To: Mayor and Council
From: Engineering Department
Date: October 5, 2017

Transport Canada – Rail Safety Improvement Program Agreement for Grade Crossing Improvements Contribution

The following report has been reviewed and endorsed by the Chief Administrative Officer.

- RECOMMENDATIONS:

  A. THAT Delta enter into an Agreement entitled “Agreement for Grade Crossing Improvements” with Transport Canada.

  B. THAT the Mayor and Municipal Clerk be authorized to sign all documents related to the Transport Canada Rail Safety Improvement Program cost-share funding agreement.

- PURPOSE:

  The purpose of this report is to seek Council approval of the “Rail Safety Improvement Program Agreement for Grade Crossing Improvements Contribution” (Attachment A) by which Transport Canada will provide funding for the River Road Bike Lane Improvement Project.

- BACKGROUND:

  The current multi-use pathway on River Road from Centre Street to West Mill Access Road was outlined by Transport Canada, in a letter addressed to staff in August 2016, as concerning for cyclists crossing the BNSF Railway Company’s railway crossing (Attachment B).

  In October 2016, Transport Canada announced federal funding ($55 million) for the Rail Safety Improvement Program. Under the Rail Safety Improvement Program, Transport Canada provides cost-share funding across key areas, including investments in infrastructure, technology and research and educated and awareness initiatives that could improve rail safety, contribute to reduction of injuries and fatalities, and increase confidence in Canada’s rail transportation system.
In December 2016, staff applied to Transport Canada under the Rail Safety Improvement Program. On April 26, 2017, Transport Canada confirmed that funding (Attachment B) would be made available for bike lane improvements on River Road across the grade crossing (Attachment C).

**Council Policy:**
Authority to execute documents must be granted by Council resolution.

**DISCUSSION:**

The "Agreement for Grade Crossing Improvements" between the Government of Canada and The Corporation of Delta was drawn up to provide a federal contribution of $68,000 towards the bike lane improvement project on River Road, estimated to cost $85,000. The agreement duration will be from the date of signing of the agreement to March 31, 2018.

**Implications:**
Financial Implications – Funding for this project was approved as part of the 2017 Capital Plan (Attachment D). To now secure the $68,000 funding from Transport Canada, the agreement provided in Attachment A is to be signed.

**CONCLUSION:**

The "Agreement for Grade Crossing Improvements" was prepared to establish the terms and conditions for project cost-sharing between the Government of Canada and Delta towards the bike lane improvement project on River Road. If Council supports entering into an agreement with Transport Canada, and the River Road bike lane improvement project is completed by the spring of 2018, the safety of cyclists along the BNSF Railway’s rail crossing will be improved and will address Transport Canada’s concerns.

Steven Lan, P.Eng.
Director of Engineering

Department submission prepared by: Dali Ann Mwandacha
DM/gwb/bm/II

This report has been prepared in consultation with the following listed department.

<table>
<thead>
<tr>
<th>Concurring Department</th>
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<td>Finance</td>
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ATTACHMENTS:

A. Transport Canada Rail Safety Improvement Program Agreement for Rail Crossing Improvements
B. Letter from Transport Canada dated August 16, 2016 and April 26, 2017
C. Project Location
D. 2017 Capital Detail Sheet – ROADS–CO 13
CANADA - THE CORPORATION OF DELTA
RAIL SAFETY IMPROVEMENT PROGRAM

AGREEMENT FOR GRADE CROSSING IMPROVEMENTS

This Agreement is made as of the date of last signature

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of Transport ("Canada")

AND

THE CORPORATION OF DELTA, continued or incorporated pursuant to
the Municipality Act (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

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

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

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

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

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

"Agreement End Date" means September 30, 2018.

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

"Asset Disposal Period" means the period commencing from the Effective Date and
ending on the Agreement End Date.

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

"Declaration of Completion" means a declaration in the form substantially prescribed in
Schedule F (Declaration of Completion).

"Effective Date" means the date of last signature of this Agreement.

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

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

"Final Claim Date" means the Project Completion Date of the Project no later than March
31, 2018.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the
following year.
“Guide” means the *Guide to Railway Charges for Crossing Maintenance and Construction* prepared by the Canadian Transportation Agency, applicable to the year that the work was completed.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs. The associated cash-equivalent expenditures may be considered Eligible Expenditures in accordance with Schedule A (Eligible and Ineligible Expenditures).

“Project” means the project as described in Schedule B (The Project).

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2018.

“Project Component” means any of the components of the Project as described in Schedule B.2 (Project Components and Cashflow).

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

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

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

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

1.4 SCHEDULES

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

- Schedule A – Eligible and Ineligible Expenditures
- Schedule B – The Project
- Schedule C – Certificate(s) of Compliance for Claims
- Schedule D – Communications Protocol
- Schedule E – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of sixty eight thousand dollars ($68,000.00).

b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Components and Cashflow).

c) If Canada’s total contribution towards the Project exceeds eighty percent (80%) of the Project’s total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an
amount equal to the excess.

d) The Parties acknowledge that Canada’s role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.

b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.

c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.

d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.

e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.

f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 17.6 (Set-off by Canada).

g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.

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

3.3 APPROPRIATIONS AND FUNDING LEVELS

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

a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Components and Cashflow).

b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.

c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

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

a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.

b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

3.6 **INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.7 **GUIDELINES**

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

4. **RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by by resolution of its Board of Directors No. __________, dated __________;

b) the Recipient has the capacity and authority to carry out the Project;

c) the Recipient has the requisite power to own the Assets;

d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;

e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal Lobbying Act, is registered pursuant to that Act;

g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal Lobbying Act;

h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and

i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. [INTENTIONALLY OMITTED]

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

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

a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;

b) all applicable labour, environmental, and human rights legislation are respected; and

c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. [INTENTIONALLY OMITTED]

8. ABORIGINAL CONSULTATION

The Recipient agrees that:

a) Canada has determined that no legal duty to consult Aboriginal groups arises in the context of the Project. If as a result of changes to the Project, or otherwise, Canada determines that a legal duty to consult arises, 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 legal duty to consult arises.

b) In the event that a legal duty to consult arises as described in Section 8 (a) (Aboriginal Consultation), the Recipient agrees that:
i. no construction of the Project will occur and Canada has no obligation to reimburse Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;

ii. if, as a result of changes to the Project or otherwise, Canada determines that further consultation is required, the Recipient will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and

iii. it will consult with Aboriginal groups that might be affected by the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:

c) a list of all Aboriginal groups contacted;

d) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary, or conditional in nature;

e) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Recipient has addressed or proposes to address those issues or concerns; and

f) any other information Canada may deem appropriate.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

a) Canada will not pay interest for failing to make a payment under this Agreement.

b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.

c) Canada will not pay any claims until the requirements under Section 8 (Aboriginal Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

a) The Recipient will submit progress claims to Canada covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:

i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule C.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;

ii. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 Project Components and Cashflow);

iii. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.

b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

a) The Recipient will submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:

i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule C.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;

ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Project Components and Cashflow);
iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule C.2 (Certificate of Compliance for Final Claim);

iv. a completed Declaration of Completion in accordance with Section 9.5 (Declaration of Completion);

v. upon request by Canada, any of the documents referenced in Schedule E (Declaration of Completion); and

vi. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.

b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.4 WITHHOLDING OF CONTRIBUTION

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

9.5 DECLARATION OF COMPLETION

a) Prior to executing the Declaration of Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Completion lists all relevant documents.

b) The Declaration of Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. [INTENTIONALLY OMITTED]

11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

11.1 RECIPIENT AUDIT

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

11.2 [INTENTIONALLY OMITTED]

11.3 EVALUATION

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

11.4 CORRECTIVE ACTION

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

11.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.6 ACCESS

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

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

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

12.3 PUBLIC INFORMATION
The Recipient acknowledges that the following may be made publicly available by Canada:
   a) its name, the amount awarded by Canada, and the general nature of the Project; and
   b) any evaluation or audit report and other reviews related to this Agreement.

13. INTELLECTUAL PROPERTY
   a) All intellectual property that arises in the course of the Project will vest in the Recipient.
   b) The Recipient will 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 the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

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

15. DEFAULT

15.1 EVENTS OF DEFAULT
The following events constitute Events of Default under this Agreement:
   a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
   b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
   c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
   d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

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

15.3 REMEDIES ON DEFAULT

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

a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;

b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;

c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;

d) terminate the Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, “Person” includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;

b) any damage to or loss or destruction of property of any Person; or

c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;

b) any damage to or loss or destruction of property of any Person; or

c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

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

a) Assets acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, through the course of the Project will be the responsibility and remain the property of the Recipient.

b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of the Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset’s disposal.

c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada’s discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

18. **GENERAL**

18.1 **PUBLIC BENEFIT**

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

18.2 **SURVIVAL**

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

18.3 **ACCOUNTING PRINCIPLES**

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

18.4 **DEBTS DUE TO THE FEDERAL CROWN**

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

18.5 **INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

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

18.6 **SET-OFF BY CANADA**

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

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

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

18.8 **CONFLICT OF INTEREST**

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

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

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

Canada-The Corporation of Delta 2017-2018 RSIP Agreement

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Canada and the Recipient or between Canada and a Third Party.
b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 NO AUTHORITY TO REPRESENT
Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

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

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

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

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

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

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

Canada:
Director, Transportation Infrastructure Program
Transport Canada
Place de Ville, Tower C, 19th Floor
330 Sparks Street
Ottawa, Ontario
K1A 0N5
Email: TC.RSIPITR-PASFITR.TC@tc.gc.ca

Recipient:
Mayor and Clerk
The Corporation of Delta
4500 Clarence Taylor Crescent
Delta, British Columbia
V4K 3E2
Email: gbotha@delta.ca

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

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

18.17 COMPLIANCE WITH LAWS

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

18.18 GOVERNING LAW

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

18.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.
19. SIGNATURES
This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the Corporation of Delta by the Mayor and Clerk.

<table>
<thead>
<tr>
<th>HER MAJESTY THE QUEEN IN RIGHT OF CANADA</th>
<th>THE CORPORATION OF DELTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per: Emilia Warriner</td>
<td>Per: Lois E. Jackson</td>
</tr>
<tr>
<td>Director, Transportation of Infrastructure Program</td>
<td>Mayor</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Per: Robyn Anderson
Municipal Clerk

Date
SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

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

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

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

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

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of the Project, but are not reimbursable.
SCHEDULE A.2: INELIGIBLE EXPENDITURES

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

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

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:
The Project involves grade crossing improvements in the Province of British Columbia.

Objective(s):
The objective of the Project is to enhance public safety at the public grade crossing described in Schedule B.2 (Project Components and Cashflow) to reduce the risk of collisions, fatalities and injuries.

Activities:
The Project consists of improvements to the crossings described in Schedule B.2 (Project Components and Cashflow) through undertaking the following activities:

- Design drawings;
- Removal of precast concrete roadside barriers, including minor relocation;
- Removal of existing streetlights c/w parapet roadside barriers, including native backfill, compaction and pavement restoration;
- Paint markings; and
- Detector loop reinstatement for traffic signals.

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

- Number of crossing improvements to reduce the risk of collisions, fatalities, and injuries.

This data is collected only for the purpose of performance measurement and reporting to Canadians.
### SCHEDULE B.2: PROJECT COMPONENTS AND CASHFLOW

<table>
<thead>
<tr>
<th>Name of Project Component</th>
<th>Description of Project Component</th>
<th>Estimated Total Project Expenditures</th>
<th>Estimated Total Eligible Project Expenditures</th>
<th>Estimated Contribution by Canada</th>
<th>Estimated contribution to Eligible Expenditures per Party, per Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Main technical and financial stages, location, construction methods, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Mile 137.1 New Westminster Subdivision</td>
<td>Record Drawings</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$4,000.00</td>
<td>Canada $4,000.00</td>
</tr>
<tr>
<td>1.1</td>
<td>Removal of Precast Concrete Roadside Barriers (including minor relocation)</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$12,000.00</td>
<td>Canada $12,000.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Removal of existing streetlights c/w parapet roadside barriers (including native backfill, compaction and pavement restoration)</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td>$40,000.00</td>
<td>Canada $40,000.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Paint Markings</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$4,000.00</td>
<td>Canada $4,000.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Detector Loop Reinstatement</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$8,000.00</td>
<td>Canada $8,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$85,000.00</td>
<td>$85,000.00</td>
<td>$68,000.00</td>
<td>Canada $68,000.00</td>
</tr>
</tbody>
</table>

For greater certainty, Canada’s total contribution cannot exceed the amount set out in Section 3.1 (Contribution by Canada).
SCHEDULE C - CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE C.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of Delta (the "Recipient"), represented by ___________________(Name), concerning the Rail Safety Improvement Project (the "Agreement").

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

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

2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].

3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.

4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.

5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.

6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this ________ day of __________ 20___

______________________________

Signature
SCHEDULE C.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of Delta (the “Recipient”), represented by ___________________________ (Name), concerning the Rail Safety Improvement Project (the “Agreement”).

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

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

2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].

3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.

4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.

5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.

6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

7. The Project as defined in the Agreement has been completed.

8. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Aboriginal consultations have been implemented.

9. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:

[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]

10. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.

11. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this ________ day of __________ 20__

____________________________
Signature
SCHEDULE D – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.

2. The mechanisms for such communications and public information activities and products will be determined by Canada.

3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products
The Parties may jointly develop information kits, brochures, public reports, and website material for the public about the Project.

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

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

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

Signage
Prior to the implementation of the Project under this Agreement, and as directed by Canada, the Recipient agrees to supply, erect, and maintain signage consistent with federal/provincial identity graphics guidelines, and in both official languages specifying that the Project is financed by contributions from the Government of Canada and the Recipient or such wording as may have been or may be agreed upon by Canada.

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

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of Delta (the “Recipient”), represented by (Name), concerning the Rail Safety Improvement Project (the “Agreement”).

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

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

2. I have received the following documents for the [PROJECT NAME] Project:
   a) [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by ____________________________, (Name), a ____________________________, (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
   b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been completed, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the ______ day of the __________ 20__.

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines referenced in Section 3.7 (Guidelines) of the Agreement:
   a) [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by ____________________________, (Name), a ____________________________, (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.

4. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at ____________________________, (City/Town), in ____________________________ (Province/Territory)
this ______ day of ____________________________, 20__.

__________________________________________
Signature
LETTER OF NON-COMPLIANCE AND CONCERN

August 16, 2016

Mr. Steven Lan
Director of Engineering
Delta, District of
By email only slan@delta.ca

Subject: Signal Inspection River Rd. Crossing Near Centre St.

Dear Mr. Lan,

I am a Railway Safety Inspector designated by the Minister of Transport under subsection 27(1) of the Railway Safety Act (RSA).

On August 11, 2016, I performed an inspection of Burlington Northern Santa Fe Railway Co and identified safety concerns as well as non-compliances as detailed in the attached appendix.

Safety at crossings is a shared responsibility between the railway and the road authority. Please advise this office in writing no later than August 31, 2016, how you intend to address these safety concerns.
Should you require additional information on this matter, please do not hesitate to contact me, at (604) 787-4621 or by e-mail at William.Dowd@tc.gc.ca.

Yours sincerely,

[Signature]

William (Randy) Dowd  
Railway Safety Inspector

cc: Manny Bhangu Engineering Project Technologist Corp. of Delta by email only at mbhangu@delta.ca
<table>
<thead>
<tr>
<th>Location</th>
<th>Responsible Authority</th>
<th>Concerns</th>
<th>Corrective Action</th>
</tr>
</thead>
</table>
| AWS: Mile 137.1, New Westminster(Bn) Subdivision (Burlington Northern Santa Fe), River Rd, CrossingID:32127 | Burlington Northern Santa Fe Railway Co | AWS - Gates  
Details:  
Issue with: Operation of gates (Begin its descent once the calculated gate arm clearance time has elapsed (min 3 sec), descent time horizontal within 10 and 15 sec , ascent time within 6 to 12 seconds)  
Comments:  
- (1) of Other Regulations Grade Crossing Standards  
10.3. The gate down delay is currently only 3 seconds. This seems insufficient for the design vehicle whether it be a heavy truck or a bicycle. There is a bi-directional bicycle lane on the north side of the crossing which makes the crossing gate arm on the east side an exit gate for eastward cyclists. This should be factored in while looking at the gate down delay as well. | Railway is responsible, no Road Authority Corrective Action expected | 2026252 |
Good Afternoon,

It is my pleasure to inform you that the project at mile 137.1 of the New Westminster Subdivision under the Rail Safety Improvement Program (RSIP), has been approved by the Minister of Transport for federal funding in fiscal year 2017-2018.

The project has been approved for funding up to a maximum of $68,000.00. The percentage of funding requested of up to 80% will be applied towards the road portion of the work. However, the elements of the projects where the work is the responsibility of the railway company, for example elements that are located within the railway company’s right-of-way and/or remain under the ownership of the railway are eligible for up to 50% federal contribution. A cost breakdown of the approved project to distinguish between the road portion and the railway portion of the work is required to be included into the contribution agreement.

A contribution agreement will be sent for your signature that will allow the project noted above to be reimbursed under the RSIP. In order for Transport Canada to draft the agreement, the following information below needs to be provided by June 30th, 2017.

- Full Legal Title and Location of Headquarters;
- Name and Title of the signatory who will sign on behalf of The Corporation of Delta;
- Date/Number of the board resolution or by law that authorizes the signatory to enter the agreement; and
- Primary Contact for Official Correspondence — Name, email and telephone number.

As RSIP funding has been allocated for this project for the 2017-2018 fiscal year, please notify Transport Canada as soon as possible if the project will not be completed prior to March 31, 2018.

If you have submitted projects that were not selected for funding, they will remain on the pending list for another year and re-assessed to be considered for funding in 2018-2019.

Should you have any questions or concerns related to the project or the project completion date, please contact Adriana Lovric the RSIP Program Officer, at 613-991-6452.

Sincerely,

Martin McKay, M.A.Sc., P.Eng.

Acting Director, Transit and West Projects, Transportation Infrastructure Programs (AHSE)
Transport Canada / Government of Canada

Directeur par intérim, Projets de transport urbain et de l'Ouest, Programmes d'infrastructure de transport (AHSE)
Transports Canada / Gouvernement du Canada
# Ongoing & Emerging Traffic Management

**Project Scope:**
Any unforeseen traffic and safety concerns that develop throughout the year may be funded from this program. Projects in this area include traffic counts, traffic signage, studies, data collection, and special traffic management strategies.

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated Capital</td>
<td>$148,500</td>
</tr>
</tbody>
</table>

**Project Total** $148,500

**Annual Associated Operating Costs starting in 2018:**

**Schedule:**

<table>
<thead>
<tr>
<th>Jan</th>
<th>Apr</th>
<th>Jul</th>
<th>Sep</th>
<th>Dec</th>
</tr>
</thead>
</table>

**Project Costs:**
- Wayfinding Signs: $20,000
- Tsawwassen Entrance Sign: $14,000
- Bike Lane Improvement at River Road Crossing: $60,000
- Street Lighting: $19,000
- Traffic Counts: $35,500

**Total Cost To Complete:** $148,500

**Estimated Completion:** September 2017

**Approvals Required:**

**Construction Performed by:**
- Municipal Crew
- External Contractor

**Project Rationale:**
This program allows staff to gather data necessary for the evaluation of current and emerging traffic issues throughout Delta and provides current information to residents and committees regarding local traffic concerns. In addition, mitigation of traffic and safety concerns that were not previously anticipated can be accommodated through this program.

**Program Overview:**
The Traffic Management Program utilizes traffic counts and studies, and special traffic management strategies to address traffic and safety issues as well as advance data collection required for the following years' capital projects.