice to the Province will be sent to:

Director, Transit Capital and Operations Branch
Province of Transportation
777 Bay Street, 30th Floor
Toronto, Ontario M7A 2J8
james.pearce@ontario.ca

ii) Any notice to the Recipient will be sent to:

Regional Clerk
Council and Administration Services
Region of Waterloo
150 Frederick Street, 2nd Floor
Kitchener, Ontario N2G 4J3
RegionalClerk@regionofwaterloo.ca

Amendments to Project Scope (Schedule B) & Subsequent Consequential Amendments

23. Schedule B is deleted and replaced with the following:

Schedule B PROJECT DESCRIPTION/Scope

B.1. Project Description/Scope. For the purposes of the Agreement, the Project includes the following:

- (a) The extension of the storm sewer from the rail corridor to Victoria St N.;
 - (b) Modifications to the Rumpel Felt building to mitigate restrictions on bus movement;
 - (c) Replacement/realignment of access road behind Rumpel Felt building as an extension of bus loops; and
 - (d) The construction of:
 - I. an IT Equipment Room required for appropriate coverage of communications tools and surveillance cameras throughout the site,
 - II. bus loop with bays to service Metrolinx, GRT and busses,
 - III. passenger Pick-up and Drop-off (PUDO) facilities,
 - IV. on-site and off-site parking spaces,
 - V. accessible pedestrian connections, and
 - VI. a multi-use trail bridge over King Street; and
 - (e) Fit-up of bus shelters and bike storage.
24. Subsection C.2.1 (f) ("**Quarterly Project Status Report**") is deleted and replaced with the following:
- f) updated financial forecasts and explanation of variances.
25. Section C.2.3 ("**Final Report**") is deleted and replaced with the following:
- C.2.3 Final Report** No later than the Project Completion Date or such later date as the Province may specify in writing, the Recipient will submit a final report for the Project to the Province and the Recipient will follow such administrative procedures as are specified from time to time by the Province. The final report will be in a form satisfactory to the Province and will include:
- (a) a detailed description of the Project as completed, including photographs;
 - (b) particulars of how the communications requirements have been implemented or applied;

- (c) a final audited financial statement showing Project expenditures, Eligible Costs incurred and revenue certified by the chief financial officer of the Recipient;
- (d) an invoice summary, as prescribed by the Province;
- (e) details of any variance from the Project, including Schedule “B” (Project Description/Scope);
- (f) a description of any deficiencies still outstanding and information on the planned remediation schedule;
- (g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section E.1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Project as may be requested by the Province.

26. Section C.3.2 (“**Compliance Audits**”) is deleted and replaced with the following:

C.3.2 Compliance Audit(s) Without limiting the generality of Section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more audits to assess the Recipient’s compliance with the terms and conditions of the Agreement as set out below. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Chartered Professional Accountants of Canada, applicable as of the date on which a record is kept or required to be kept under such standards. Each audit will assess and will address, without limitation, the following:

- (a) claims submitted by the Recipient are only in respect of Eligible Expenditures and the sum of those claims does not exceed the total eligible costs incurred and paid by the Recipient for the Project;
- (b) the Recipient has maintained the level and type of insurance as set-out in the Agreement;
- (c) all Contracts the Recipient has entered comply with the requirements of the Agreement;
- (d) the Recipient has fulfilled its requirements to notify the Province of any increase in project costs in accordance with Section 3.7; and
- (e) prompt and timely corrective action is taken on prior audit findings, if applicable.

27. Section C.4 (“**Evaluation**”), including subsections C.4.1, C.4.2, and C.4.3, is deleted in its entirety.
28. Subsection G.2 (a) (“**Payments**”) is deleted and replaced with the following:
- a) for the Eligible Costs after the claim submission has been reviewed by the Province for compliance with Schedule “A” (Eligible Costs and Ineligible Costs) and Article G.3 (Claim Procedures for Eligible Costs).
29. Section G.4 (“**Time Limits for Claims**”) is deleted and replaced with the following:
- a) the Recipient will submit all claims for payment no later than six months prior to the Project Completion Date.
 - b) the Province will have no obligation to pay a claim submitted after the date specified in subsection G.4(a).
30. Section G.5 (“**Final Adjustments**”) is deleted and replaced with the following:
- G.5 Final Adjustments.** After the Recipient has submitted its final report, as described in section C.2.3 (Final Report) and the Solemn Declaration of Substantial Completion, and no later than Project Completion Date, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.
31. Except for the amendments provided for in Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.

Signature page follows

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

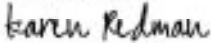


Name: Prabmeet Sarkaria
Title: Minister of Transportation

November 25, 2024

Date

The Regional Municipality of Waterloo

DocuSigned by:

E739A0EE50B2448

Name: Karen Redman
Title: Regional Chair

October 22, 2024

Date

I have authority to bind the Recipient.

DocuSigned by:

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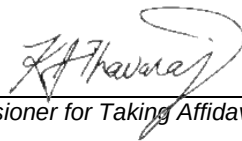
Name: William Short
Title: Regional Clerk

October 22, 2024

Date

I have authority to bind the Recipient.

This is Exhibit "I" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ



December 18, 2024

Mathieu Goetzke
Chief Administrative Officer (A)
Region of Waterloo
150 Frederick St.
Kitchener, Ontario
N2G 4J3

RE: Property at 100 Victoria Street North in Kitchener, ON

Dear Mathieu,

As part of the planned Kitchener Central station, Metrolinx is planning to take temporary possession of the property located at 100 Victoria Street North in Kitchener in March 2026 for construction staging and laydown purposes. This date is based on the current project schedule and aligns with the anticipated general mobilization of the future contractor that will build the Metrolinx portion of scope at the new station.

The indicated possession date may be subject to change if modifications to the current project schedule are required, including for activities such as design completion, operational requirements during construction and the procurement process.

Metrolinx commits to working closely with the Region of Waterloo to determine the actual possession date as the project progresses and advise of any relevant changes to the project timelines that could impact the indicated possession date.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Thom Budd', written over a light grey circular background.

Thom Budd,
Vice President Kitchener
and LSW

This is Exhibit "J" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

**Document Execution Record****(This document must be completed in full)****Department:** Engineering and Environmental Services**From:** Christa De Wys**Date:** May 7, 2025**To:** Regional Clerk**Subject:** Kitchener Central - Memorandum of Understanding with Metrolinx**Effective date and expiry date of document:** N/A**Document Type (Brief description and names of all parties involved not including the reason):**

- ☐ Construction Contract: _____
- ☐ Service Contract: _____
- ☐ Property Purchase or Sale: _____
- ☒ Agreement: KCTH MOU Agreement with Metrolinx
- ☐ Other: _____

Document Approval (By-law #, By-law item # and Meeting Date OR Report # and Meeting Date):

- ☒ Council Approval: COR-FFM-23-001, February 7, 2023
- ☐ Budget Approval (Approval Date): _____
- ☐ CAO Approval (a copy of the signed CAO Approval must be attached): _____
- ☐ Other: _____

Check all that are applicable (Top 2 boxes must be check prior to obtaining signature):

- ☒ I have reviewed the document and consulted with other Regional staff as reasonably required and determined that execution of the document is consistent with the Region's current Corporate Strategic Plan or otherwise in the Region's best interests;
- ☒ The document is in accordance with a form and content approved for the intended purpose by the Region Solicitor or designate or legal advice from the Regional Solicitor or designate as to

the form and content of the document has been obtained where reasonably necessary or appropriate;

- X Advice from the Region's Risk Manager has been obtained with regard to any insurance and indemnification provisions or requirements;
- X Any financial obligation of the Region arising from the execution of the document is provided for in, or consistent with, the current approved Regional budget, or as has been modified in accordance with the Regional Financial Management By-law and advice from the Region's Chief Financial Officer or designate has been obtained where reasonably necessary or appropriate;
- X Any applicable fees relating to the preparation of the document have been paid to the Region;
- X The purpose and effect of the executed document are consistent with applicable Regional policies, procedures and by-laws and applicable laws including but not limited to the "Municipal Freedom of Information and Protection of Privacy Act (Ontario)"; and
- X To the best of my knowledge and belief, the document reflects the terms and conditions that are necessary and reasonable to achieve the intent and purpose for which it was created.

Christa De Wys

Print Name of person responsible for project, program or activity

Senior Project Manager

Position

The conditions and arrangements for delivery of this document (if applicable):

Docusign will be used to deliver and return the document.


Signature (Required)

Directions and Procedures for Submitting Documents for Signing:

Documents for signing should be sent to any of the Council/Committee Support Assistants in Council & Administrative Services. All documents requiring the Chair/Clerks signature **must** have the Document Execution Record attached which can be found in RegForms which is in your templates in your Word program, or in DOCS #542960. The Document Execution Record is used to identify when the Contract or Agreement was approved by Council or by what authority it is being signed (i.e. Budget approval) and who prepared the document. Please note the Document Execution Record **must** be signed by the person responsible for the project, program or activity.

The Document Execution Record should state any instructions that need to be followed i.e. return 2 copies and keep one original, return all copies. **Note that once a document has been signed by the Regional Clerk an original must be filed in the Clerk's department.** If the Region is the last person to sign the document an original should be filed right then. If all copies are to be sent back for signing from an outside agency please send the Clerk's office an original once it has been signed. We will be

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following up on a bi-monthly basis for these original documents. **Please note that the Regional Clerk office will be the second signer on documents from outside agencies.**

See document DOCS #3351469 for DocuSign procedures when completing this form via DocuSign. As noted above, if the Regional Clerk is signing, physically or electronically, an original must be kept with the Regional Clerk's office.

This **COST SHARING AGREEMENT** (this "**Agreement**"), dated _____, 2025 (the "**Effective Date**"), is between the Regional Municipality of Waterloo (the "**Region**") and Metrolinx (collectively, the "**Parties**").

WHEREAS:

- A.** The Regional Municipality of Waterloo (the "Region") is planning on designing and constructing the new Kitchener central regional transit hub ("KCTH" or "Kitchener Central Transit Hub") to be located at King and Victoria Streets in Kitchener, Ontario and will connect ION light rapid transit, GO Transit (rail and bus service), VIA rail service, intercity bus, passenger vehicles, Grand River Transit, pedestrians, and cyclists in one location (the "Project"); and furthermore Metrolinx is the owner of the lands along the rail corridor commonly known as the Guelph Subdivision between mileage point 30.0 and 63.4 (the "Rail Corridor").
- B.** The Region, in coordination with the Ministry of Transportation ("MTO"), Metrolinx, and the City of Kitchener, recommends a phased approach to support project delivery of the Project. The first phase of the Project (the "Phase 1 Project") is the subject of this Agreement.

In accordance with a term sheet drafted by the Region and Metrolinx, dated September 15, 2021, in which the Region and Metrolinx set out the division of responsibilities and certain terms and conditions for the Phase 1 Project, the Parties desire to enter this Agreement for the following scope of work: on-corridor works and other work as more particularly set out in Schedule "A", which shall be performed by Metrolinx (the "Metrolinx Works"); a sub-set of such scope of work is the on-corridor works as more particularly set out in Section A.3 of Schedule "A", which shall be performed by Metrolinx but for the benefit of the Region (the "Region Project Infrastructure"); and off-corridor access infrastructure being delivered by the Region more particularly set out in Section B.1 of Schedule "B" (the "Phase 1 Region Works").

- C.** The Metrolinx Works and the Phase 1 Region Works are to be completed according to the timeline set out in Schedule "G". The Parties acknowledge that the timelines set out in Schedule "G" are estimates and the Parties may revise them from time to time. At the same time the Region intends to deliver the remaining work of the Project ("Phase 2"). The work to be performed by the Region under Phase 2 (the "Phase 2 Region Works"), is more particularly set out in Section B.2 of Schedule "B", but such Phase 2 Region Works is not the subject of this Agreement.
- D.** Metrolinx and the Region wish to enter into this binding Agreement to describe their respective roles, responsibilities, governance and accountability mechanisms in connection with the Metrolinx Works, the Phase 1 Region Works and the Phase 1 Project.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Region and Metrolinx hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Region and Metrolinx covenant and agree as follows:

1. GENERAL PURPOSE

- (a) The purpose of this Agreement is to set forth the business arrangement between the Parties with respect to: (i) the allocation of responsibility for design, construction, commissioning and/or inspection processes and maintenance, (ii) funding obligations, and (iii) other general matters, all in relation to the Project.
- (b) The Parties acknowledge the accuracy, sufficiency and completeness of the recitals set out above, and agree that the recitals shall be incorporated by reference into the terms of this Agreement.

2. DEFINITIONS

- (a) **"Agreement"** has the meaning ascribed thereto in the preamble.
- (b) **"Applicable Law"** means:
 - (i) any statute or proclamation or any delegated or subordinate legislation;
 - (ii) any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any governmental authority; and
 - (iii) any judgment of a relevant court of law, board, arbitrator or administrative agency, that is binding and enforceable against Metrolinx in the Province of Ontario.
- (c) **"Business Day"** means a day other than a Saturday, Sunday, or statutory or designated holiday that is observed in the Regional Municipality of Waterloo.
- (d) **"Change Order"** means a change in the scope of work under the Construction Agreement relating to the Metrolinx Works.
- (e) **"Confidential Information"** means, subject to the requirements of FIPPA and MFIPPA, as applicable,
 - (i) any proprietary information from a third party supplied in confidence, which may comprise trade secrets, or technical, commercial or financial information, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of such third party or result in undue loss to such third party or undue gain to others;
 - (ii) any proprietary information of the Region or Metrolinx;
 - (iii) any personal information as defined in FIPPA or in MFIPPA;
 - (iv) any other information specifically designated in writing by a Party as being confidential in nature; or

- (v) any improvements, modifications, and enhancements to, and information and things derived from or utilizing, any Confidential Information referred to in items (i) through (iv) above.
- (f) "**Construction Agreement**" has the meaning ascribed thereto in Section 5(a).
- (g) "**Contractor**" has the meaning ascribed thereto in Section 5(a).
- (h) "**Contractor Permits**" means all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations that the Contractor shall be required to obtain and that are required by Applicable Law in connection with Metrolinx Works.
- (i) "**Cost of the Cost-Shared Scope**" means the cost to Metrolinx and/or the Contractor of performing the design, construction, installation, testing, commissioning and completion of the Cost-Shared Scope, as set out in Section 4(a)(ii).
- (j) "**Cost of the Region Project Infrastructure**" means the cost to Metrolinx and/or the Contractor of performing the design, construction, installation, testing, commissioning and completion of the Region Project Infrastructure, as set out in Section 4(a)(iii).
- (k) "**Cost-Shared Scope**" means the infrastructure listed in Section A.2 of Schedule "A" to this Agreement, which will be installed, relocated, upgraded, abandoned, reinstated, restored, designed and/or built by the Contractor, or other partners of Metrolinx, in accordance with the Construction Agreement or certain other agreements entered into between Metrolinx and third parties, as the case may be.
- (l) "**Effective Date**" has the meaning ascribed thereto in the preamble.
- (m) "**FIPPA**" means *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time.
- (n) "**KCTH**" or "**Kitchener Central Transit Hub**" has the meaning set out in the Recital "A".
- (o) "**Metrolinx Works**" has the meaning set out in Recital "C", as more particularly set out in Schedule "A".
- (p) "**MFIPPA**" means *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time.
- (q) "**Non-Cost Shared Scope**" means set out in Section A.1 of Schedule "A".
- (r) "**Phase 1 Project**" has the meaning set out in Recital "B".
- (s) "**Phase 1 Region Works**" has the meaning set out in Recital "B", as more particularly set out in Section B.1 of Schedule "B".
- (t) "**Phase 2**" has the meaning set out in the Recital "C".
- (u) "**Phase 2 Region Works**" has the meaning set out in the Recital "C".

- (v) **“Program”** means the GO expansion program comprised of multiple projects, each as described in the applicable Class Environmental Assessment that is in the aggregate intended to achieve frequent, two-way, all-day rail service on a substantial portion of Metrolinx’s rail network through improved, expanded and electrified rail service, which is being delivered by Metrolinx or by Metrolinx in conjunction with Infrastructure Ontario, including the Project.
- (w) **“Project”** has the meaning ascribed thereto in Recital “A” and for greater certainty shall include:
 - (i) the design and construction of the new Kitchener Central Transit Hub including in multiple phases, including the Phase 1 Project which includes the Metrolinx Works and the Phase 1 Region Works, and Phase 2 which includes the Region’s Phase 2 Work and for greater certainty shall include all interfacing work elements of which will be owned by Metrolinx and the Region separately, such ownership as more particularly set out in Schedules “A” and “B”, following completion;
 - (ii) any work necessary to maintain road, pedestrian and rail traffic during construction and protect the natural environment;
 - (iii) any relocation of utilities or works relating to the mitigation of utility conflicts; work necessary to relocate any utility infrastructure; and
 - (iv) acquisition of any property interests required to facilitate the works associated with items (i), (ii) and (iii) above.
- (x) **“Rail Corridor”** has the meaning set out in Recital “A”.
- (y) **“Region”** has the meaning set out in the Recital “A”.
- (z) **“Region’s Approved Budget”** means the budget for Phase 1 Project which was approved by the Region as of the Effective Date, as may be increased from time to time. As of the Effective Date, the Region’s Approved Budget for Phase 1 Project is approximately \$33,000,000. An additional \$10,000,000 is allocated for the costs that Metrolinx will incur to deliver infrastructure as part of the scope of work related to the Region Project Infrastructure and Cost-Shared Scope. Payment of such \$10,000,000 has been provided directly from Ontario Ministry of Transportation (MTO) to Metrolinx on behalf of the Region, in accordance with Section 4(a). For greater certainty the Region has a separate approved budget for Phase 2 which is not apart of this Agreement.
- (aa) **“Region Project Infrastructure”** has the meaning set out in Recital “C”, as more particularly set out in Section A.3 of Schedule “A”.
- (bb) **“Specifications”** means written instructions, standards, practices, requirements and standards for products, equipment, systems, workmanship, quality and the services necessary for the performance of the Metrolinx Works, including, without limitation, the specifications schedule of the Construction Agreement.
- (cc) **“Tender”** has the meaning ascribed thereto in Section 5(a).

- (dd) **"Term"** means the term of this Agreement, which begins on the Effective Date and ends on the date that Metrolinx Works is complete and all applicable warranty periods have expired.

3. ROLES AND RESPONSIBILITIES

- (a) Metrolinx shall be responsible for the day-to-day program management of the Metrolinx Works, including planning, design, engineering, construction, testing and Commissioning, except to the extent otherwise set out in this Agreement. Metrolinx shall also support the Region in its discussions with Via Rail.
- (b) The Region shall be responsible for the day-to-day program management of the Phase 1 Region Works, including planning, design, engineering, construction, testing and commissioning, except to the extent otherwise set out in this Agreement.
- (c) The Parties shall address public communications in accordance with **Schedule "C"**, Public Communications.
- (d) Each of the Parties shall make its staff available and shall take all other appropriate steps to ensure decisions required to be made under the Construction Agreement are made in accordance with the timelines outlined in this Agreement.
- (e) The Region shall support Metrolinx, as reasonably as possible, in its performance of the Metrolinx Works, including by:
 - (i) coordinating with the City of Kitchener to obtain, or otherwise supporting Metrolinx to obtain, any permits or licences required including but not limited to those required from the City of Kitchener,
 - (ii) obtaining written confirmation from Via Rail on its future plans and timelines for operating in Kitchener, Ontario, including if and when it will operate out of Kitchener Central Transit Hub,
 - (iii) coordinating design of the non-Metrolinx works with the Metrolinx Works, and
 - (iv) ensuring that all Phase 1 Region Works are substantially completed in accordance with the Substantial Completion milestone identified in the Metrolinx project schedule for the Metrolinx Works attached as Schedule "G".
- (f) Any disputes between the Parties in respect of the matters raised in this Agreement shall be resolved in accordance with the dispute resolution mechanism set out in Schedule "D".

4. FINANCIAL MATTERS

- (a) The Parties agree that:
 - (i) Metrolinx shall be responsible for 100% of all capital construction costs associated with the completion of the Non-Cost Shared Scope as set out in Section A.1 of Schedule "A", including direct and indirect construction cost as well as costs for

project development and expended contingency, as well as HST and other applicable taxes;

- (ii) Subject to Section 4(d) below, the Region and Metrolinx shall each be responsible for 50% of all capital construction costs associated with the completion of the Cost-Shared Scope as set out in Section A.2 of Schedule “A”, including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes;
 - (iii) Subject to Section 4(d) below, the Region shall be responsible for 100% of all capital construction costs associated with the completion of the Region Project Infrastructure as set out in Section A.3 of Schedule “A”, including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes, as well as any additional scope elements or upgrades to the Metrolinx Works requested by the Region, agreed to by Metrolinx and detailed within a municipal infrastructure agreement executed by the Parties; and
 - (iv) The Region shall be responsible for 100% of all capital construction costs associated with the completion of the Phase 1 Region Works as set out in Section B.1 of Schedule “B”, including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes.
- (b) The Parties further agree that:
 - (i) In respect of the Metrolinx Works:
 - A. Metrolinx shall proceed to award the Construction Agreement for the Metrolinx Works to the successful bidder in accordance with Metrolinx procurement policies and procedures.
 - B. Contingent on Metrolinx Board’s approval to award the Construction Agreement to the successful bidder, neither Party shall be permitted to abandon any procurement process associated with the Metrolinx Works, including the Tender, unless the value of the successful bid is greater than Metrolinx’s approved budget of approximately \$78,872,000, inclusive of the maximum total contribution of \$10,000,000 from the Region’s Approved Budget for the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope.
 - (ii) In respect of the Phase 1 Region Works:
 - A. Contingent on the Region’s approval to award the construction agreement for the Phase 1 Region Works to the successful bidder, neither Party shall be permitted to abandon any procurement process associated with the Phase 1 Region Works unless the value of the successful bid is greater than the Region’s Approved Budget.

- (iii) In the event a Party elects to abandon the procurement process for the Metrolinx Works or for the Phase 1 Region Works pursuant to this Section 4(b), then such Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party. Within 60 days of any such termination, the terminating Party shall reimburse the other Party for any and all costs associated with the procurement process incurred by the non-terminating Party. If both Parties agree to abandon any of the procurement processes, then either Party may terminate this Agreement by giving 60 days advance written notice to the other and each Party shall bear its respective costs associated with the procurement processes.
- (iv) For clarity, if a Party elects to abandon the procurement process pursuant to this Section 4(b), then the other Party may, in its sole discretion, abandon any further efforts in relation to the Phase 1 Project, or any part thereof.
- (v) For clarity, if either Party elects to abandon a procurement process pursuant to this Section 4(b) but does not terminate the Agreement, that Party will diligently and expeditiously, in good faith, seek scope revision approval or additional funding to be granted by the appropriate authority within six (6) months from the procurement process abandonment or within such other period as otherwise agreed in writing.
- (c) The Ontario Ministry of Transportation has paid, on behalf of the Region, to Metrolinx a maximum contribution of \$10,000,000 of the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope as set out in Section 4(a), in satisfaction of the Region's financial obligations to Metrolinx for same.
- (d) Metrolinx agrees that the maximum total contributions of the Region for the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope shall be the total sum of \$10,000,000, being the grant as provided by the Ontario Ministry of Transportation. This maximum contribution shall not apply to Section 5(d) of this Agreement, i.e. if the Region wishes to effect a Change Order in respect of work relating to or impacting the Region Infrastructure and the Cost-Shared Scope that is for the Region's sole benefit.

5. DESIGN, TENDER AND BUILD

- (a) Metrolinx and the Region acknowledge and agree that the Metrolinx Works will be procured through a competitive procurement process(es) coordinated and managed by Metrolinx, which may include a request for proposals or tenders (the "Tender"). The terms of the construction agreement (the "Construction Agreement") that will be executed between Metrolinx, and the successful bidder as contractor (the "Contractor"), will govern the terms of the construction of the Metrolinx Works. The Contractor shall be responsible for constructing the Metrolinx Works, including the Cost-Shared Scope and Region Project Infrastructure in accordance with the terms of the Construction Agreement. Once the Metrolinx Works has achieved Substantial Completion pursuant to the Construction Agreement (the "Substantial Completion"), the Region shall be solely responsible for the operation and maintenance of the Region Project Infrastructure in accordance with the licence, operations and maintenance agreements that the Parties intend to enter as further

described in Section 8, save and except for those works covered by the Contractor's warranty obligations under the Construction Agreement.

- (b) Metrolinx shall provide the Region with the opportunity to provide comments on: (i) the development of the design and specifications prior to the issuance of the Tender, and (ii) all work submittals that will be delivered by the Contractor under the Construction Agreement, each of (i) and (ii) to the extent it directly relates to the Region Project Infrastructure and the Cost-Shared Scope. Comments must be submitted by the Region to Metrolinx within fifteen (15) Business Days from receipt of such information delivered by Metrolinx or the Contractor. If no comments are provided within fifteen (15) Business Days, approval of such information or submittals, as the case may be, shall be deemed to have been given by the Region. Metrolinx will provide the Region with a schedule of upcoming submission dates, key project details, and milestones.
- (c) Where any comments made by the Region relating to the Region Project Infrastructure and the Cost-Shared Scope that do not align with the Construction Agreement, Metrolinx shall act responsibly and attempt to address them with the Contractor. If either Metrolinx or the Contractor disputes whether a particular comment is inconsistent with the Construction Agreement, Metrolinx shall provide the Region with notice of the dispute and the Region shall forthwith decide whether to withdraw its comment or advance its comment through dispute resolution or a Change Order.
- (d) If the Region wishes to effect a Change Order in respect of work relating to or impacting the Region Project Infrastructure and the Cost-Shared Scope, unless otherwise set out in Section 4, the Region shall be solely responsible for all costs associated with developing, paying for and implementing the Change Order, including any costs payable to the Contractor under the Construction Agreement in connection with the preparation of a Change Order estimate, and costs resulting from a delay to the overall Metrolinx Works schedule that is required to accommodate the Change Order. Any Change Order shall be implemented by Metrolinx pursuant to the Change Order procedure under the Construction Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Metrolinx shall have the right, in its sole and absolute discretion, to reject any comment or Change Order which would constitute a change in the essential nature of the Metrolinx Works or the Region Project Infrastructure, increase the risk of Metrolinx vis-à-vis the Contractor, or would have a material and adverse effect on the Contractor's ability to perform the work in accordance with the Construction Agreement.

6. CONSTRUCTION

- (a) Metrolinx shall be responsible for managing, directing and supervising, or causing to be managed, directed and supervised, all construction activity related to the Metrolinx Works.
- (b) Subject to the rights of the Contractor under the Construction Agreement, if the Region requires access to the Metrolinx Works site for purposes of maintaining and operating the existing region infrastructure, Metrolinx will permit the Region and the Region's contractors and consultants to access the Metrolinx Works work area for such purposes at no charge, subject to full compliance with Construction Agreement requirements and all relevant provisions of this Agreement by the Region and its contractors and consultants.

Also, during the construction phase of the Metrolinx Works, the Region shall, and shall cause its contractors, to comply with the instructions of the Contractor relating to matters of health and safety when accessing the work area and coordination and scheduling of any work to be performed by the Region or its contractors. The Region shall ensure its contractors have insurance coverage as would be required by a prudent owner similarly situated and coordinate such coverage with Metrolinx and the Contractor. Such insurance shall provide for liability insurance of not less than \$10,000,000 per occurrence and include Metrolinx as an additional insured. When accessing the Metrolinx Works work area, the Region shall minimize any interference with the Contractor's ability to perform its work.

- (c) Attached hereto as Schedule "E" – Project Site Plan is a preliminary description of the Metrolinx Works site. Those parts of the Metrolinx Works site which are located on rights of way and other land owned by the Region are designated as "Region Lands" therein. The Parties acknowledge that the site description and designation of Region Lands therein shall be updated based on the final design of the Metrolinx Works. The Region shall grant, or cause to be granted, to Metrolinx the right to access, occupy and use the Region Lands at nominal cost as may be reasonably required to facilitate the construction of the Metrolinx Works by the Contractor, subject to the conditions of the applicable licence agreements which the Parties will enter into no later than the contract award milestone date as provided in Schedule "G" herein. The Parties, from time to time, will agree in writing on the beginning and end of the term for any licence agreement of Region Lands as well as the exact locations.
- (d) Metrolinx and the Region shall work together to establish a process and timelines for the review and approval of applications for permits, licences and approvals required to construct the Metrolinx Works, including the Contractor Permits, and the issuance of such permits, licences and approvals. Metrolinx and the Region shall work together to identify fees and approval times and requirements for applicable permits, licences and approvals. The Region shall process all applications and requests, if any, in an expeditious manner having regard to Metrolinx Works' schedule and Metrolinx's obligations under the Construction Agreement. The Region shall provide reasonable assistance and bear its own costs associated with obtaining any required permits, licences and approvals. The Region acknowledges and agrees that it shall process all applications for the Contractor Permits, if any, in a timely manner notwithstanding that Metrolinx is not required to enter into site plan agreements with respect to the Metrolinx Works. The Region shall meet internally with staff and Metrolinx to discuss and resolve permitting issues as required.
- (e) Metrolinx shall co-ordinate all construction activities relating to the Region Project Infrastructure with the Region so the impact on Region services and operations is minimized.
- (f) Metrolinx shall provide to the Region for review and approval all design changes and Change Orders made during construction of the Metrolinx Works which impact Region Project Infrastructure. In the event the Contractor is entitled to a Change Order as of right under the Contract Agreement, Metrolinx shall mitigate any impact of such Change Order on the Region Project Infrastructure, but the Region shall be bound by the terms of such Change Order once they are determined in accordance with the Change Order Procedure under the Construction Agreement.

- (g) The Region shall be entitled to attend all pre-construction and construction site meetings relating to work on the Metrolinx Works which impacts the Region Project Infrastructure and the Cost-Shared Scope.
- (h) The Region, may, at any time after the date of the Construction Agreement, on providing Metrolinx with 15 Business Days' Notice, require a joint interim inspection with Metrolinx and the Contractor of the Region Project Infrastructure to be carried out for the purposes of:
 - (i) Assessing whether the Region Project Infrastructure has been constructed in accordance with the Specifications and is otherwise in compliance with the requirements of the Construction Agreement; and
 - (ii) Identifying any defects or deficiencies to the Region Project Infrastructure.
- (i) In addition to the joint inspections that may be carried out pursuant to **Section 6(h)**, a joint warranty inspection of the Region Project Infrastructure shall be carried out no earlier than 60 days and no later than 30 days prior to the end of the applicable warranty period for the Region Project Infrastructure.
- (j) All Region inspectors and site visitors will adhere to the security, safety and rail corridor access protocols and requirements imposed by Metrolinx or the Contractor at each specific job site relating to the relocation, modification, construction, reconstruction or protection of Region Project Infrastructure and/or any other work being carried out by Metrolinx for purposes of the Metrolinx Works on the Region Lands and will sign in at the site construction office.
- (k) Metrolinx shall include as part of the Construction Agreement a term requiring the General Contractor to vacate any claims for liens preserved by its subcontractor or sub-subcontractors on the Region Lands

7. COMMISSIONING AND ACCEPTANCE

- (a) For greater certainty, this Section 7 applies to the part of Metrolinx Works' infrastructure that will be owned by the Region as detailed in Schedule "A" herein (the "**Region-Owned Works**").
- (b) The commissioning and handover of the Region-Owned Works shall be performed in accordance with the requirements of Schedule 8 - Outline Commissioning Program and Handover ("Schedule 8") of the Construction Agreement. During the design process and prior to tender release, the Region shall be given the opportunity to comment on the commissioning and handover protocols to be set out in Schedule 8, which schedule, once finalized, will form part of the Construction Agreement. Metrolinx shall consider such comments in good faith and act reasonably in developing Schedule 8 insofar as it relates to the Region-Owned Works. During the implementation of Schedule 8 under the Construction Agreement, the Region shall either confirm its acceptance of the Region-Owned Works or provide a list of Major Deficiencies that require correction. Once any such Major Deficiencies are certified to be completed under the Construction Agreement, but subject to the right to dispute such determination thereunder, the Region shall confirm its acceptance of the Region-Owned Works.

- (c) Metrolinx shall make reasonable efforts to ensure that Schedule 8 of the Construction Agreement includes the following:
- (i) Metrolinx shall notify the Region upon the Substantial Completion of the Region-Owned Works to arrange a final inspection.
 - (ii) Upon completion of a final inspection and before acceptance of the Region-Owned Works by the Region, Metrolinx shall:
 - A) Promptly correct, at its sole expense, any defects or deficiencies identified by the Region during a final inspection which were caused by Metrolinx or its contractor in constructing the Region-Owned Works that, if uncorrected, would impede or restrict the intended use of the asset or infrastructure (“Major Deficiencies”) with all other deficiencies (“Minor Deficiencies”) to be corrected within reasonable timeframe but no later than the final completion date under the Construction Agreement;
 - B) Provide to the Region the closeout documents for the Region-Owned Works accompanied with a letter of general conformance from the engineer of record with respect thereto; and
 - C) Remove all construction equipment, material and debris from the construction area and, save and except the finished Region-Owned Works, shall restore the construction area to as close to the same condition as existed prior to the commencement of the Region-Owned Works or as otherwise agreed by the Parties.
- (d) Warranty
- (i) Metrolinx warrants that the Region-Owned Works completed under this Agreement by Metrolinx, the Contractor or Metrolinx Employees shall be of first-class quality standards and shall be free of defects in workmanship, materials and design and shall be constructed in accordance with the design reviewed by the Region. This warranty shall cover defects and deficiencies in the workmanship or material. This warranty shall be in effect for a period of two (2) years from the date of the Substantial Completion of the works (the “Warranty Period”). Repairs conducted under warranty shall include costs for labour and material, including the costs of removal and replacement of defective or otherwise unacceptable materials.
 - (ii) The foregoing warranty provision does not deprive the Region of any action, right or remedy otherwise available to the Region for the failure of Metrolinx to fulfill its obligations and responsibilities under this section and would not be construed as a waiver of claims in favour of Metrolinx or as a limitation on the time in which the Region may pursue such other action, right or remedy.
 - (iii) Metrolinx agrees to pursue the remedies available under the Construction Agreement to correct any defects and deficiencies that the Region identifies with respect to the Region-Owned Works during the Warranty Period. Metrolinx shall pursue such claim in good faith and exercise its rights under the Construction Agreement with respect to warranties of the Region-Owned Works. The Region agrees that it shall

be bound by the final determination of any matter under Schedule “D” - Dispute Resolution Protocol. Metrolinx shall cause the Contractor to provide the Region with record drawings, prepared by the engineer of record, for the Region-Owned Works following the achievement of final completion under the Construction Agreement.

- (iv) If, at any time during the Warranty Period, Metrolinx is unable to correct any defect or deficiency (other than those defects or deficiencies attributable to the Region’s improper use) that, if not corrected within the time period required by the Region, acting reasonably, can reasonably be expected to create a serious threat to the health, safety or security of persons or the public or to essential services, the Region may take emergency steps that are reasonable and appropriate to make such repair or replacement of the applicable Region-Owned Works. The Region shall notify Metrolinx within 24 hours of the emergency action it has undertaken. Such steps taken by the Region shall not invalidate any warranties in respect of the Region-Owned Works except in the case of damage caused by the Region to the Region-Owned Works.

8. LICENCE, OPERATIONS AND MAINTENANCE

- (a) No later than three months after the award of the Construction Agreement, or unless mutually agreed otherwise in writing, the Parties shall negotiate in good faith in order to enter into a licence and operations and maintenance agreements for, including but not limited to:
 - (i) the multiuse path;
 - (ii) the Region to access, install, and maintain equipment on Region Project Infrastructure located within the Rail Corridor; and
 - (iii) Metrolinx to access, install, and maintain equipment, including signage, on Region Lands.
- (b) The Parties agree to reciprocal nominal licence fees between Metrolinx and the Region for each of the licence and operations and maintenance agreements arising from this section.
- (c) The Region and Metrolinx shall negotiate in good faith in order to enter into an Agreement of Purchase and Sale for the conveyance of certain Region Lands (as identified in Schedule “E” herein) from the Region to Metrolinx. The Parties acknowledge and agree the said conveyance shall be for fair market value, as determined by a qualified appraiser. The Parties further acknowledge and agree the said conveyance shall be subject to the Region’s Disposal of Land By-Law.
- (d) The Region and Metrolinx shall negotiate in good faith in order to enter into a grade separation agreement in regards to the Duke Street West rail-carrying bridge, with tracks and station platforms, over a multiuse path that includes the scope of work, roles and responsibilities during design and construction, asset ownership, and operations and maintenance responsibilities.

9. ACCESS

- (a) Subject to the terms and conditions contained within this Agreement the Region hereby grants to Metrolinx, together with Metrolinx employees and the Contractor, permission in the nature of a licence to enter onto the Region Lands for the facilitation of (i) completing the Metrolinx Works, subject to the conditions of the applicable licence agreement., and (ii) fulfilling any warranty obligations following completion of the Metrolinx Works, subject to 48 hours prior written notice to the Region, except in the event of an emergency, in which case no notice will be required to be given prior to the time of entry, but written notice shall be given shortly thereafter, acting reasonably. The Parties agree that a nominal licence fee shall apply for the licence agreement over the Region Lands.

10. NOTICES & REPORTING

- (a) Metrolinx shall immediately notify the Region, in writing, of the following:
- (i) any extension to or other Change Order of the Metrolinx Works schedule that varies the time contemplated in the Tender documents or Construction Agreement for work on the Region Project Infrastructure or on the Region Lands.
 - (ii) all significant developments during the construction of the Metrolinx Works that affect work on the Region Project Infrastructure or Region Lands.
 - (iii) any omission or other act constituting a material default or event of default on the part of the Contractor in relation to work on Region Project Infrastructure or Region Lands.
 - (iv) any proposed decision where the effect thereof may reasonably be expected to materially affect any one or more of the following:
 - A. the functionality, safety or integrity of any part of the Region Project Infrastructure; or
 - B. the Metrolinx Works' budget as it relates to the Region Project Infrastructure.
- (b) The Region shall immediately notify Metrolinx of any and all significant developments during construction that may affect work on the Metrolinx Works, including the Region Project Infrastructure.

11. CONFIDENTIALITY

- (a) During and following the Term, all parties shall:
- (i) keep all Confidential Information confidential and secure;
 - (ii) restrict the disclosure of Confidential Information to only those employees or agents (including contractors and consultants) who have a need to know it and who have been specifically authorized to have such disclosure;

- (iii) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing information required under this Agreement, or except if required by law or by order of a court or tribunal), without first obtaining:
 - A. the written consent of the disclosing Party and
 - B. in respect of any Confidential Information about any third-party, the written consent of such third-party;
- (iv) provide Confidential Information to the disclosing Party on demand; and
- (v) return all Confidential Information to the disclosing Party before the expiry of the Term, with no copy or portion retained.
- (b) If the receiving Party or any of its directors, officers, employees, agents, representatives or advisors are legally required to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt notice to that effect in order to allow the disclosing Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the disclosing Party and its legal counsel to the fullest extent.
- (c) Notwithstanding Section 10(a), Metrolinx shall have the right to disclose the terms of this Agreement to the proponents who are participating in the request for proposals issued by Metrolinx in respect of the Metrolinx Works, provided that such proponents are subject to obligations of confidentiality similar to those contained in this Section 10.
- (d) To the extent required under the terms of the Tender or the Contract Agreement in order to permit Metrolinx to disclose certain proponent or Contractor information as contemplated under this Agreement, the Region shall execute a confidentiality agreement in substantially the same form as is commonly used in tenders and projects of similar nature in the Province of Ontario, and the Region shall cause any third party, including without limitation its professional advisors and consultants, who requires a copy of such confidential information to execute the same agreement prior to the release of such confidential information.

12. INSURANCE – METROLINX

- (a) Metrolinx shall carry or cause the Contractor and its subcontractors to maintain, at minimum, and at their respective sole cost and expense, commercial general liability insurance or wrap up liability insurance and builders' risk insurance in the standard forms and amounts used in procurement projects of comparable size in the Province of Ontario and at acceptable levels as would a prudent contractor of similar size and project size and scope. It shall be the sole responsibility of each Party and their broker to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement. Any such additional insurance shall be obtained and maintained at the sole cost of each Party.
- (b) Metrolinx shall cause the Region to be added as an additional insured or loss payee (where applicable) on such policies. Metrolinx shall ensure 30-day cancellation notice is provided on the contractor's and their certificates as well as being endorsed for cross liability and

severability of interest. Any insurance or self-insurance maintained by the Region and any other person insured under the policy shall be considered excess of Metrolinx or the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter Metrolinx or the Contractor's obligation to fully indemnify the Region under this Agreement.

- (c) Metrolinx shall, at the Region's request throughout the term of the Construction Agreement, cause the Contractor to provide proof of insurance to the Region in the form of certificate of insurance satisfactory to the Region, acting reasonably. The Region shall be an additional insured on such contractors' policies, where applicable.
- (d) The Region shall maintain insurance as specified in Section 6(b) of this Agreement. The Region shall, at Metrolinx's request throughout the term of the Construction Agreement, provide proof of insurance to Metrolinx in the form of a certificate of insurance satisfactory to Metrolinx, acting reasonably.
- (e) Each Party confirms that they have and will maintain sufficient insurance for claims arising from the activities outlined within this Agreement to respond to any claims, demands or actions commenced or arising out of this Agreement.

13. INDEMNITY

- (a) Metrolinx shall cause the Region to be added as an indemnified person pursuant to the indemnity in favour of Metrolinx provided by the Contractor under the Construction Agreement.

14. REAL PROPERTY AND ENCUMBRANCES

- (a) The Parties shall work together to identify any real property or encumbrances applicable to the Metrolinx Works.

15. THIRD PARTY ASSETS

- (a) The components that are set out in Schedule "F" - "Third Party Assets" will be owned and maintained by a party other than the Region or Metrolinx, as indicated.

16. TERMINATION

- (a) This Agreement may be terminated in any of the following circumstances:
 - (i) by either Party, in its sole and absolute discretion and for any reason whatsoever, at any time prior to the Submission Deadline under the Tender;
 - (ii) by Metrolinx, in its sole and absolute discretion:
 - A. at any time prior to Financial Close (as defined in the Construction Agreement) for any reason whatsoever;
 - B. in the event the Project is terminated; and

- C. in the event there is material change in the scope of work to be conducted under the Project, the Metrolinx Works, and/or the Construction Agreement, such that the Region Project Infrastructure is no longer essential in nature, as determined by Metrolinx, acting reasonably.
- (b) In the event this Agreement is terminated pursuant to Section 16.(a)(ii), Metrolinx shall reimburse the Region for all reasonable, out-of-pocket costs that the Region has incurred as of the date of termination of this Agreement in connection with third party consulting and/or technical advice relating to the Region Project Infrastructure.

17. OTHER MATTERS

- (a) Entire Agreement

This Agreement constitutes the entire agreement between Metrolinx and the Region relating to the subject matter described herein and supersedes all prior negotiations, representations or agreements, whether written or verbal.

- (b) Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

- (c) Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

- (d) Assignment

This Agreement shall not be assigned by one Party without the written consent of the other.

- (e) Independent Parties

This Agreement does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Agreement, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.

- (f) Third Party Beneficiaries

This Agreement is made solely for the benefit of the Parties and, to the extent expressly and specifically stated, any other parties made beneficiaries of this Agreement. No terms of this Agreement shall be deemed to confer upon any other third parties any claim, remedy, reimbursement or other right.

(g) Notice

- (i) Notices under this Agreement shall be in writing and sent by e-mail, courier or by registered mail. Notices by registered mail shall be deemed to have been received on the fourth Business Day after the date of mailing. Notices by e-mail or courier shall be deemed to have been received at the time it was delivered. In the event of an interruption in postal service, notice shall be given by courier. Unless otherwise noted, notices shall be sent to:

in the case of the Region:

150 Frederick Street, 4th Floor
Kitchener, ON N2G 4J3

Attention: Director, Facilities & Fleet Management
Project Director, Kitchener Central Transit Hub

Email: amoss@regionofwaterloo.ca

with a copy to:

150 Frederick Street
Kitchener, ON N2G 4J3

Attention: Senior Project Manager, Facilities Project Management

Email: cdewys@regionofwaterloo.ca

and, in the case of Metrolinx:

10 Bay Street, Floor 13
Toronto, ON M5J 2W3

Attention: Director, Extensions Kitchener & Lakeshore West,
Capital Projects Group

Email: george.marijan@metrolinx.com

with a copy to:

Attention: Project Manager, Extensions Kitchener,
Capital Projects Group

Email: ilir.angjeli@metrolinx.com

with a copy to:

97 Front Street West
Toronto, ON M5J 1E6

Attention: Vice President, Legal Services
Email: michael.kitagawa@metrolinx.com

- (ii) Any notice under this Agreement, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by means of electronic communication before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by means of electronic communication after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be deemed to be delivered on the next Business Day.

(h) Amendments

Except as expressly provided in this Agreement, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by both Parties.

(i) Waiver

Neither Party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing, and the failure by a Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

(j) Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.

(k) Further Assurances

Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

(l) Time is of the Essence

Time is of the essence in this Agreement.

(m) Counterparts

This Agreement and any amendment hereto may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that any Party providing its signature in electronic form shall promptly forward an original signed copy of this Agreement, or any amendment hereto.

[EXECUTION PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Cost Sharing Agreement through their duly authorized officers.

THE REGIONAL MUNICIPALITY OF WATERLOO

Signature:  _____
Name: wayne Steffler
Title: Commissioner of Corporate Services
Date: 5/12/2025 | 12:53:25 EDT

Signature: _____
Name: _____
Title: _____
Date: _____

METROLINX

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

SCHEDULE “A”
METROLINX WORKS

The “**Metrolinx Works**” is comprised of:

A.1 Non-Cost Shared Scope

The Non-Cost Shared Scope (100% cost contributions by Metrolinx) includes the construction of:

	Scope Description	Asset Ownership
i.	Two mainline tracks	Owned 100% by Metrolinx
ii.	Two side platforms, with mini-platforms, and platform amenities such as canopies, and shelters	Owned 100% by Metrolinx
iii.	A station tunnel near Waterloo Street, City of Kitchener, with stairs and elevator access to both platforms	Owned 100% by Metrolinx
iv.	Metrolinx fare payment system devices and static and digital signage at access points	Owned 100% by Metrolinx
v.	Service building located at the north-west end of the site as per the design drawings	Owned 100% by Metrolinx

A.2 Cost-Shared Scope

The Cost-Shared Scope (50% cost contributions by Metrolinx and 50% cost contributions by the Region subject to the Region’s maximum contribution as set out in Section 4(d) of this Agreement) includes the construction of:

	Scope Description	Asset Ownership
i.	A grade-separated crossing at Duke Street West featuring a rail-carrying bridge over a multiuse path, including construction of the multiuse path along Duke Street West between Breithaupt Street and Victoria Street North with pedestrian connections to the platforms.	Ownership of rail assets and road assets is as defined in the Duke Street West grade separation agreement.
ii.	Reconfiguration of Duke Street West between the north end of the north platform and Breithaupt Street. For clarity multiuse path is not included in the scope of reconfiguration of Duke Street West.	Ownership of rail assets and road assets is as defined in the Duke Street West grade separation agreement.

iii.	A retaining wall parallel to the tracks on the south side of the rail corridor between Metrolinx's rail right-of-way and Region lands.	Owned 100% by Metrolinx
iv.	Utility relocation due to Metrolinx work.	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
v.	Removal of watermain on Duke Street West starting approximately south of the multiuse path tunnel as shown on drawing C-211 included in Schedule "H".	Not Applicable
vi.	Finished asphalt surface on the multiuse path from Breithaupt Street to the south end of the multiuse path tunnel.	Owned 100% by the Region
vii.	Relocation of the service line south of the rail corridor from the watermain to the 70 Victoria Street North property and relocation of the private fire hydrant	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
viii.	Lighting of the multiuse path between the south end of the multiuse path tunnel and Breithaupt Street.	Owned 100% by the Region

A.3 Region Project Infrastructure

The Region Project Infrastructure (100% cost contributions by the Region subject to the Region's maximum contribution as set out in Section 4(d) of this Agreement) includes the construction of:

	Scope Description	Asset Ownership
i.	Modifications to the south retaining wall to accommodate two bike storage rooms, two bus shelters and a satellite service room beneath the south side platform. Equipment installation and fit-up of these areas is not included	Owned 100% by Metrolinx
ii.	Structural work for the station tunnel near King Street, City of Kitchener, from the south retaining wall to the north station platform, to provide direct access from the Phase 2 station building to the north platform. Equipment installation and fit-up of the tunnel, including pedestrian connections to the platforms, is not included.	Owned 100% by Metrolinx

SCHEDULE “B”**THE REGION WORKS****B.1 The Phase 1 Region Works**

The Phase 1 Region Works (100% cost contributions by the Region) includes the construction of:

	Scope Description	Asset Ownership
i.	Permanent closure of Duke Street West between Victoria Street North and Breithaupt Street	Owned 100% by the Region
ii.	100-year storm sewer relocation from existing retaining wall draining property north of rail right-of-way	Owned 100% by the Region
iii.	Equipment installation and fit-up of the two bike storage rooms, two bus shelters and a satellite service room beneath the south side platform	Owned 100% by the Region
iv.	Reconfiguration of Duke Street West between the south end of the south platform and Victoria Street North including the bus loop featuring 3 Metrolinx bus bays, 2 GRT bus bays, and 1 GRT Mobility Plus bay.	Owned 100% by the Region
v.	Passenger Pick-up and Drop-off (PUDO) in alignment with Metrolinx’s station access plan	Owned 100% by the Region
vi.	Secured bicycle parking spaces	Owned 100% by the Region
vii.	Parking space allotments to align with the requirements identified in the transfer payment agreement with the Ministry of Transportation	Owned 100% by the Region
viii.	Multiuse trail bridge over King Street West with ramp connecting to the bus loop	Owned 100% by the Region
ix.	Pedestrian connections from the local road network and station access facilities to stairs at Metrolinx rail platform access points	Owned 100% by the Region
x.	Watermain relocation from approximately the south end of the multiuse path tunnel to Victoria Street North (refer to the drawing C-211 included in Schedule “H”)	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
xi.	Hydro connection (refer to the drawing E-137 included in Schedule “H”)	Owned 100% by the Region

xii.	Lighting of the multiuse path between the south end of the multiuse path tunnel and Victoria Street North	Owned 100% by the Region
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B.2 Phase 2 Region Works

The Phase 2 Region Works (100% cost contributions by the Region) will consist of:

- New station building including connection to future station building tunnel near King Street.
- Expansion of the bus loop to provide a total of 3 Metrolinx bus bays, 3 GRT bus bays, 1 GRT Mobility Plus bay, and 1 intercity bus bay.
- Equipment installation and fit-up of the future station building tunnel and accessible connections near King Street, including construction of a stairwell and enclosure at platform level and installation of an elevator and elevator vestibule at platform level.

SCHEDULE “C”

PUBLIC COMMUNICATIONS

Metrolinx and the Region agree to undertake joint communications activities and look for opportunities for open, transparent, effective and pro-active communications, including the joint messaging for the Phase 1 Project.

While each Party will generally be responsible for providing responses to inquiries relating to their scope of work and for communications to customers regarding their respective service changes, both Parties have the ability to review communications of the other prior to such communication being issued.

JOINT COMMUNICATIONS WORKING GROUP

A Joint Communications Working Group (“JCWG”) will be established to advise and provide support for all communications and public information activities related to the project(s). The JCWG shall be comprised of at least one representative from each Party and other specialized staff as required.

A representative from Metrolinx and the Region will co-chair the JCWG, alternating duties as required.

The JCWG shall develop templates for project-specific and broad communications about the project(s), and those materials will be jointly approved.

The JCWG will develop and endeavour to keep up to date a master project schedule that outlines all key projects, milestones, issues, approvals and associated communications materials requiring development and approval. Where appropriate, communications materials will be reviewed and approved by each group’s program executive representatives.

The JCWG will develop a protocol for issues management and share information and coordinate messaging to ensure the public is well-informed.

PROJECT SPECIFIC COMMUNICATIONS

Metrolinx and the Region may develop joint information material, brochures, signage, construction notices and website material to inform stakeholder and community groups, and the public about the project(s).

Metrolinx is responsible for drafting messaging for communications related to the Metrolinx Works, as well the interaction and impacts of Phase 1 Region Works to Metrolinx services, facilities, and properties.

The Region is responsible for drafting messaging for communications related to the Phase 1 Region Works, as well as the interaction and impacts of the Metrolinx Works to Region services, facilities, and properties, as well as messaging related to the closure of the Duke Street level crossing. All messaging will be jointly shared for both Parties to review.

Public and media inquiries received by the Region related to the Metrolinx works will be promptly forwarded to Metrolinx to lead the development of the response. Similarly, public and media inquiries received by Metrolinx related to the Phase 1 Region Works will be promptly forwarded to the Region to lead the development of the response.

Metrolinx may need to convey its own independent messages on the Metrolinx Works and before doing so, will provide notice of Metrolinx's intention to do so, and Metrolinx's messaging will be shared with the Region for information.

The Region may need to convey its own independent messages on the Phase 1 Region Works and before doing so, will provide notice of the Region's intention to do so. The Region's messaging will be shared with Metrolinx for information.

Parties may be required to host stakeholder, community and elected official briefings to respond to questions or share project progress and updates. Whereby the focus of the briefing is related to Metrolinx Works, Metrolinx may undertake the briefing and update the Region as required. Whereby the focus of the briefing is related to Phase 1 Region Works, the Region may undertake the briefing and update Metrolinx as required. It may be determined that Metrolinx and the Region undertake joint briefings to ensure consistent and comprehensive information. Metrolinx and the Region may request support from the other Party in the development and review of briefing material, or to have a presence at briefings when it may be beneficial to the outcome of the briefing.

The coordination of major announcements and media events related to Phase 1 Project will be jointly coordinated by Metrolinx and the Region. Media events and announcements related to the Phase 1 Project will not occur without the prior knowledge and agreement of both Parties. Media events and announcements include, but are not limited to, news conferences, public announcements, media and stakeholder tours, official events or ceremonies, and new releases.

Designated spokespersons will be identified by each Party for major announcements, issues management and media inquiries (where required).

SCHEDULE “D”**DISPUTE RESOLUTION PROTOCOL****A. Definitions**

“Effective Date” means the date this Agreement was signed and came into effect;

“Notice of Referral” means a notice in writing from a Party to each member of the Steering Committee or Executive Committee, as applicable, with a copy to the other Party specifying the nature of the Dispute with reasonable particularity and the relief or remedy sought.

B. Principles

- (a) The Parties will endeavour to remedy or resolve disputes in good faith by amicable negotiations and to facilitate a resolution. Each Party shall provide frank, candid and timely disclosure of relevant facts, information and documents to the other Party. The Parties agree that all disputes will be resolved in accordance with this Dispute Resolution Protocol and that they will not have recourse to the courts or to any other form of dispute resolution in respect of any disputes.
- (b) No action or failure to act by a Party shall constitute a waiver by such Party of a dispute nor shall any such action or failure to act constitute an approval
- (a) or acquiescence in respect of a dispute except as agreed to in writing or resolved in accordance with this Dispute Resolution Protocol.
- (b) The Parties agree that timely resolution of any dispute is mutually beneficial and that, accordingly, the time limits set out herein will be strictly enforced unless otherwise agreed to by the Parties.

C. Steering Committee

The Steering Committee shall consist of at least one member appointed by the Region, from time to time, and at least one member appointed by Metrolinx, from time to time. All appointees shall be appropriately qualified by experience and training in respect of the development and construction of the Project. Committee members may include VPs, EVPs, Head Sponsors, Executive Directors and Project Directors. Each Party to the Steering Committee may appoint one or more delegates to attend in the absence of a regular member by notice to the other Party in accordance with this Agreement.

The Steering Committee will meet on an as needed basis and if requested by any Party to meet:

- (a) to discuss and endeavor to identify and resolve issues and problems related to the implementation of the Program on a consensual basis;
- (b) to coordinate communications and approval of major announcements;
- (c) to identify emerging problems and develop proposed solutions for such problems; and

- (d) to provide a forum for the resolution of disputes, all in order to support completion of the Program on time and on budget.

The Steering Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of the Region as owner of the Region Project Infrastructure. Each Party may designate a reasonable number of additional representatives, if required, to attend and participate as requested in meetings and deliberations of the Steering Committee with respect to specific issues. The Metrolinx member shall act as the Chair of each meeting with each Party appointing a secretariat representative to coordinate and broker agendas, action logs, etc.

All recommendations and decisions of the Steering Committee must be approved in writing by the Steering Committee members by way of decision notes, minutes, and/or action logs. Any matters that cannot be agreed upon within a reasonable timeframe shall be escalated per the Dispute Protocol in Section F of this Protocol.

D. Executive Committee

The Executive Committee shall consist of Metrolinx's CEO and an equivalent member appointed by the Region, including, but not limited to the Region's CAO and/or the Commissioner of Transportation Services. Appointees shall be from the executive level of management, appropriately qualified by experience and training in respect of the development and construction of the Project.

The Executive Committee which will meet on an as need basis to discuss matters pertaining to the Program, including without limitation, to resolve issues that are escalated through the governance structure from the Steering Committee.

The Executive Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of the Region as owner of the Region. The President and Chief Executive Officer of Metrolinx will act as Chair at meetings of the Committee.

All recommendations and decisions of the Executive Committee must be unanimously approved in writing by the Executive Committee members by way of decision notes, minutes and/or action logs. Any matters that cannot be unanimously agreed upon within a reasonable timeframe shall be escalated per the Dispute Protocol in Section F of this Protocol.

E. Referrals

1. Referral to Steering Committee

Disputes not able to be resolved in a timely manner shall be referred to the Steering Committee by any Party delivering a Notice of Referral to the Steering Committee, and the Parties shall not have recourse to the courts or otherwise in respect of disputes. The Steering Committee shall schedule an ad hoc meeting within five (5) Business Days of receipt of a Notice of Referral that notes such dispute as urgent and will attempt to negotiate a resolution of such dispute within ten (10) days (unless a Party notifies the members of the Steering

Committee and the other Parties that the dispute must be dealt with on an urgent basis, in which case the Steering Committee shall endeavor to resolve the dispute on an expedited basis). If the Steering Committee is unable to resolve the dispute within the time stipulated above, the Steering Committee shall refer the dispute to the Executive Committee. Deliberations of the Steering Committee shall be on an entirely without prejudice basis in any subsequent proceedings, including before the Executive Committee.

2. Referral to Executive Committee

The Executive Committee shall meet as soon as possible after the dispute has been referred to and will attempt to negotiate a resolution of the dispute within ten (10) days of the dispute being referred to it (unless a Party notifies the Executive Committee and the other Parties that the dispute must be dealt with on an urgent basis, in which case the Executive Committee shall endeavor to resolve the dispute on an expedited basis). Deliberations of the Executive Committee shall be on an entirely without prejudice basis in any subsequent proceedings. During the subsistence of a dispute the construction and other work on the Project shall continue uninterrupted.

SCHEDULE “E”

PROJECT SITE PLAN

(Note: The exact location and term shall be set out in respective license agreement(s))

See attachment on next page.



SCHEDULE “F”

THIRD PARTY ASSETS

None.

SCHEDULE “G”**PROJECT DELIVERY SCHEDULE – METROLINX WORKS**

Milestone	Proposed Baseline
Detailed Design Completed	July 4, 2025
Tender in Market	October 31, 2025
Contract Award	March 24, 2026
Substantial Completion	August 20, 2029
Total Completion of the Work	April 17, 2030

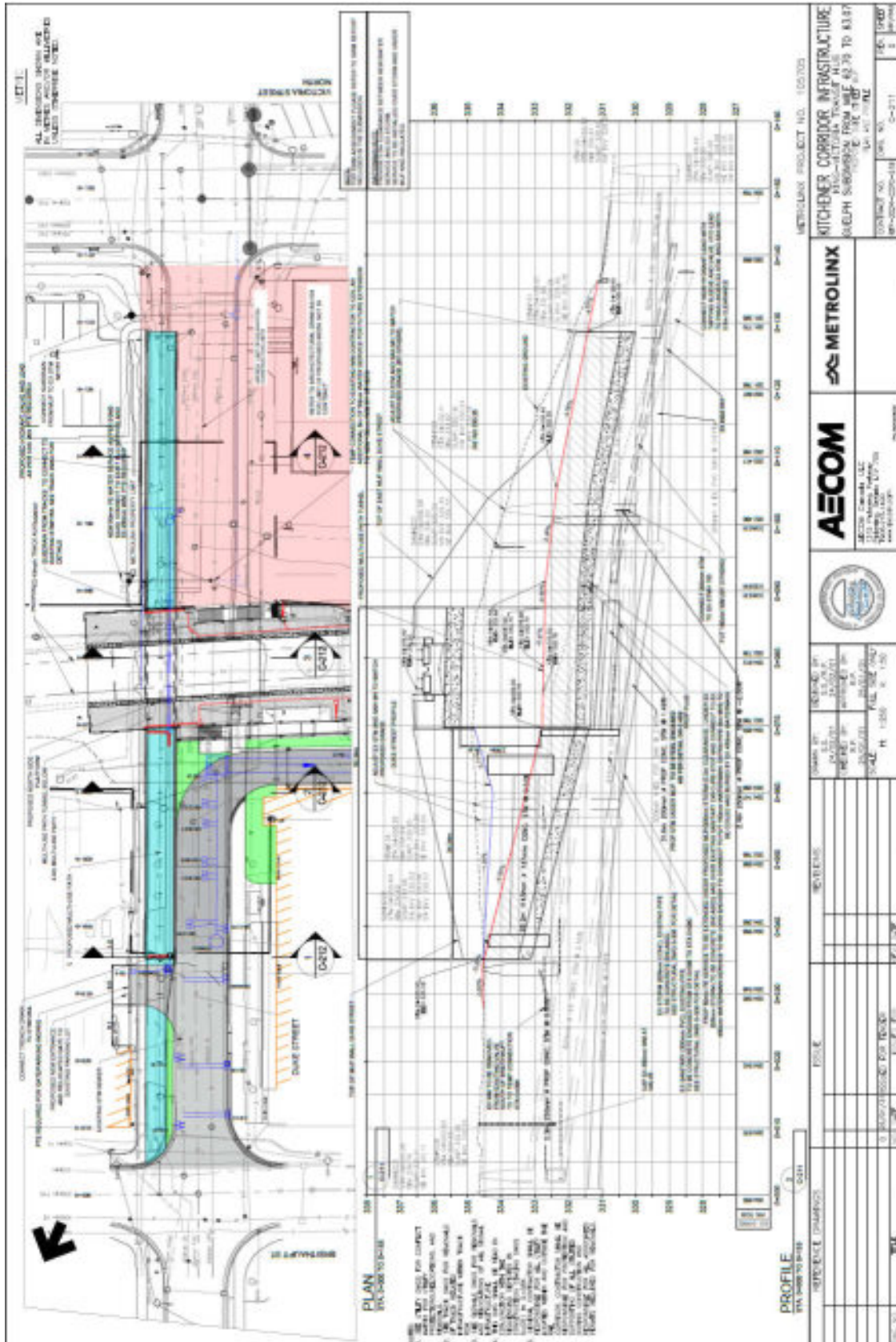
The Parties acknowledge that the timelines set out in this Schedule “G” are estimates and the Parties may revise them from time to time.

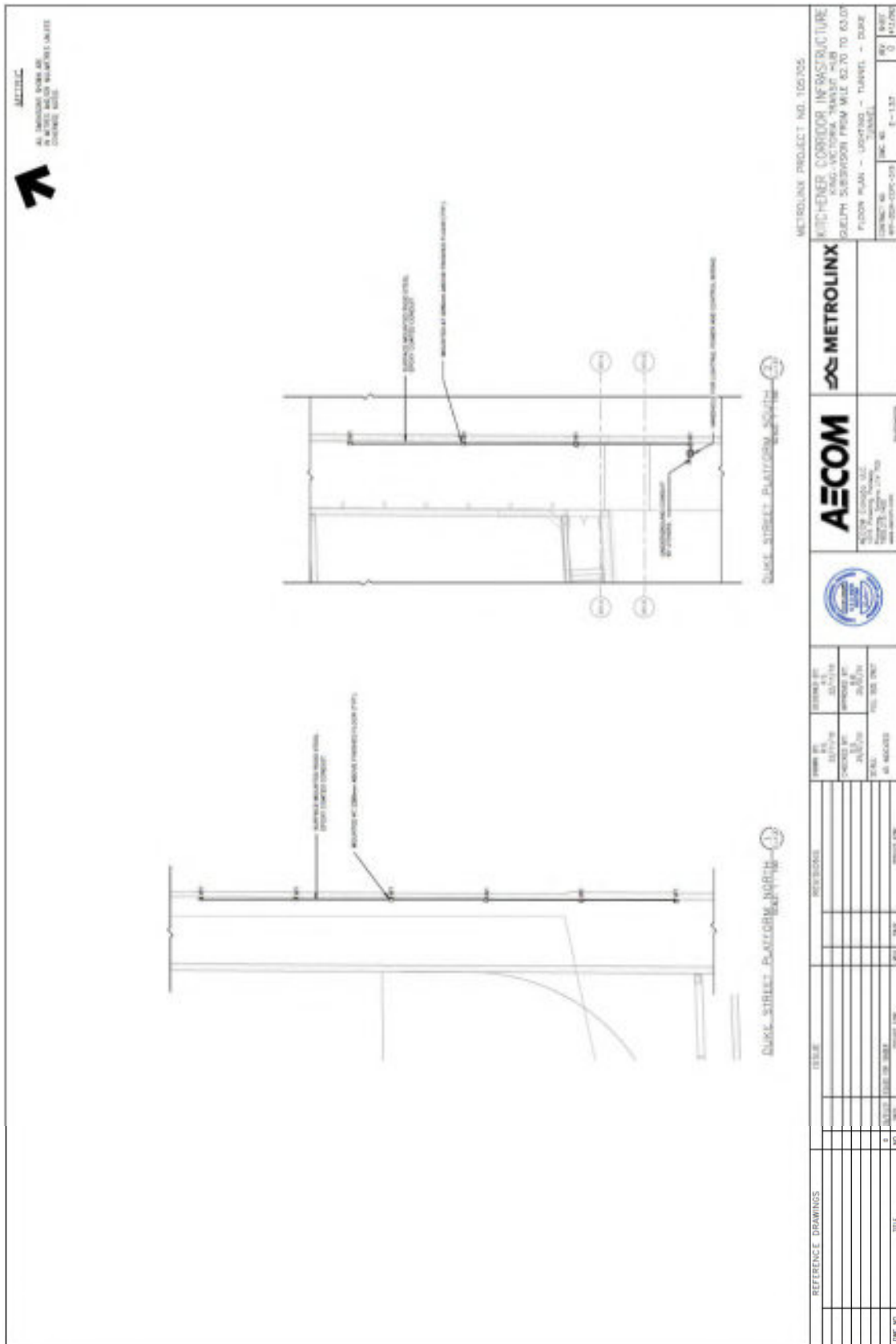
SCHEDULE “H”

Design Drawings

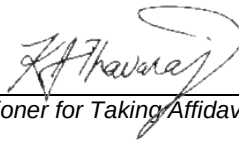
(Note: Information provided in this Schedule “H” is to be used for reference only.)

See attachments on following pages





This is Exhibit "K" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

Sites within 1km of 50 Victoria:

Site:	Reason:
16 Victoria Street N	Already being used for the project.
60 Victoria Street N	Already being used for the project.
70 Victoria Street N	Commercial Complex. Buildings being leased out
84 Victoria Street N	Leased parking lot
100 Victoria Street N	This is the proposed area to use.
100 Weber Street W	This is a paramedic services building.
225-227 Weber Street W	Bus terminal – Corner paved surface
237 Weber Street W	Plot of grass – not enough room, along Weber st. (see photo 1)
249 Weber Street W	Plot of grass – not enough room, (see photo 1)
253 Weber Street W	Plot of grass – not enough room, (see photo 1)
281 Weber Street W	Plot of grass – not enough room, (see photo 1)
341 Weber Street W	Plot of grass – not enough room, (see photo 1)
345 Weber Street W	Plot of grass – not enough room, (see photo 1)
349 Weber Street W	Plot of grass – not enough room, on Weber 1.3km from site, (see photo 1)
510 King Street W	Already being used for the project/ Bus terminal
520 King Street W	Already being used for the project/ Bus terminal
123 Breithaupt Street	Already being used for the project (Metrolinx staging area)

	Currently assigned to a program
	Project Use
	Not appropriate for project

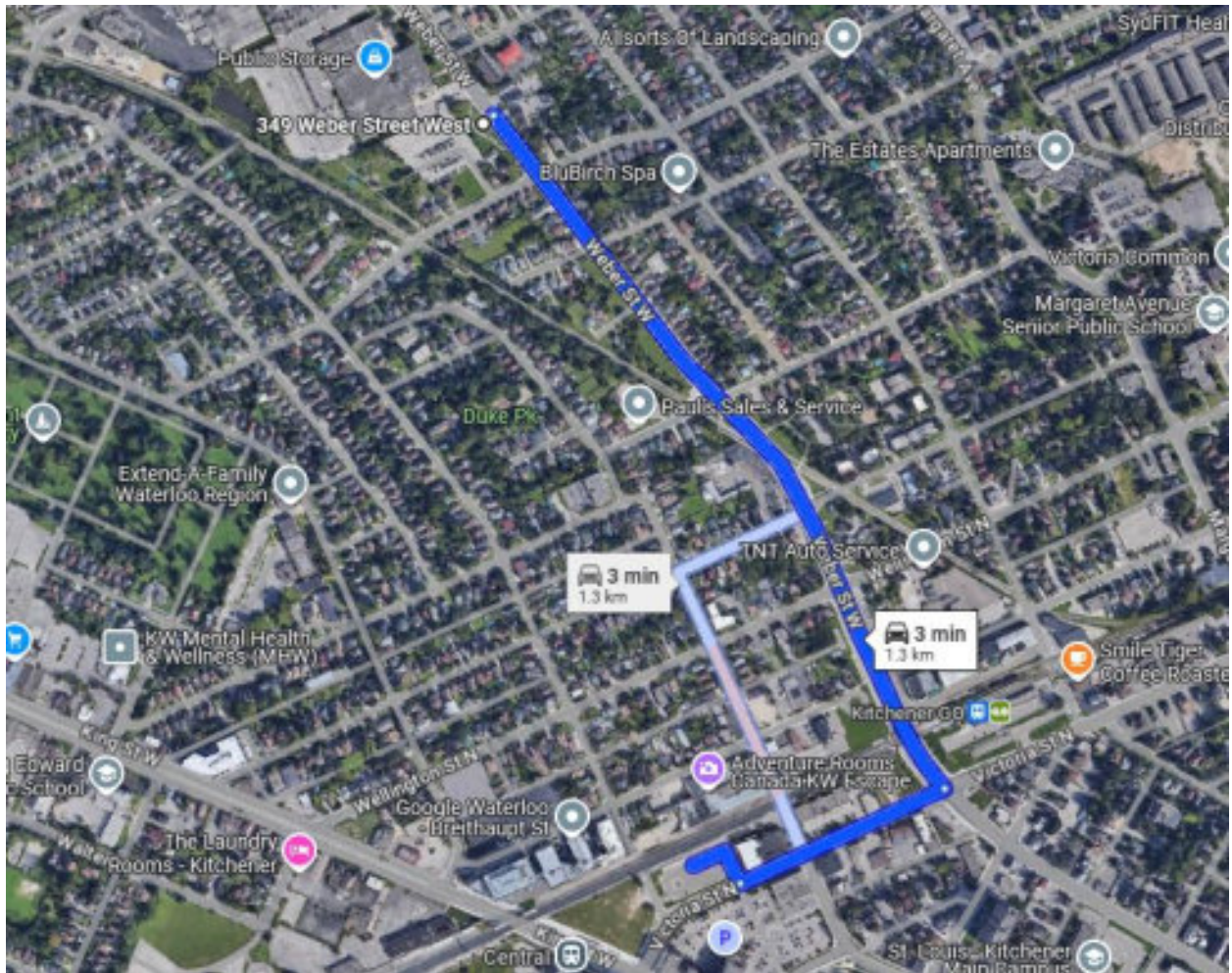
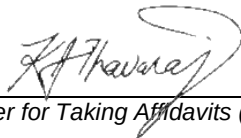


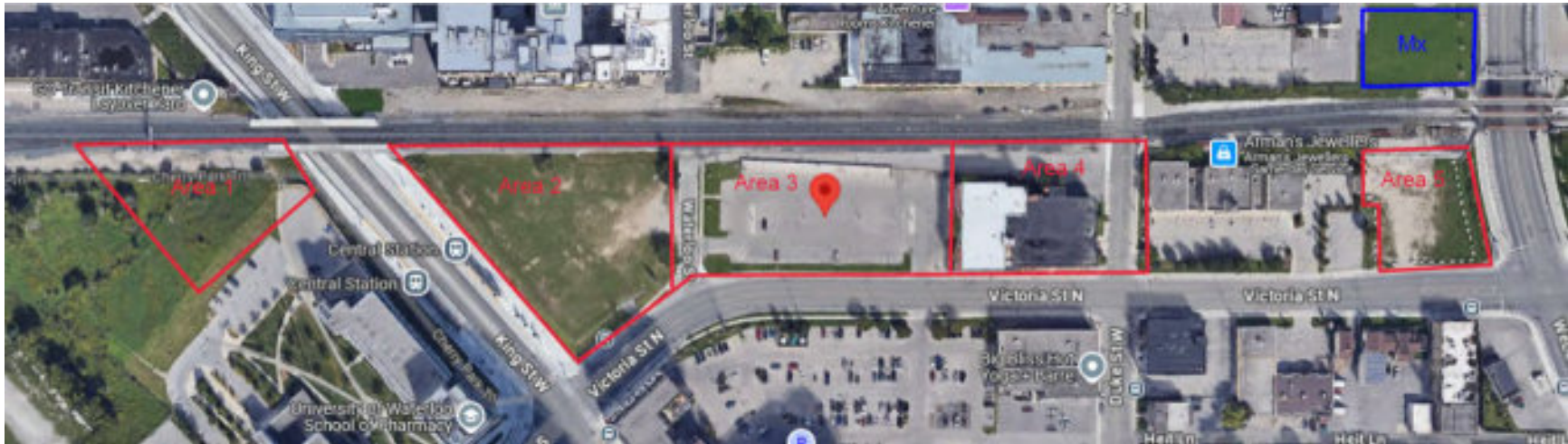
Photo 1: Properties located along Weber st.

This is Exhibit "L" referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ



Region land includes Area 2 to 5 and 123 Breithaupt (blue) to be occupied by Metrolinx. 70 Victoria (between Area 4 and 5) is Region owned but is NOT part of Kitchener Central works.

Area 1: November 2026 to August 2027

Construction of pedestrian bridge. Region is required to lease land from the University of Waterloo to install and stage construction of the bridge.

Area 2: August 2027 to March 2029

Construction of Transit Hub terminal building and civil works.

Area 3: August 2027 to May 2028

Construction of bus loop, civil works

Area 4: May 2028 to November 2028

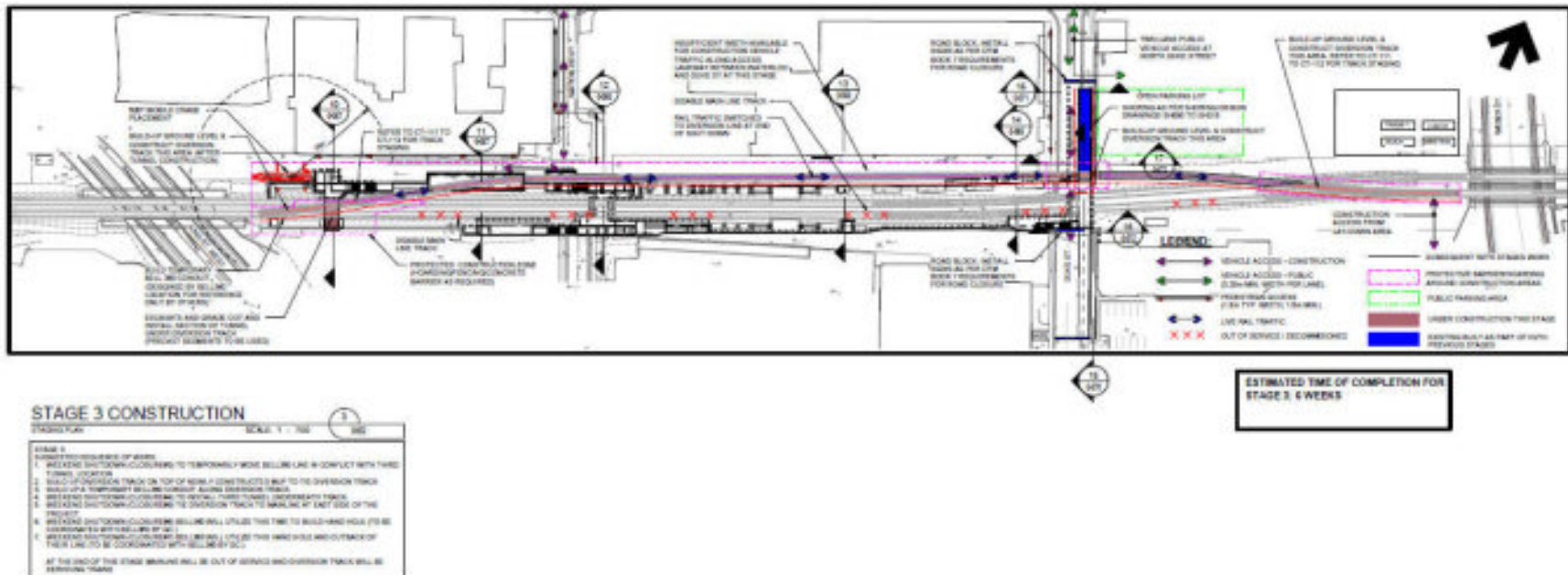
Construction of bus loop connection from Duke St., final grading of MUP Duke St. Bypass.

Area 5: May 2028 to November 2028

Compensation Parking Construction to be the last component completed from May 2028 to November 2028.

Area 5 to be used for construction staging once work commences for Metrolinx, July 2025 to May 2028.

Metrolinx Construction:



Metrolinx to occupy 123 Breithaupt from August 2025 to March 2029.

THE REGIONAL MUNICIPALITY OF WATERLOO
Applicant

-and- Court File No. CV-25-00000750-0000
PERSONS UNKNOWN AND TO BE ASCERTAINED
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WATERLOO REGION

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The Regional Municipality of Waterloo

THE REGIONAL MUNICIPALITY OF WATERLOO
Applicant

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(Volume 2 of 2)**

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