



KPMG LLP's Audit Plan for Year Ended December 31, 2021

Date: December 2, 2021
To: TTC Audit and Risk Management Committee
From: Interim Chief Financial Officer

Summary

This report from the TTC's external auditors, KPMG LLP, outlines the audit plan for the audit of the TTC's consolidated financial statements and its subsidiary company, TTC Insurance Company Ltd., for the year ended December 31, 2021.

Recommendations

It is recommended that the TTC Audit and Risk Management Committee:

1. Receive this report for information.

Financial Summary

A total of \$132,000 is included in the 2021 Operating Budget, as approved by the TTC Board on December 21, 2020 and City Council February 18, 2021, which will fund the cost of the external audit for the year ending December 31, 2021.

Equity/Accessibility Matters

This report and its recommendations have no accessibility or equity issues or impacts.

Decision History

Under Section 139 of the City of Toronto Act, 2006 (the Act), the City is required to appoint an auditor licensed under the Public Accounting Act 2004, who is responsible for annually auditing the accounts and transactions of the City and its local boards and expressing an opinion on the financial statements of these bodies based on the audit. The Act provides that the City's auditor shall not be appointed for a term exceeding five years. In addition, section 102, paragraph 3, of the Insurance Act (Ontario), Auditor's report, requires annual audited financial statements of the TTC Insurance Company.

On June 29, 2020, a contract award was adopted by City Council and KPMG LLP was appointed as the auditor for the City and its local boards to express an opinion on the financial statements.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2020.AU5.7>

Issue Background

The Audit and Risk Management Committee is tasked with the responsibility of reviewing the external auditors' proposed annual financial statement audit scope and plan as set out in the Terms of Reference:

https://ttc-cdn.azureedge.net/-/media/project/ttc/devproto/documents/home/public-meetings/audit-and-risk-management/2017/feb-9/2_ttc_audit_and_risk_management_committee_terms_of_referenc.pdf?rev=40d4ed703a344b1e8d1816787cd3cab&hash=f50fb7e52c62c3cfee7a8d3a1aeb2758

Comments

The appended report outlines KPMG's audit plan for the audit of the TTC's consolidated financial statements and its subsidiary company, TTC Insurance Company Limited, for the year ended December 31, 2021.

The audit plan includes:

- The nature, approach, extent and timing of KPMG's audit work;
- KPMG's view on TTC audit risks and areas of audit focus;
- KPMG's materiality levels; and
- KPMG's 2021 fees.

Kevin Travers, Partner and Reagen Travers, Senior Manager of KPMG will be at the Audit and Risk Management Committee meeting to present the plan and answer any questions.

Contact

Alex Cassar, Director – Budgets, Costing and Financial Reporting
416-393-3647
alex.cassar@ttc.ca

Signature

Josie La Vita
Interim Chief Financial Officer

Attachments

Attachment 1 – KPMG's Audit Planning Report for the Year-Ending December 31, 2021

Toronto Transit Commission

Audit Planning Report
for the year ending
December 31, 2021

KPMG LLP

Licensed Public Accountants

Prepared on October 29, 2021

kpmg.ca/audit



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KPMG contacts

The contacts at KPMG in connection with this report are:



Kevin Travers

Lead Audit Engagement Partner

Tel: 416-228-7008

ktravers@kpmg.ca



Joane Mui

Audit Engagement Partner

Tel: 416-228-7218

jmui@kpmg.ca



Reagen Travers

Audit Senior Manager

Tel: 416-549-7963

rtravers@kpmg.ca

Our refreshed Values

What we believe



Integrity

We do what is right.



Excellence

We never stop learning
and improving.



Courage

We think and act boldly.



Together

We respect each other
and draw strength from
our differences.



For Better

We do what matters.



Executive summary

The purpose of this Audit Planning Report is to assist you, as a member of the Audit and Risk Management Committee, in your review of the planning of our audit of the consolidated financial statements of Toronto Transit Commission (“TTC”) and Toronto Transit Commission Insurance Company Limited (“TTCIC”) (referred to as the Entities from now on) as at and for the year ending December 31, 2021.

Audit quality

See pages 2-3 for how we deliver audit quality and how you can measure our audit quality.

Materiality

Materiality has been established by considering various metrics that are relevant to the users of the financial statements, including total revenue, total expenses, total assets and net assets.

Materiality has been determined based on total operating expenses for the consolidated TTC financial statement audit. See page 4.

Materiality has been determined based on total assets for the TTCIC financial statement audit. See page 4.

Materiality is based on forecasted amounts and is reassessed at year-end when final figures are determinable. We will communicate any changes to materiality to you.

Audit risks

Our audit is risk-focused. In planning our audit, we have identified areas of financial reporting where significant risks of material misstatement may arise. These include:

- Presumption of the risk of fraud involving improper revenue recognition
- Presumption of the risk of fraud resulting from management override of controls

See pages 5-6 for audit risks and pages 7-10 for other areas of focus.

This Audit Planning Report should not be used for any other purpose or by anyone other than the Audit and Risk Management Committee, Board of Directors, and Management of the Entities. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this Audit Planning Report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Group reporting

The Entities are controlled by the City of Toronto (the “City”) and thus the Entities’ financial results get consolidated into the City’s consolidated financial statements. The audit engagement team for the City (the “Group auditor”) has noted that they will use the work of our audit and the auditors’ report related to the Entities’ financial statements. TTC is considered a significant component for the audit engagement of the City i.e. the group audit.

In accordance with Canadian auditing standards, we will be communicating matters of significance to the group auditor throughout the audit including planning and risk assessment, execution, and reporting.

Current developments and audit trends

Please refer to pages 12-15 and Appendix 3 for relevant accounting and/or auditing changes relevant to the Entity.

Proposed fees

Our 2021 fees are in accordance with the City of Toronto RFP, which were communicated by the City of Toronto in the External Audit Fees letter issued in September 2020 to TTC management. Please refer to appendix 4.

Audit Quality: How do we deliver audit quality?

Transparency report



Quality essentially means doing the right thing and remains our highest priority. Our Global Quality Framework outlines how we deliver quality and how every partner and staff member contribute to its delivery.

‘Perform quality engagements’ sits at the core along with our commitment to continually monitor and remediate to fulfil on our quality drivers.

Our **quality value drivers** are the cornerstones to our approach underpinned by the **supporting drivers** and give clear direction to encourage the right behaviours in delivering audit quality.

We define **‘audit quality’** as being the outcome when:

- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality controls**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics, and integrity**.



Doing the right thing. Always.

Audit Quality: Indicators (AQIs)

The objective of these measures is to provide more in-depth information about factors that influence audit quality within an audit process. Below are the AQIs that we have agreed with management are relevant for the audit. We will communicate the status of the below AQIs on an annual basis.

AQI	Measurement criteria	Milestone measurement and status
Team Composition	Experience of the team	<p>Your current audit partners Kevin Travers and Joane Mui have spent over two decades and over 15 years respectively practicing public accounting and have extensive experience providing audit, advisory and other services in the not-for-profit/public sector.</p> <p>In addition, the senior manager Reagen Travers has spent 10 years auditing not-for-profit/public sector entities. We have talented resources and excellent ability to maintain continuity over the coming years to maximize audit efficiencies.</p>
Engagement Hours	Hours spent by level and phase of the audit	<p>Combined audit partner and manager hours on average are approximately 30% - 40% of total hours. What does this tell you... you are getting senior management attention, we are hands-on in our files.</p> <p>Our field staff split their hours between interim and year-end, allowing for work to be performed at points in time in the year to ensure the finance department is not stretched to capacity. The staff are assigned based on years of service and seniority to the more complex sections.</p>
Technology in the Audit	Implementation of Technology in the Audit	<p>We have a number of technologies that are we are planning on implementing during our tenure as auditors. For the fiscal 2021 audit these technologies include:</p> <ul style="list-style-type: none"> - IT tools to run queries on journal entries and GL details to ensure completeness of financial information. These tools provide for a more efficient and effective audit. - Our secure audit platform and one-stop shop through which we plan, execute and manage the audit.
Timing of Prepared by Client (PBC) items	Timeliness of PBC items	<p>We have shared our PBC listing for the interim work with management and will be providing the year-end listing well in advance of the year-end audit weeks. This allows management sufficient time to go through our requests and have them ready for us prior to our fieldwork.</p>
Quality Reviews	Results of internal and external reviews	<p>At KPMG we are externally reviewed by CPA Institute every 3 years and internally reviewed for in-depth quality standards by peers from other offices on the same schedule. Annually, your financial statements will undergo a technical review by a CPA unrelated to the audit team. This allows for a fresh set of eyes to comment on the readability and transparency of the financial statements.</p>

Materiality

Materiality is established to identify risks of material misstatements, to develop an appropriate audit response to such risks, and to evaluate the level at which we think misstatements will reasonably influence users of the financial statements. It considers both quantitative and qualitative factors.

To respond to aggregation risk, we design our procedures to detect misstatements at a lower level of materiality.

Materiality determination	Comments	Amount
Materiality	Determined to plan and perform the audit and to evaluate the effects of identified misstatements on the audit and of any uncorrected misstatements on the financial statements. The corresponding amounts for the prior year's audits were \$52M for TTC and \$2.6M for TTCIC.	TTC: \$54.6 million TTCIC: \$2.6 million
Benchmark	TTC: Based on an estimate of total expenses from continuing operations for the year. TTCIC: Based on forecasted total assets at year-end. The benchmarks are based on forecasted 2021 figures and will be reassessed at year-end when final figures are determinable.	TTC: \$2,730 million TTCIC: \$132 million
% of Benchmark	The corresponding percentage applied for audit is 2%.	2%
Performance Materiality	Used 75% of materiality. Threshold used primarily to determine the nature, timing and extent of audit procedures.	TTC: \$40.95 million TTCIC: \$1.95 million
Audit misstatement posting threshold (AMPT)	Threshold used to accumulate misstatements identified during the audit.	TTC: \$2.73 million TTCIC: \$130,000

Attention:

Materiality has been estimated at the planning stage based on expected fiscal 21 audited results, which under normal operating circumstances represent a reasonable benchmark. We will reassess materiality at the commencement of our annual audit to ensure our scope remains appropriate based on year-end actual results. A lower performance materiality may be set by the team depending on inherent risk of error as determined based on testing results.

We will report to the Audit and Risk Management Committee:



Corrected audit misstatements



Uncorrected audit misstatements

Audit risks

Relevant factors affecting our risk assessment

Estimate



Complexity



Related party transaction



Significant risk - professional requirements	Why is it significant?
<p>Risk of material misstatement due to fraud resulting from fraudulent revenue recognition.</p>	<p>This is a presumed risk of material misstatement due to fraudulent revenue recognition.</p> <p>Audit standards require us to assume there are generally pressures/incentives on management to commit fraudulent financial reporting through inappropriate revenue recognition. This can be perpetrated through revenue cut-off or manual journal entries and other adjustments related to revenue recognition.</p>
Our audit approach	
<ul style="list-style-type: none"> As part of our audit approach to address the risk in fraud related to revenue recognition, we substantively test subsidy and passenger revenues (both recognized and amounts recorded as deferred at year end) and assess management's methodology in determining appropriate cut-off as at year end. We obtain an understanding of potential risks of fraud and error related to revenue recognition, and Management's response to fraud risk in revenue recognition and test the design, implementation, and operating effectiveness of selected internal controls over revenue recognition. Perform test of details to substantively test significant revenue streams. Journal entry review of revenue entries matching predetermined high-risk criteria. Revenue cut-off procedures, including review of the completeness of deferred revenue balances. 	

Audit risks (continued)

Significant risk – professional requirements	Why is it significant?
Risk of material misstatement due to fraud resulting from management override of controls.	Management is in a unique position to perpetrate fraud because of its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. Although the level of risk of management override of controls will vary from entity to entity, the risk nevertheless is present in all entities and requires the performance of specific procedures to address this presumed risk.
Our audit approach	
As this presumed risk of material misstatement due to fraud is not rebuttable, our audit methodology incorporates the required procedures in professional standards to address this risk. These procedures include testing of journal entries and other adjustments, performing a retrospective review of estimates and evaluating the business rationale of significant unusual transactions.	

Areas of focus

Other areas of focus	Why are we focusing here?
Revenue, subsidies receivable, accounts receivable, and deferred revenue	Risk of material misstatement related to the occurrence and completeness of revenue and accuracy of timing of revenue recognition
Cash & investments	Risk of material misstatement related to the completeness, existence and accuracy of cash, investments, and presentation of related note disclosures
Our audit approach	
<ul style="list-style-type: none"> • Combined approach to test the operating effectiveness of controls, and substantive test of details over revenue transactions. • Third party confirmation for operating and capital subsidies from Municipal, Provincial and Federal governments, and for subsidies receivable. • Obtain and review service auditor's CSAE 3416 report on controls in place at PRESTO and obtain third party confirmation of passenger revenue from PRESTO, as well as supplemental procedures to reconcile TTC records to the information provided by PRESTO. • Vouch a selection of revenue transactions to supporting documentation for other revenue streams. • Agree significant receivable balances to subsequent cash receipts. • Revenue cut-off testing considerations. 	
<ul style="list-style-type: none"> • Confirmation with third party financial institutions for cash balances. • Consideration of any temporary or permanent declines in value, as well as related disclosure requirements. • Review of bank reconciliations and vouch significant reconciling items to supporting documentation. • Review of financial statement disclosures for cash and investments. 	

Areas of focus

Other areas of focus	Why are we focusing here?
Accounts payable, accrued liabilities and other expenses	Risk of material misstatement related to completeness and accuracy of liabilities and operating expenses.
Unsettled accident claims (TTC & TTC Insurance Company Limited)	Evaluate the completeness and accuracy of unsettled accident claims
Our audit approach	
<ul style="list-style-type: none"> • Combined approach to test the operating effectiveness of controls related to the procurement process, and substantive test of details over expenses and liabilities. • Perform substantive analytical procedures over payables and expenses. • Significant accruals vouched to supporting documentation. • Enhanced cut-off procedures to consider inherent risk of the remote work environment. • Search for unrecorded liabilities. 	
<ul style="list-style-type: none"> • Review report prepared by management actuarial expert for determining unsettled accident claims. • Obtain assistance from KPMG actuarial specialists to review the methodology and underlying assumptions used to formulate management expert report. • Vouch underlying data contained in valuation to source documentation. • Leverage work from TTC Insurance Company Limited as audit evidence over unsettled accident claims for TTC audit. 	

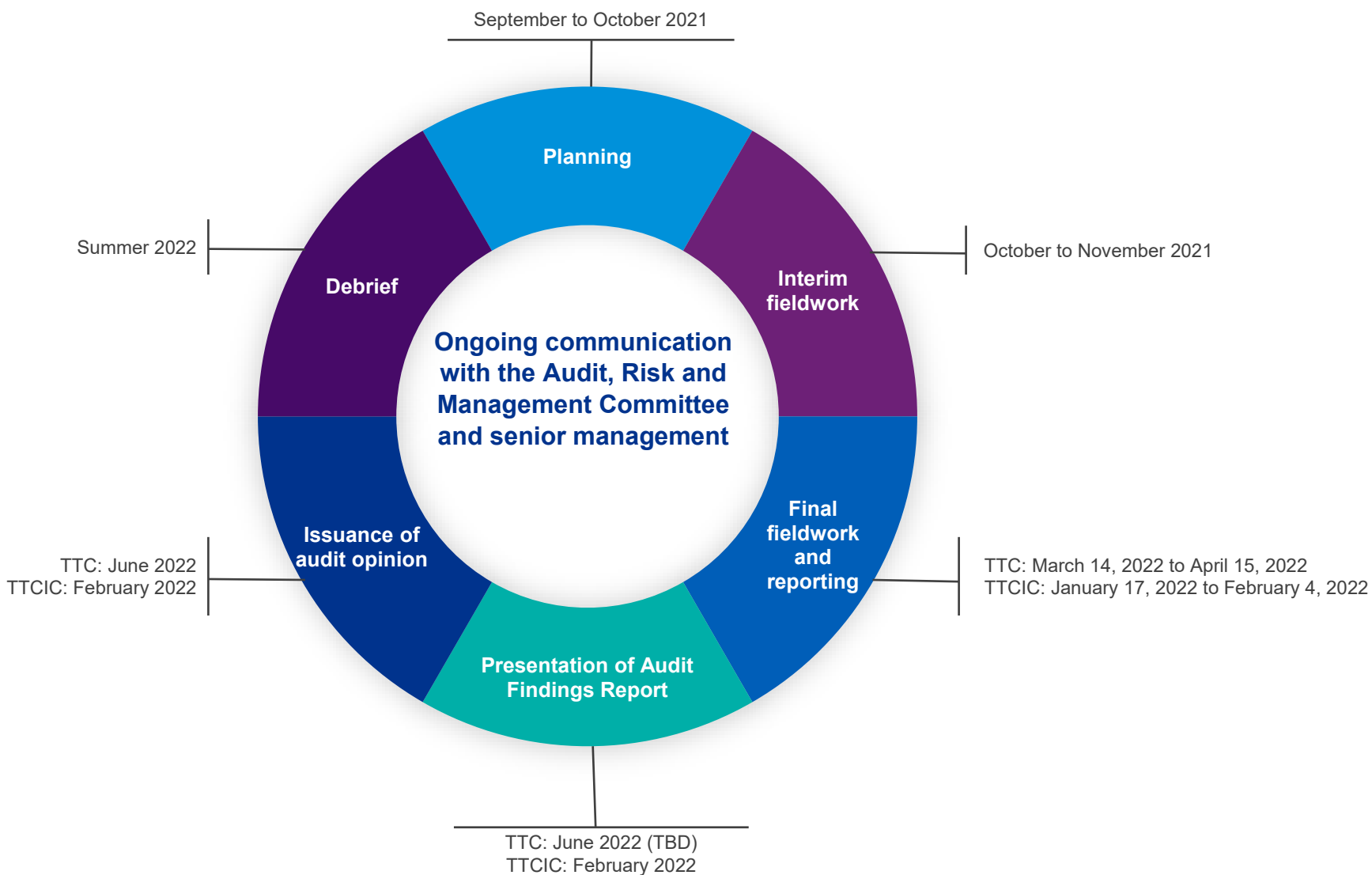
Areas of focus

Other areas of focus	Why are we focusing here?
Tangible Capital Assets	Evaluate classification and existence of capital asset additions, asset transfers, and accuracy of amortization
Inventory	Evaluate the completeness, existence and accuracy of inventory balances, and assessment of provision for inventory obsolescence
Our audit approach	
<ul style="list-style-type: none"> • Significant additions and disposals vouched to supporting documentation. • Review tangible capital asset continuity schedule, verify mathematical accuracy of schedule and reconcile to general ledger. • Recalculation and assessment of amortization expense. • Examination of classification of capitalized expenditures, including payroll. • Impairment analysis of tangible capital assets and aging analysis of construction in progress. 	
<ul style="list-style-type: none"> • Physical attendance to observe cycle counts performed by management as a dual-purpose test over controls and as a substantive procedure. • Reconciliation of inventory listing to inventory count results and general ledger. • Vouch inventory related purchases to supporting documentation. • Review of the accuracy of inventory costing. • Review provision for inventory obsolescence. 	

Areas of focus

Other areas of focus	Why are we focusing here?
Salaries, benefits and employee future benefits	Risk of material misstatement related to the completeness and accuracy of payroll expenditures, accrued liabilities and employee future benefits
Contingencies, commitments & subsequent events	Evaluate the completeness and presentation of contingencies, commitments and subsequent events
Our audit approach	
<ul style="list-style-type: none"> • Combined approach to test the operating effectiveness over monitoring controls related to payroll and substantive testing over payroll. • Significant payroll-related accruals recalculated and vouched to supporting documentation. • Perform substantive analytical procedures / test of details over salaries and benefits, and related accounts. • Review of the reconciliation of the payroll journals to the general ledger. • Review actuarial report prepared by management specialists for the determination of the valuation of employee future benefit liabilities. • Obtain assistance from KPMG actuarial specialists to review the methodology and assumptions used by management experts for the determination of the employee future benefit liabilities. • Vouch underlying data contained in valuation to source documentation. 	
<ul style="list-style-type: none"> • Gain an understanding of any events that have occurred during the year which impact outstanding commitments as disclosed (i.e. any new agreements that have financial implications either via expenditures or revenue generation). • Obtain and review all significant agreements and / or correspondence received during and subsequent to year end to assess the impact on TTC's financial reporting. • Direct confirmation with external legal counsel to ensure that all significant contingent liabilities are appropriately disclosed and / or recorded. • Communication with those charged with governance and oversight to ensure that all significant and relevant subsequent events are appropriately disclosed. 	

Key milestones and deliverables



Current developments

Public Sector Accounting Standards

Standard	Summary and implications
Asset Retirement Obligations	<ul style="list-style-type: none"> – The new standard is effective for fiscal years beginning on or after April 1, 2022 (TTC fiscal year ending December 31, 2023). The effective date was deferred by one year due to COVID-19. – The new standard addresses the recognition, measurement, presentation and disclosure of legal obligations associated with retirement of tangible capital assets in productive use. Retirement costs will be recognized as an integral cost of owning and operating tangible capital assets. PSAB currently contains no specific guidance in this area. – The ARO standard will require the public sector entity to record a liability related to future costs of any legal obligations to be incurred upon retirement of any controlled tangible capital assets (“TCA”). The amount of the initial liability will be added to the historical cost of the asset and amortized over its useful life. – As a result of the new standard, the public sector entity will have to: <ul style="list-style-type: none"> • Consider how the additional liability will impact net debt, as a new liability will be recognized with no corresponding increase in a financial asset; • Carefully review legal agreements, senior government directives and legislation in relation to all controlled TCA to determine if any legal obligations exist with respect to asset retirements; • Begin considering the potential effects on the organization as soon as possible to coordinate with resources outside the finance department to identify AROs and obtain information to estimate the value of potential AROs to avoid unexpected issues.
Revenue	<ul style="list-style-type: none"> – The new standard is effective for fiscal years beginning on or after April 1, 2023 (TTC fiscal year ending December 31, 2024). The effective date was deferred by one year due to COVID-19. – The new standard establishes a single framework to categorize revenues to enhance the consistency of revenue recognition and its measurement. – The standard notes that in the case of revenues arising from an exchange transaction, a public sector entity must ensure the recognition of revenue aligns with the satisfaction of related performance obligations. – The standard notes that unilateral revenues arise when no performance obligations are present, and recognition occurs when there is authority to record the revenue and an event has happened that gives the public sector entity the right to the revenue.

Standard	Summary and implications
Financial Instruments and Foreign Currency Translation	<ul style="list-style-type: none"> – The accounting standards, PS3450 <i>Financial Instruments</i>, PS2601 <i>Foreign Currency Translation</i>, PS1201 <i>Financial Statement Presentation</i> and PS3041 <i>Portfolio Investments</i> are effective for fiscal years commencing on or after April 1, 2022. The effective date was deferred by one year due to COVID-19. – Equity instruments quoted in an active market and free-standing derivatives are to be carried at fair value. All other financial instruments, including bonds, can be carried at cost or fair value depending on the public sector entity's choice and this choice must be made on initial recognition of the financial instrument and is irrevocable. – Hedge accounting is not permitted. – A new statement, the Statement of Remeasurement Gains and Losses, will be included in the financial statements. Unrealized gains and losses incurred on fair value accounted financial instruments will be presented in this statement. Realized gains and losses will continue to be presented in the statement of operations. – In July 2020, PSAB approved federal government narrow-scope amendments to PS3450 <i>Financial Instruments</i> which will be included in the Handbook in the fall of 2020. Based on stakeholder feedback, PSAB is considering other narrow-scope amendments related to the presentation and foreign currency requirements in PS3450 <i>Financial Instruments</i>. The exposure drafts were released in summer 2020 with a 90-day comment period.
Employee Future Benefit Obligations	<ul style="list-style-type: none"> – PSAB has initiated a review of sections PS3250 <i>Retirement Benefits</i> and PS3255 <i>Post-Employment Benefits, Compensated Absences and Termination Benefits</i>. In July 2020, PSAB approved a revised project plan. – PSAB intends to use principles from International Public Sector Accounting Standard 39 <i>Employee Benefits</i> as a starting point to develop the Canadian standard. – Given the complexity of issues involved and potential implications of any changes that may arise from the review of the existing guidance, PSAB will implement a multi-release strategy for the new standards. The first standard will provide foundational guidance. Subsequent standards will provide additional guidance on current and emerging issues. – PSAB released an exposure draft on proposed section PS3251, <i>Employee Benefits</i> in July 2021. Comments to PSAB on the proposed section are due by November 25, 2021. Proposed Section PS 3251 would apply to fiscal years beginning on or after April 1, 2026 and should be applied retroactively. Earlier adoption is permitted. The proposed PS3251 would replace existing Section PS 3250 and Section PS 3255. This proposed section would result in organizations recognizing the impact of revaluations of the net defined benefit liability (asset) immediately on the statement of financial position. Organizations would also assess the funding status of their post-employment benefit plans to determine the appropriate rate for discounting post-employment benefit obligations.

Standard	Summary and implications
Public Private Partnerships (“P3”)	<ul style="list-style-type: none"> PSAB has introduced Section PS3160, which includes new requirements for the recognition, measurement and classification of infrastructure procured through a public private partnership. The standard has an effective date of April 1, 2023 and may be applied retroactively or prospectively. The standard notes that recognition of infrastructure by the public sector entity would occur when it controls the purpose and use of the infrastructure, when it controls access and the price, if any, charged for use, and it controls any significant interest accumulated in the infrastructure when the P3 ends. The public sector entity recognizes a liability when it needs to pay cash or non-cash consideration to the private sector partner for the infrastructure. The infrastructure would be valued at cost, which represents fair value at the date of recognition with a liability of the same amount if one exists. Cost would be measured in reference to the public private partnership process and agreement, or by discounting the expected cash flows by a discount rate that reflects the time value of money and risks specific to the project.
Concepts Underlying Financial Performance	<ul style="list-style-type: none"> PSAB is in the process of reviewing the conceptual framework that provides the core concepts and objectives underlying Canadian public sector accounting standards. PSAB released four exposure drafts in early 2021 for the proposed conceptual framework and proposed revised reporting model, and their related consequential amendments. The Board is in the process of considering stakeholder comments received. PSAB is proposing a revised, ten chapter conceptual framework intended to replace PS 1000 <i>Financial Statement Concepts</i> and PS 1100 <i>Financial Statement Objectives</i>. The revised conceptual framework would be defined and elaborate on the characteristics of public sector entities and their financial reporting objectives. Additional information would be provided about financial statement objectives, qualitative characteristics and elements. General recognition and measurement criteria, and presentation concepts would be introduced. In addition, PSAB is proposing: <ul style="list-style-type: none"> Relocation of the net debt indicator to its own statement and the statement of net financial assets/liabilities, with the calculation of net debt refined to ensure its original meaning is retained. Separating liabilities into financial liabilities and non-financial liabilities. Restructuring the statement of financial position to present non-financial assets before liabilities. Changes to common terminology used in the financial statements, including re-naming accumulated surplus (deficit) to net assets (liabilities). Removal of the statement of remeasurement gains (losses) with the information instead included on a new statement called the statement of changes in net assets (liabilities). This new statement would present the changes in each component of net assets (liabilities), including a new component called “accumulated other”. A new provision whereby an entity can use an amended budget in certain circumstances. Inclusion of disclosures related to risks and uncertainties that could affect the entity’s financial position.

Standard	Summary and implications
Purchased Intangibles	<ul style="list-style-type: none"> – In October 2019, PSAB approved a proposal to allow public sector entities to recognize intangibles purchased through an exchange transaction. Practitioners are expected to use the definition of an asset, the general recognition criteria and the GAAP hierarchy to account for purchased intangibles. – PSAB has approved Public Sector Guideline 8 which allows recognition of intangibles purchased through an exchange transaction. Narrow-scope amendments were made to Section PS 1000 Financial statement concepts to remove prohibition on recognition of intangibles purchased through exchange transactions and PS 1201 Financial statement presentation to remove the requirement to disclose that purchased intangibles are not recognized. – The effective date is April 1, 2023 (TTC fiscal year ending December 31, 2024) with early adoption permitted. Application may be retroactive or prospective.
Government Not-for-Profit Strategy	<ul style="list-style-type: none"> – PSAB is in the process of reviewing its strategy for government not-for-profit (“GNFP”) organizations. PSAB intends to understand GNFPs’ fiscal and regulatory environment, and stakeholders’ financial reporting needs. – PSAB released a second consultation paper in January 2021 which summarizes the feedback received to the first consultation paper. It also describes options for the GNFP strategy and the decision-making criteria used to evaluate the options. PSAB recommends incorporating the PS4200 series with potential customizations into PSAS. This means reviewing the existing PS4200 series to determine if they should be retained and added to PSAS. Incorporating the updated or amended PS4200 series standards in PSAS would make the guidance available to any public sector entity. Accounting and/or reporting customizations may be permitted if PSAB determines there are substantive and distinct accountabilities that warrant modification from PSAS. – PSAB is in the process of considering stakeholder comments.
2022 – 2027 Strategic Plan	<ul style="list-style-type: none"> – PSAB’s Draft 2022 – 2027 Strategic Plan was issued for public comment in May 2021. Comments were requested for October 6, 2021. – The Strategic Plan sets out broad strategic objectives that help guide PSAB in achieving its public interest mandate over a multi-year period, and determining standard-setting priorities – The Strategic Plan emphasizes four key priorities: – Develop relevant and high-quality accounting standards - Continue to develop relevant and high-quality accounting standards in line with PSAB’s due process, including implementation of the international strategy (focused on adapting International Public Sector Accounting Standards for new standards) and completion of the Conceptual Framework and Reporting Model project. – Enhance and strengthen relationships with stakeholders - Includes increased engagement with Indigenous Governments and exploring the use of customized reporting. – Enhance and strengthen relationships with other standard setters – In addition to continued collaboration with other standard setters, this emphasizes strengthened relationship with the IPSASB. – Support forward-looking accounting and reporting initiatives – Supporting and encouraging ESG reporting, and consideration of the development of ESG reporting guidance for the Canadian public sector.

Appendices

Appendix 1: Required communications

Appendix 2: Use of technology in the audit

Appendix 3: Audit and Assurance Insights

Appendix 4: Audit Fees

Appendix 5: Engagement Letter



Appendix 1: Other required communications

Report	Engagement terms
<p>Audit planning report – as attached.</p> <p>A draft report will be provided at the completion of the audit.</p>	<p>We understand that you acknowledge and agree to the terms of the engagement set out in the engagement letter provided by City's management, which includes the audits of TTC and TTCIC.</p>
Reports to the Audit and Risk Management Committee	Representations of management
<p>At the completion of the audit, we will provide our findings report to the Audit and Risk Management Committee.</p>	<p>We will obtain from management certain representations at the completion of the audit.</p>
Matters pertaining to independence	Internal control deficiencies
<p>All matters related to independence are dealt with directly by the Group audit team. We confirm that we are independent of the TTC and TTCIC in accordance with the requirements under the external auditing standards.</p>	<p>On a timely basis, identified significant deficiencies will be communicated to the Audit and Risk Management Committee in writing. Other control deficiencies identified that do not rise to the level of a significant deficiency will be communicated to management.</p>
Required inquiries	Audit Quality
<p>Professional standards require that during the planning of our audit we obtain your views on the identification and assessment of risks of material misstatement, whether due to fraud or error, your oversight over such risk assessment, identification of suspected, alleged or actual fraudulent behaviour, and any significant unusual transactions during the period.</p>	<p>The reports available through the following links were published by the Canadian Public Accountability Board to inform audit committees and other stakeholders about the results of recent quality inspections in Canada:</p> <ul style="list-style-type: none"> • Audit Quality Insights Report: 2020 Annual Audit Quality Assessments • CPAB 2020 Annual Report - Regulatory Oversight in a Global Pandemic • CPAB Audit Quality Insights Report: 2020 Interim Inspection Results

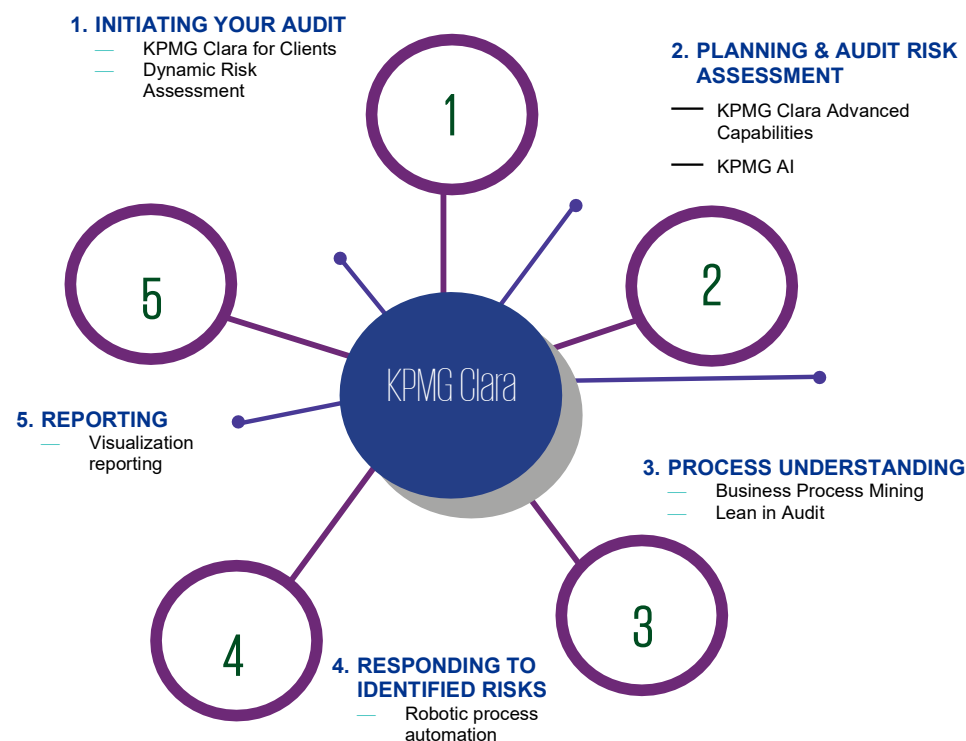
Appendix 2: Evolving use of technology in the audit

KPMG Clara is our integrated, smart global audit platform that allows our teams globally to work simultaneously on audit documentation while sharing real time information. KPMG Clara embeds analytics throughout all phases of the audit and allows us to visualise the flow of transactions through the system, identify risks in your financial data and perform more specific audit procedures. KPMG's use of technology provides for:

1. a **higher quality audit** – looking at 100% of selected data
2. a **more efficient audit** as we are focussed on the transactions that are considered higher risk and
3. an audit that provides **insights into your business** through the use of technology in your audit with our extensive industry knowledge.

We are also actively piloting Artificial Intelligence (“AI”) tools which will be used in future audits and identifying areas to embed robotic process automation (“KPMG Bots”).

Our five-phased audit approach



Appendix 3: Audit and Assurance Insights

Our latest thinking on the issues that matter most to audit committees, board of directors and management.

Featured insight	Summary
<u>KPMG Audit & Assurance Insights</u>	Curated research and insights for audit committees and boards
<u>Accelerate</u>	The key issues driving the audit committee agenda in the time of COVID-19
<u>Board Leadership Centre</u>	Supporting you in your Director role
<u>Current Developments</u>	Series of quarterly publications for Canadian businesses including Spotlight on IFRS, Canadian Securities & Auditing Matters and US Outlook.
<u>KPMG Global IFRS Institute</u>	The latest news, insights and guidance for boards, audit committee members, investors and all stakeholders about the evolving global financial reporting framework.
<u>KPMG Climate Change Financial Reporting Resource Centre</u>	Our climate change resource centre provides FAQs to help you identify the potential financial statement impacts for your business.
<u>You can't go green without blue - The blue economy is critical to all companies' ESG ambitions</u>	In this report, we consider how leading corporates and investors can take action to capture the value that can be found in a healthy, sustainable ocean economy.

Appendix 4: Audit Fees

Our fees as follows:

Fees for the annual audit	Current period
Toronto Transit Commission (consolidated)	\$100,000
Toronto Transit Commission Insurance Company Limited	\$32,000

Appendix 5: Engagement Letter

(See attachment below)



KPMG LLP
Vaughan Metropolitan Centre
100 New Park Place, Suite 1400
Vaughan, ON L4K 0J3
Canada
Telephone (905) 265-5900
Telefax (905) 265-6390

Ms. Heather Taylor
Chief Financial Officer and Treasurer
City of Toronto
100 Queen St W,
Toronto, ON M5H 2N2

Mr. Chris Murray
City Manager and Chief Administrative Officer
City of Toronto
100 Queen St W,
Toronto, ON M5H 2N2

September 23, 2020

Dear Ms. Taylor and Mr. Murray,

The purpose of this letter is to outline the terms of our engagement to audit the consolidated annual financial statements (“financial statements” or “annual financial statements”) of The City¹ of Toronto (“the Entity”); and other engagements as listed in Part I, 2, 3, and 4 of this letter, commencing for the year ending December 31, 2020, all as further outlined in this letter.

The terms of the engagement outlined in this letter are for a term of five (5) years commencing on July 1, 2020 and ending on June 30, 2025 (the “Initial Term”), unless amended or terminated or renewed in writing as set out elsewhere in this Engagement Letter (as defined below).

The attached Terms and Conditions, City of Toronto Supplementary Terms and Conditions and any exhibits, attachments and appendices hereto and subsequent amendments form an integral part of the terms of this engagement and are incorporated herein by reference (collectively the “Engagement Letter”).

Priority of Documents:

In the event of any conflict or disagreement between the various documents or any omissions contained in the documents making up this Engagement Letter, the documents shall govern in the following order of precedence:

¹ “City” is defined as the City of Toronto including its Agencies and Corporations

KPMG LLP is a Canadian limited liability partnership and member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative “KPMG International”), a Swiss entity.

KPMG Canada provides services to KPMG LLP



- (a) A written amendment to this Engagement Letter in accordance with the terms hereof, the amendment bearing the later date having priority (if any);
- (b) This Engagement Letter;
- (c) Appendix A – City of Toronto Supplementary Conditions;
- (d) Appendix B – KPMG Terms and Conditions for Assurance Engagements;
- (e) The Request for Proposal (RFP) and Addenda;
- (f) Clarification Letters (if any); and
- (g) KPMGs Proposal and Addenda.

The foregoing documents are incorporated into and form part of this Engagement Letter, even if they are not physically attached hereto. The Auditor acknowledges receipt of all such documents.

The annual financial statements will include an adequate description of the financial reporting framework. Relevant financial frameworks include:

- Canadian public sector accounting standards ("PSAB")
- Accounting Standards for Private Entities ("ASPE")
- International Financial Reporting Standards ("IFRS")
- Accounting Standards for not for profit organizations ("ASNPO")
- Canadian accounting standards for pension plans ("CASPP")

Part I - Audit Engagements

The audit engagements include:

	Entity	Consolidated/ Standalone	Framework	Intended Users other than Addressee
1	The City of Toronto (the "Entity")	Consolidated	PSAB	
2	City of Toronto Trust Funds	Consolidated	PSAB	
3	City of Toronto Sinking Funds	Standalone	PSAB, except that investments are recorded at fair value	
Ontario Business Corporation Act ("OBCA") Corporations:				
4	Toronto Community Housing Corporation ("TCHC")	Consolidated	PSAB with 4200 series	
5	TCHC - Regent Park Energy Inc.	Standalone	PSAB	
6	TCHC - Group 1, Group 2, and Group 3	Standalone	ASPE except for items noted in basis of accounting note disclosure.	
7	Build Toronto Inc.	Consolidated	IFRS	
8	City of Toronto Economic Development Corporation c.o.b. – Toronto Port Lands Company	Consolidated	IFRS	
	Entity	Consolidated/ Standalone	Framework	
Local Boards:				
9	CreateTO	Standalone	PSAB	
10	Toronto Parking Authority	Standalone	IFRS	
11	Toronto Public Library Board	Standalone	PSAB	

	("TPL")			
12	TPL Foundation	Standalone	ASNPO	
13	Board of Governors of Exhibition Place	Consolidated	PSAB	
14	TO Live (formerly the Board of Directors of the Hummingbird Centre for the Performing Arts (operating as Civic Theatres Toronto))	Standalone	PSAB	
15	Board of Management of the Toronto Zoo	Standalone	PSAB with 4200 series	
Transit:				
16	Toronto Transit Commission ("TTC")	Consolidated	PSAB	
17	TTC Insurance Company Limited ("TTCICL")	Standalone	PSAB and Note 1	Financial Services Commission of Ontario
Financial Trusts – Pension related entities:				
18	The Fund of the Metropolitan Toronto Pension Plan	Standalone	CASPP and Note 2	Financial Services Commission of Ontario
19	The Fund of the Metropolitan Toronto Police Benefit Fund	Standalone	CASSP and Note 2	Financial Services Commission of Ontario

	Entity	Consolidated/ Standalone	Framework	
20	The Fund of the Toronto Civic Employees' Pension and Benefit Fund	Standalone	CASSP and Note 2	Financial Services Commission of Ontario
21	The Fund of the Toronto Fire Department Superannuation and Benefit Fund	Standalone	CASSP and Note 2	Financial Services Commission of Ontario
23	Toronto Transit Commission Sick Benefit Association	Standalone	PSAB	

Note 1:

In the absence of any specific guidance under PSAB, the guidance from IFRS 4, Insurance Contracts is used for measurement and presentation of Insurance Liabilities. Financial Services Regulatory Authority of Ontario ("FSRA") exempts TTCICL from IFRS until year-end 2020. TTCICL will request a continuation of the IFRS exemption, but if denied by FSRA, TTCICL may need to prepare the financial statements in IFRS and PSAB. Audited statements under PSAB and IFRS may be required.

Note 2:

CASSP, which excludes recognition and disclosure of the pension obligation and includes certain additional disclosures required by Section 76 of Regulation 909

Note 3:

Section 4600 Pension Plans and disclosure requirements outlined by FSRA under Index No. FSGN-100. Relevant sections of the Canadian ASPE in the CPA Canada Handbook, Investment accounting follows IFRS 13, Fair value measurement.



Management's Responsibilities – Audit engagements

An audit does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

- (a) the preparation and fair presentation of the financial statements in accordance with the financial reporting framework referred to above.
- (b) providing us with all information of which management is aware that is relevant to the preparation of the financial statements ("relevant information") such as financial records, and related documentation required in order for the auditor to express an opinion on the fair presentation of the financial statements, including:
 - the names of all related parties and information regarding all relationships and transactions with related parties
 - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the financial statements. All significant actions are to be included in such summaries.
- (c) providing us with reasonable access to such relevant information.
- (d) providing us with complete responses to all enquiries made by us during the engagement.
- (e) providing us with additional information that we may request from management for the purpose of the engagement.
- (f) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
- (g) such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- (h) ensuring that all transactions have been recorded and are reflected in the financial statements.
- (i) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the entity, will not intervene in the work the internal auditors perform for us.
- (j) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.

Auditor's Responsibilities – Audit engagements

If management does not fulfill execute the responsibilities above, we cannot complete our audit. Our function as auditors of the Entity is:

- to report on the annual financial statements



- to express an opinion on whether the Entity's annual financial statements, prepared by management with the oversight of those charged with governance, are, in all material respects, in accordance with the financial reporting framework referred to above

We will conduct the audit of the Entity's annual financial statements in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

We will provide a copy of both the audit findings report and the management representation letters for all entities within the scope of our engagement letter to the City of Toronto's Chief Finance Officer and Treasurer, along with Entity officials.

We will plan and perform the audit to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error. Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the Entity and its environment, including the Entity's internal control. In making those risk assessments, we consider internal control relevant to the Entity's preparation of the annual financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks
- form an opinion on the Entity's annual financial statements based on conclusions drawn from the audit evidence obtained
- communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards.

Auditor's Deliverables

The auditors' report(s) will be in writing and the expected content of our auditors' report(s) is provided below and in accordance with Canadian Audit Standards. However, in the event our report may differ from its expected form and content provided in this Engagement Letter, KPMG shall notify and discuss with management in advance.

In addition, if we become aware of information that relates to the financial statements after we have issued our audit report, but which was not known to us at the date of our audit report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our audit, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our audit report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our audit report would have been



affected if the information had been known as of the date of our audit report; and (b) we believe that the audit report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the financial statements.



Expected Form of Report – Audit engagements

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The City of Toronto

Opinion

We have audited the consolidated financial statements of The City of Toronto (the “Entity”), which comprise:

- the consolidated statement of financial position as of December 31, 2020;
- the consolidated statement of operations and accumulated surplus for the year then ended;
- the consolidated statement of change in net debt for the year then ended;
- the consolidated statement of cash flows for the year then ended;
- and notes to the consolidated financial statements, including a summary of significant accounting policies;

(Hereinafter referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at December 31, 2020 and its consolidated results of operations, net debt and cash flows for the period then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the “Auditors’ Responsibilities for the Audit of the Financial Statements” section of our auditors’ report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity’s ability to continue as a going concern, disclosing as applicable, matters related to going concern



and using the going concern basis of accounting unless management either intends to liquidate the Entity or cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation



- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group Entity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Canada
Date



Additional Responsibilities regarding “Other Information”

“Other information” is defined in professional standards to be the financial or non-financial information (other than the financial statements and the auditors’ report thereon) included in the “annual report”. An “annual report” is defined in professional standards to comprise a document or combination of documents. Professional standards also indicate that:

- an annual report is prepared typically on an annual basis in accordance with law, regulation or custom (i.e., is reoccurring)
- an annual report contains or accompanies the financial statements and the auditors’ report thereon
- an annual report’s purpose is to provide owners (or similar stakeholders) with information on the Entity’s:
 - operations; and/or
 - financial results and financial position as set out in the financial statements.

Based on discussions with management, the following are expected to meet the definition of an “annual report” under professional standards:

- The document likely to be entitled “Annual Financial Report”

Management agrees, when possible, to provide us with the final versions of the document(s) comprising the “annual report” prior to the date of our auditors’ report on the financial statements. If that timing is not possible, management agrees to provide us with the final versions of the document(s) comprising the “annual report” prior to the entity’s issuance so that we can complete our responsibilities required under professional standards.

Management is responsible for the “other information”. Our responsibility is to read the “other information” and, in doing so, consider whether such information is materially inconsistent with:

- the financial statements; or
- our knowledge obtained in the audit.

Our responsibility is also to remain alert for indications that the “other information” appears to be materially misstated.

Our auditors’ report on the financial statements, when applicable under professional standards, will contain a separate section where we will report on this “other information”.

Part 2 - Review engagements

The review engagements include:

	Entity	Consolidated/ Standalone	Framework
1	Toronto Affordable Housing Fund	Standalone	PSAB with 4200 series

Management's Responsibilities – Review engagements

A review does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

- the preparation and fair presentation of the financial statements in accordance with the financial reporting framework referred to above
- providing us with all information of which management is aware that is relevant to the preparation of the financial statements ("relevant information") such as financial records, documentation and other matters, including:
 - (i) the names of all related parties and information regarding all relationships and transactions with related parties
 - (ii) advising us of all actions taken at meetings of shareholders, board of directors, and committees of the board of directors that may affect the financial statements.
- providing us with reasonable access to such relevant information.
- providing us with complete responses to all enquiries made by us during the engagement.
- providing us with additional information that we may request from management for the purpose of the engagement.
- providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
- such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- ensuring that all transactions have been recorded and are reflected in the financial statements.

providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim a review conclusion when management does not provide certain written representations required.

Practitioner's Responsibilities – Review engagements

If management does not fulfill the responsibilities above, we cannot complete our review.



We will conduct the review of the Entity's financial statements in accordance with Canadian generally accepted standards for review engagements and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. We will perform procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluate the evidence obtained.

A review is not an audit of the financial statements. Therefore, a review also does not contemplate certain audit procedures such as: obtaining corroborating evidence to responses to our enquiries; performing tests of internal control over financial reporting to evaluate design and implementation or test operating effectiveness; performing tests of accounting records using procedures such as inspection and confirmation; and performing other procedures ordinarily performed during an audit. There is a commensurate higher risk than there would be in an audit, that any material misstatements that exist in the financial statements reviewed may not be revealed by the review, even though the review is properly performed in accordance with Canadian generally accepted standards for review engagements.

However, we will perform additional procedures if we become aware of matters that cause us to believe the financial statements as a whole may be materially misstated.

The procedures performed are designed to enable us to express our conclusion on the financial statements in accordance with Canadian generally accepted standards for review engagements. The procedures selected will depend on what we consider necessary applying our professional judgment, based on our understanding of the Entity and its environment, and our understanding of the relevant financial reporting framework and its application in the industry context.

In expressing our conclusion from the review of the financial statements, our report on the financial statements will expressly disclaim any audit opinion on the financial statements.

Practitioner's Deliverables – Review engagements

The practitioners' report(s) will be in writing and the expected content of our practitioners' report(s) is provided below. However, there may be circumstances in which a report may differ from its expected form and content.

In addition, if we become aware of information that relates to the financial statements after we have issued our review report, but which was not known to us at the date of our review report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our review, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our review report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our review report would have been affected if the information had been known as of the date of our review report; and (b) we believe that the review report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the financial statements.



Expected Form of Report – Review engagements

INDEPENDENT PRACTITIONERS' REVIEW ENGAGEMENT REPORT

To the Members of Council, Inhabitants and Ratepayers of The City of Toronto

We have reviewed the accompanying financial statements of Toronto Affordable Housing Fund, which comprise the balance sheet as at December 31, 2019, the statement of operations, statement of retained earnings and statement of cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioners' Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Toronto Affordable Housing Fund as at December 31, 2019, and its of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Canada

Date

Part 3 - Compilation (Notice to Reader) engagements

The compilation engagements include:

	Entity	Consolidated/ Standalone	Framework
1	Access Housing Connections Inc.	Standalone	PSAB with 4200 series
2	Toronto Community Housing Enterprise Inc.	Consolidated	PSAB with 4200 series
3	2001064 Ontario Inc.	Standalone	PSAB with 4200 series
4	Leslie Nymark Development Corporation	Standalone	PSAB with 4200 series
5	Don Mount Court Development Corporation	Standalone	PSAB with 4200 series
6	Railway Lands Development Corporation	Standalone	PSAB with 4200 series
7	Regent Park Development	Standalone	PSAB with 4200 series
8	Alexandra Park Development	Standalone	PSAB with 4200 series
9	Allenbury Gardens Development	Standalone	PSAB with 4200 series

Management's Responsibilities – Compilation engagements

A compilation does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

1. providing us with access to all information of which management is aware that is relevant to the compilation of the financial statements ("relevant information") such as financial records, documentation and other matters, including:
 - a) the names of all related parties and information regarding all relationships and transactions with related parties
 - b) advising us of all actions taken at meetings of shareholders, board of directors, and committees of the board of directors that may affect the financial statements.
2. providing us with reasonable access to such relevant information.
3. providing us with complete responses to all enquiries made by us during the engagement.



4. providing us with additional information that we may request from management for the purpose of the engagement.
5. providing us with unrestricted access to persons within the Entity from whom we determine it necessary in order to compile the financial statements
6. such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
7. providing us with all transactions so they are reflected in the compiled financial statements
8. the accuracy and completeness of the representations in the financial statements
9. ensuring that all pages of the financial statements are marked as being "Unaudited – See Notice to Reader"
10. ensuring our Notice to Reader is attached to the financial statements when distributing the financial statements to third parties.

Practitioner's Responsibilities – Compilation engagements

We will compile the financial statements of the Entity in accordance with the standards established by Chartered Professional Accountants of Canada as being applicable to compilation engagements.

The financial statements will be compiled from information provided by the Entity.

We will not perform an audit or a review engagement on such information. This engagement cannot be relied upon to prevent or detect error and fraud and other irregularities.

Although we are not required to be independent with respect to the Entity, we are required to disclose any activity, interest or relationship which, in respect of the engagement, would be seen by a reasonable observer to impair our independence. Such disclosure, if applicable, will be made in our deliverable described below and will indicate the nature of the influence or relationship and the nature and extent of the interest.

Practitioner's Deliverables – Compilation engagements

The practitioners' report(s) will be in writing and the expected content of our practitioners' report(s) is provided below. However, there may be circumstances in which a report may differ from its expected form and content.



Expected Form of Report – Compilation engagements

NOTICE TO READER

On the basis of information provided by management, we have compiled the balance sheet of Access Housing Connections Inc. as at December 31, 2019 and the statements of earnings, comprehensive income, retained earnings and cash flows for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these financial statements may not be appropriate for their purposes.

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Canada
Date

Part 4 – Other assurance or non-assurance engagements

These engagements include:

	Entity	Nature	Framework	Intended Users other than Addressee
1	Compliance with City of Toronto's investment policy	Agreed upon procedures	Compliance with the City of Toronto's Investment policy for the General Fund, Sinking Funds, and Trust Group Funds.	
2	Compliance with the Building Canada Fund Contribution Agreement for the Union Station Revitalization Project Agreement and Report on accounts, records, claims and expenditures incurred related to this	Audit of other historical financial information	Schedule A and B of the Building Canada Fund Agreement for the Revitalization of Union Station dated September 25, 2009 and as amended on July 13, 2015 between the Government of Canada and the City of Toronto and any subsequent amendments.	
3	Compliance with the Gas Tax Fund Administration Agreement and Report on information and expenditures incurred under this Agreement	Audit of other historical financial information	Financial reporting requirements of the Administrative Agreement dated April 1, 2014 and the 2019 funding letter between the Ministry of Infrastructure and Communities (Canada), the Ministry of Municipal Affairs and Housing (Ontario), the Association of Ontario and the City of Toronto.	Regional Municipality of York and Minister of Transport, Infrastructure, and Communities
4	Reaching Homes project (previously known as Homelessness Partnering Strategy Project) Statement of	Audit of other historical	Financial reporting requirements of the agreement between	

	Revenue and Expenditures	financial information	the Minister of Employment and Social Development Canada and the City of Toronto effective April 1, 2014 and any subsequent amendments.	
5	Toronto Parking Authority Carpark No. 161 – St. Clair-Yonge Garage – Statement of Revenue and Expenditures	Audit of other historical financial information	Lease agreement with GE Canada Real Estate Equity dated August 31, 2007, subsequently assumed by Incore Equities Inc. and Slate Toronto Core Office Inc. through the Sales Purchase agreement dated May 15, 2013 and any other subsequent agreements.	Sutter Hill Developments Ltd.
6	Toronto Police Services Board Special Fund (“TPSB” Special Fund) – Section 9110 Report on Agreed Upon Procedures regarding internal control over financial reporting only	Agreed upon procedures regarding internal control over financial reporting	Application and disbursement procedures as approved by the TPSB. General procedures as approved by the TPSB.	
7	Coca Cola Coliseum – Special Audit on Schedule of Expenditures	Audit of other historical financial information	Section 5.3 of both the Amended Restated Indenture of Lease and the Indenture of Sublease (the Agreements) dated June 16, 2015 between the Board of Governors of Exhibition Place, BPC Coliseum Inc. and Maple Leaf Sports and Entertainment Ltd.	

8	<p>Long-term care home – Annual Reconciliation Reports (“LTC ARR”)</p> <ol style="list-style-type: none"> 1) Bendale Acres, 2) Carefree lodge 3) Castelvew Wychwood Towers 4) Cummer Lodge 5) Kipling Acres 6) Lakeshore Lodge 7) Seven Oaks 	Audit of other historical financial information	Long-Term Care Home Annual Report Technical Instructions and Guidelines	Ministry of Health and Long-term Care
	<ol style="list-style-type: none"> 8) True Davidson 9) Wesburn Manor 10) Fudger House 			
9	<p>Toronto Public Health - Audits as required by the Ministry of Health and Long Term Care and Ministry of Children and Youth Services in connection with various Settlements of Toronto Public Health programs:</p> <ul style="list-style-type: none"> - Annual Service Plan and Budget Submission - AIDS Bureau Program – Statement of Revenue and Expenditures and Annual Reconciliation Report - Healthy Babies Healthy Children Program Settlement Report - Preschool Speech and Language Program Settlement Report - Infant Hearing Program Settlement Report - Blind Low Vision Program Settlement Report - Supervised Injection Site Program Settlement Report - Low Income Seniors Dental 	Report on specified procedures.	Financial reporting requirements of the Public Health Funding and Accountability Agreement between Ministry of Health and Long-term Care and the Board of Health and instructions for completing the Annual Reconciliation Report Worksheets.	<p>Ministry of Health and Long-term Care</p> <p>Ministry of Children and Youth Services</p> <p>Ministry of Health and Long-term Care</p>

	Program Settlement Report			
10	Toronto Transit Commission Insurance Company Limited	Report on specified procedures.	Specified auditing procedures over actuarial valuation of insurance liabilities as required by Financial Services Regulatory Authority of Ontario (FSRA).	

Financial Reporting Framework for the Other Historical Financial Information

The other historical financial information will be prepared and presented in accordance with the financial reporting provisions of relevant sections of regulation or legislation or the financial reporting provisions of the underlying agreements or contracts for each audit noted above. The financial reporting framework is described in Note 1 to the other historical financial information.

Management asserts that the other historical financial information will include an adequate description of:

- the financial reporting framework (sometimes referred to as basis of accounting)
- the purpose of such other historical financial information. The purpose of this other historical financial information is for the Entity to meet its obligation to a specific party noted in the underlying agreement, regulation, legislation or contract as defined in Note 1 to the other historical financial information.

The Entity may not distribute our auditors' report on the other historical financial information without our written consent. We hereby consent to the Entity distributing our auditors' report to only the addressee(s) noted in our report.

Management's Responsibilities - Other Historical Financial Information

An audit does not relieve management or those charged with governance of their responsibilities.

Management acknowledges and understands that they are responsible for:

- (k) the preparation and presentation of the other historical financial information in accordance with the financial reporting framework referred to above.
- (l) providing us with all information of which management is aware that is relevant to the preparation of the other historical financial information ("relevant information") such as financial records, documentation and other matters, including:
 - the names of all related parties and information regarding all relationships and transactions with related parties
 - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the other historical financial information. All significant actions are to be included in such summaries
- (m) providing us with reasonable access to such relevant information.

- (n) providing us with complete responses to all enquiries made by us during the engagement.
- (o) providing us with additional information that we may request from management for the purpose of the engagement.
- (p) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
- (q) such internal control as management determines is necessary to enable the preparation of other historical financial information that is free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- (r) ensuring that all transactions have been recorded and are reflected in the other historical financial information.
- (s) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the entity, will not intervene in the work the internal auditors perform for us.
- (t) determining that the basis of accounting is an acceptable basis for the preparation of the other historical financial information in the circumstances and informing us of all steps taken to determine that the applicable financial reporting framework is acceptable in the circumstances.
- (u) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.

Auditor's Responsibilities - Other Historical Financial Information

If management does not fulfill the responsibilities above, we cannot complete our audit. Our function is:

- to report on the other historical financial information.
- to express an opinion on whether the Entity's other historical financial information is prepared, in all material respects, in accordance with the financial reporting framework referred to above; and

We will conduct the audit of the Entity's other historical financial information in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

We will plan and perform the audit to obtain reasonable assurance about whether the other historical financial information as a whole is free from material misstatement, whether due to fraud or error.

Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the Entity and its environment, including the Entity's internal control. In making those risk assessments, we consider internal control relevant to the Entity's preparation of the other historical financial information in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks.
- form an opinion on the other historical financial information based on conclusions drawn from the audit evidence obtained



- communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards.

Auditor's Deliverables – Other Historical Financial Information

The auditors' report(s) will be in writing and in accordance with Canadian Audit Standards and/or other form as prescribed by inter-governmental program or funding requirements. An example of a report is attached. The parties acknowledge that the auditors' audit and reporting requirements may depend on inter-governmental program or funding requirements for the entity which may change from time to time. We will notify management in advance of any upcoming changes required to reporting, due to changes in government requirements.

In addition, if we become aware of information that relates to the other historical financial information after we have issued our audit report, but which was not known to us at the date of our audit report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our audit, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our audit report.

Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our audit report would have been affected if the information had been known as of the date of our audit report; and (b) we believe that the audit report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the other historical financial information.



Example Form of Report – Other Historical Financial Information – LTC ARR

INDEPENDENT AUDITORS' REPORT

To the Ministry of Health and Long-Term Care and the Local Health Integration Network

Opinion

We have audited the financial information contained in the Settlement Report of The City of Toronto (the Entity) for the year ended December 31, 2019 and notes to the financial information, including a summary of significant accounting policies (hereinafter referred to as the "financial information").

In our opinion, the accompanying financial information for the year ended December 31, 2019 of the Entity is prepared, in all material respects, in accordance with the financial reporting provisions of the 2019 Long-Term Care Home Annual Report Technical Instructions and Guidelines issued by the Ontario Ministry of Health and Long-Term Care.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "**Auditors' Responsibilities for the Audit of the Financial Information**" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial information in Canada and we have fulfilled our other responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Financial Reporting Framework

We draw attention to Note 1 in the schedule, which describes the applicable financial reporting framework.

The schedule is prepared to assist the Entity to meet the requirements of the reporting requirements of Ministry of Health and Long-Term Care.

As a result, the schedule may not be suitable for another purpose.

Our opinion is not modified in respect of this matter.

Other Matter – Restriction on Use

Our report is intended solely for The City of Toronto and the Ministry of Health and Long-Term Care and the Local Health Integration Network and should not be used by other parties.



Responsibilities of Management and Those Charged with Governance for the Financial Information

Management is responsible for the preparation of the financial information in accordance with the financial reporting provisions of the 2018 Long-Term Care Home Annual Report Technical Instructions and Guidelines issued by the Ontario Ministry of Health and Long-Term Care, and for such internal control as management determines is necessary to enable the preparation of a financial information that is free from material misstatement, whether due to fraud or error.

In preparing the financial information, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Information

Our objectives are to obtain reasonable assurance about whether the financial information as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial information.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.



- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial information or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

Toronto, Canada

Date

Management's Responsibilities – Agreed upon procedures

Management is responsible for:

- (a) design, implementation, monitoring, operation and evaluation of the Entity's internal control over financial reporting
- (b) assessing the design, implementation or operating effectiveness of internal control over financial reporting and should not rely solely on our report for making your assessment
- (c) determining the objectives, scope, and extent of agreed-upon procedures to be performed by us.
- (d) the sufficiency and appropriateness of the agreed-upon procedures
- (e) evaluating the findings arising from the agreed-upon procedures engagement.
- (f) implementing any changes to the Entity's internal control over financial reporting that the Entity determines to be appropriate under the circumstances.

Practitioner's Responsibilities – Agreed upon procedures

We accept no responsibility with respect to the sufficiency and appropriateness of agreed-upon procedures listed above nor have we made an attempt to assess the sufficiency and appropriateness of the agreed-upon procedures for your purposes. Further we have no obligation to perform any procedures beyond those referred to above.

We will perform the agreed-upon procedures described above in accordance with Canadian generally accepted standards for agreed-upon procedures engagements regarding internal control over financial reporting established by Chartered Professional Accountants of Canada.

In performing this agreed-upon procedures engagement, we are required to be, and to remain, independent with respect to the Entity.

In performing this agreed-upon procedures engagement, we will not undertake to perform obligations of the Entity, whether regulatory or contractual. In carrying out our work:

- We will not act in the capacity equivalent to a member of management or as an employee of the Entity
- We will not form part of the Entity's internal control structure relating to the preparation of financial reporting information.



Practitioner's Deliverables – Agreed upon procedures

The agreed-upon procedures report will be in writing and the expected content of our agreed-upon procedures report is provided below. However, there may be circumstances in which a report may differ from its expected form and content. Our report will reflect our findings as of the date we complete our work.

Other Matters – Agreed upon procedures

This agreed-upon procedures engagement does not constitute the primary basis for the Entity's assessment of internal control over financial reporting or its compliance with its principal officer certification requirements under applicable securities rules.

Expected Form of Report – Specified auditing procedures or Agreed upon procedures

REPORT ON AGREED UPON AUDITING PROCEDURES

To Toronto Police Services Board

As specifically agreed, we have performed the specified auditing procedures enumerated below in connection with internal controls over financial reporting at Toronto Police Services Board special fund. The specified auditing procedures are summarized, along with the findings, as follows:

Specified Auditing Procedures Performed	Findings
[insert]	[no exceptions / list exceptions]

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Canada
Date



Fees

The Entity and KPMG agree to fees as per our response to your request for proposal.

We are available to provide a wide range of services beyond those outlined above. Additional services will be billed at the hourly rates for optional/additional services outlined in the RFP and are subject to the same Terms and Conditions outlined in this Engagement Letter.

We are proud to provide you with the services outlined above and we appreciate your confidence in our work. We shall be pleased to discuss this letter with you at any time. If the arrangements and terms are acceptable, please sign the duplicate of this letter in the space provided and return it to us.

Yours very truly,

Acknowledged and agreed on behalf of KPMG by Kevin Travers, Partner

The following individuals are responsible for various engagements, as outlined in this letter and their performance, and for the report that is issued on behalf of KPMG LLP, and who, where required, have the appropriate authority from a professional, legal or regulatory body:

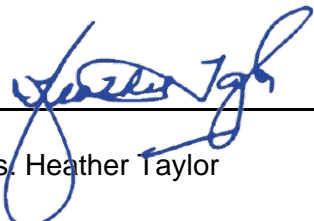
Kevin Travers	416 228 7004
Diane Del Monte	416 549 7775
Joane Mui	416 228 7218
Heather Rahman	416 224 4647

Enclosure

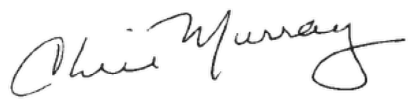
cc: Audit Committee



The terms of the engagement set out are as agreed:



Ms. Heather Taylor
Chief Financial Officer and Treasurer



Mr. Chris Murray
City Manager



PART 4 – AGREEMENT TERMS AND CONDITIONS
RFP No. 9119-19-7141

AGREEMENT TERMS AND CONDITIONS

Note to Agreement Terms and Conditions:

The terms set out in this Part 4 – Agreement Terms and Conditions shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in this Part 4 – Agreement Terms and Conditions. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Part 4 – Agreement Terms and Conditions must follow the process outlined in section 5 of Part 3 – RFP Process Terms and Conditions.

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the City, upon request, and the Vendor shall indemnify and save the City harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality

The Vendor shall treat as confidential City Confidential Information and all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor will be required to enter into a Non-Disclosure Declaration (NDD) and may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

5. Indemnities

The Vendor shall indemnify and save harmless the City), its Mayor, Members of Council, officers, employees, representatives, agents, successors and assigns from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

6. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the City, its Mayor, Members of Council, officers, employees, representatives, agents, successors and assigns from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

7. Employment & WSIB Indemnity

Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.

8. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

9. Subcontractors

The Vendor shall be prohibited from employing subcontractors for the purpose of carrying out its obligations under this Agreement.

10. Personnel and Performance

The Vendor shall make available appropriately skilled workers, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources.



PART 4 – AGREEMENT TERMS AND CONDITIONS
RFP No. 9119-19-7141

The Vendor shall ensure that its personnel, when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

11. Independent Contractor

The Vendor and the City agree and acknowledge that the relationship between the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

12. Insurance

The successful vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of services:

1. Commercial General Liability provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - (ii) adds the City of Toronto as an additional insured;
 - (iii) includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
 - (iv) includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).
2. Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than One Million Dollars (\$1,000,000);
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.
3. Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

The successful vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.

13. Warranties and Covenants

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the City's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

14. Third Party Software

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City,

- (a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- (b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

15. Ownership of Intellectual Property and Deliverables

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the City. Notwithstanding the foregoing, the Vendor will have ownership and the right to retain all working papers, files and other materials that it creates and that form the basis for the representations made in the auditor's report, in accordance with generally accepted Canadian auditing standards, as established by the Chartered Professional



PART 4 – AGREEMENT TERMS AND CONDITIONS
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Accountants Canada. The Vendor shall provide the City with copies of any working paper upon request.

16. Payment Schedule

A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation. If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

17. Termination Provisions

Upon giving the Vendor not less than thirty (30) days' prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation. If at any time during the term of the Agreement it is determined by the Vendor, in its sole discretion, that there may be an actual or potential breach by Vendor of applicable professional standards, Vendor may terminate the Agreement, without liability, immediately on notice to City.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time, or such longer period of time, if agreed to in writing by the City. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the City for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the City in a clean and readable format. For the purpose of documentation required to be retained by the Vendor in accordance



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with generally accepted auditing standards established by the Chartered Professional Accountants Canada, the Vendor may retain original documents but shall provide copies of all such original documents to the City.

18. Right to Audit

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 10 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the City at all reasonable times.

19. Liquidated Damages

If the Vendor at any time fails to supply all goods or services to the City as specified within the Agreement, or fails to replace goods or services rejected by the City, then the City shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the Vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

20. Right to Retain Monies

The City shall have the right to retain out of monies payable to the Vendor under the Agreement the total amount outstanding from time to time of all claims arising out of the default of the Vendor of its obligations to the City. This shall include claims pursuant to this or any other contract or cause of action between the Vendor and the City which have not been settled between the City, and the Vendor.

21. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b. Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:

- i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
 - ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e. The Vendor shall provide, at the request of the Auditor General or her designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the Auditor General or her designate in the event of any of the following:
 - i. A critical injury that arises out of Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City.
- h. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons



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employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

22. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

23. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the City of Toronto requirement, visit the website at

<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/>

24. City of Toronto – Invoice/Billing Requirements

24.1 City of Toronto's Invoice and billing requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If the billing information is missing from



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an invoice it will result in a payment delay and the invoice may be returned to you without payment.

It is the Vendor's responsibility to submit correct invoices for payment of goods /services delivered to the City of Toronto Divisions. If an incorrect invoice is submitted, the vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

1) Exceptions

The standard invoice billing requirement must be followed with the exception of vendor invoices related to an approved capital project subject to construction lien holdbacks only. Billing requirement direction will be provided by the contract custodian or city divisional designate.

2) Electronic Invoices

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.ca. Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

24.2 Billing Requirements

- (1) All original Vendor invoices **must be** addressed and be sent **DIRECTLY** to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14th Floor, Metro Hall
Toronto, ON
M5V 3C6

- (2) Invoice/s submitted to the City of Toronto must have complete ship to information including:
- I. Name of City Division,
 - II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),
 - III. Delivery location of goods and/or services (excluding pick-up order),



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- IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), or Schedule "A" must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)
- V. Complete "Remit To" address is required on all submitted vendor invoices

Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

- (3) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.
- (4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
- (5) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

24.3 Discount Terms

The City will consider offers of early payment discount terms. If correct billing information has been indicated on the invoice, it is the City's policy to pay within vendor's discount terms from the receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.

Early Payment terms should be clearly indicated on the invoice.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

24.4 Direct Deposit

City of Toronto offers secure electronic deposit payments directly to your bank account through our "Direct Deposit" program. For more information and/or to enroll for this payment option, please email us at FASPDD@toronto.ca or contact the Direct Deposit program line at 416-392-9736 and follow the prompts.

Effective January 1, 2014, all new contracts for existing or new vendors must be enrolled in the Direct Deposit program.

24.5 Agency and Corporation Payment Terms, Invoice and Billing Requirements

Notwithstanding the City's general Invoice/Billing Requirements as specified in Part 4 – RFP Agreement Terms and Conditions Section 24.1 to 24.4 above, for the purpose of Services performed on behalf of Agencies and Corporations, specific payment terms and invoice and billing requirements will be determined in accordance with billing practices of the particular agency or corporation.

25. Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events includes natural disasters and acts of war, insurrection and terrorism, epidemics, pandemics, quarantine or any law, by-law, order, regulation issued by any governmental authority (including the City), including an order issued under the Emergency Management and Civil Protection Act (a "Force Majeure Event"). If a party seeks to delay performance of its obligations under this Agreement due to a Force Majeure Event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

26. COUNTERPART AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterpart and may be executed by electronic signature that is received by the City in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.



TERMS AND CONDITIONS FOR ASSURANCE ENGAGEMENTS

1. These Terms and Conditions are an integral part of the accompanying engagement letter or proposal from KPMG that identifies the engagement to which they relate and forms part of the engagement letter (the "Engagement Letter"). The term "Entity" used herein has the meaning set out in the accompanying engagement letter or proposal. The term "Management" used herein means the management of Entity.

1. DOCUMENTS AND LICENSES.

a. All working papers, files and other internal materials created or produced by KPMG in relation to this engagement and all copyright and intellectual property rights therein are the property of KPMG.

b. Only in connection with the services herein, Entity hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Entity solely for presentations or reports to Entity or for internal KPMG presentations and intranet sites. Further, Entity agrees that upon prior written consent of Entity, KPMG may request to list Entity as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory, and/or Tax client of KPMG LLP").

2. ENTITY'S RESPONSIBILITIES.

a. Entity agrees that all management responsibilities will be performed and all management decisions will be made by Entity, and not by KPMG.

b. Entity's provision of documents and information to KPMG on a timely basis is an important factor in our ability to issue any reports under this Engagement Letter. KPMG is not responsible for any consequences arising from Entity's failure to deliver documents and information as required.

c. To the extent that KPMG personnel are on Entity's premises, Entity will take all reasonable precautions for their safety including compliance with applicable workplace safety and health and safety laws.

d. Entity understands and acknowledges that KPMG's independence may be impaired if any KPMG partner, employee or contractor accepts any offer of employment from Entity for the duration of the engagement.

e. KPMG acknowledges that the Engagement Letter and any materials or information provided to the Entity through the performance of its obligations may be subject to disclosure by Entity pursuant to the Municipal Freedom of Information Act, R.S.O. 1990, c. M 56 ("MFIPPA"). KPMG also acknowledges that the Engagement Letter may be made available publicly as part of Entity's reporting requirements.

f. Management agrees to promptly provide us with a copy of any comment letter or request for information issued by any regulatory authority in respect of information on which KPMG reported, including without limitation any continuous disclosure filings. KPMG agrees to cooperate with the Entity and/or regulatory authority with respect to such information requests where not prohibited from doing so by law or professional standards.

3. INTENTIONALLY DELETED

4. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS; STORAGE AND USE OF INFORMATION.

a. KPMG is a member firm of the KPMG International Cooperative ("KPMG International"). Entity acknowledges that in connection with the provision of services hereunder, KPMG may use the services of KPMG International member firms, as well as other third party service providers or subcontractors, and KPMG shall be entitled to share with them all documentation and information related to the engagement, including Entity's confidential information and personal information ("information"). KPMG may also: (i) directly, or using such aforementioned KPMG International member firms, third party service providers or subcontractors, perform data analytics in respect of the information; and (ii) retain and disclose to KPMG International member firms the information to share best practices or for knowledge sharing purposes. In all such cases, such information may be used, retained, processed, or stored outside of Canada by such KPMG International member firms, other third party service providers or subcontractors, and may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG represents

that such KPMG International member firms, other third party service providers or subcontractors have agreed or shall agree to conditions of confidentiality with respect to Entity's confidential information, and that KPMG is responsible to ensure their compliance with those conditions. Any services performed by KPMG International member firms or other third party service providers or subcontractors shall be performed in accordance with the terms of this Engagement Letter, but KPMG remains solely responsible to Entity for the delivery of the services hereunder. Entity agrees that any claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or other third party service providers or subcontractors referred to above. For greater certainty, KPMG may use KPMG Affiliates and Member Firms for the provision of professional services, for professional standards compliance and quality and risk management purposes, and to provide administrative, analytical and clerical support. Client understands that each Member Firm is located outside of Canada and is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of any other Member Firm. KPMG may also use third party providers of administrative and/or clerical products or services to KPMG within and outside of Canada, including but not limited to external IT providers, which have no direct involvement in the delivery of the Services to Client.

KPMG will indemnify and hold harmless the Entity, including its Mayor, elected officials, directors, officers, employees, agencies, related corporations, affiliates and agents for any losses, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from KPMG International member firms or other third party service providers or subcontractors' performance or non-performance of its obligations under the Engagement Letter, including breach of the confidentiality obligations, negligence, willful misconduct and fraud

b. Certain information (including information relating to time, billing and conflicts) collected by KPMG during the course of the engagement may be used, retained, processed and stored outside of Canada by KPMG, KPMG International member firms or third party service providers or subcontractors providing support services, but such third party have no direct involvement in the delivery of the Services to Client to KPMG for administrative, technological and clerical/organizational purposes, including in respect of client engagement acceptance procedures and maintaining engagement profiles; and to comply with applicable law, regulation or professional standards (including for quality performance reviews). Such information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG may also share information, excluding privileged information unless express consent from Entity is received and only as required on a need to know basis with its legal advisers and insurers for the purposes of obtaining advice.

c. Entity acknowledges that KPMG aggregates anonymous information from sources including the Entity for various purposes, including to monitor quality of service, and Entity consents to such use. KPMG may also use Entity's information to offer services that may be of interest to Entity.

5. PERSONAL INFORMATION CONSENTS AND NOTICES.

KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at www.kpmg.ca. KPMG also acknowledges that collection, use and disclosure of personal information is subject to MFIPPA. Entity represents and warrants that (i) it will obtain any consents required to allow KPMG to collect, use and disclose personal information in the course of the engagement, and (ii) it has provided notice to those individuals whose personal information may be collected, used and disclosed by KPMG hereunder of the potential processing of such personal information outside of Canada (as described in Section 4 above). KPMG's Privacy Officer noted in KPMG's privacy policy is able to answer any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.



TERMS AND CONDITIONS FOR ASSURANCE ENGAGEMENTS

6. THIRD PARTY DEMANDS FOR DOCUMENTATION AND INFORMATION / LEGAL AND REGULATORY PROCESSES.

- a. Entity on its own behalf hereby acknowledges and agrees to cause its subsidiaries and affiliates to acknowledge that KPMG may from time to time receive demands from a third party (each, a "third party demand"), including without limitation (i) from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad), to provide them with information and copies of documents in KPMG's files including (without limitation) working papers and other work-product relating to the affairs of Entity, its subsidiaries and affiliates, and (ii) summons for production of documents or information related to the services provided hereunder; which information and documents may contain confidential information of Entity, its subsidiaries or affiliates. Except where prohibited by law, KPMG, will advise Entity or its affiliate or subsidiary of the third party demand. Entity acknowledges, and agrees to cause its subsidiaries and affiliates to acknowledge, that KPMG will produce documents and provide information in response to the third party demand.
- b. KPMG will use efforts to a standard no less of a standard that KPMG would normally use in protecting its own confidential or privileged information, to withhold from production any documentation or information over which Entity asserts privilege. Entity must identify any such documentation or information at the time of its provision to KPMG by marking it as "privileged". Notwithstanding the foregoing, where disclosure of such privileged documents is required by law, KPMG will disclose such privileged documents and will promptly notify the Entity prior to disclosure of same. If such law requires the Entity's consent prior to releasing such privileged documents, Entity may withhold consent in its sole and absolute discretion.
- c. Entity agrees to reimburse KPMG for its professional time and any disbursements, including reasonable legal fees and taxes, in responding to third party demands except if it relates to such requests that would ordinarily occur in KPMG's business whether it was engaged by the Entity or not. For example, third party requests from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad).
- d. Intentionally Deleted.
- e. Entity agrees to notify KPMG as soon as practicably possible of any request received by Entity from any third party with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

7. CONNECTING TO THE ENTITY'S IT NETWORK; EMAIL AND ONLINE FILE SHARING AND STORAGE TOOLS.

- a. Entity authorizes KPMG personnel to connect their computers to Entity's IT Network and the Internet via the Network while at the Entity's premises for the purpose of conducting normal business activities.
- b. Entity recognizes and accepts the risks associated with communicating electronically, and using online file sharing, storage, collaboration and other similar online tools to transmit information to or sharing information with KPMG, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege.

8. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. SUBJECT TO SECTION 13, KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. INTENTIONALLY DELETED.

10. INTENTIONALLY DELETED.

11. ALTERNATIVE DISPUTE RESOLUTION.

Any dispute or claim between the parties arising under or relating to this Engagement Letter or the services provided hereunder (the "Dispute") shall be submitted to non-binding mediation in Ontario. If mediation is not

successful within 90 days after the issuance by a party of a request for mediation, then the Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada in force at that time. The Seat of Arbitration shall be the province where KPMG's principal office performing the engagement is located. The language of the arbitration shall be English. The Arbitral Tribunal shall be made up of a single Arbitrator. The arbitration award shall be final, conclusive and binding upon the parties, and not subject to appeal.

12. POTENTIAL CONFLICTS OF INTEREST.

- a. KPMG is or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that, without further notice or disclosure to Entity, KPMG may: (i) accept or continue such engagements on matters unrelated to KPMG's engagement for Entity provided that Entity is not in a perceived or actual conflict of interest; and (ii) provide advice or services to any other person or entity making a competing bid or proposal to that of Entity whether or not KPMG is providing advice or services to Entity in respect of Entity's competing bid or proposal.
- b. In accordance with professional standards, KPMG will not use any confidential information regarding Entity in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls.
- c. In no event shall KPMG be liable to Entity, or shall Entity be entitled to a return of fees or disbursements, or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement in accordance with the terms of this Engagement Letter.
- d. Entity agrees that KPMG may, in its sole discretion, disclose the fact and nature of its engagement for Entity to (i) KPMG International member firms to inform conflict searches, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Entity, in connection with the engagement or any future engagement.
- e. In the event that circumstances arise that place KPMG into a perceived or actual conflict of interest as between Entity and a pre-existing client or new client, KPMG must disclose the perceived or actual conflict of interest to the City immediately and the parties will attempt to resolve or manage such perceived or actual conflict of interest through the use of confidentiality and other safeguards that may be required or prescribed by the City, acting reasonably. In the event that KPMG cannot adequately address such perceived or actual conflict of interest to the City's reasonable satisfaction, either party shall be entitled to immediately terminate the engagement with Entity, without liability to the other party.
- f. Other KPMG International member firms are or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Entity.

13. LOBBYING.

KPMG will shall not undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement.

14. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying proposal or engagement letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of the provisions of these Terms and Conditions or the accompanying proposal or engagement letter are determined to be invalid, void or unenforceable, the remaining provisions of these Terms and Conditions or the accompanying proposal or engagement letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall remain valid and in effect and be enforceable and binding on the parties to the fullest extent permitted by law.



15. GOVERNING LAW.

This Engagement Letter shall be subject to and governed by the laws of Ontario and as applicable, federal laws.

16. LLP STATUS.

KPMG is a registered limited liability partnership ("LLP") established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation.

17. INDEPENDENT LEGAL ADVICE.

Entity agrees that it been advised to retain independent legal advice at its own expense prior to signing this Engagement Letter (including without limitation with respect to Entity's rights in connection with potential future conflicts) and agrees that any failure on its part to retain such independent legal counsel shall not affect (and it shall not assert that the same affects) the validity of the provisions of this Engagement Letter.

18. SURVIVAL.

All sections hereof other than Section 7(a) shall survive the expiration or termination of the engagement.



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KPMG member firms around the world have 227,000 professionals in 146 countries.

