

**SCHEDULE 18
COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT OBLIGATIONS**

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PART 1 DEFINITIONS

- 1.1** “**Construction Activities Incident**” has the meaning given in Section 5.1(e)
- 1.2** “**Complaints Protocol**” has the meaning given in Section 4.16.
- 1.3** “**Communications Performance Report**” has the meaning given in Section 4.17(a).
- 1.4** “**Communications and Stakeholder Engagement Objectives**” has the meaning given in Section 2.2(a).
- 1.5** “**Communications and Stakeholder Engagement Plan**” has the meaning given in Section 3.3.
- 1.6** “**Communications and Stakeholder Engagement Plan – Maintenance Period**” has the meaning given in Section 3.3(e).
- 1.7** “**Communications and Stakeholder Engagement Working Group**” has the meaning given in Section 6.1.
- 1.8** “**Crisis Communication Plan**” has the meaning given in Section 4.3(a).
- 1.9** “**Crisis Communication Plan - Maintenance Period**” has the meaning given in Section 4.3(b).
- 1.10** “**Key Milestone Celebrations**” means celebrations and larger events with the objective of building momentum for the Project, recognizing project milestones and partners. These celebrations include groundbreakings, progress events, and substantial completion.
- 1.11** “**Project Co Communications and Stakeholder Engagement Team**” has the meaning given in Section 3.3(a)(xviii).
- 1.12** “**Stakeholder Relations**” has the meaning given in Section 2.2(a).

PART 2 PRINCIPLES OBJECTIVES AND SCOPE

2.1 Communications and Stakeholder Engagement Principles

- (a) The Project represents an important infrastructure commitment by the City. Comprehensive plans for communications and Stakeholder engagement are required to ensure Stakeholders are informed and engaged where necessary and to meet the City’s communications and Stakeholder engagement requirements.
- (b) The City and Project Co shall work together to deliver these communications and Stakeholder engagement activities pursuant to the Project Agreement, including this Schedule 18.
- (c) The City will act as the public face of the project and lead on all Stakeholder Relations and communications activities.
- (d) Project Co acknowledges that:
 - (i) Project Co is the City’s and the Stakeholders’ primary source of information with respect to all matters within Project Co’s control for the Project; and
 - (ii) The City, at all times during the Project Term, shall rely upon Project Co not only to anticipate matters which may be of interest and concern to Stakeholders during the Project Term (based on its experience as well as lessons learned during the course of the Project), but also to proactively organize and disseminate such information in accordance with its obligations in the Project Agreement so as to permit the Parties to perform their obligations hereunder.

2.2 Communications and Stakeholder Engagement Objectives

- (a) The “**Communications and Stakeholder Engagement Objectives**” of the Project are as follows:
 - (i) to engage with Stakeholders to provide targeted information to area residents and businesses on the Project design and Construction Activities and their potential impacts (“**Stakeholder Relations**”) by:
 - (A) communicating disruptions, such as detours, overnight work, traffic adjustments and beginning of construction, in an effective and timely manner;
 - (B) providing public information and consultation opportunities to ensure Stakeholders are informed and engaged throughout to minimize complaints and increase understanding of the Project;
 - (C) ensuring Stakeholder input is obtained in a timely manner so that it may be properly considered by the Parties; and
 - (D) continuing to work with established community working groups and other networks identified during the planning and Environmental Assessment phase.
 - (ii) to communicate in a manner that builds excitement and understanding of the Project by:

- (A) developing momentum building communications to promote the Project, including Key Milestone Celebrations, signage, hoarding, and advertising;
 - (B) developing resources and templates to effectively and consistently communicate with Stakeholders; and
 - (C) recognizing the contribution of the Parties in this Project Agreement and the City's funding partners.
- (iii) during the Maintenance Period to continue to engage in providing Communications and Stakeholder Engagement activities as detailed in this Schedule but at a scope reflective of the potential maintenance issues.

2.3 Communication and Stakeholder Engagement Scope

- (a) The scope of this Schedule 18 includes but is not limited to, all print, event and electronic communications and Stakeholder engagement related to: planning, design, Environmental Approvals, Construction Activities, Maintenance and Rehabilitation Activities, Project milestones, community and Stakeholder Relations, media relations, media and governmental events, other special events, public information meetings, branded products, the Project website, social media, complaints and issues related to the Project and any responses to such complaints or issues.

**PART 3 COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT RESPONSIBILITIES
DURING THE PROJECT TERM**

3.1 City Responsibilities

- (a) The City will assume the lead communications and Stakeholder engagement role and will have the primary responsibility for all communications matters and Stakeholder Relations related to the Project. The City will:
- (i) develop a yearly updated Project Communications and Stakeholder Engagement Plan (the “**Communications and Stakeholder Engagement Plan**”) with input from Project Co;
 - (ii) develop and provide tools and templates for all communications and Stakeholder engagement Project materials unless otherwise specified in this Schedule 18;
 - (iii) develop and maintain a website, with input from Project Co;
 - (iv) provide identified, dedicated lead communications and Stakeholder engagement contacts;
 - (v) act as the primary media contact for the Project;
 - (vi) provide final review and approval of all communications and Stakeholder engagement materials;
 - (vii) communicate promptly with all relevant parties on Project issues; and
 - (viii) provide coordinated updates to Stakeholders.

3.2 Project Co Communications Responsibilities

- (a) Project Co shall:
- (i) carry out all activities required to fulfill all of Project Co’s communications and Stakeholder obligations in accordance with this Schedule 18;
 - (ii) along with the City participate in the development of Communications and Stakeholder Engagement Plan, and develop the Crisis Communication Plan in consultation with the City and Stakeholders and in accordance with this Schedule 18;
 - (iii) implement and comply with all plans, protocols and other documentation that have been reviewed and approved by the City and in accordance with this Schedule 18;
 - (iv) provide all information, materials and support to the City, as the City may reasonably require, in accordance with the requirements in the Communications and Stakeholder Engagement Plan and this Schedule 18;
 - (v) assist the City in responding to media, government and public enquiries related to the Project including but not limited to subject matter expertise, key facts and media questions and answers in accordance with the requirements in the Communications and Stakeholder Engagement Plan and this Schedule 18;

- (vi) provide, where required by the City, Project experts, to include but not be limited to design and construction engineers and environmental specialists to participate in special events, Stakeholder events and outreach meetings;
- (vii) in accordance with Part 5 of this Schedule, provide regular notifications to the City related to the management of local traffic during the Construction Period and ensure communication obligations in relation to the TTMP as detailed in Schedule 15-2, Part 7 – Traffic and Transit Management and Construction Access are fulfilled;
- (viii) attend special events, site tours and Stakeholder events and Stakeholder outreach meetings in accordance with Part 4 of this Schedule;
- (ix) work with the City to build and foster relationships with local businesses and the public in order to address the community’s concerns about the Works;
- (x) make staff available to respond to enquiries from Stakeholders about the Works;
- (xi) support the City in providing regular updates to immediately affected property owners, tenants and neighbourhoods on Works related issues;
- (xii) support the City in notifying affected residents and businesses of Construction Activities in accordance with Part 5 of this Schedule;
- (xiii) provide any necessary information required to demonstrate compliance with and fulfillment of the consultation related provisions of the Environmental Assessments and any other Environmental Approvals as detailed in Schedule 17 – Environmental Obligations;
- (xiv) support the City in making communications materials accessible to the public by meeting the City’s Accessibility Standards in compliance with the *Accessibility for Ontarians with Disabilities Act* (AODA) and in keeping with the City’s Accessibility Policy and Procedures;
- (xv) support the City in making communications materials available in French and English where required by the City in compliance with the City’s Bilingualism Policy;
- (xvi) work with all Project Co Parties, the City, and Project Stakeholders in carrying out Project Co’s obligations as set out in this Schedule 18;
- (xvii) ensure that Project Co and Project Co Parties exhibit a high degree of professionalism and courteousness with respect to carrying out all of Project Co’s obligations under this Schedule 18, including:
 - (A) attendance at City requested special events, site tours, Stakeholder events and Stakeholder outreach meetings;
 - (B) managing staff and contractor parking such that it does not negatively impact neighbourhood or business access;

- (C) not littering; and
 - (D) protecting and restoring any affected City and Third Party Facilities adjacent to the Works, in accordance with Schedule 15-2, Part 1, Article 4.1.
- (xviii) provide a description of Project Co's dedicated communications and Stakeholder engagement team (the "**Project Co Communications and Stakeholder Engagement Team**"), within 45 days of Financial Close, including the roles, responsibilities and experience of each team member and Project Co Party who will assist the implementation of this Schedule 18. The Project Co Communications and Stakeholder Engagement Team shall:
- (A) be led by a Director of Communications and Stakeholder Engagement who:
 - 1) shall have the qualifications set out in Schedule 9 – Key Individuals;
 - 2) is a member of Project Co's management team;
 - 3) is responsible for acting as the media spokesperson;
 - 4) [Intentionally Deleted]
 - 5) [Intentionally Deleted]
 - 6) possesses demonstrated relevant communications experience;
 - (B) provide sufficient other members of the team to meet the obligations of this Schedule who have relevant experience in communications writing, media relations, crisis communications, issues management, corporate and community relations;
 - (C) include at least one member acting as a Stakeholder outreach coordinator; and
 - (D) each member of the Project Co Communications and Stakeholder Engagement Team other than the Director shall possess a minimum of five years of transit or transportation construction-related communications experience.
- (b) Project Co acknowledges and agrees that, notwithstanding any other provision in this Schedule 18, the City will review and approve all communications and Stakeholder engagement materials with respect to the Project, and Project Co may not make any communications or disseminate any materials to Stakeholders with respect to the Project without the prior consent of the City.

3.3 Communications and Stakeholder Engagement Plan

- (a) The Project Co Communications and Stakeholder Engagement Team shall, no later than 60 days following Financial Close participate in the first Communications and Stakeholder Engagement Working Group meeting where the City will present an initial outline of the Project Communications and Engagement Plan.
- (b) Based on the outline of the Project Communications and Stakeholder Engagement Plan and in accordance with Schedule 18, Project Co will prepare a description of its communications and Stakeholder engagement requirements as part of the Communications and Stakeholder Engagement Plan no later than 90 days following Financial Close. This description will include the first submission of the first yearly construction schedule as detailed in Section 4.3.

- (c) Project Co shall participate with the City in a workshop to finalize the Communications and Stakeholder Engagement Plan. The City's communications and stakeholder engagement lead will organize and chair the workshop no later than 120 days following Financial Close.
- (d) Project Co shall participate with the City to update the Communications and Stakeholder Engagement Plan:
 - (i) on an annual basis; or
 - (ii) more frequently as may be requested by the City, or as may be required to account for any changes in the circumstances of or lessons learned with respect to the Project.
- (e) With respect to the Maintenance Period, the Project Co Communications and Stakeholder Engagement Team shall, no later than 60 days prior to Substantial Completion and prior to initiating any communications-related activity or disseminating any maintenance communications-related materials, participate as part of a Communications and Stakeholder Engagement Working Group meeting where the City will present the outline of the Communications and Stakeholder Engagement Plan for the Maintenance Period (the "**Communications and Stakeholder Engagement Plan – Maintenance Period**").
- (f) Based on the outline of the Project Communications and Stakeholder Engagement Plan – Maintenance Period and in accordance with Schedule 18, Project Co will prepare a description of its communications and Stakeholder engagement requirements as part of the Communications and Stakeholder Engagement Plan – Maintenance Period no later than 30 days prior to Substantial Completion. This description will include the first submission of the first yearly maintenance schedule as detailed in Section 4.3.

PART 4 COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT ACTIVITIES

4.1 Communications Activities - General

- (a) Project Co shall support the following communication activities during the Project Term as requested by the City, including:
- (i) Project communications via the Project website and social media;
 - (ii) construction schedule for communications
 - (iii) crisis communications;
 - (iv) issues management;
 - (v) media relations;
 - (vi) government reporting;
 - (vii) special events, site tours and trade show;
 - (viii) Stakeholder events and Stakeholder outreach meetings
 - (ix) hoarding design, installation and maintenance during the Construction Period;
 - (x) signage and branding;
 - (xi) advertising communications and marketing;
 - (xii) Project identity and graphic design;
 - (xiii) photography and video;
 - (xiv) renderings; and
 - (xv) crisis management.

4.2 Communications via the Project Website and Social Media

- (a) Project Co shall support the City's social media strategy for the Project (which may include tools such as Twitter, Facebook, YouTube and Flickr) and the City's Project websites' static (written) and dynamic (multimedia) content, by providing, for review and approval by the City, where the quality of the photography and video is as described in Section 4.14.
- (i) During the Construction Period Project Co shall provide:
 - (A) a monthly feature web article highlighting, but not limited to, one aspect of the Project including, design, innovations on the Project, feature on local workers, general contractors or local companies, Construction Activities, or Project benefits,

- with a minimum length of 500 words, as well as two related Twitter posts for the Project's Twitter account;
- (B) a weekly construction update on Project construction that provides a recent summary of construction work completed and upcoming work along the alignment including high-quality representative professional photographs (see Section 4.14 for photo quality specifications);
 - (C) a weekly Twitter post with photograph(s) along with associated written description for the City's use including the Mayor;
 - (D) notifications of public consultations, consultation materials and post-consultation summaries;
 - (E) develop all photos for weekly construction updates for submission to and approval by the City;
 - (F) content for the interactive map(s) to be developed by the City that provide an overview of the extensions, along with information on key activities at each site (stations), which the City will regularly maintain and update monthly at a minimum;
 - (G) monthly short video clips for the purposes of social media; and
 - (H) up-to-date graphics, photos and video clips showcasing the design of each Station and progress of the Construction Activities.
- (ii) During the Maintenance Period Project Co shall provide:
- (A) a monthly maintenance update on the Project that provides a summary of recent maintenance work completed and upcoming maintenance work along the alignment including high quality representative professional photographs (see Section 4.14 for photo quality specifications) for submission to and approval by the City; and
 - (B) notifications of any public consultations if required including consultation materials and post-consultation summaries.
- (iii) provide drafts of proactive and reactive content for responses to crisis situations, immediate issues, public queries or complaints, no later than two hours after Project Co or the City becomes aware of any such crisis situation, immediate issue, public query or complaint; and
- (iv) provide draft advance notification for the purposes of website and social media updates for review and approval by the City with respect to meetings, events, initiatives, and Construction and Maintenance Activities that will have a direct impact on roads, traffic and/or transit; and
- (v) develop web content to support government Stakeholders web and social media communications needs for review and approval by the City.

4.3 Construction and Maintenance Schedule for Communications

- (a) During the Project Term Project Co shall prepare and submit for the City’s review and approval the following schedule information. In advance of submitting the schedule information, Project Co shall also submit a template of each schedule for the City’s review and approval:
- (i) during the Construction Period a yearly construction schedule and detour plan and during the Maintenance Period a yearly maintenance schedule in a format that is readily useable in communicating the Project milestones, to be updated on a yearly basis and no later than March 31st of each calendar year to the end of the Project Term. This yearly plan should come in the form of a report with a visual chart and accompanying wording that identifies and describes timing and impacts of major issues and disruptive activities, and the communications milestones for the upcoming year, as categorized below:
 - (A) final station designs;
 - (B) start/end of prescribed detours;
 - (C) start/end of station construction;
 - (D) start/end of roadway works, or other bundled projects and components of the Works;
 - (E) start/end of road closures;
 - (F) start/end of sidewalk and/or MUP realignments; and
 - (G) start/end of works impacting greenspaces and park areas.
 - (ii) a semi-annual construction schedule update for use in communicating project milestones, as well as a semi-annual project dashboard to support the City’s communications and social media strategies that highlights key statistics and benefits of the project, including but not limited to the number of local firms employed, number of local jobs created and training through registered apprenticeship programs, subcontract value, kilometres of track laid, amount of concrete poured, level of completion of stations along the alignment extensions, to be updated no later than December 31st and June 30th of each calendar year;
 - (iii) a three-month look ahead calendar outlining construction and maintenance activities, including a description of scope and anticipated impacts, and any notification requirements as detailed in Part 5 of this Schedule and based on level of impact, and Project Co resources assigned, that will support the City’s communications and social media strategies; and
 - (iv) a dashboard to provide regular weekly updates and bi-weekly look-aheads about Construction Activities, including statistics, amount of local investments, number of direct jobs and training through registered apprenticeship programs, schedule and other information that will support the City’s communications and social media strategies.

4.4 Crisis Communication

- (a) Project Co shall develop in consultation with the City a Crisis Communication Plan that outlines the roles, responsibilities and contacts for Project Co in relation to the City and other partners as required with respect to crisis communications, and identify and rank a list of potential crisis issues that could develop during the performance of the Works (the “**Crisis Communication Plan**”). The Crisis Communication Plan shall comply with the City’s emergency communication

plan and include notification standards for media responses, as described in Section 4.5, and shall include a crisis communication protocol. The Crisis Communication Plan must be submitted to the City, in advance of any construction activities, for review and approval in accordance with Schedule 10 – Review Procedure.

- (b) The Crisis Communication Plan must be updated 30 days following a crisis event and 60 days prior to Substantial Completion Project Co shall update the Crisis Communication Plan for the Maintenance Period in consultation with the City (the “**Crisis Communication Plan - Maintenance Period**”);
- (c) During the Project Term, Project Co shall:
 - (i) provide ongoing assistance to the City in the City’s development and updates to the Crisis Communication Plan;
 - (ii) during a crisis situation, make available sufficient Project Co communications staff and Project resources in order to work effectively with the City to proactively manage and perform Project Co’s communications responsibilities as set out in this Schedule 18; and
 - (iii) during a crisis situation provide the City with holding lines within 15 minutes of the event occurring.

4.5 Issues Management

- (a) During the Project Term, Project Co shall consult with and provide reasonable assistance to the City with respect to:
 - (i) identifying issues and trends as they emerge and develop strategies for tracking, addressing, mitigating, and minimizing issues related to the Project;
 - (ii) developing messages and strategies to address issues and provide accurate and timely information to affected Stakeholders; and
 - (iii) sharing information about potential issues related to the Project with other partners.
- (b) Project Co shall respond to all issues identified by the City within a timeframe as determined by the City for each issue.

Project Co shall develop an issues management protocol to be reviewed and approved by the City.

4.6 Media Relations

- (a) During the Project Term, Project Co shall:
 - (i) direct all media enquiries and interview requests to the City’s lead communications contact, who will determine the organization that is most suitable to respond to the enquiry;
 - (ii) provide draft responses and messaging to the City, with respect to all media enquiries and

interview requests in a timely manner and track each request that Project Co responds to in a media request log;

- (iii) support the City with respect to all media enquiries and interview requests;
- (iv) provide designated media relations staff (with backup media trained personnel, as required) with 24/7 availability to monitor, draft messaging and prepare responses to enquiries as requested by the City, in accordance with its level of urgency, as per the categories listed in Part 4.6(vii) below;
- (v) provide communications training to Project Co staff, including refresher training regarding the City's communication protocols and policies for handling media, public, and Stakeholder interaction;
- (vi) make available a Project Co designated media relations staff member and construction manager, maintenance manager or similar expert for the purposes of responding to technical matters related to media requests and interview requests if required and as requested by the City;
- (vii) provide the City with information as requested to respond to media inquiries and with the level of urgency defined by the City where the measure of the level of urgency and timelines is as detailed below:
 - (A) Crisis requires Project Co to provide a holding statement within 15 minutes, in line with the Crisis Communications Plan;
 - (B) Urgent is 1 hour;
 - (C) Medium is 6 hours; and
 - (D) Low is 24 hours; and
- (viii) at least twice yearly, provide the City with a summary of key accomplishments in a media-ready format, that can be used by the City to approach media (summary of construction progress, benefits, local economic impacts, spotlight on innovation, look aheads, etc.).

4.7 Government Reporting

- (a) During the Project Term, Project Co shall:
 - (i) support the City in meeting the requirements of the Governmental Authorities funding agreements for the Project by providing information about the Project status, upcoming milestones, and issues that may affect the Project including the provision of appropriate signage for construction and special events; and
 - (ii) participate in meetings with the City and Governmental Authorities when requested by the City.

4.8 Special Events, Site Tours and Trade Show

- (a) The City and Project Co shall collaborate to develop, plan, and coordinate various special events during the Project Term.
- (b) During the Project Term, Project Co shall:
 - (i) at the City's request make Project sites available for governmental, public relations, media and public tours and events such that the City may, upon advance notice to, and in conjunction with Project Co, organize special events, including tours of the Site and Key Milestone Celebrations, costs of which will be borne by the City (excluding costs related to shutdown of the Project Operations or accommodations at the Site to organize such events, which shall be borne by Project Co). Project Co shall support any event described in this Section 4.8(b) as requested by the City, and provide a power source for communications equipment, and any other site costs.
 - (ii) ensure sufficient insurance and liability coverage is in place for any special events or venues, as required by the Project Agreement;
 - (iii) make Project Co staff available for events, tours of the Site, and provide support as may be required by the City;
 - (iv) develop content for events, as requested by the City, including but not limited to invitations, presentations, speaking notes, signage, high quality graphics and other visuals;
 - (v) support a minimum of two on-site full alignment tours (with Site access) and four special events per year during the Construction Period;
 - (vi) during the Construction Period and in consultation with the City, plan, organize and execute a trade show no later than 180 days following Financial Close. The City will develop templates for material to be used or displayed and will review and approve all materials to be distributed. The cost of the trade show will be borne by Project Co, including costs with respect to:
 - (A) renting the venue, tables, chairs;
 - (B) production of displays, invitations, signage and printed material;
 - (C) catering;
 - (D) print and radio advertising in trade and community and national media outlets as determined by the City;
 - (E) issuing invitations, tracking RSVPs and administering a survey;
 - (F) using best efforts to ensure a minimum attendance of 200 individuals, of which at least [REDACTED]% of attendees consist of industry vendors, suppliers and other

Works-related businesses and contacts;

- (G) providing overall event logistics and event production; and
- (H) production of post-event report to the City, the content of which may be posted publicly to the City's website.

4.9 Stakeholder Events and Stakeholder Outreach Meetings

- (a) Stakeholder events include public information sessions and public open houses, where information is shared with a group, or community feedback is solicited and presented back to the community, and invitations to the public or a larger group are issued. Project Co shall:
 - (i) hold, a minimum of four events during design (presentation of bid designs), 15 events during the Construction Period, and as is required during the Maintenance Period to communicate significant activities or changes and impacts, as requested by the City further to ongoing construction monitoring; and
 - (ii) during the Project Term and in consultation with the City, support and organize and execute ongoing and unplanned Stakeholder special events, the costs of which will be borne by Project Co, including costs with respect to:
 - (A) developing content for all materials including but not limited to high quality presentations, boards, invitations, handouts, post-event reports;
 - (B) developing high quality pop up displays that speak to general project details, benefits, and construction timelines that can be used at all Stakeholder events updated for consultation events during design phase and pre-construction and construction outreach;
 - (C) developing high quality community contact cards with information on project resources and key contacts during construction;
 - (D) covering the cost of print advertising in community newspapers, as described in this Schedule, and outlets as determined by the City; and
 - (E) at the City's discretion, distribute complete unaddressed mail drops to support these events.
- (b) Stakeholder meetings include community presentations and project presentations. These are targeted meetings for a variety of audiences to resolve issues, and communicate general and/or specific project information to a targeted audience. Project Co shall provide technical staff as required, and provide content as required including high quality graphics.

4.10 Signage and Branding - Construction and Promotional Signage

- (a) During the Project Term, Project Co shall:
 - (i) produce, print, install and remove signage, including wayfinding and business signage;

- (ii) prior to installation, provide to the City for approval stamped shop drawings of the sign fabrication and installation details, together with a mock-up of the signage, location and confirmation of the applicable Permits, Licences, Approvals and Authorizations;
- (iii) ensure appropriate signage is provided in a visible location for affected businesses to seek to ensure continuity of their business operations including compliance with the requirements of Schedule 15-2, Part 7, Article 6;
- (iv) ensure that Project Co and Project Co Parties comply with the construction and promotional signage requirements set out in the Project Agreement;
- (v) ensure the government Project signs are visibly displayed along the corridor throughout the Project Term;
- (vi) ensure that all signage is kept in good condition when installed and when not in use;
- (vii) replace any signage that is damaged by Project Co at Project Co's expense;
- (viii) provide screws, support posts and other fastening materials to install signage that are made of materials of good quality and durability;
- (ix) remove graffiti on temporary signage within 24 hours or, in the event that graffiti cannot be removed by means of normal cleaning methods, Project Co shall replace the damaged signage;
- (x) upon request from the City, Project Co shall design and provide dimensions of hoarding, fencing and barriers to support temporary signage provided by the City; and
- (xi) provide personnel to install, remove and relocate signage on an expedited basis if required by the City.

4.11 Signage and Branding - Hoarding

- (a) Project Co shall:
 - (i) during construction, develop a hoarding plan with the City that will respect various community contexts and build understanding and enhance the public image of the Project;
 - (ii) During the Maintenance Period, develop hoarding plans if required by the City for major maintenance work;
 - (iii) as part of the hoarding plan identify sites, for the City's review and acceptance, where decorative hoarding would be beneficial and context specific materials (scrim, metal sheets or plywood), and develop consistent hoarding design. Sites will include but are not limited to:
 - (A) high visibility and/or high traffic (pedestrian, cycling or car);

- (B) sites close to a community or greenspace being affected by Construction Activities;
and
 - (C) sites in close proximity to businesses;
 - (iv) produce, print, install, remove and store decorative hoarding, including wayfinding and business signage;
 - (v) prior to installation, provide to the City for approval stamped shop drawings of the decorative hoarding, fabrication and installation details, together with a mock-up of the decorative hoarding, location and confirmation of the applicable Permits, Licences, Approvals and Agreements;
 - (vi) ensure that Project Co and Project Co Parties comply with the hoarding requirements set out in the Project Agreement;
 - (vii) ensure that all decorative hoarding is kept in good condition when installed;
 - (viii) replace any decorative hoarding that is damaged by Project Co at Project Co's expense;
and
 - (ix) remove graffiti on decorative hoarding within 24 hours or, in the event that graffiti cannot be removed by means of normal cleaning methods, Project Co shall replace hoarding at sites, to a maximum of five hoarding panel replacements per year, within a reasonable time period or as otherwise required by Applicable Law;
- (b) The City shall develop the graphic design of the hoarding.

4.12 Advertising Communications and Marketing

- (a) During the Project Term, the City shall:
- (i) provide Project Co with its plan detailing advertisement and communications marketing strategies for the Project;
 - (ii) provide Project Co with templates for use in drafting public notices and advertisements including Stakeholder engagement opportunities and construction impacts; and
 - (iii) review and approve advertisements produced by Project Co about the Project's design and construction impacts and Stakeholder engagement opportunities related to the Project.
- (b) During the Project Term, Project Co shall:
- (i) support and contribute to the planning, development and execution of the City's public education and advertising campaigns related to the Works;
 - (ii) at Project Co's cost, plan, develop, and coordinate the placement of advertisements to communicate ongoing construction and maintenance impacts and to inform Stakeholders of engagement activities through a mix of media, including but not limited to, print daily,

community and commuter newspapers, radio, online media, multimedia and unaddressed mail in accordance with the following:

- (A) for each of the 15 Stakeholder events described in Part 4 of this Schedule, Project Co shall provide one insertion in a local community or daily newspaper (black and white, half page in size);
 - (B) for construction notices that indicate significant, long-term construction impacts of more than six months in duration, the frequency of the ads placed or notices issued will be based on the Construction Contractor's schedule and will include content for social media and City's regular communications channels (public service announcements, etc.), and could also include one local community or daily newspaper notice per major stage in work (black and white, quarter page in size); and
 - (C) for significant construction impacts (defined by the City in the traffic notification process) that have a significantly high impact on traffic and mobility, Project Co is responsible for the production of and cost to book regular 15 –second sponsor messages on weekdays, in the morning and afternoon peak commuter times. Radio ads will be played twice each hour between 6:00 a.m. and 10:00 a.m. in the morning and between 3:00 p.m. and 7:00 p.m. in the afternoon. Ads should appear on local radio stations of equal gross rating points to CFRB and/or CIHT (for radio).
- (iii) Project Co shall be responsible for the cost and coordination of Canada Post distribution of construction or major maintenance notices based on a 500 metre distribution area surrounding the area where the applicable impacts are occurring and shall:
- (A) provide content for public information and Stakeholder engagement materials;
 - (B) write content for monthly newsletters about the Project, for review and approval of the City;
 - (C) use hoarding and any other areas within the Lands for communication of the Project;
 - (D) not use, permit or authorize any third party to use any areas within the Lands for advertisement, without the prior written consent of the City, or as otherwise permitted in accordance with this Project Agreement;
- (iv) for clarity, Project Co shall submit all advertisements, insertions, construction notices, messages, and other associated documentation contemplated in this Section 4.10(b) for the City's review and approval prior to distributing, placing, posting, issuing, or producing any such advertisement, insertion, construction notice, maintenance notice, message or any other documentation.

4.13 Project Identity and Graphic Design

- (a) The City shall develop the brand identity for the Project and provide templates to Project Co as

required during the Project Term.

- (b) During the Project Term, Project Co shall:
 - (i) apply the City' design templates for information related to the Project and comply with Project identity standards on all information materials; and
 - (ii) provide all content and design layout of communication and community engagement materials, including quarterly newsletters, advertisements, public notices, flyers and publications to the City for review and approval at least three weeks prior to distribution.

4.14 Photography and Video

- (a) For the purposes of record-keeping and demonstrating the progress of the Project during the Construction Period, Project Co shall engage a professional photographer or field staff with appropriate equipment and training:
 - (i) during the Construction Period:
 - (A) on a regular basis and at least weekly, provide high quality photographs, graphics and images of the Project to the City for use in publications, presentations and on public websites, using a professional DSLR or mirrorless type camera. Photographs must be sharp, high-quality digital JPEG files at 300 DPI with an 8-bit colour depth, preferably converted from RAW image format;
 - (B) provide quality video clips of the Project to the City for use on Project websites and social media each month;
 - (C) develop a promotional video during the design phase that incorporates information and visuals of the complete extension, including but not limited to station designs. Video should incorporate key facts of the project, objectives, and connections provided by the extensions (educational institutions, cultural institutions, recreation, retail destinations, etc.) with project objectives, stations renderings, project details/connectivity etc.; and
 - (D) produce yearly, high quality video during construction that incorporates visuals provided to the City with the objectives of showing and highlighting construction progress.
 - (ii) Project Co will cause Project Co staff or Project Co Parties to provide consent to City respect to City's disclosure of photo and video content relating to the Project.
 - (iii) During the Project Term, Project Co shall, from time to time and as reasonably requested by the City, facilitate access for designated photographers and videographers.

4.15 Renderings

- (a) In addition to the renderings required in Schedule 10 – Review Procedure and Article 1 of Part 1 in Schedule 15-2, Part 4, Article 1, Project Co shall submit up to 10 additional photo realistic

renderings as requested by the City.

4.16 Complaints Protocols

- (a) During the Project Term, the City shall be responsible for approving all responses to complaints and enquiries relating to the Project, and will be the lead on their intake, and will lead on tracking.
- (b) During the Project Term, Project Co shall:
 - (i) provide to the City for incorporation into the Communications and Stakeholder Engagement Plan a complaints protocol addressing how Project Co will deal with and respond to enquiries, suggestions and complaints received with respect to the Project during the Project Term (the “**Complaints Protocol**”) in an appropriate and timely manner, and submit the Complaints Protocol to the City for review and approval under Schedule 10 – Review Procedure;
 - (ii) be responsible for maintaining a software system that will track all complaints, enquiries and suggestions received and responses received with respect to the Project;
 - (iii) provide monthly complaint reports to the City, including an analysis of the main areas of concern to complainants; and
 - (iv) coordinate Project Co’s complaint tracking and complaint reports with any internal complaint tracking or complaint reports established by the City with respect to the Project as requested by the City.
- (c) Project Co acknowledges and agrees that the Construction Complaints Protocol will be publicly available at the request of the City.

4.17 Communications Performance Monitoring and Auditing

- (a) Project Co shall prepare a communications performance report (“**Communications Performance Report**”) which shall be available for review each month in advance of the first Communications and Stakeholder Engagement Working Group weekly meeting for the month, as detailed in Section 6 of this Schedule. The Communications Performance Reports shall:
 - (i) be in a format agreed to by the City; and
 - (ii) summarize Project Co’s performance through the various communications activities in support of and execution of the protocols, strategies and plans developed for the Project.
- (b) Project Co shall develop an annual performance report, based on a template approved by the City, that summarizes the monthly reports and assesses DB Co’s overall compliance with Schedule 18 obligations. The annual yearly performance report shall be submitted to the City in accordance Schedule 10 – Review Procedure.

PART 5 NOTIFICATION

5.1 General

- (a) With respect to Project Activities that are reasonably anticipated to have a major impact on third party property owners, Project Co shall:
- (i) provide Notice to the City of such Project Activities at least two weeks prior to the commencement of such Project Activities;
 - (ii) provide a draft public notification at least two weeks prior to the commencement of such Project Activities to the City for review and approval; and
 - (iii) The draft notices provided by Project Co in accordance with this Section 5.1(a) shall include a comprehensive list of the elements owned by a third party which Project Co anticipates will have to be removed or relocated by the property owner, what elements can remain on the property, detailed drawings that describes the proposed Construction or Maintenance Activities (including new location of relocated items or impacts that might result from the Construction or Maintenance Activities and restoration plans), proposed timeline for the Construction or Maintenance Activities (including duration and anticipated completion), contact information to obtain additional information, and any updates or complaints relating to such Construction or Maintenance Activities.
- (b) With respect to Construction or Maintenance Activities that are reasonably anticipated to have a major impact on transit users, pedestrians, residents, traffic, and/or Stakeholders generally, Project Co shall:
- (i) provide Notice to the City of such Construction or Maintenance Activities at least 35 days prior to the commencement of such Construction or Maintenance Activities;
 - (ii) provide a draft public notification at least 35 days prior to the commencement of such Construction or Maintenance Activities to the City for review; and
 - (iii) For the purposes of this Section 5.1(b), “major impact” shall include but not be limited to overnight construction or maintenance, temporary Construction Activities, paving, commissioning activities, privately owned elements to be relocated or removed by Project Co, and transit stop relocations.
- (c) With respect to Construction or Maintenance Activities that are reasonably anticipated to have a medium impact on transit users, pedestrians, residents, traffic, and/or Stakeholders generally, Project Co shall:
- (i) provide Notice to the City of such Construction or Maintenance Activities at least 15 Business Days prior to the commencement of such Construction or Maintenance Activities;
 - (ii) provide a draft public notification at least 10 Business Days prior to the commencement of such Construction or Maintenance Activities to the City for review; and
 - (iii) For the purposes of this Section 5.1(c), “medium impact” shall include but not be limited

to, major intersection work, any disruption to water, gas and/or other utilities, and impacts from noise or dust. For clarity, the notification provided by Project Co pursuant to Section 5.1(c)(ii) shall be delivered by Project Co on behalf of the City to all affected properties and in consultation with Utility Companies, as applicable.

- (d) With respect to Construction or Maintenance Activities that are reasonably anticipated to have a minor impact on transit users, pedestrians, residents, traffic and/or Stakeholders generally, Project Co shall:
- (i) provide Notice to City of such Construction or Maintenance Activities at least five Business Days prior to the commencement of such Construction or Maintenance Activities;
 - (ii) provide a draft public notification at least 48 hours prior to the commencement of such Construction or Maintenance Activities to the City for review; and
 - (iii) For the purposes of this Section 5.1(d), “minor impact” shall include short-term lane closures, minor pedestrian detours, and access and driveway work. Project Co shall ensure that access is maintained to properties impacted by the Construction or Maintenance Activities at all times.
- (e) With respect to an incident related to Construction or Maintenance Activities that are reasonably anticipated to have an impact on Project Co employees and contractors, transit users, pedestrians, residents, traffic and/or Stakeholders generally, and with respect to which Project Co cannot reasonably provide advance notice of any kind to the City or the public (a “**Construction Activities Incident**”), Project Co shall:
- (i) immediately notify the City of such Construction or Maintenance Activities Incidents;
 - (ii) provide a draft public notification or messaging no later than 15 minutes following the commencement of such Construction or Maintenance Activities Incidents to the City for review;
 - (iii) be prepared to provide a public statement with respect to the Construction or Maintenance Activities Incidents at the request of the City;
 - (iv) be prepared to enact the Crisis Communications Plan in consultation with the City and to react quickly to provide an immediate response to all affected Stakeholders and;
 - (v) For the purposes of this Section 5.1(e), a Construction and Maintenance Activities Incident shall include but not be limited to an accident on site or a major catastrophe.
- (f) The notifications provided by Project Co pursuant to this Section 5.1, once finalized by the City, shall be delivered by Project Co on behalf of the City to all affected properties and in consultation with Utility Companies, as applicable.

PART 6 COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT WORKING GROUP

6.1 Communications and Stakeholder Engagement Working Group

- (a) Project Co shall provide staff to support the communications and Stakeholder engagement activities related to the Project. These Project Co staff along with identified City communications and Stakeholder engagement staff, will form a Communications and Stakeholder Engagement Working Group (the “**Communications and Stakeholder Engagement Working Group**”).
- (b) The leads on the Communications and Stakeholder Engagement Working Group representing both the City and Project Co will be members of the Works Committee during construction to ensure that communications and Stakeholder relations issues as part of the Project are addressed in an efficient and effective manner.
- (c) The objective of the Communications and Stakeholder Engagement Working Group is for Project Co and the City to work together to develop and implement all communications plans and Stakeholder engagement and community engagement activities for the Project to:
 - (i) ensure timely, open, transparent, effective, consistent and proactive communications with Stakeholders and elected officials;
 - (ii) foster and maintain positive and constructive relationships with neighbourhoods, agencies and businesses that may be affected by decisions regarding the scope of the Project as well as Construction and Maintenance Activities; and
 - (iii) build trust and maximize Stakeholder understanding and support for the Project.
- (d) Project Co shall ensure that the Construction Manager, Design Manager and during the Maintenance Period the Maintenance Manager and any other staff from Project Co or any Project Co Party that the City may require, are made available to support the Communications and Stakeholder Engagement Working Group as required.
- (e) Within 60 days following Financial Close, the Communications and Stakeholder Engagement Working Group will convene to discuss the communications and Stakeholder engagement obligations and to identify the working relationships, roles, responsibilities, deliverables and review approvals processes for the Project.
- (f) The Communications and Stakeholder Engagement Working Group will meet once per week throughout the Construction Period, or less frequently as agreed to by the City, to plan and implement communications and Stakeholder engagement strategies for the Project, share information, discuss community relations updates, identify and plan for communications, Stakeholder engagement and Project milestones, manage issues and receive schedule updates.
- (g) The Communications and Stakeholder Engagement Working Group will meet every month throughout the Maintenance Period, or less frequently as agreed to by the City, to plan and implement communications and Stakeholder engagement strategies for the Project, share information, discuss community relations updates, identify and plan for communications, Stakeholder engagement and Project milestones, manage issues and receive schedule updates.

PART 7 PUBLIC DISCLOSURE AND MEDIA RELEASES

7.1 Public Disclosure and Media Releases

- (a) Neither Project Co nor any Project Co Parties shall issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, the Project Agreement, the City's activities or any related matters, without the prior written consent of the City.
- (b) Neither Project Co nor any Project Co Parties shall issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) making any implicit or explicit reference to RTG whatsoever, without prior written consent from RTG.
- (c) Neither Party shall use the other Party's name or refer to the other Party, directly or indirectly, in any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) relating to the Project, the Project Agreement, the City's activities or any matter related thereto, without the prior written consent of the other Party.
- (d) Project Co shall comply and shall ensure that all Project Co Parties comply, at all times, with the City's media release and publicity protocols or guidelines, as such protocols and/or guidelines may be updated by the City from time to time.

PART 8 PERFORMANCE CRITERIA

8.1 Application of Performance Criteria

- (a) The Performance Criteria set out in Section 8.2 have been established in accordance with Schedule 20 – Construction Period Payments. Project Co shall achieve the Performance Criteria set out in Section 8.2 during the Construction Period.

8.2 Performance Criteria

- (a) Please refer to the following KPI's in Schedule 20 - Construction Period Payments for the performance criteria:
- (i) CPPC – 21.
 - (ii) CPPC – 22.