

CANADA – NEW BRUNSWICK

INTEGRATED BILATERAL AGREEMENT FOR THE

INVESTING IN CANADA INFRASTRUCTURE PROGRAM

This Agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs (“Canada”)

AND: **HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK**, as represented by the Minister of Regional Development Corporation (“New Brunswick”)

individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS the Government of Canada announced in *Budget 2016* and *Budget 2017* over \$180 billion for the Investing in Canada Plan to support sustainable and inclusive communities, while driving economic growth;

WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Investing in Canada Infrastructure Program and wishes to provide financial support to New Brunswick for Projects under this Agreement;

WHEREAS the Government of Canada proposes to deliver up to a maximum of \$673,217,568 to New Brunswick in four key areas: public transit; green infrastructure; community, culture and recreation infrastructure; and rural and northern communities infrastructure;

AND WHEREAS the Government of Canada has made a commitment to renewing the relationship between Canada and Indigenous peoples based on recognition of rights, respect, co-operation and partnership, where all mandate letters from the Prime Minister highlight the Government of Canada’s commitment to a renewed, nation-to-nation relationship with Indigenous peoples.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

“Administrative Expenses” means costs Incurred by New Brunswick related to implementing this Agreement, including costs for incremental staff needed to deliver the Program, conduct Program intakes, review project applications, announce Projects, install signage, develop the New Brunswick infrastructure plan, develop information technology systems and undertake reporting.

“Agreement” means this integrated bilateral agreement and all its schedules, as may be amended from time to time.

“Agreement End Date” means March 31st, 2028.

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by Canada under the terms and conditions of this Agreement.

“Asset Disposal Period” means the period ending five (5) years after a Project is Substantially Completed.

“Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

“Eligible Expenditures” mean those costs Incurred and eligible for payment by Canada as set out in section A.1 c) (Eligible Expenditures).

“Fiscal Year” means the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year.

“Incurred” means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

“Infrastructure Recipient Information System” (“IRIS”) means an online portal and case management tool developed by Canada to support section 17 (Information Management).

“Joint Communications” means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, New Brunswick and, where applicable, the Ultimate Recipient, and are not operational in nature.

“Oversight Committee” means the committee(s) established in accordance with section 7 (Oversight Committee).

“Person” means, without limitation, a person, New Brunswick, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

“Program” means the Investing in Canada Infrastructure Program as set out in this Agreement.

“Project(s)” means one or more projects submitted by New Brunswick and approved by Canada pursuant to section 9 (Project Submission, Approval and Changes) and governed by this Agreement.

“Rural Households” means individual dwellings located in communities with a population of under 30,000 people as defined by the 2016 Census.

“Substantial Completion” or “Substantially Completed” means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

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

“Total Financial Assistance” means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Ultimate Recipient” means an entity identified under section A.1 a) (Ultimate Recipients) that is eligible to receive contribution funding for a Project under this Agreement.

“Ultimate Recipient Agreement” means an agreement between New Brunswick and an Ultimate Recipient for a Project under this Agreement.

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

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

1.4 SCHEDULES

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

Schedule A – Program Details

Schedule B – Communications Protocol

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide contribution funding to New Brunswick for Projects and Administrative Expenses.

3. COMMITMENTS BY CANADA

- a) Canada agrees to provide contribution funding to New Brunswick under the public transit stream of the Program in a total amount not to exceed one hundred sixty five million two hundred two thousand six hundred sixty two dollars (\$165,202,662) to be paid in accordance with Schedules A.1 (General Program Requirements) and A.2 (Public Transit).
- b) Canada agrees to provide contribution funding to New Brunswick under the green infrastructure stream of the Program in a total amount not to exceed three hundred forty seven million one hundred fifty one thousand two hundred thirty two dollars (\$347,151,232) to be paid in accordance with Schedules A.1 (General Program Requirements) and A.3 (Green Infrastructure).
- c) Canada agrees to provide contribution funding to New Brunswick under the community, culture and recreation infrastructure stream of the Program in a total amount not to exceed forty six million two hundred thirty thousand thirty eight dollars (\$46,230,038) to be paid in accordance with Schedules A.1 (General Program Requirements) and A.4 (Community, Culture and Recreation Infrastructure).
- d) Canada agrees to provide contribution funding to New Brunswick under the rural and northern communities infrastructure stream of the Program in a total amount not to exceed one hundred fourteen million six hundred thirty three thousand six hundred thirty six dollars (\$114,633,636) to be paid in accordance with Schedules A.1 (General Program Requirements) and A.5 (Rural and Northern Communities Infrastructure).
- e) Canada agrees to provide a portion of Canada's total contribution funding identified in paragraphs a) through d) of this section to New Brunswick for Administrative Expenses to be paid in accordance with section 16 (Administrative Expenses).
- f) Canada agrees to consider requests from New Brunswick to transfer contribution funding under the public transit stream to the green infrastructure stream, specifically the climate change mitigation sub-stream, as described in section A.3 a) (Green Infrastructure) after March 31st, 2021.
- g) The Parties acknowledge that Canada's role in a Project is limited to making a financial contribution to New Brunswick for that Project and that Canada will have no involvement in the implementation of that Project or its operation. Canada is neither a decision-maker nor an administrator of a Project.

4. COMMITMENTS BY NEW BRUNSWICK

- a) New Brunswick will be responsible for the complete, diligent, and timely implementation of this Agreement, within the funding limits and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) Unless New Brunswick is the Ultimate Recipient, New Brunswick will enter into an Ultimate Recipient Agreement with each Ultimate Recipient and ensure that Ultimate Recipient Agreements are consistent with, but are no less favourable to Canada than the relevant provisions of this Agreement. Where New Brunswick is an Ultimate Recipient, New Brunswick will be subject to all terms and conditions set out in this Agreement.
- c) New Brunswick will ensure that all Projects are Substantially Completed by October 31st, 2027.
- d) New Brunswick acknowledges that Canada will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
- e) New Brunswick will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- f) New Brunswick will submit to Canada, no later than April 20th each Fiscal Year, the total amount of Eligible Expenditures Incurred by Ultimate Recipients on Projects in the previous Fiscal Year.
- g) New Brunswick will inform Canada immediately of any fact or event, of which New Brunswick is aware, that will compromise wholly, or in part, a Project.
- h) New Brunswick will ensure that the following climate lens assessments are completed to Canada's satisfaction and submitted to Canada prior to Canada's approval of a Project, unless otherwise required by Canada:
 - i. A greenhouse gas emissions assessment that includes a cost-per-tonne calculation as required by Canada:
 - a) for all projects that seek funding under the climate change mitigation sub-stream in Schedule A.3 (Green Infrastructure); and
 - b) for all other projects with total estimated Eligible Expenditures of ten million dollars (\$10,000,000) or more.
 - ii. A climate change resilience assessment
 - a) for all projects that seek funding under the adaptation, resilience, and disaster mitigation sub-stream in Schedule A.3 (Green Infrastructure); and
 - b) for all other projects with total estimated Eligible Expenditures of ten million dollars (\$10,000,000) or more.
- i) New Brunswick will ensure that all Projects with total estimated Eligible Expenditures of ten million dollars (\$10,000,000) or more, will report on community employment benefits provided to at least three (3) federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises). Canada will waive the community employment benefits reporting requirement at the discretion of New Brunswick. New Brunswick will provide Canada a rationale for not reporting on community employment benefits as described in this section, which will be made public by Canada.
- j) For each stream, New Brunswick agrees to provide a total funding contribution to Projects where the Ultimate Recipient is a municipal or regional government as described in section A.1 a) (Ultimate Recipients) that is no less than 33.33% of the total Eligible Expenditures for such Projects.
- k) New Brunswick will allocate a minimum of four million two thousand seventy dollars (\$4,002,070) from the community, culture and recreation infrastructure contribution funding allocation under paragraph c) of section 3 (Commitments by Canada) to Projects for the benefit of Indigenous peoples not living on reserve.

- l) Over the term of this Agreement, New Brunswick will ensure that contribution funding received under this Agreement does not displace New Brunswick infrastructure spending on each of the asset classes funded through the Program.
- m) New Brunswick will ensure that contribution funding received under this Agreement does not displace municipal spending on public transit.
- n) New Brunswick will ensure that projects submitted for Canada's approval represent, to Canada's satisfaction, a fair balance of municipal and provincial projects.
- o) New Brunswick will ensure projects benefitting Indigenous peoples are considered for contribution funding under this Agreement.
- p) New Brunswick will submit for Canada's review and approval all projects to be considered for contribution funding under this Agreement by March 31st, 2025.
- q) New Brunswick will report to Canada as outlined in this Agreement on the following targets:
 - i. Increase to between 8.4% and 9.5% the modal share for public transit and active transportation.
 - ii. Ensure ninety eight percent (98%) is the percentage of people in a municipality with a transit system that live in the service area of their transit system.
 - iii. Contribute to a national ten mega-tonne (10 mT) reduction of greenhouse gas emissions.
 - iv. Eliminate long-term drinking water advisories in non-reserve communities.
 - v. Increase the number of wastewater systems achieving compliance with federal effluent regulations: from ninety eight percent (98%) to one hundred percent (100%) for high-risk wastewater systems, and from eighty percent (80%) to one hundred percent (100%) for medium-risk wastewater systems.
 - vi. Ensure one hundred percent (100%) of federally-funded, public-facing infrastructure meets the highest published, applicable accessibility standard in a respective jurisdiction.
 - vii. Increase by five percent (5%) to seven percent (7%) the number of Rural Households that have access to the highest broadband speed range available in New Brunswick based on 2015 Canadian Radio-Television and Telecommunications Commission data.

5. APPROPRIATIONS

- a) Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.
- b) Canada acknowledges that any contribution to a Project by New Brunswick is subject to an appropriation by the New Brunswick Legislature.

6. FISCAL YEAR BUDGETING

- a) The amount of contribution funding payable by Canada each Fiscal Year is set out in sections A.2 b) i, A.3 b) i, A.4 b) i and A.5 b) i of Schedule A (Program Details).
- b) If the actual amount payable by Canada in respect of any Fiscal Year is less than the estimated maximum amounts in sections A.2 b) i, A.3 b) i, A.4 b) i and A.5 b) i of Schedule A (Program Details), New Brunswick may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to section 5 (Appropriations), Canada agrees to make reasonable efforts to accommodate New Brunswick's request. New Brunswick acknowledges that requests for re-allocation of Canada's contribution funding to a Project will require appropriation adjustments or federal Crown approvals.

- c) In the event that any requested re-allocation of Canada's contribution funding to a Project is not approved, the amount of Canada's contribution payable in accordance with section 3 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada in accordance with section 3 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

7. OVERSIGHT COMMITTEE

- a) Within sixty (60) business days of the date of last signature of this Agreement, the Parties will establish one or more Oversight Committee(s) co-chaired by representatives of Canada and New Brunswick. The Oversight Committee(s), which will meet semi-annually at a minimum will:
 - i. monitor compliance of the implementation of this Agreement with the terms and conditions of this Agreement;
 - ii. act as a forum to resolve potential issues and address concerns;
 - iii. review and, as necessary, recommend to the Parties amendments to the Agreement;
 - iv. monitor the implementation of Schedule B (Communications Protocol);
 - v. approve and ensure audit plans are carried out as per this Agreement, including but not limited to section 18 (Audit);
 - vi. monitor the implementation of the New Brunswick infrastructure plan described in section 8 (New Brunswick Infrastructure Plan) and progress towards achieving the targets outlined in paragraph q) of section 4 (Commitments by New Brunswick);
 - vii. monitor Project risk and mitigation measures; and
 - viii. attend to any other function required by this Agreement or as mutually directed by the Parties.
- b) New Brunswick will communicate to Ultimate Recipients any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

8. NEW BRUNSWICK INFRASTRUCTURE PLAN

- a) New Brunswick will submit to Canada by November 30th, 2018 and will update and re-submit to Canada annually by May 31st an infrastructure plan, to Canada's satisfaction, that includes:
 - i. A section that describes New Brunswick's approach and priorities for the Program, including but not limited to New Brunswick's plans for achieving the targets outlined in paragraph q) of section 4 (Commitments by New Brunswick), New Brunswick's approach for meeting the commitments in paragraph n) and o) of section 4 (Commitments by New Brunswick) to ensure that a fair balance of municipal and provincial projects are submitted for Canada's approval and that projects supporting Indigenous peoples are considered for contribution funding under this Agreement, and New Brunswick's aspirational targets for community employment benefits provided to federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises);
 - ii. A section identifying projects that New Brunswick intends to submit for approval by Canada for contribution funding under this Agreement, including projects that are ready to be submitted to Canada or that New Brunswick may submit to Canada in the future; and
 - iii. For all updated infrastructure plans, information on accomplishments in the previous Fiscal Year.
- b) New Brunswick may update the information required under paragraph a) ii) in this section at any time.
- c) All infrastructure plans submitted to Canada will cover a minimum period of the current Fiscal Year and the next two (2) Fiscal Years, up to the Agreement End Date.

- d) All infrastructure plans will include an attestation in a format acceptable to Canada from a delegated official from New Brunswick that contribution funding received from Canada under this Agreement will not displace infrastructure spending in accordance with paragraphs l) and m) in section 4 (Commitments by New Brunswick).
- e) New Brunswick will provide, at Canada's request and to Canada's satisfaction, additional information related to any New Brunswick infrastructure plan.
- f) The submission of any New Brunswick infrastructure plan to Canada's satisfaction does not constitute approval of projects by Canada under this Agreement and does not prohibit New Brunswick from submitting projects for approval by Canada in accordance with section 9.1 (Project Submission and Approval) that are not included on a submitted infrastructure plan.

9. PROJECT SUBMISSION, APPROVAL AND CHANGES

9.1 PROJECT SUBMISSION AND APPROVAL

- a) New Brunswick will be responsible for identifying and prioritizing eligible projects through engagement with local and regional governments, and Indigenous peoples as described in section A.1 a) (Ultimate Recipients) and submitting eligible projects to Canada for approval.
- b) New Brunswick will prioritize, to Canada's satisfaction, the submission of eligible projects for Canada's approval that support the key actions that are identified as part of New Brunswick's commitments under the *Pan-Canadian Framework on Clean Growth and Climate Change*.
- c) New Brunswick will provide all information required by Canada, to the satisfaction of Canada, for each project submitted by New Brunswick for contribution funding under this Agreement, including but not limited to:
 - i. when applicable, as determined by Canada, the target to which the project is aligned as outlined in paragraph q) of section 4 (Commitments by New Brunswick);
 - ii. expected results for community employment benefits for all projects to which the community employment benefit reporting requirement outlined in paragraph i) of section 4 (Commitments by New Brunswick) applies; and
 - iii. when applicable, as determined by Canada, climate lens assessments.
- d) New Brunswick will provide, at Canada's request and to Canada's satisfaction, additional information related to projects submitted for approval.
- e) New Brunswick's submission of a project to Canada for approval is New Brunswick's agreement that, once the Project is approved by Canada for contribution funding, the Project is governed by this Agreement.
- f) Canada's approval of a Project for contribution funding under this Agreement is Canada's agreement that the Project is governed by this Agreement.
- g) Canada will inform New Brunswick in writing once Projects have been approved or rejected.
- h) For every Project, Canada will set a maximum on Canada's contribution funding in dollars and as a percentage of total Eligible Expenditures.
- i) New Brunswick will promptly inform Canada of any cancelled or withdrawn Projects.

9.2 CHANGES TO A PROJECT

- a) New Brunswick agrees that changes to a Project will require Canada's approval, which may be subject to the terms and conditions of this Agreement. When seeking to make a change to a Project, New Brunswick will promptly submit updated Project information to Canada's satisfaction.
- b) New Brunswick will provide, at Canada's request and to Canada's satisfaction, additional information related to changes to a Project.

10. FEDERAL REQUIREMENTS FOR PROJECTS

In addition to the requirements for eligible Projects as set out in Schedule A (Program Details), eligible Projects must also meet the following requirements:

- a) A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the *Pan-Canadian Framework on Clean Growth and Climate Change*.
- b) A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, in addition to applicable provincial building codes and relevant municipal by-laws.

11. ENVIRONMENTAL ASSESSMENT

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the *Canadian Environmental Assessment Act, 2012* (CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

12. ABORIGINAL CONSULTATION

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by New Brunswick or the Ultimate Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that Canada may deem appropriate.

13. AWARDING OF CONTRACTS

- a) New Brunswick will ensure that Contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.
- b) If Canada determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to New Brunswick, Canada may consider the expenditures associated with the Contract to be ineligible.

14. REPORTING

- a) New Brunswick will submit to Canada, no later than May 31st and November 30th each Fiscal Year, a Project progress report to Canada's satisfaction that includes all Projects except:
 - i. Projects where an Ultimate Recipient is a community with a population of less than five thousand (5,000) people, which will be included in the Project progress report submitted to Canada, no later than November 30th each Fiscal Year.
- b) Each Project progress report will include an attestation in a format acceptable to Canada, from a delegated official, that the information in the report is accurate. The Project progress report will include the following updated information for each Project:

- i. Canada's contribution funding to the Project by Fiscal Year;
 - ii. Construction start and end dates (forecasted/actual);
 - iii. Progress tracker (e.g. percent completed);
 - iv. Risks and mitigation strategies, as required;
 - v. Confirmation that the Project is on-track to achieve expected results, or if Substantially Completed, confirmation of actual results; and
 - vi. Confirmation of installed Project signage, if applicable.
- c) New Brunswick will report annually, no later than November 30th, through the Project progress report, or through existing provincial reporting frameworks, on expected and actual results related to community employment benefits for applicable Projects.
 - d) New Brunswick will complete all reporting requirements as defined under paragraphs a), b) and c) in this section for all Projects to Canada's satisfaction no later than December 31st, 2027.
 - e) New Brunswick agrees and will ensure that Canada may use the information submitted by New Brunswick under this section to publicly report on Program results.

15. CLAIMS AND PAYMENTS

15.1 CLAIMS AND PAYMENTS

- a) New Brunswick will submit a claim to Canada covering Eligible Expenditures on a semi-annual basis at a minimum, to Canada's satisfaction. Each claim will include an attestation in a format acceptable to Canada, from a delegated official, that Eligible Expenditures have been Incurred in accordance with this Agreement and New Brunswick is in compliance with progress reporting requirements as described in section 14 (Reporting).
- b) New Brunswick will submit a final claim to Canada covering Eligible Expenditures no later than December 31st, 2027 to Canada's satisfaction.
- c) Canada will make a payment to New Brunswick promptly upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.

15.2 PAYMENT CONDITIONS

Canada will not:

- a) pay interest for failing to make a payment under this Agreement;
- b) pay capital costs for a Project until the requirements under section 11 (Environmental Assessment) and section 12 (Aboriginal Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada; and
- c) pay any claims until requirements under section 8 (New Brunswick Infrastructure Plan) and section 14 (Reporting) are received and accepted by Canada, and any audit requirements in section 18 (Audit) and any requirements outlined in Schedule B (Communications Protocol) are met.

15.3 PAYMENT DEADLINE

- a) Canada will make payments no later than March 31st of the year following the Fiscal Year in which the Eligible Expenditures were Incurred.
- b) Canada will make the final payment no later than March 31st, 2028.

15.4 RETENTION OF CONTRIBUTION

Canada will retain a maximum of five percent (5%) of its contribution funding under this Agreement. The amount retained by Canada will be released by Canada when:

- a) New Brunswick fulfils all of its obligations under this Agreement;
- b) New Brunswick submits an attestation, from a delegated official and in a format acceptable to Canada, that all Projects have been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures; and
- c) the Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

16. ADMINISTRATIVE EXPENSES

- a) New Brunswick may apply part of its allocation under this Agreement to Administrative Expenses as outlined in section A.1 c) (Eligible Expenditures). Approved Administrative Expenses will be determined by Canada based on the review and approval by Canada of a detailed business case, which must be submitted by New Brunswick by May 31st, 2018, or a revised business case, where required, which must be submitted by May 31st every third Fiscal Year thereafter.
- b) New Brunswick will apply an equal percentage of contribution funding, as approved by Canada, from each stream as identified in paragraphs a) through d) of section 3 (Commitments by Canada) to total Administrative Expenses.

17. INFORMATION MANAGEMENT

- a) New Brunswick will use IRIS, or another process designated by Canada, to fulfill the obligations of New Brunswick under this Agreement, including but not limited to the following:
 - i. section 8 (New Brunswick Infrastructure Plan);
 - ii. section 9 (Project Submission, Approval and Changes);
 - iii. section 14 (Reporting); and
 - iv. section 15 (Claims and Payments).

18. AUDIT

- a) New Brunswick agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement at the Project or Program level, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. New Brunswick will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Canada will develop an audit plan, as approved by the Oversight Committee that will include, at minimum, two (2) audits conducted by Canada over the term of this Agreement. Canada may undertake, at any time, any other audit in relation to this Agreement. All audits conducted by Canada will be at Canada's expense.
- c) New Brunswick will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Agreement End Date.

19. EVALUATION

- a) New Brunswick agrees to participate in a review of the Program, to be completed by March 31st, 2023, to assess Project achievements in comparison with the targets identified in paragraph q) of section 4 (Commitments by New Brunswick).
- b) In addition, New Brunswick agrees to provide Project-related information to Canada over the term of this Agreement and up to six (6) years after the Agreement End Date in order for Canada to conduct an evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

20. ACCESS

New Brunswick will ensure Canada and its designated representatives are provided with reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

21. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Oversight Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by Canada together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

22. DEFAULT

22.1 EVENTS OF DEFAULT

The following event constitutes the “Event of Default” under this Agreement:

- a) New Brunswick has not complied with one or more of the terms and conditions of this Agreement.

22.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) The Event of Default occurs;
- b) Canada gives notice to New Brunswick of the event, which in Canada’s opinion constitutes an Event of Default; and
- c) New Brunswick has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Canada that it has taken such steps as are necessary to remedy the Event of Default.

22.3 REMEDIES ON DEFAULT

In the event that Canada declares default under section 22.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by Canada to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Suspend or terminate the approval of Projects;
- c) Require New Brunswick to reimburse Canada all or part of the contribution paid by Canada to New Brunswick; or
- d) Terminate this Agreement.

23. LIMITATION OF LIABILITY AND INDEMNIFICATION

23.1 LIMITATION OF LIABILITY

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

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from

a loan, capital lease or other long term obligation
in relation to this Agreement or each of the Projects.

23.2 INDEMNIFICATION

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

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation

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

24. ASSETS

24.1 DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, New Brunswick will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of an Asset for the Asset Disposal Period.
- b) If at any time within the Asset Disposal Period, an Ultimate Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a municipal or regional government as outlined in paragraph ii. a) of section A.1 a) (Ultimate Recipients), or with Canada's consent, New Brunswick may be required to reimburse Canada, any federal funding received for the Project.

24.2 REVENUE FROM ASSETS

The Parties acknowledge that Canada's contribution to a Project is meant to accrue to the public benefit. New Brunswick will notify Canada in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient as defined in paragraph ii. d) of section A.1 a) (Ultimate Recipients) is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. Canada may require New Brunswick to immediately pay to Canada a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

24.3 REPAYABLE CONTRIBUTIONS

At Canada's request, New Brunswick shall repay any contribution funding provided by Canada under this Agreement that is intended for an Ultimate Recipient that is a for-profit private sector body where such funding is for the purpose of that Ultimate Recipient generating profits or increasing the value of its business. Any repayment by New Brunswick will be made in accordance with terms and conditions of repayment as determined by Canada at the time Canada approves a Project. Any amount owed to Canada under this Agreement by New Brunswick will constitute a debt due to the federal Crown, which New Brunswick will reimburse Canada forthwith on demand.

25. GENERAL

25.1 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

25.2 SURVIVAL

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

25.3 CONFLICT OF INTEREST

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

25.4 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and New Brunswick, between Canada and an Ultimate Recipient or between Canada and a Third Party.
- b) New Brunswick will not represent itself, including in any agreement with an Ultimate Recipient or Third Party, as a partner, employee or agent of Canada.

25.5 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. New Brunswick will take the necessary action to ensure that any Contract between New Brunswick or an Ultimate Recipient and any Third Party contains a provision to that effect.

25.6 LOBBYIST

New Brunswick has not made and will not make a payment or other compensation to any individual required to be registered under the federal *Lobbying Act* that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of Her Majesty in Right of Canada.

25.7 COUNTERPART SIGNATURE

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

25.8 SEVERABILITY

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

25.9 ASSIGNMENT

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

25.10 AMENDMENTS

This Agreement may be amended from time to time on written agreement of the Parties.

25.11 WAIVER

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

25.12 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

for Canada:

Assistant Deputy Minister
Program Operations Branch
Infrastructure Canada
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6

or to such other address, email or facsimile number, or addressed to such other person as Canada may, from time to time, designate in writing to New Brunswick; and

for New Brunswick:

Vice President
Financial Services and Program Support
Regional Development Corporation
Chancery Place
675 Kings Street, 3rd Floor
Fredericton, NB
E3B 1E9

or such other address, email or facsimile number, or addressed to such other person as New Brunswick may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

25.13 COMPLIANCE WITH LAWS

New Brunswick will comply with and ensure that each Project complies with all statutes, regulations, and other applicable laws governing New Brunswick, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

25.14 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of New Brunswick.

25.15 SUCCESSORS AND ASSIGNS

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

SIGNATURES

This Agreement has been executed on behalf of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs and on behalf of Her Majesty the Queen in right of the Province of New Brunswick by the Minister of Regional Development Corporation.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF NEW
BRUNSWICK

The Honourable Amarjeet Sohi
Minister of Infrastructure,
Communities and
Intergovernmental Affairs

The Honourable Bill Fraser Minister of
Regional Development Corporation

Date

Date

SCHEDULE A – PROGRAM DETAILS

A.1 General Program Requirements

a) Ultimate Recipients

- i. New Brunswick may be an Ultimate Recipient and may distribute Canada's contribution funding to its own Projects, subject to the terms and conditions of this Agreement.
- ii. New Brunswick may further distribute Canada's contribution funding to the following Ultimate Recipients for Projects, subject to the terms and conditions of this Agreement:
 - a) A municipal or regional government established by or under provincial statute;
 - b) A public sector body that is established by or under provincial statute or by regulation or is wholly-owned by New Brunswick, or a municipal or regional government;
 - c) When working in collaboration with a municipality, a public or not-for-profit institution that is directly or indirectly authorized, under the terms of provincial or federal statute, or royal charter, to deliver post-secondary courses or programs that lead to recognized and transferable post-secondary credentials;
 - d) A private sector body, including for-profit organizations and not-for-profit organizations. In the case of for-profit organizations, they will need to work in collaboration with one or more of the entities referred to above or an Indigenous government listed below; and
 - e) The following Indigenous Ultimate Recipients:
 - i. A band council within the meaning of section 2 of the *Indian Act*;
 - ii. A First Nation, Inuit or Métis government or authority established pursuant to a self-government agreement or a comprehensive land claim agreement between Her Majesty the Queen in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation;
 - iii. A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure; and
 - iv. A not-for-profit organization whose central mandate is to improve Indigenous outcomes, working in collaboration with one or more of the Indigenous entities referred to above, a municipality, or New Brunswick.

b) Eligible Projects

Eligible Projects will support public infrastructure, defined as tangible capital assets primarily for public use and/or benefit.

c) Eligible Expenditures

Eligible Expenditures will include the following:

- i. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section A.1 e) (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in paragraph h) of section 4 (Commitments by New Brunswick) and creating community employment benefit plans;
- ii. New Brunswick's Administrative Expenses as approved by Canada under section 16 (Administrative Expenses);
- iii. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - b) The arrangement is approved in advance and in writing by Canada.

- iv. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments as outlined in paragraph h) of section 4 (Commitments by New Brunswick), which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

d) Ineligible Projects

Investments in health and education facilities are not eligible for contribution funding under this Agreement, except as otherwise specified in section d) (Ineligible Projects) of Schedule A.4 (Community, Culture and Recreation Infrastructure) and sections c) (Eligible Project Outcomes) and d) (Ineligible Projects) of Schedule A.5 (Rural and Northern Communities Infrastructure).

e) Ineligible Expenditures

Ineligible expenditures for Projects will include the following:

- i. Costs Incurred before Project approval and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required under paragraph h) of section 4 (Commitments by New Brunswick);
- ii. Costs Incurred for cancelled Projects;
- iii. Costs of relocating entire communities;
- iv. Land acquisition;
- v. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- vi. Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in accordance with paragraph iii. of section A.1 c) (Eligible Expenditures);
- vii. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- viii. Any goods and services costs which are received through donations or in kind;
- ix. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- x. Costs associated with operating expenses and regularly scheduled maintenance work;
- xi. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- xii. All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under sections 11 (Environmental Assessment) and 12 (Aboriginal Consultation) have been met and continue to be met.

A.2 Public Transit

a) Objective

The public transit stream will primarily build new urban transit networks and service extensions that will transform the way that Canadians live, move and work.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the public transit stream will be allocated in accordance with the estimated maximum amounts in the Public Transit Fiscal Year Breakdown Table, as amended through administrative processes:

Public Transit Fiscal Year Breakdown Table

	Canada (\$)
2018-19	16,520,266.20
2019-20	16,520,266.20
2020-21	16,520,266.20
2021-22	16,520,266.20
2022-23	16,520,266.20
2023-24	16,520,266.20
2024-25	16,520,266.20
2025-26	16,520,266.20
2026-27	16,520,266.20
2027-28	16,520,266.20
TOTAL	\$165,202,662

ii. Allocation to Ultimate Recipient

- a) New Brunswick agrees to allocate Canada's public transit stream contribution funding to each Ultimate Recipient based solely on ridership as set out in the Public Transit Sub-Allocation Table:

Public Transit Sub-Allocation Table

Ultimate Recipient	Ridership
Moncton	2,269,199
Saint John	2,220,054
Fredericton	1,391,080
Miramichi	54,500

- b) Subject to approval by Canada, and New Brunswick confirming to Canada the agreement of the affected Ultimate Recipients, the Parties may amend the Public Transit Sub-Allocation Table in paragraph a) in this section, following the review described in paragraph a) of section 19 (Evaluation). New Brunswick will re-allocate contribution funding to each Ultimate Recipient, as determined by Canada, in accordance with the amended Public Transit Sub-Allocation Table. New Brunswick will ensure that any applicable Ultimate Recipient Agreements are amended to reflect these funding allocation changes.
- c) New Brunswick agrees that a maximum of 15% of Canada's public transit allocation amount under paragraph a) of section 3 (Commitments by Canada) may be paid to public transit rehabilitation Projects, unless otherwise approved by Canada.
- d) Subject to approval by Canada and New Brunswick confirming to Canada the agreement of the affected Ultimate Recipients, New Brunswick may combine the allocations of Ultimate Recipients based on the Public Transit Sub-Allocation Table, as amended, to facilitate the integration of these Ultimate Recipients' public transit systems.

c) Eligible Project Outcomes

Projects eligible for public transit stream contribution funding under this Agreement must meet at least one of the outcomes in the Public Transit Outcomes Table.

Public Transit Outcomes Table

Improved capacity of public transit infrastructure
Improved quality and/or safety of existing or future transit systems
Improved access to a public transit system

d) Ineligible Projects

When a project meets an outcome in the Public Transit Outcomes Table, it is not eligible for contribution funding under this Agreement if it involves inter-city bus, rail, port or ferry infrastructure that is not part of a public transit system. Public transit is considered to be a distinct mode of transportation conveyance that generally refers to the movement of passengers only within an urban or municipal setting.

e) Stacking and Cost-Sharing

- i. The maximum funding from all federal sources to a Project that is approved for public transit stream contribution funding under this Agreement will not exceed:
 - a) Forty percent (40%) of Eligible Expenditures in New Brunswick for new construction and expansion of public transit and active transportation that connects citizens to their public transit systems;
 - b) Fifty percent (50%) of Eligible Expenditures in New Brunswick for public transit rehabilitation Projects; or
 - c) Twenty-five percent (25%) of Eligible Expenditures for any for-profit private sector Ultimate Recipients notwithstanding a) or b) in this section.
- ii. If the federal Crown's total funding towards a Project under the public transit stream exceeds the federal funding limits set out in paragraph i) of this section or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from New Brunswick or reduce its contribution by an amount equal to the excess.
- iii. Canada's contribution to all Projects under the public transit stream will not exceed the amount as set out in paragraph a) of section 3 (Commitments by Canada).

f) Federal Requirements

All Projects that meet an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:

- i. New Brunswick will ensure that public transit Projects and active transportation Projects that connect citizens to a public transit system are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.

A.3 Green Infrastructure

a) Objective

The green infrastructure stream will support greenhouse gas emission (GHG) reductions, enable greater adaptation and resilience to the impacts of climate change and climate-related disaster mitigation, and ensure that more communities can provide clean air and safe drinking water for their citizens. This stream includes the following three sub-streams:

- i. climate change mitigation;
- ii. adaptation, resilience, disaster mitigation; and
- iii. environmental quality.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the green infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Green Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Green Infrastructure Fiscal Year Breakdown Table

	Canada (\$)
2018-19	34,715,123.20
2019-20	34,715,123.20
2020-21	34,715,123.20
2021-22	34,715,123.20
2022-23	34,715,123.20
2023-24	34,715,123.20
2024-25	34,715,123.20
2025-26	34,715,123.20
2026-27	34,715,123.20
2027-28	34,715,123.20
TOTAL	\$347,151,232

ii. Allocation to Sub-Streams

- a) New Brunswick agrees to allocate a minimum of one hundred fifty six million two hundred eighteen thousand fifty four dollars (\$156,218,054) of Canada's allocation amount under paragraph b) of section 3 (Commitments by Canada) to Projects under the climate change mitigation sub-stream, subject to the provisions in section 16 (Administrative Expenses).

c) Eligible Project Outcomes

Projects eligible for green infrastructure stream contribution funding under this Agreement must meet at least one of the outcomes in the Green Infrastructure Outcomes Table.

Green Infrastructure Outcomes Table

Climate Change Mitigation Outcomes:
Increased capacity to manage more renewable energy
Increased access to clean energy transportation
Increased energy efficiency of buildings
Increased generation of clean energy
Adaptation, Resilience and Disaster Mitigation Outcomes:
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
Environmental Quality Outcomes:
Increased capacity to treat and/or manage wastewater and stormwater
Increased access to potable water
Increased capacity to reduce and/or remediate soil and/or air pollutants

d) Ineligible Projects

- i. When a project meets a climate change mitigation outcome in the Green Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:
 - a) involves inter-city bus, rail, port and ferry infrastructure that is not part of a public transit system. Public transit is considered to be a distinct mode of transportation conveyance that generally refers to the movement of passengers only within an urban or municipal setting;
 - b) is eligible under the Low Carbon Economy Leadership Fund's three priority areas, unless and until the relevant provincial allocation under the Low Carbon Economy Leadership Fund envelope has been fully committed;
 - c) is an energy retrofit project, unless the energy retrofit project is on an asset that would be considered eligible for funding under this Agreement or under the National Housing Strategy; or
 - d) involves emergency services infrastructure.
- ii. When a project meets an adaptation, resilience and climate change outcome in the Green Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:
 - a) relocates whole communities;
 - b) involves emergency services infrastructure; or
 - c) addresses seismic risks.

e) Stacking and Cost-Sharing

- i. The maximum funding from all federal sources to a Project that is approved for green infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent (50%) of Eligible Expenditures for New Brunswick;
 - b) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;
 - c) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
 - d) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients, notwithstanding paragraphs a), b) or c) in this section.
- ii. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources subject to approval by Canada.

- iii. If the federal Crown's total funding towards a Project under the green infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from New Brunswick or reduce its contribution by an amount equal to the excess.
 - iv. Canada's contribution to all Projects under the green infrastructure stream will not exceed the amount as set out in paragraph b) of section 3 (Commitments by Canada).
- f) Federal Requirements
- i. All Projects that meet a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirement:
 - a) For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, New Brunswick will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
 - ii. All Projects that meet an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 - a) Wastewater Projects must result in wastewater effluent that meets the *Wastewater Systems Effluent Regulations* or provincial regulations where there is a federal equivalency agreement in place, where applicable.
 - b) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
 - c) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the *Generally Accepted Principles for Calculating Municipal Solid Waste System Flow*.
 - d) Projects that reduce or remediate soil pollutants must be undertaken on properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

A.4 Community, Culture and Recreation Infrastructure

a) Objective

The community, culture and recreation infrastructure stream will build stronger communities and improve social inclusion.

b) Canada's Contribution

i. Fiscal Year Breakdown

Canada's total contribution funding for all Projects under the community, culture and recreation infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Community, Culture and Recreation Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Community, Culture and Recreation Infrastructure Fiscal Year Breakdown Table

	Canada (\$)
2018-19	4,623,003.80
2019-20	4,623,003.80
2020-21	4,623,003.80
2021-22	4,623,003.80
2022-23	4,623,003.80
2023-24	4,623,003.80
2024-25	4,623,003.80
2025-26	4,623,003.80
2026-27	4,623,003.80
2027-28	4,623,003.80
TOTAL	\$46,230,038

c) Eligible Project Outcomes

Projects eligible for community, culture and recreation infrastructure stream contribution funding under this Agreement must meet the outcome in the Community, Culture and Recreation Infrastructure Outcomes Table.

Community, Culture and Recreation Infrastructure Outcomes Table

Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations
--

d) Ineligible Projects

- i. When a project meets an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:
- a) has a private sector, for-profit Ultimate Recipient;
 - b) is a stand-alone daycare facility, for-profit daycare facility, daycare facility associated with a school board, or a daycare facility funded under Canada's Early Learning and Child Care initiative;
 - c) is a religious site that serves as a place of assembly for religious purposes, which includes among others, a site, church, mosque, synagogue, temple, chapel (e.g., within a convent or seminary), shrine or meeting house; or
 - d) is a professional or semi-professional sport facility that is primarily a commercial operation, such as those that serve major junior hockey leagues.

- ii. Within Community Infrastructure Projects that meet an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table, elements of the Project that include dedicated spaces for healthcare, education or tourism purposes; provincial or municipal services; or for-profit uses are ineligible for contribution funding under this Agreement, except for dedicated healthcare or education spaces that benefit Indigenous people by advancing the Truth and Reconciliation Commission's *Calls to Action*, as approved by Canada.
- e) Stacking and Cost-Sharing
- i. The maximum funding from all federal sources to a Project approved for community, culture and recreation infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent (50%) of Eligible Expenditures for New Brunswick,
 - b) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations, or
 - c) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients notwithstanding a) and b) in this section.
 - ii. The maximum funding to a Project under the community, culture and recreation infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
 - iii. If the federal Crown's total funding towards a Project under the community, culture and recreation infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from New Brunswick or reduce its contribution by an amount equal to the excess.
 - iv. Canada's contribution to all Projects under the community, culture and recreation infrastructure stream will not exceed the amount as set out in paragraph c) of section 3 (Commitments by Canada).
- f) Federal Requirements
- All Projects that meet an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table must meet the following requirements:
- i. Community, culture and recreation Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership.
 - ii. New Brunswick will prioritize assets that serve vulnerable populations.
 - iii. "Community Infrastructure" is defined as community hubs and community centres. These are publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.
 - iv. New Brunswick must confirm that the primary rationale for undertaking a sport infrastructure Project is not to serve as a home facility for professional or semi-professional sports teams.
 - v. Health and education facilities must benefit Indigenous people by advancing the Truth and Reconciliation Commission's *Calls to Action* as approved by Canada.

A.5 Rural and Northern Communities Infrastructure

a) Objective

The rural and northern communities infrastructure stream will support Projects that improve the quality of life in rural and northern communities by responding to rural- and northern-specific needs.

b) Canada's Contribution

i. Fiscal Year Breakdown

- a) Canada's total contribution funding for all Projects under the rural and northern communities infrastructure stream will be allocated in accordance with the estimated maximum amounts in the Rural and Northern Communities Infrastructure Fiscal Year Breakdown Table, as amended through administrative processes:

Rural and Northern Communities Infrastructure Fiscal Year Breakdown Table

	Canada (\$)
2018-19	11,463,363.60
2019-20	11,463,363.60
2020-21	11,463,363.60
2021-22	11,463,363.60
2022-23	11,463,363.60
2023-24	11,463,363.60
2024-25	11,463,363.60
2025-26	11,463,363.60
2026-27	11,463,363.60
2027-28	11,463,363.60
TOTAL	\$114,633,636

c) Eligible Project Outcomes

- i. Projects eligible for rural and northern communities infrastructure stream contribution funding under this Agreement :

- a) must meet at least one of the outcomes in the Rural and Northern Communities Infrastructure Outcomes Table; or

Rural and Northern Communities Infrastructure Outcomes Table

Improved food security
Improved and/or more reliable road, air and/or marine infrastructure
Improved broadband connectivity
More efficient and/or reliable energy
Improved education and/or health facilities (specific to the Truth and Reconciliation Commission's <i>Calls to Action</i>)

- b) may, subject to approval by Canada, meet at least one of the project outcomes in the Public Transit Outcomes Table, the Green Infrastructure Outcomes Table or the Community, Culture and Recreation Infrastructure Outcomes Table.

d) Ineligible Projects

When a project meets an outcome in the Rural and Northern Communities Infrastructure Outcomes Table, it is not eligible for contribution funding under this Agreement if it:

- i. is housing;
- ii. is an early learning and childcare facility;

- iii. is a health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission's Calls to Action, as approved by Canada.
 - iv. is a highway or trade corridor infrastructure, except for portions that connect communities that do not already have year round road access; or
 - v. is resource development infrastructure, notably industrial resource development access roads.
- e) Stacking and Cost-Sharing
- i. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:
 - a) Fifty percent (50%) of Eligible Expenditures for New Brunswick, municipalities and regional governments with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
 - b) Sixty percent (60%) of Eligible Expenditures for municipalities and regional governments with a population of less than five thousand (5,000);
 - c) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
 - d) Twenty-five percent (25%) of Eligible Expenditures for for-profit, private sector Ultimate Recipients, notwithstanding a) or b) in this section.
 - ii. The maximum funding to a Project under the rural and northern communities infrastructure stream from all federal sources will not exceed the limits set out in paragraph i) of this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
 - iii. If the federal Crown's total funding towards a Project under the rural and northern communities infrastructure stream exceeds the federal funding limits set out in paragraphs i) and ii) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from New Brunswick or reduce its contribution by an amount equal to the excess.
 - iv. Canada's contribution to all Projects under the rural and northern communities infrastructure stream will not exceed the amount as set out in paragraph d) of section 3 (Commitments by Canada).
- f) Federal Requirements
- i. All Projects that meet an outcome in the Rural and Northern communities Infrastructure Outcomes Table must meet the following requirements:
 - a) Projects will be restricted to those situated within, and that are for the direct benefit of, rural and northern communities with a population of fifty thousand (50,000) or less based on 2016 Statistics Canada Census data.
 - b) New Brunswick will respect the unique and wide-ranging infrastructure needs of rural and northern communities, including by considering projects that would advance reconciliation with Indigenous Peoples as per the Truth and Reconciliation Commission's *Calls to Action* and the United Nations' *Declaration on the Rights of Indigenous Peoples*, as well as capacity building needs of rural and northern communities.

SCHEDULE B – COMMUNICATIONS PROTOCOL

B.1 Purpose

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and the Projects funded through it.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

B.2 Guiding Principles

- a) Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) New Brunswick is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients

B.3 Governance

- a) The Parties will designate communications contacts that will be responsible for, overseeing this Protocol's implementation and reporting on its results to the Oversight Committee.

B.4 Joint Communications

- a) Canada, New Brunswick and the Ultimate Recipient will have Joint Communications about the funding of the Project(s).
- b) Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
- c) All Joint Communications material will be approved by Canada and New Brunswick prior to release, and will recognize the funding of all parties.
- d) Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the Ultimate Recipient to participate and choose their own designated representative (in the case of an event).
- f) New Brunswick or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada and New Brunswick have an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

B.5 Individual Communications

- a) Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and New Brunswick retain the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada will post a copy of this Agreement on its website, in addition to information on any of the projects funded through it.
- c) Canada, New Brunswick and the Ultimate Recipient may each include general Program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social media based, from linking to it.

- d) Canada, New Brunswick or the Ultimate Recipient may issue digital communications to communicate progress of the Project(s).
- e) Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. Canada will provide and publish guidelines for how this recognition is to appear.
- f) The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with project name and location.

B.6 Operational Communications

- a) The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of New Brunswick in a similar manner.

B.7 Media Relations

- a) Canada and New Brunswick will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

B.8 Signage

- a) Canada, New Brunswick or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient that will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to project type, scope, location or duration.
- f) Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
- g) New Brunswick agrees to inform Canada of sign installations through the Project progress reports referenced in section 14 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

B.9 Communicating With Ultimate Recipients

- a) New Brunswick agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

B.10 Advertising Campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and/or New Brunswick may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.