



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 10.1.3

**Halifax Regional Council
August 11, 2009**

TO: Mayor Kelly and Members of Halifax Regional Council

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

SUBMITTED BY: _____
Wayne Anstey, Acting Chief Administrative Officer

DATE: July 22, 2009

SUBJECT: Contribution Agreement - ecoMOBILITY

ORIGIN

May 27, 2008 meeting of Regional Council, item 10.1.4

April 28, 2009 meeting of Regional Council, item 11.1.1

RECOMMENDATION

It is recommended that Regional Council authorize the Mayor and Municipal Clerk to sign the attached contribution agreement with Transport Canada.

BACKGROUND

At the May 27, 2008 meeting of Halifax Regional Council, a motion was approved to submit two applications to Transport Canada's ecoMOBILITY funding competition. The projects were entitled TDM (Transportation Demand Management) Migration Fund and Guaranteed Ride Home Program and supported the Transportation Demand Management measures recommended in the Regional Plan. On January 8, 2009, Transport Minister John Baird announced that fourteen projects across Canada had been awarded funding, including both projects submitted by HRM.

At the April 28, 2009 meeting of Halifax Regional Council, a motion was approved to allocate funds in the amount of \$95,000 from the CTR00908 - Transportation Demand Management to a new account set up to administer the ecoMOBILITY programs.

DISCUSSION

On July 20, 2009, HRM was informed that the Contribution Agreement for the ecoMOBILITY projects had been signed by the Director General for Environmental Affairs at Transport Canada and must now be signed by the Mayor and Clerk to execute the agreement.

BUDGET IMPLICATIONS

Budget Implications of this project were addressed by Regional Council at its April 28, 2009 meeting with the creation of Capital Account CTX01233. No additional implications result from the signing of the agreement.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES


There are no recommended alternatives.


ATTACHMENTS


Contribution Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Roxane MacInnis, TDM Planner 490-4160

Report Approved by: 
David McCusker, Manager Strategic Transportation 490-6696

Financial Approval by: 
Catherine Sanderson, Senior Manager, Financial Services, 490-1562

Report Approved by: 
Phil Townsend, Director Infrastructure & Asset Management, 490-7166

ECOMOBILITY
CONTRIBUTION AGREEMENT FOR
HALIFAX REGIONAL MUNICIPALITY SMART TRIP PROJECT
2009-10/2010-11

**ECOMOBILITY
CONTRIBUTION AGREEMENT FOR
HALIFAX REGIONAL MUNICIPALITY SMART TRIP PROJECT
2009-10/2010-11**

This Contribution Agreement made in duplicate entered into on the _____ day of _____, 20__.

BETWEEN: **HER MAJESTY IN RIGHT OF CANADA**, represented by the Minister of Transport, Infrastructure and Communities (hereinafter "Canada").

AND: **HALIFAX REGIONAL MUNICIPALITY**, PO Box 1749, Halifax, NS B3J 3A5, acting and represented by the Mayor and Acting Municipal Clerk

PREAMBLE

WHEREAS the Parties recognize that investments in transportation demand management projects contribute to the protection of the environment and the health of Canadians, while furthering Canada's economic prosperity;

WHEREAS the Minister of Transport, Infrastructure and Communities is responsible for the Program entitled the ecoMOBILITY program (hereinafter "Program");

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the ecoMOBILITY program;

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

NOW THEREFORE, in accordance with the principles set out above, Canada and the Recipient hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

"Agreement" means this contribution agreement and all schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2012 in accordance with section 2 of this Agreement.

"Canada's Contribution" means Canada's contribution to Eligible Costs as described in Schedule F of this Agreement.

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

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

"Eligible Costs" means costs of the Project eligible for reimbursement by Canada as defined in Schedule F of this Agreement, beginning on the Project Start Date and ending on the Project Completion Date.

"Federal Funding Limit" has the meaning ascribed thereto in subsection 4.1;

"Final Claim Date" means April 30, 2011.

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

following year.

“In-Kind Contributions” means goods, services or works that would normally be purchased and paid for by the Recipient, including but not limited to, equipment, materials, office space, expertise, volunteer time for Project activities and coordination or professional services provided by the Recipient towards the Project and which are approved by Canada and reported through Schedule B.

“Party” or **“Parties”** means Canada and/or the Recipient.

“Program” means ecoMobility.

“Progress Claim” means a summary of Eligible Costs submitted periodically by the Recipient to Canada for reimbursement in accordance with this Agreement.

“Project” means the project described in section 3.2 and more fully described in Schedule A of this Agreement.

“Project Completion Date” means March 31, 2011.

“Project Start Date” means April 1, 2009.

“Recipient” means Halifax Regional Municipality.

“Third Party” means any person, other than a Party, who participates in the implementation of the Project.

1.2 ENTIRE AGREEMENT

This Agreement is made under the ecoMOBILITY program and comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking, agreement, representation or warranty, expressed, implied, or otherwise, in relation to the subject of the Agreement, shall have legal effect.

1.3 SCHEDULES

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

Schedule A – Project Description and Workplan;

Schedule B – Project Budget;

Schedule C – Reporting Templates;

Schedule D – Reporting Plan;

Schedule E – Certificate of Compliance;

Schedule F – Eligible Costs;

Schedule G – Additional Clauses.

1.4 COUNTERPART SIGNATURE

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

1.5 ACCOUNTING PRINCIPLES AND AUDITING STANDARDS

Unless otherwise set out in this Agreement, either expressly or by necessary implication, all accounting and financial terms used in this Agreement will be interpreted and applied in accordance with accounting principles and auditing standards generally accepted in Canada and in the province of Nova Scotia, in particular those of the Canadian Institute of Chartered Accountants.

1.6 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be

deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

1.7 AMENDMENTS

This Agreement may be amended at any time upon the written agreement of the Parties and any amendments shall be deemed to form part of this Agreement.

1.8 SURVIVAL

Despite section 2 (Term of this Agreement), the Parties' rights and obligations, which by their nature extend beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

1.9 COMPUTATION OF TIME

If a day on which any act or payment is required to be done or made under this Agreement is a day that is not a business day, then such act or payment shall be duly performed or made if done on the following business day.

In this subsection business day means a day that is not a Saturday, Sunday or a holiday.

2. TERM OF AGREEMENT

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

3. PURPOSE

3.1 PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to establish the terms and conditions by which Canada will reimburse the Recipient a part of the Eligible Costs paid by the Recipient for the Project, as described in section 4 (Project Financing) and Schedule F of this Agreement.

3.2 PROJECT OVERVIEW

The Project named Smart Trip aims to pilot a program to provide guaranteed rides home for participants in green transportation programs and to study the feasibility of developing a dedicated municipal fund to encourage transportation choices that will create a greener transportation network, as more fully described in Schedule A of this agreement.

4. PROJECT FINANCING

4.1 CONTRIBUTION BY CANADA

a) Contribution

Canada agrees, subject to the terms and conditions of this Agreement, to pay a contribution to the Recipient of not more than 50% of the total Eligible Costs of the Project, as of the Project Start Date and up to the Project Completion Date, but only up to a total of \$105,000 in accordance with the breakdown by Fiscal Year in Schedule B. Payment of the Contribution is subject to Federal Government Assistance not exceeding fifty percent (50%) of the total Eligible Costs of the Project (the "Federal Funding Limit").

b) No involvement

The Parties agree that Canada's role in the Project is limited to making a financial contribution to the Project and that Canada will have no involvement in the Project and/or the subsequent operation of the Project. Canada is neither a decision maker nor an advisor to the Project, or any part thereof, except to the extent necessary to enforce the provisions of this Agreement.

c) Appropriation and Funding

Any payment due by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment is to be made. Funding under this Agreement may be reduced or terminated at Canada's discretion in response to the Government's annual budget, a change in departmental funding levels by Parliament or any other parliamentary spending decision that has an impact on the Program under which this Agreement is made.

d) Fiscal Year Budgeting

Subject to the terms and conditions of this Agreement, Canada agrees to commit funds for the Project for a Fiscal Year in accordance with the table of estimated contributions in Schedule B. If in a Fiscal Year an amount lesser than the estimated contribution is paid or payable by Canada, Canada will not be obliged to re-allocate the difference to a future Fiscal Year.

4.2 COMMITMENTS BY THE RECIPIENT

a) Costs

Canada will reimburse the Recipient only in accordance with the terms and conditions of this Agreement. The Recipient shall fund all costs of the Project including cost overruns, if any.

b) Project implementation

The Recipient shall be solely responsible for the complete, diligent and timely implementation of the Project, in accordance with the terms and conditions of this Agreement.

c) Disclosure of Other Funding and Adjustments

The Recipient shall inform Canada promptly of all financial and other assistance received for the Project. If the federal government's total financial assistance toward the Project exceeds 50% of total Eligible Costs, or if the total financial assistance received or due in respect of the Project's total Eligible Costs exceeds 100% thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

d) Amounts Owing

The Recipient shall declare to Canada any amounts owing to the federal government, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any amount owing is a debt and may be set off by Canada in accordance with this Agreement.

e) Repayment

The Recipient shall repay to Canada any and all disallowed costs, surpluses, and overpayments made under and according to the terms of this Agreement.

f) Increase in Project Costs and Insufficient Funds

If, at any time during the term of this Agreement, one or all of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party shall immediately notify the other Party of that determination and Canada may take the necessary steps to suspend its funding obligations. Within thirty (30) days of a request from Canada, the Recipient shall provide a summary of the measures that it proposes to remedy the shortfall. If Canada is not satisfied that the measures proposed will be adequate to remedy the shortfall, then Canada may declare that an event of default has occurred in accordance with section 16 (Default).

5. RECIPIENT OBLIGATIONS

5.1 REPRESENTATIONS AND WARRANTIES

- a) the Recipient has the requisite power (corporate and other) related to the ownership and/or the right to use the assets and to carry on the activities as contemplated by this Agreement;
- b) the execution and delivery of this Agreement by the Recipient, and the carrying out by it of all of the activities as contemplated hereby by the Recipient, have been duly authorized by all requisite action (corporate and other);
- c) the Recipient has full power to execute and deliver this Agreement and to perform its obligations hereunder;
- d) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

- i. violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii. violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii. conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, hypothec, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- e) this Agreement constitutes a valid and legally binding obligation of the Recipient ; and
 - f) the Recipient is not and will not be subject to an obligation or prohibition which could restrict or interfere with its performance of this Agreement, and further, that 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 or may restrict or interfere with its performance of this Agreement.

5.2 RESPONSIBILITIES

During the term of this Agreement, the Recipient shall:

- a) upon the written request of Canada and without delay, provide any information or documentation as Canada may reasonably request concerning this Agreement; and
- b) disclose to Canada, without delay, any fact or event that could compromise wholly or in part the Project.

6. COMPLIANCE WITH ENVIRONMENTAL LEGISLATION

6.1 CONDITIONAL COMMITMENT

- a) Canada has determined that no environmental assessment (EA) of the Project is required under the Canadian Environmental Assessment Act (CEAA). However, should Canada subsequently determine that an EA of the Project is required pursuant to the CEAA, the Recipient agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Recipient that an EA of the Project is required and such situation will remain at least until Canada has decided that, taking into account the implementation of any mitigation measures that Canada considers appropriate, the Project as assessed pursuant to the CEAA ("CEAA Project") is not likely to cause significant adverse environmental effects or the "CEAA Project" is likely to cause significant adverse environmental effects that can be justified in the circumstances.
- b) In the event that an Environmental Assessment becomes necessary in accordance with subsection 6.1(a), the Recipient agrees that the terms and conditions set out at section 1 (Environmental Assessment) at Schedule G will be applicable.

7. ABORIGINAL CONSULTATION

7.1 CONDITIONAL COMMITMENT

- a) Canada has determined that no duty to consult Aboriginal groups arises in the context of this Project. However, should Canada determine later on, or as a result to changes to the Project, that a duty to consult does arise, the Recipient agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Recipient that a duty to consult arises until Canada has decided that the duty to consult is fulfilled.
- b) In the event that a duty to consult should arise as described at subsection 7.1(a), the Recipient agrees that the terms and conditions at section 2 (Aboriginal Consultations) at Schedule G will be applicable.

8. CONTRACT PROCEDURES

8.1 AWARDING OF CONTRACTS

The Recipient shall seek to achieve best value through all phases of the Project by ensuring:

- a) that at all stages of the Project, the Recipient shall determine and apply the best combination of quality, product, service and time criteria, at the best overall cost for the Project; and
- b) the selection, in the elaboration of Contract assessment and award criteria, of the method of pricing most appropriate to ensure transparent, competitive and value for money principles;

or otherwise acceptable to Canada.

8.2 CONTRACT PROVISIONS

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

- a) proper and accurate accounts and records are maintained;
- b) all applicable legislation is respected including labour, environmental and human rights legislation; and
- c) Canada and the Auditor General of Canada, to the extent permitted by law will at all times, and upon reasonable notice, have free access to the Project sites and to any documentation, for the purpose of ensuring compliance with this Agreement, including access to all facilities and information required for inspection and audit.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will under no circumstances be liable for the payment of interest for failing to make a payment under this Agreement;
- b) Canada shall not be obliged to pay any claims submitted after the Final Claim Date;

9.2 CLAIM PROCEDURES

The Recipient shall submit to Canada its claim for reimbursement in accordance with Schedule C (Reporting Templates) and Schedule D (Reporting Plan). Each claim for reimbursement must include the following:

- a) A certificate of compliance in the form set out in Schedule E-1, completed in accordance with that Schedule, and signed by the authorized representative of the Recipient;
- b) A request for payment;
- c) Details of expenses claimed and cash flow statement as per the Expense Claim Form template in Schedule C;
- d) An activity report, completed in accordance with the reporting templates in Schedule C; and
- e) Evidence satisfactory to Canada that the amount of the payment is in respect of Eligible costs determined in accordance with this Agreement, including but not limited to accounts, records, invoices, cheques, receipts, vouchers, timesheets, certificates and declarations.

9.3 HOLDBACK

Canada will holdback up to 10 percent (10 %) of its contribution for the Project under this Agreement until such time as the Recipient fulfills its obligations under sections 9.1 (Payment Conditions) and 9.4 (Final Payment). Any holdback retained by Canada will be paid with the final payment under this Agreement.

9.4 FINAL PAYMENT

The request for final payment for the Project shall be made by the Recipient not later than

the Final Claim Date and shall be accompanied by:

- a) A certificate of compliance in the form set out in Schedule E-2, completed in accordance with that Schedule, and signed by the authorized representative of the Recipient;
- b) A request for a final payment and the release of the holdback;
- c) Details of expenses claimed and cash flow statement as per the Expense Claim template in Schedule C;
- d) A final activity report, completed in accordance with the reporting templates in Schedule C; and
- e) Evidence satisfactory to Canada that the amount of the payment is in respect of Eligible costs determined in accordance with this Agreement, including but not limited to accounts, records, invoices, cheques, receipts, vouchers, timesheets, certificates and declarations.

9.5 TIME LIMITS FOR CLAIMS

The Recipient agrees to submit all claims in accordance with sections 9.2 and 9.4 of this Agreement. Canada will have no obligation to pay a claim submitted after the Final Claim Date.

10. REPORTS

The recipient shall provide reports to Canada as per the Reporting Plan on Schedule D of this agreement.

11. EVALUATION AND AUDIT

11.1 RECORD KEEPING

The Recipient shall ensure that it, and Third Parties with which it contracts, maintains proper and accurate accounts and records, including, but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Project, and that these are kept for at least six (6) years after the Agreement End Date. The Recipient shall, upon reasonable notice, make said documents available to Canada for inspection and audit.

11.2 AUDIT

During the term of this Agreement and for an additional period of six (6) years after the Agreement End Date, Canada reserves the right to audit or cause to have audited the accounts and records of the Recipient as per section 12 (Access) and of the Third Parties, in accordance with subsection 8.2 (Contract Provisions) of this Agreement, to ensure compliance with the terms and conditions of this Agreement. The scope, coverage and timing of such an audit shall be determined by Canada, and may be carried out by employees or agents of Canada and at Canada's expense.

11.3 EVALUATION

The Recipient shall, on a written request by Canada, provide all data and information to Canada for the purposes of the evaluation of the Program for which Canada shall bear all costs.

12. ACCESS

The Recipient shall provide free access to Canada, the Auditor General of Canada and /or their designated representatives at all times, upon reasonable notice, to the Project sites and any documentation for the purpose of ensuring compliance with this Agreement including access to all facilities and information required for inspection and audit.

13. COMMUNICATIONS

13.1 PUBLIC ANNOUNCEMENTS

Any press release, public announcement, public notice, advertisement or official ceremony regarding the Project, when planned by the Recipient, shall be arranged in agreement with Canada at least two weeks in advance of the press release, public announcement, public notice, advertisement or official ceremony.

13.2 RECOGNITION OF TRANSPORT CANADA'S CONTRIBUTION

The Recipient shall acknowledge Transport Canada's financial contribution in all signage and public information produced as part of the Project, in a manner acceptable to Transport Canada. This includes ensuring recognition where words, logos, symbols and other types of identification are incorporated into materials.

14. INDEMNIFICATION

- a) The Recipient shall at all times indemnify and save harmless Canada, its officers, servants, employees or agents ("Indemnified Party"), from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- i. the Project;
 - ii. the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees or agents, or by a Third Party, its officers, servants, employees or agents;
 - iii. the intellectual property infringement in connection with this Agreement; and
 - iv. any omission, misrepresentation or other wilful or negligent act of the Recipient, Third Party or any other outside party and their respective officers, servants, employees or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an Indemnified Party in the performance of his or her duties.

- b) An Indemnified Party shall give prompt notice to the Recipient of any action threatened or commenced against it in respect of which indemnity may be sought under this Agreement but failure to so notify the Recipient shall not relieve the Recipient from any liability which it may have otherwise than on account of this indemnity. If requested by Canada, the Recipient shall assume the defence of such action with legal advisors chosen by the Recipient and approved by Canada. The Indemnified Party shall cooperate with the Recipient in defending such claims, including providing the Recipient with any necessary information and documentation. An Indemnified Party shall not voluntarily admit any liability or settle any claim against them covered by this indemnity without the Recipient prior written approval. The Recipient may not settle any action commenced against an Indemnified Party without the written consent of Canada and any other Indemnified Party.
- c) The Recipient shall be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including, without limitation, those for the Canada or Provincial Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency (Income Tax).

15. DISPUTE RESOLUTION

The Parties shall keep each other informed of any matter that could be contentious by exchanging information and shall attempt to resolve potential disputes.

16. DEFAULT

16.1 EVENTS OF DEFAULT

Under this Agreement, an event of default has occurred where the Recipient:

- a) has submitted false or misleading information, or made a false or misleading representation to Canada;
- b) has not complied with any obligation, condition, undertaking or term in this Agreement;
- c) has neglected or failed to pay to Canada any amount due in accordance with this Agreement;
- d) has failed to propose, to Canada's satisfaction, adequate measures to remedy a shortfall under subsection 4.2 f) (Increase in Project Costs and Insufficient Funds) of this Agreement.

16.2 NOTICE

Canada will not declare that a default has occurred unless it has given written notice to the Recipient specifying the nature of the default and requiring the default to be remedied within thirty (30) days from the date of the notice.

16.3 DECLARATION OF DEFAULT

If the Recipient fails to remedy the default within the thirty (30) days of the notice pursuant to section 16.2 (Notice) of this Agreement, Canada may declare that the Recipient is in default.

16.4 REMEDIES ON DEFAULT

If Canada has declared the Recipient to be in default, Canada may, without limiting any other recourses available to It, suspend its obligation to contribute to the Eligible Costs including any obligation to pay any amount prior to the date of suspension, terminate any obligation by Canada under this Agreement, terminate this Agreement, and/or require the Recipient to repay all or part of the contribution, as liquidated damages, forthwith and that amount shall be considered a debt due to Canada and shall be reimbursed forthwith on demand to Canada. Any such debt remaining owing and unpaid shall carry interest calculated in accordance with subsection 18.7 (Interest on Debt due to Her Majesty in Right of Canada) of this Agreement.

16.5 LIQUIDATED DAMAGES

The Recipient agrees that, because of the difficulty in arriving at a genuine pre-estimate of damages in respect of defaults described herein, the debt arising under subsection 16.4 (Remedies on Default) and the remedy described therein, is fair and reasonable in the circumstances, and it shall not be considered unconscionable or unreasonable for Canada to request payment of such debt as liquidated damages. The Recipient agrees that it will not challenge the validity of any such remedy in any legal proceedings or otherwise claim or assert that any such remedy is invalid or unenforceable. The Recipient further agrees that Canada may plead section 16 (Default) in any legal proceedings as an estoppel and complete answer in defence to any such challenge, claim or assertion.

17. ASSETS ACQUIRED WITH CONTRIBUTION FUNDS

17.1 ASSET DEFINED

For the purpose of this section, the term "Asset" means any asset:

- a) Acquired by the Recipient with contribution funds under this Agreement; and
- b) not consumed or expended in the natural course of its use.

17.2 COMMITMENTS

The Recipient shall:

- a) preserve and maintain any Assets and use them for the purpose of the Project; and
- b) report to Canada on such Assets no more than (30) days after the Project End Date.

17.3 CANADA DISCRETION

The Recipient agrees that Canada shall have sole discretion to direct the disposition of the Assets during or subsequent to the term of this Agreement. Without limiting the generality of the foregoing, Assets acquired through the course of this Agreement shall be the responsibility and remain the property of the Recipient.

18. GENERAL

18.1 GOVERNING LAW

This Agreement is governed by the laws of Nova Scotia, subject always to any paramount or applicable federal laws.

18.2 FEDERAL CROWN PREROGATIVE

Nothing in this Agreement is intended to or is construed as limiting, waiving or derogating from any federal Crown prerogative.

18.3 COMPLIANCE WITH LAWS

The Recipient shall comply with all applicable laws and regulations, including but not limited to environmental laws and regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of this Project.

18.4 FINANCIAL ADMINISTRATION ACT

Notwithstanding any other provision in this Agreement, the obligations contracted by Canada are all subject to the *Financial Administration Act* (R.S., 1985, c. F-11).

18.5 BINDING OBLIGATIONS

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation that is binding on it.

18.6 DEBTS DUE TO HER MAJESTY IN RIGHT OF CANADA

Any amount owed to Canada under this Agreement will constitute a debt due to Her Majesty in Right of Canada, which the Recipient agrees to reimburse Canada forthwith on demand.

18.7 INTEREST ON DEBTS DUE TO HER MAJESTY IN RIGHT OF CANADA

Debts due to Her Majesty in Right of Canada will accrue interest in accordance with the *Interest and Administrative Charges Regulations* (SOR/96-188) of the *Financial Administration Act* (R.S., 1985, c. F-11).

18.8 SET-OFF BY CANADA

Any debt due to Her Majesty in Right of Canada may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.9 NO BENEFIT

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or of any Contract made pursuant to this Agreement, or to any benefit arising from them.

18.10 NO PARTNERSHIP, NO JOINT VENTURE, NO AGENCY, ETC.

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.

Without limiting the generality of the foregoing, the Recipient agrees not to represent itself, including in any agreement with a Third Party, as a partner or agent of the Crown. Canada shall have no responsibility for fulfilment of any obligation into which the Recipient enters in relation to the Project, including, without limitation, any loan, capital lease or other long-term obligation.

18.11 NO AUTHORITY TO REPRESENT

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

No provision of this Agreement shall be construed as authorizing a claimant or any person to enter into a Contract or to contract an obligation on behalf of any of the Parties, and the Recipient shall take the necessary action to ensure that any agreement between the Recipient and any Third Party contains a provision to that effect.

18.12 NO ACTIONS OR PROCEEDINGS

The Recipient represents that it is not subject to an obligation or prohibition which could restrict or interfere with its performance of this Agreement, and further, that no actions or legal proceedings have been brought and that it has not received any threat of actions or proceedings that could or may restrict or interfere with its performance of this Agreement. The Recipient agrees to inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement.

18.13 ASSIGNMENT

The Recipient shall not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of

the rights, duties or obligations of this Agreement without Canada's express written consent shall be deemed invalid.

18.14 WAIVER

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

18.15 CONFLICT OF INTEREST

No current or former public servant or public office holder or reporting public office holder to whom the *Conflict of Interest Act* (2006, c. 9, s.2), the *Values and Ethics Code for the Public Service* and/or the *Conflict of Interest and Post-employment Code for Public Office Holders* apply, shall derive any direct benefit from this Agreement, unless said individual is in compliance with the applicable provisions of the Act and/or Codes.

The Recipient shall inform Canada, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on Canada's contribution to the Project.

18.16 INTELLECTUAL PROPERTY AND LICENSE

- a) All intellectual property that arises in the course of the Project shall vest in the Recipient.
- b) The Recipient hereby grants to Canada a non-exclusive, irrevocable, worldwide, free and royalty-free licence in perpetuity to use, translate, modify, disclose, produce, reproduce, and to publish any such Intellectual Property for **non-commercial governmental purposes**.
- c) The Recipient shall supply to Canada the reports and documents described in Schedule C or as otherwise required by the Minister under Section 10 (Reports), and the Recipient hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free licence in perpetuity to use, translate, modify, disclose, produce, reproduce and to publish such reports and documents for **non-commercial governmental purposes**.
- d) The Recipient shall obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of any Projects. Canada shall assume no liability in respect of claims from any Third Party in relation to such rights and to the Agreement.

18.17 CONSEQUENTIAL MEASURES

Subject to this Agreement, the Recipient shall independently and at its own cost conclude such arrangements as are necessary to allow the implementation of a Project under this Agreement whenever such Projects affects a municipality, agency, or instrumentality under provincial control.

18.18 LOBBYISTS AND AGENT FEES

The Recipient warrants that any person it has hired, for payment, to speak to or correspond with any employee or other person representing Canada on the Recipient behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the *Lobbyists Registration Act R.S. 1985 c. 44 (4th Supplement)*, is registered pursuant to that Act. The Recipient warrants that no person or entity that is negotiating the whole or any part of the terms of this Agreement receives any payment or other compensation that is contingent upon or calculated upon the contribution hereunder.

18.19 SUCCESSOR

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

18.20 OFFICIAL LANGUAGES ACT

The Recipient is responsible, in consultation with Canada, for taking the necessary measures to respect the spirit and intent of the Official Languages Act (R.S.C. 1985 c. 31 (4th Supplement)).

19. NOTICES, DOCUMENT AND INFORMATION

19.1 NOTICE DEEMED GIVEN

Any notice, including but not limited to, certificates and declarations provided for under this Agreement shall be delivered in person or sent by registered mail, or facsimile. Said notice shall be deemed to have been delivered on the earlier of either receipt by the addressee or ten (10) business days after mailing if sent by registered mail or the following business day if delivered in person or sent by facsimile.

19.2 DOCUMENTS AND INFORMATION

Subject to subsection 19.1 (Notice deemed given), any information and/or documentation provided for under this Agreement may be delivered in person, or sent by mail, facsimile, or by electronic transmission.

19.3 ADDRESSES FOR CANADA AND THE RECIPIENT

Any notice, document or information with respect to this Agreement shall be addressed in accordance with the following. A Party may change the address below by notifying the other Party in writing.

For Canada:

Any notice to Canada must be sent to:

Claudie Ouellet
Senior Program Officer
Transport Canada
Place de Ville, 330 Sparks St.
Ottawa (Ontario)
Canada
K1A 0N5

Telephone No.: (613) 991-1223
Fax No.: (613) 949-3874
E-Mail: claudie.ouellet@tc.gc.ca

For HALIFAX REGIONAL MUNICIPALITY:

Any notice to the Halifax Regional Municipality will be addressed to:

Roxane MacInnis
TDM Planner
Halifax Regional Municipality
40 Alderney Drive (Dartmouth), PO Box 1749
Halifax, NS
B3J 3A5

Telephone No.: (902) 490-4160
Fax No.: (902) 490-6233
E-Mail: macinnr@halifax.ca

SIGNATURES

This Agreement has been executed on behalf of Her Majesty in Right of Canada by the Minister of Transport, Infrastructure and Communities, and on behalf of the Recipient by the Mayor and Acting Municipal Clerk.

HER MAJESTY IN RIGHT OF
CANADA

HALIFAX REGIONAL MUNICIPALITY

Original signed by:

Original signed by:

Catherine Higgs
Director General Environmental
Affairs

Peter J. Kelly
Mayor

Julia Horncastle
Acting Municipal Clerk

Date: _____

Date: _____

Witnessed by:

Witnessed by:

Date: _____

Date: _____

SCHEDULE A - PROJECT DESCRIPTION AND WORKPLAN

A.1 PROJECT DESCRIPTION:

Halifax Regional Municipality (HRM) faces ever-increasing transportation demands, but does not have the roadway infrastructure to manage those demands with the transportation choices residents currently make. Both the HRM SmartTrip guaranteed ride home program and the TDM migration fund are aimed at influencing those choices to create a more sustainable transportation network.

TDM Migration Fund:

The TDM Migration Fund is aimed at influencing transportation choice through a number of incentives (e.g. creation of a downtown shuttle bus) and disincentives (e.g. new parking meters to discourage long-term parking), to create a more sustainable transportation network. It will allow the municipality to invest in the more sustainable modes of transportation. The fund will be a tool used to balance a set of transportation-related revenue generators with a set of transportation investments intended to influence transportation choice within HRM.

HRM SmartTrip Guaranteed Ride Home Program:

The guaranteed ride home program is a significant component of the workplace commuter options program, as it acts as an insurance policy for commuters who use alternatives transportation modes other than their own personal vehicle, (such as transit, carpooling, etc) and, who on occasion, may require an emergency ride home. It is part of a larger vision to encourage commuters to use alternatives to the single occupant vehicle for the journey to work.

Bringing the two together:

The two programs are well suited to each other. In order to fund such programs as the guaranteed ride home program long term and reduce the potential burden on employers, a sustainable revenue stream is required.

HRM TDM Migration Fund and Guaranteed Ride Home Program

TABLE A.2 PROJECT ACTIVITIES

1.0 *Migration Fund*

Activities	Timeframe	Goals	Performance Indicators	Targets
Design and create a fund that will provide revenue for sustainable transportation projects:	January 2009-October 2010	Provide revenue for sustainable modes of transportation	Increase funding for sustainable modes of transportation	Realize increase in funding for sustainable modes of transportation
1.1 Research into best practices from around the world	June 2009	Conduct research to find out how other cities around the world are looking for revenue for sustainable transportation projects	Completion of research	Research on best practices completed by June 1, 2009
1.2 Review existing HRM policies	July 2009	Use best practices research to determine what policies will fit into HRM's goals and focus areas	Revision of HRM policies	Changes to HRM policies completed
1.3 Review existing HRM structure	July 2009	Create an administrative structure that will support the fund	Revisions to HRM structure	HRM administrative structure revised to accommodate implementation of the Fund
1.4 Economic analysis of each potential input and output	July 31, 2009	To determine the economic potential of each input and output	Complete economic analysis of each potential input and output	Completion of analysis to determine which inputs and outputs will meet HRM's goals for promoting sustainable transportation options
1.5 Public focus groups	August 2009	Increase public awareness and acceptance of need to take aggressive steps in managing transportation demand	Hold focus group sessions to increase awareness of how sustainable transportation can be funded	Hold a minimum of 2 and a maximum of 4 focus groups by Aug 31, 2009

Activities	Timeframe	Goals	Performance Indicators	Targets
1.6 Framework for start up of fund and development of implementation plan	Sept/Oct 2009 (start)	Develop a model that can be expanded as needed or desired	Framework (model) developed	One framework (or model) developed
1.7 Implementation and monitoring	Oct 2009- Oct 2010	Successful implementation and monitoring period	Continue to monitor the implementation of the program	Complete initial implementation and monitoring phase
1.8 Project Management a. Attendance at annual ecoMOBILITY workshops b. Hiring of a consulting team c. Hiring and supervision of staff to assist with program d. Reporting	January 2009- October 2010	Manage Project <ul style="list-style-type: none"> • Participate in annual workshops and learn from others and provide information • Hire consulting firm to complete specific tasks • Supervise work of staff hired to assist with program with positive results • Complete all reports 	Successful completion <ul style="list-style-type: none"> • Attend annual workshops • Hiring of a qualified consulting firm • Staff hired • Reports completed 	Complete project as per outline by Oct. 2010 <ul style="list-style-type: none"> • Participate in 3 ecoMOBILITY workshops 2009, 2010 & 2011 • One consulting firm hired • One staff person hired to assist with ecoMOBILITY • 4 simplified progress reports completed, 2 progress reports completed, 1 annual report completed, 1 final report completed.
1.9 Compliance with requirements related to Environmental Assessments	May 2009	To determine if an Environmental Assessment is required for the project, as per the Canadian Environmental Assessment Act	Completion of Environmental Assessment screening	1 Environmental Assessment screening completed

2.0 Guaranteed Ride Home

Activities	Timeframe	Goals	Performance Indicators	Targets
Develop a guaranteed ride home program to encourage the use of travel modes other than single occupant vehicle trips	January 2009- March 2011	To encourage more commuters to travel to work using modes other than the single occupant vehicle and therefore having employees and employers taking part in the guaranteed ride home program	# employers taking part in the program % employees signed up with Commuter Options and GRH	3 to 5 employers taken part in program with 15% of their employees signed up with Commuter Options and guaranteed ride home
1.10 Best practices and research report	July 2009	Conduct research to find out what the best practices are in North America for guaranteed ride home programs	Complete research	Research on best practices completed by June 2009
1.11 Surveys	Sept 2009 to March 2011	To develop baseline for commuting behaviour of employees and monitor changes during pilot program	Conduct surveys of employees at each workplace	Conduct a minimum of 3 to 4 surveys at each workplace
1.12 Development of program	August 2009	Use best practices research to develop a pilot program for the workplace partners to take part in during the 18 month trial period.	Complete development of program	Program developed and ready to implement by Aug 31, 2009
1.13 Development of policies	August 2009	Use best practices research to develop policies for the implementation of the pilot program for the workplace partners to take part in during the 18 month trial period.	Complete development of policies	Policies completed and ready to implement by Aug 31, 2009
1.14 Development of guidebook, application form and incentive program	August 2009	Create a toolkit that will contain a guidebook, application form and incentive program as well as information about commuter options overall.	Complete development of toolkit	Tool kit (guidebook, application form and incentive program) developed by Aug 31, 2009
1.15 Monitoring and evaluation of pilot program	Sept 2009 to March 2011	Successful period of implementation so that the pilot can be evaluated and determine its success as it is developed into a	Monitor and evaluate pilot program	Monitor and evaluate pilot program to be completed by March 31, 2011.

Activities	Timeframe	Goals	Performance Indicators	Targets
<p>1.16 Project Management</p> <ul style="list-style-type: none"> a. Attendance at annual ecoMOBILITY workshops b. Hiring of a consulting team c. Hiring and supervision of staff to assist with program d. Reporting 	<p>January 2009- March 2011</p>	<p>permanent program</p> <p>Manage project</p> <ul style="list-style-type: none"> • Participate in annual workshops and learn from others and provide information • Hire consulting firm to complete specific tasks • Supervise work of staff hired to assist with program with positive results • Complete all reports 	<p>Successful Completion</p> <ul style="list-style-type: none"> • Attend annual workshops • Qualified consulting firm selected • Staff hired • Reports completed 	<p>Complete project as per outline by March 2011</p> <ul style="list-style-type: none"> • Participate in 3 ecoMOBILITY workshops 2009, 2010 & 2011 • One consulting firm hired • One staff person hired to assist with ecoMOBILTIY • 4 simplified progress reports completed, 2 progress reports completed, 1 annual report completed, 1 final report completed.

TABLE A.3 PROJECT RESULTS MEASUREMENT - PROJECT OUTCOME TABLE

1.0 Migration Fund

Activities		Project Benefits	Measurement Indicators		Targets
			Intermediate	Ultimate	
1.1	<p>Design and create a fund that will provide revenue for sustainable transportation projects</p>	<ul style="list-style-type: none"> Establish sources of funding for TDM projects Increase awareness and acceptance of transportation sustainability 		<ul style="list-style-type: none"> Amount of funding raised for TDM projects up to 50% over current levels for TDM programs Change in % awareness in the Migration Fund Change in % acceptance of the Migration Fund 	<p>It is anticipated that \$200,000 could be raised to support sustainable transportation projects within HRM. Based upon current budgets for TDM programs this could be a 50% increase in the funding levels.</p> <p>Awareness and acceptance of the program is anticipated to increase by 50% over the initial surveys.</p>

2.0 *Guaranteed Ride Home*

Activities	Project Benefits	Measurement Indicators		Targets
		Intermediate	Ultimate	
2.1 Develop a guaranteed ride home program to complement HRM's commuter options program (SmartTrip)	<ul style="list-style-type: none"> Increased use of sustainable transportation modes and commuter options programs Provide assurance to users of sustainable transportation that they can get home in an emergency Reduce traffic congestion Reduce greenhouse gas emissions 	<ul style="list-style-type: none"> Change in the number of users of more sustainable modes of transportation Change in modal split Change in VKT Change in fuel consumption 	<ul style="list-style-type: none"> Reduced GHG emissions 	<p>Increase in transit use to 15% during the study, up from the existing 12.8% (2006). This equals a change of 2.2%.</p> <p>More individuals using active modes, taking part in carpooling and vanpooling</p> <p>The target for a reduction in the greenhouse gas emissions for the project (in which 5% of the total number of existing drivers to work) is 507 tonnes. This is based upon 569 commuters switching to more sustainable modes.</p> <p>Ultimately we want to meet Regional Plan targets of transit use to 23% and active transportation use to 2% (overall) with increases automobile occupancy above today's 1.2 (up to 1.5 by 2026).</p>

A.4 Evaluation Plan and Methodology to be used:

1. Approach and Organization

To measure the interim progress and final results of the project (TDM Migration Fund and the Guaranteed Ride Home Program), HRM will undertake both qualitative and quantitative approaches to the measurement of each project.

The TDM Migration fund will be monitored and evaluated using mainly qualitative methods. It is not anticipated that the development and initial implementation of the fund will result in a noticeable shift in modal choice, however, attitudes (of the general public) towards sustainable modes of transportation are expected to change, as is how the implementation of such projects related to transportation demand management is carried out in the future. This information is seen as being subjective and therefore not as easy to measure, however, the qualitative information received can be quantified in categories to see if there has been a change in overall opinions.

To evaluate the increase in awareness of the intent of the project, simple surveys will be conducted with a representative sample of HRM residents. This will indicate how many people understand the concept and how many who have never been exposed to transportation demand management programs. This information will help to direct the development of the fund and its potential acceptance. Next, through workshops, media coverage and other venues, the level of understanding will be translated into acceptance. It is important to discover how many understand the fund and its implications and goals.

Determining the level of acceptance of the fund by the general public can occur through polling exercises. The questions asked during the public polling will determine how residents feel about the fund and its implications. Subjective answers will again be categorized to calculate the level of acceptance. This will be used in follow up questionnaires to track changes in the level of acceptance.

The guaranteed ride home program will involve more quantitative methods of analysis. Employees with the partner workplaces will be surveyed 4 times during the pilot program to track changes in travel behaviour to and from work (based upon the usual mode of travel). This will allow HRM to determine the modal shift rate (including the mode that employees have been and currently are, using). The surveys will also include opinion-type questions that will inform staff as to why commuters are choosing the mode they are using and what needs to occur to change the mode to a more sustainable one (if necessary). This information can be used to develop the program as well as how it can be altered and promoted.

Other data sources will be used to complement the data received through the survey and cross tabulated to determine the impact of the guaranteed ride home program upon traffic volumes and greenhouse gas emissions.

Any of the qualitative data received during the pilot project will be quantified in a similar manner as described above. It will then be used to supplement the information received from the surveys and other sources (such as the census and the Cordon Count program).

2. Quantification Framework and Method

Each component of HRM's ecoMOBILITY program will be evaluated separately as they have different outcomes and reporting methods. The goal of each is the same in that the intention is to shift commuters from less sustainable modes of transportation to more sustainable modes, thereby reducing greenhouse gas emission and the impact of increasing traffic volumes upon the existing transportation network.

The guaranteed ride home program will be evaluated through a variety of measurements as described below:

1. Surveys (to be conducted at each worksite)
 - i. Baseline surveys will be conducted with each partner workplace at the beginning of the project. This will provide HRM with pre-program data on how employees commute to and from work.
 - ii. Pilot project surveys will be conducted during the pilot phase of the program (at month 6 and month 12) to track interim changes and determine if changes in how the program is being run, promoted and evaluated need to be made.

- iii. End of project surveys will be carried out upon the conclusion of the pilot program using the same questions as the baseline survey. This survey will provide data about the changes in travel behaviour at the worksites.
- iv. The surveys will include the following questions (in no particular order):
 1. how commuters usually travel to and from work (ie, the mode of travel used);
 2. time of day they commute to and from work;
 3. origin-destination information (by postal code or community)
 4. reasons why commuter need to drive alone (if they answered that in the first question);
 5. Knowledge of travel options;
 6. what it will take to shift to more sustainable modes of transportation.
2. Modal Split Data – HRM has initiated a program of bi-annual cordon counts (started in July of 2007 and refined in October 2007) based upon modal split. This data will be analysed to provide HRM with a snapshot of how travel to and from work occurs in HRM through key points onto the peninsula and into the older areas of Dartmouth. This program involves the collection of data enabling us to determine: the number of people in each vehicle; the number of people travelling on buses; and the number of people using active modes such as cycling and walking. This will provide HRM staff with information on how the general working population in HRM travels to and from work, and can be used to determine the effectiveness of the guaranteed ride home program at the workplace versus the working population. The modal split data is taken during early May and late Sept/early October on an annual basis.
3. Stats Canada/Census Data can be used to compare the information collected through the census and other Stats Canada surveys with the data HRM has collected. This data can be used as part of the baseline analysis.
4. Cross-tabulation of results will occur as they are compared and contrasted to determine if there has been a greater shift towards the use of sustainable transportation options for the employees taking part in the pilot program over the general population.
5. An evaluation of the costs of running a guaranteed ride home program will also occur to determine how this program will be offered and promoted in the future.

Based upon research conducted over the last few years, it is assumed that the cost of delivering the program will be small and therefore a program that the municipality could potentially continue to operate, however, there is always the potential that the usage can be greater than predicted. While cost increases for programs are not always seen as positive, in this case, it shows an increase in sustainable transportation utilization.

To measure GHG emissions from the project, this formula will be used:

1) $VKT\ reduced \times average\ fuel\ consumption\ in\ Nova\ Scotia = estimated\ reduction\ in\ fuel\ use\ (in\ litres)$

2) $Estimated\ reduction\ in\ fuel\ use\ (in\ litres) \times GHG\ or\ CAC\ conversion\ factor = GHG\ or\ CAC\ emissions\ reduction$

Where *VKT reduced* will be estimated based on data obtained from surveys, modal split cordon counts and Statistics Canada data, *average fuel consumption in Nova Scotia* is 9.2 litres/ 100km and the *GHG conversion factor* is 2.34 kg/litre of fuel. CAC conversion factors will be provided by Transport Canada.

Monthly reports will be generated throughout the process to assist in the determination of the success of the program. It will allow HRM to make changes that can be implemented in a timely fashion so that there are no missteps or reduction in the usage of the project.

Evaluating the TDM migration fund will occur in a different way. Public knowledge will be measured as will public perception of the concept. It will occur at the beginning and throughout the monitoring process. This number will enable HRM to determine how well the message is getting out to the public and the change in knowledge about the program and its benefits over time. This has been used in the past, particularly during the development of HRM's Regional Municipal Planning Strategy with positive results and increasing public awareness of the plan.

It is also intended that media coverage and public responses will be part of the analysis of the awareness of the program and how it is being perceived. The types of reports in the media will indicate, not only if we are getting our message out, but whether the program and the messages are being understood. For example, placing parking meters in locations

where there have not been any will send a direct message to the public that HRM is promoting short term parking but not long term and therefore encouraging commuters to use other modes. This in concert with the implementation of more sustainable options, such as a downtown shuttle bus connecting to MetroLink services will send a signal that sustainable transportation is a primary focus of HRM's policy to promoting short term parking over long term parking.

SCHEDULE B - PROJECT BUDGET

TABLE B.1 TOTAL BUDGET (ALL YEARS)

Initiative	Budget	HRM (cash)	HRM/Partners (in-kind)	(Other source)s	Canada
TDM Migration Fund	\$125,000	\$35,000		\$35,000	\$55,000
Guaranteed Ride Home Program	\$125,000	\$60,000	\$5,000	\$10,000	\$50,000
PROJECT TOTALS	\$250,000	\$95,000	\$5,000	\$45,000	\$105,000
PERCENTAGE	100%	38%	2%	18%	42%

TABLE B.2 PROJECT PARTNER CONTRIBUTIONS

SOURCES	CONTRIBUTION			
Name	DESCRIPTION	CASH	VALUE-IN-KIND	DOCUMENTATION INCLUDED
Conserve NS		\$35,000		Yes
Halifax Dartmouth Bridge Commission		\$10,000		Yes
Dalhousie University			\$1000	Yes
NSPI			\$2000	Pending
DND			\$1000	Pending
Patterson Law			\$1000	Yes
Total		\$45,000	\$5000	

TABLE B.3 CASH FLOW FORECAST – YEAR 1 (TO MARCH 31, 2010)

Initiative	Budget	HRM (cash)	HRM/Partners (in-kind)	(Other source)s	Canada
TDM Migration Fund	\$89,000	\$28,000	0	\$35,000	\$26,000
Guaranteed Ride Home Program	\$80,000	\$30,500	\$2,500	\$10,000	\$37,000
PROJECT TOTALS	\$169,000	\$58,500	\$2,500	\$45,000	\$63,000
PERCENTAGE	100%	34%	2%	27%	37%

TABLE B.4 CASH FLOW FORECAST – YEAR 2 (TO MARCH 31, 2011)

Initiative	Budget	HRM (cash)	HRM/Partners (in-kind)	(Other source)s	Canada
TDM Migration Fund	\$36,000	\$16,000			\$20,000
Guaranteed Ride Home Program	\$45,000	\$20,500	\$2500		\$22,000
PROJECT TOTALS	\$81,000	\$36,500	\$2,500	0	\$42,000
PERCENTAGE	100%	45%	3%	0	52%

SCHEDULE C - REPORTING TEMPLATES

Content of Reports

Reports must be presented as per the Reporting Plan in Schedule D, and contain the following information:

SIMPLIFIED PROGRESS REPORT

- Table C.2 – Progress Report Template
- Table B.3+ - Updated Cash Flow Forecast
- Narrative: Update on Project Activities

PROGRESS REPORT

- Table C.2 – Progress Report Template
- Table C.1 - Statement of Revenue and Expenditures
- Table B.3+ - Updated Cash Flow Forecast
- Narrative: Description and analysis of progress achieved
- Table C.9 - Expense Claim Form and copies of receipts, invoices, etc.

ANNUAL REPORT

- Executive Summary
- Table C.4 - Annual Project Activity Report Template
- Table C.5 - Annual Project Benefits Report Table
- Narrative: Description and analysis of progress achieved
- Narrative: Description and analysis of difficulties, success and lessons learned
- Table C.3 - Annual Financial Report Template
- Table B.3+ Updated Cash Flow Forecast
- Conclusions
- Table C.9 - Expense Claim Form and copies of receipts, invoices, etc.

FINAL REPORT

- Executive Summary
- Table C.7 - END-OF-PROJECT ACTIVITY REPORT TEMPLATE
- Table C.8 - FINAL PROJECT BENEFITS REPORT TABLE
- Narrative: Description and analysis of activities completed
- Narrative: Description and analysis of difficulties, success and lessons learned
- Table C. 6 - Final Financial Report Template
- Conclusions and recommendations
- Table C.9 - Expense Claim Form and copies of receipts, invoices, etc.

Description of the content of narrative sections

NARRATIVE: UPDATE ON PROJECT ACTIVITIES

- Provide any relevant information on the project activities.

NARRATIVE: DESCRIPTION AND ANALYSIS OF PROGRESS ACHIEVED

- A description and analysis of the progress achieved and whether the project is on track.

NARRATIVE: DESCRIPTION AND ANALYSIS OF ACTIVITIES COMPLETED

- A qualitative and quantitative discussion on the progress of the implementation of each of the Project Activities listed and described in Table C.2. If a target is not achieved, a reasonable explanation must be provided.
- A summary of work completed, including timelines and location;
- Project participants
 - Number and type of organizations involved.
 - Number and description of organizations that plan to maintain an ongoing relationship with your organization after the completion of the Project

NARRATIVE: DESCRIPTION AND ANALYSIS OF DIFFICULTIES, SUCCESS AND LESSONS LEARNED

- A list of difficulties and successes of the Project and approach lessons learned that may assist others working on similar projects
- Steps to be taken to build on and share this work
- Unexpected impacts that arose through conducting the Project (explain)
- When applicable, an explanation as to why the goals were not met

Tables to be added to the reports

TABLE C.1 STATEMENT OF REVENUE AND EXPENDITURES

ACTIVITIES (As identified in Table A.2)	TOTAL BUDGET			TOTAL EXPENDITURES FOR * INSERT TIME PERIOD*		
	ECO MO BILITY	OTHER SOURCES CASH	OTHER SOURCES IN-KIND	ECO MO BILITY	OTHER SOURCES CASH	OTHER SOURCE S IN-KIND
Total						

TABLE C.2 PROGRESS REPORT TEMPLATE

Activities (As identified in Table A.2)	Goals	Performance Indicators	Targets	Results over previous four months

TABLE C.3 ANNUAL FINANCIAL REPORT TEMPLATE

ACTIVITIES	TOTAL BUDGET			TOTAL EXPENDITURES FOR FISCAL YEAR		
	ECO MO BILITY	OTHER SOURCES CASH	OTHER SOURCES IN-KIND	ECO MO BILITY	OTHER SOURCES CASH	OTHER SOURCES IN-KIND
Total Expenditures						

TABLE C.4 ANNUAL PROJECT ACTIVITY REPORT TEMPLATE

Activities (As identified in Table A.2)	Goals	Performance Indicators	Targets	Results (If the goal is not met, please provide an explanation as to why it wasn't)

TABLE C.5 ANNUAL PROJECT BENEFITS REPORT TABLE

Activities	Project Benefits	Measurement Indicators		Targets	Results to: <i>insert date</i> (If the goal is not met, please provide an explanation as to why it wasn't)
		Intermediate	Ultimate		

TABLE C.6 FINAL FINANCIAL REPORT TEMPLATE

ACTIVITIES	TOTAL BUDGET			TOTAL EXPENDITURES		
	ECOMOBILITY	OTHER SOURCES CASH	OTHER SOURCES IN-KIND	ECOMOBILITY	OTHER SOURCES CASH	OTHER SOURCES IN-KIND
Total Expenditures						

TABLE C.7 END-OF-PROJECT ACTIVITY REPORT TEMPLATE

Activities (As identified in Table A.2)	Goals	Performance Indicators	Targets	Results (If the goal is not met, please provide an explanation as to why it wasn't)

TABLE C.8 FINAL PROJECT BENEFITS REPORT TABLE

Activities	Project Benefits	Measurement Indicators		Targets	Results to: <i>insert date</i> (If the goal is not met, please provide an explanation as to why it wasn't)
		Intermediate	Ultimate		

TABLE C.9 EXPENSE CLAIM FORM (FOR REIMBURSEMENT)

The expense claim form must be provided with all claims for reimbursement. The form includes details on expenses related to the Project and will be used to determine the amount to be reimbursed to the recipient. The form must be accompanied by evidence satisfactory to Canada that the recipient has incurred and paid eligible expenses (receipts, invoices, etc.).

C.9 Expense Claim Form

Transport Canada
ecoMOBILITY Program

NAME OF RECIPIENT: _____

CLAIM # _____

PROJECT NAME: _____

CLAIM DATE: _____

AGREEMENT NUMBER: _____

FROM: _____

TO: _____

REF. #	ACTIVITY #	SUPPLIER	PARTICULARS (WAGES & BENEFITS, GOODS, ETC.)	INVOICE #	INVOICE DATE	INVOICE AMOUNT			TOTAL INVOICE	MINUS GST REBATE	MINUS INELIGIBLE	NET EXPENSE CLAIMED	NET EXPENSES BY ACTIVITY	COMMENTS
						BEFORE TAXES	PST	GST						
1														
2														
3														
4														
5														
6														
7														
8														
9														
Total						0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	

Invoiced to Transport Canada (max. 50% of eligible expenses)	
Minus: 10% holdback	0,00
Total amount to be paid to (Recipient's Name)	0,00

Signature of Senior Financial Officer for Recipient, date

SCHEDULE D - REPORTING PLAN

Reports will be submitted to Canada on the following dates:

1) Simplified Progress Reports:

DUE Date: July 31, 2009 (covering reporting period April 1, 2009 to June 30, 2009)

DUE Date: January 30, 2010 (covering reporting period October 1, 2009 to December 31, 2009)

DUE Date: July 31, 2010 (covering reporting period April 1, 2010 to June 30, 2010)

DUE Date: January 2011 (covering reporting period October 1, 2010 to December 31, 2010)

2) Progress Reports:

DUE Date: October 31, 2009 (covering reporting period April 1, 2009 to September 30, 2009)

DUE Date: October 31, 2010 (covering reporting period April 1, 2010 to September 30, 2010)

3) Annual Reports:

DUE Date: April 30, 2010 (covering reporting period April 1, 2009 to March 31, 2010)

4) Final Report:

DUE Date: April 30, 2011 (covering reporting period January 1, 2009 to March 31, 2011)

5) Expense Claim Forms and Receipts:

DUE Date: October 31, 2009 (covering reporting period April 1, 2009 to September 30, 2009)

DUE Date: April 30, 2010 (covering reporting period October 1, 2009 to March 31, 2010)

DUE Date: October 31, 2010 (covering reporting period April 1, 2010 to September 30, 2010)

DUE Date: April 30, 2011 (covering reporting period October 1, 2010 to March 31, 2011)

SCHEDULE “E-1” – ANNUAL CERTIFICATE OF COMPLIANCE

In the matter of the contribution agreement between Her Majesty the Queen in Right of Canada as represented by the Minister of Transport, Infrastructure and Communities (“Canada”) and [INSERT LEGAL NAME OF THE RECIPIENT] (“Recipient”) dated _____ [Effective Date] under ecoMOBILITY (the “Agreement”).

I, [INSERT NAME OF THE PERSON], holding the position of [INSERT TITLE POSITION], as authorized representative of [INSERT LEGAL NAME OF THE RECIPIENT], have knowledge of the matters set forth in this Certificate and I certify to Canada the following:

1. I am duly authorized by the Recipient to give this Certificate under [By-law, resolution of the Board of Directors, etc.].
2. I read and understood the Agreement and the request for payment by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is correct and accurate.
3. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
4. All representations and warranties of the Recipient contained in the Agreement, in any schedule attached to the Agreement, or in any document delivered by the Recipient to Canada in connection with this Agreement, are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate (regardless of the date as of which the information in the Agreement, schedule or document is given).

Dated, this _____^[th/st/rd] day of _____ 20____.

Signature
[Insert Name and position held in the Recipient]

SCHEDULE “E-2” – FINAL CERTIFICATE OF COMPLIANCE

In the matter of the contribution agreement between Her Majesty the Queen in Right of Canada as represented by the Minister of Transport, Infrastructure and Communities (“Canada”) and [INSERT LEGAL NAME OF THE RECIPIENT] (“Recipient”) dated _____ [Effective Date] under ecoMOBILITY (the “Agreement”).

I, [INSERT NAME OF THE PERSON], holding the position of [INSERT TITLE POSITION], as authorized representative of [INSERT LEGAL NAME OF THE RECIPIENT], have knowledge of the matters set forth in this Certificate and I certify to Canada the following:

1. I am duly authorized by the Recipient to give this Certificate under [By-law, resolution of the Board of Directors, etc.].
2. I read and understood the Agreement and the request for payment by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is correct and accurate.
3. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
4. All representations and warranties of the Recipient contained in the Agreement, in any schedule attached to the Agreement, or in any document delivered by the Recipient to Canada in connection with this Agreement, are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate (regardless of the date as of which the information in the Agreement, schedule or document is given).
5. The Project, as defined in the Agreement, has been completed.
6. The total Eligible Costs to date, determined in accordance with the Agreement, are \$_____.
7. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____^[th/st/rd] day of _____ 20____.

Signature
[Insert Name and position held in the Recipient]

SCHEDULE F – ELIGIBLE COSTS

Eligible costs will be all direct costs, which are in Canada's opinion properly and reasonably incurred and paid by an eligible Recipient for the Project between the Project Start Date and the Project Completion Date.

Eligible costs could include:

- Product development (e.g. internet-based ride-matching software);
- Information products, and outreach activities;
- Rental of office space and equipment;
- Salaries and benefits directly attributable to the Project;
- Fees to professionals, technical personnel, consultants; and
- Contractors specifically engaged to deliver the Project.

Eligible costs may also include in-kind contributions by the Recipient or other Project Partners. These are goods, services or works that would normally be purchased and paid for by the Recipient, including but not limited to:

- Equipment, materials and office space;
- Expertise from consultants; and
- Coordination or professional services.

In-kind contributions proposed by the Recipient must be approved by Canada, and will be defined in the Project Contribution Agreement. In-kind contributions must represent new or incremental costs.

Ineligible costs include, but are not limited to:

- Purchase of land, real estate, other fees, financial payments or interest on loans;
- Expenses incurred and/or paid prior to the Project Start Date and after the Project Completion Date; and
- Provincial Sales Tax and Goods and Services Tax for which the Recipient is eligible to receive a tax rebate, and other costs eligible for rebates.

SCHEDULE G – ADDITIONAL CLAUSES

1. Environmental Assessment

- a) Should Canada decide that an environmental assessment (EA) of the Project is required pursuant to the *Canadian Environmental Assessment Act* (CEAA), the Recipient agrees that, despite any other provision of this Agreement, no funds will become payable by Canada to the Recipient under this Agreement with respect to the Project, unless the EA has been conducted in accordance with CEAA and Canada has determined that, taking into account the implementation of any mitigation measures that Canada considers appropriate, the Project as assessed pursuant to CEAA (“CEAA Project”) is either unlikely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that can be justified in the circumstances as determined by a mediator or review panel under CEAA;
- b) Should an EA of the Project be required pursuant to the CEAA, the Recipient agrees that it shall not undertake the construction of the Project until the EA has been conducted in accordance with CEAA and that Canada has determined that, taking into account the implementation of any mitigation measures that Canada considers appropriate, the CEAA Project is either unlikely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that can be justified in the circumstances as determined by a mediator or review panel under CEAA;
- c) Should an EA of the Project be required pursuant to the CEAA, the Recipient agrees that Canada may delegate the task of conducting the EA to the Recipient under the direction and in cooperation with Canada;
- d) Should Canada determine that, taking into account the implementation of mitigation measures that Canada considers appropriate, the CEAA Project is not likely to cause significant adverse environmental effects or that the CEAA Project is likely to cause significant adverse environmental effects that can be justified in the circumstances as determined by a mediator or review panel under CEAA, Canada shall ensure that a copy of the completed EA report be given to the Recipient, and the Recipient hereby agrees to implement the mitigation measures set out in the report and any subsequent alternative mitigation measures as agreed by the Parties;
- e) Should Canada be required to design a follow-up program under CEAA for the CEAA Project or decide that a follow-up program under CEAA is appropriate in the circumstances, the Recipient agrees to design the follow-up program and to implement it to Canada’s satisfaction, and to provide written reports to Canada, which reports will indicate whether Canada’s conclusions with respect to the CEAA Project’s environmental significance were accurate and whether the mitigation measures that have been implemented by the Recipient are effective;
- f) Without limiting the generality of any other provision of this Agreement, the Recipient further agrees to provide Canada with access to Project sites, upon reasonable notice, for the purpose of ensuring that the mitigation measures and the follow-up program have been implemented;
- g) Should Canada need to revisit the EA or ensure that a subsequent EA is conducted, the Recipient agrees that all of Canada's obligations pursuant to this Agreement with respect to the Project will be suspended from the moment that Canada informs the Recipient that the current EA needs to be revisited or that a new EA needs to be conducted and such situation will remain until Canada has decided that, taking into account the implementation of any mitigation measures that Canada considers appropriate, the CEAA Project is either unlikely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that can be justified in the circumstances as determined by a mediator or review panel under CEAA.

2 Aboriginal Consultations

2.1 Conditional commitment

- a) The Recipient acknowledges that Canada's contribution is conditional upon Canada satisfying itself that any legal obligation to consult with, and where appropriate, accommodate Aboriginal groups has been met.
- b) The Recipient acknowledges that Canada must be satisfied that the obligation as set out above continues to be met throughout the duration of the Project, and that if, as a result of changes to the Project or otherwise, Canada should determine that further consultation is required, the Recipient agrees, to work with Canada to ensure consultation, and if appropriate, accommodation obligations are met to Canada's satisfaction.

2.2 Recipient's obligation

The Recipient agrees to undertake the following discussions and provide the following written information to Canada.

Discussions:

- (a) make contact with all Aboriginal groups in the Project area that might be affected by the Project;
- (b) explain the Project, to the Aboriginal groups, and
- (c) seek any concerns that the Aboriginal groups may have with respect to potential adverse impacts on potential or established Aboriginal or treaty rights.

Written Information:

- a) Identification of all Aboriginal groups contacted by the Recipient for the Project;
- b) Summary of any and all communication to date with any and all Aboriginal groups contacted, including details as to which groups are in support of the Project or have no objection to the Project proceeding, and identification of whether the positions are final, preliminary, or conditional in nature;
- c) Identification of any issues or concerns raised by Aboriginal groups for the Project and, if applicable, how the Recipient intends to address those issues or concerns, and
- d) Any other information Canada may deem appropriate.

LETTERS OF SUPPORT