



## **SMALL COMMUNITIES FUND CONTRIBUTION AGREEMENT AMENDING AGREEMENT**

This Amending Agreement is made as of the date of last signature.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK,  
as represented by the Minister of Environment and Local Government, and,  
**REGIONAL DEVELOPMENT CORPORATION/SOCIÉTÉ DE DÉVELOPPEMENT  
RÉGIONAL ("New Brunswick")**

**AND:** THE CITY OF SAINT JOHN  
in the Province of New Brunswick ("Recipient")

**[New Brunswick and the Recipient are hereinafter referred to collectively as the 'Parties'];**

**WHEREAS NEW BRUNSWICK and the RECIPIENT** entered into a funding agreement, the *Small Communities Fund Contribution Agreement*, dated May 23, 2018 a copy of which is attached hereto as Appendix "A" (hereinafter referred to as the "*Original Agreement*").

**AND WHEREAS** New Brunswick and the Recipient wish to amend a term of the "*Original Agreement*";

**AND WHEREAS** the "*Original Agreement*" provides at Clause 15.6 that the Agreement may be amended from time to time on written agreement of the parties;

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES** that for and in consideration of the sum of One Dollar (\$1.00) in lawful money of Canada now paid by each of the Parties to these present to the other, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, and for other good and valuable consideration, the Parties hereto covenant and agree as follows:

1. New Brunswick and the Recipient mutually agree and consent to amend **Schedule A – Project Description**, page 12 of the "*Original Agreement*" by deleting the following wording:

**Project Description:**

Renew 110 m of 225mm T.C. sanitary sewer with 200mm sanitary sewer, renew 150 m of 200 mm cast iron watermain with 200 mm watermain, and install 100 m of new 300 mm storm sewer for sewer separation along Visart Street from Adelaide Street to Natalie Street. This project includes related road work necessary to complete the project.

and substituting the following wording:

**Project Description:**

Renew 110 m of 225mm T.C. sanitary sewer with 200mm sanitary sewer, renew 150 m of 200 mm cast iron watermain with 200 mm watermain, and install 100 m of new 300 mm storm sewer for sewer separation along Visart Street from Adelaide Street to Natalie Street. The project also includes to renew the watermain along Metcalf Street from Main Street to Lansdowne Avenue. This project includes related road work necessary to complete the project.

2. New Brunswick and the Recipient hereby covenant that they shall perform and observe the terms, the conditions, the covenants, provisos and stipulations in the *"Original Agreement"*, as amended, as fully as if such covenants, provisos and stipulations had been repeated in this Amending Agreement.

**THE PARTIES** enter into this Amending Agreement by signing below.

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

Original signed by:

**THE CITY OF SAINT JOHN**

Original signed by:

\_\_\_\_\_  
Hon. Jeff Carr  
Minister of Environment and  
Local Government

\_\_\_\_\_  
His Worship Donald Darling  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

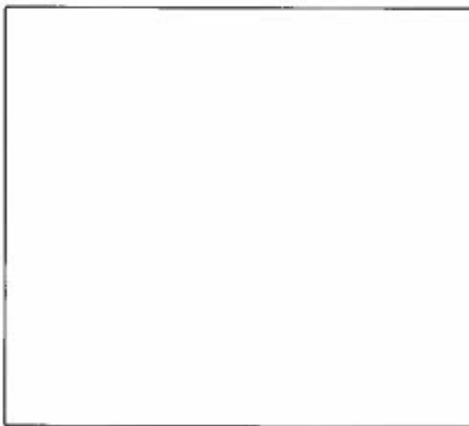
**REGIONAL DEVELOPMENT CORPORATION  
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Taylor  
Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Recipient Seal

240

Number

183099

Canada

New Brunswick  
Nouveau Brunswick

## SMALL COMMUNITIES FUND CONTRIBUTION AGREEMENT

This Agreement is made as of the date of last signature.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK,  
as represented by the Minister of Environment and Local Government, and,  
**REGIONAL DEVELOPMENT CORPORATION/SOCIÉTÉ DE DÉVELOPPEMENT  
RÉGIONAL ("New Brunswick")**

**AND:** THE CITY OF SAINT JOHN  
in the Province of New Brunswick ("Recipient")

**WHEREAS CANADA AND NEW BRUNSWICK** entered into a funding agreement, the *Canada – New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-15 to 2023-24*, effective December 3, 2014 as amended by *Amendment No. 1* dated August 18, 2016 (SCF Funding Agreement), to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

**AND WHEREAS** the New Building Canada Fund provides funds over ten (10) years towards the Small Communities Fund (SCF) for projects in smaller communities that address local priorities while contributing to national or regional objectives, and support economic growth, a clean environment and stronger communities;

**AND WHEREAS** Canada agrees to provide a maximum funding for a Project, from all federal sources, not exceeding one-third (1/3) of the total Eligible Expenditures for that Project, and New Brunswick agrees to provide funding for the Eligible Expenditures of a Project in an amount at least equal to Canada's funding of Eligible Expenditures for that Project;

**AND WHEREAS** New Brunswick agrees to enter into Agreements with Recipients for funding, namely the present *Small Communities Fund Contribution Agreement* (Agreement);

**AND WHEREAS** this Agreement is made pursuant to the *Canada - New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-15 to 2023-24* as amended by *Amendment No. 1* (SCF Funding Agreement) and therefore all relevant provisions of that SCF Funding Agreement shall apply;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the parties agree as follows:

## 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby New Brunswick will provide funding to the Recipient for the Project described in Schedule A.

## 2. ANNEXES AND SCHEDULES

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

Schedule A – Project Description

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Detailed Claim Form

Schedule D – Progress Report Form

Schedule E – Completion Documents

- E.1 Declaration of Substantial Completion

- E.2 Project Completion Form

Schedule F – Communications Guideline

## 3. INTERPRETATION

### 3.1 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.

**“Agreement”** means this *Small Communities Fund Contribution Agreement* and all schedules, as may be amended from time to time.

**“Agreement End Date”** means the date at which the final payment is made to the Recipient which will, in any case, be no later than June 30, 2023.

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

**“Canada”** means the Government of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Community”** means an entity of the Local Government pursuant to applicable provincial legislation. That is, having the status of a Local Government pursuant to provincial legislation in New Brunswick.

**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs incurred and paid that are eligible for reimbursement by New Brunswick, with funds from New Brunswick and Canada, as set out in Schedule B that have been approved as part of a Project approval.

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

**"Local Government" or "Local Governments"** means one or more municipality, rural community, regional municipality and any other public authority responsible for delivering local services in New Brunswick, if that authority has been given the said responsibility by statute.

**"Oversight Committee"** means the committee established under the SCF Funding Agreement consisting of representatives from Canada and New Brunswick.

**"Project" or "Projects"** means the project approved by New Brunswick under the SCF Funding Agreement as described in Schedule A.

**"Project Completion"** means when a Project can be used for the purpose for which it was intended as declared in the Declaration of Substantial Completion as set out in Schedule E.

**"Project Completion Date"** means the date as shown on the executed Declaration of Substantial Completion as set out in Schedule E.

**"SCF Funding Agreement"** means the *Canada – New Brunswick New Building Canada Fund Small Communities Fund Funding Agreement 2014-2015 to 2023-2024* as amended by *Amendment No. 1* which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

**"SCF Funding Agreement End Date"** means March 31, 2024.

### **3.2 ENTIRE AGREEMENT**

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

### **3.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.

## **4. OBLIGATIONS OF THE PARTIES**

### **4.1 COMMITMENTS BY NEW BRUNSWICK**

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in a total amount not to exceed two-thirds (2/3) of the Eligible Project Expenditures of the Project as set out in paragraph b) and in accordance with Schedule A.

- b) The maximum federal funding for a Project, from all federal sources, will not exceed one-third (1/3) of the total Eligible Expenditures for that Project. The maximum provincial funding for a Project, from all provincial sources, will not exceed one-third (1/3) of the total Eligible Expenditures for that Project.
- c) Subject to paragraph 4.2 c) the parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

#### **4.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient agrees to complete the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is not completed or is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the SCF Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.

#### **4.3 APPROPRIATIONS**

Notwithstanding New Brunswick'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 Legislature of New Brunswick or the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. New Brunswick and 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 of the federal or provincial Crown's main or supplementary estimates expenditures. New Brunswick and 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.

## **5. PROJECT IMPLEMENTATION**

- 5.1 The Recipient shall not change the project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.
- 5.2 For the duration of the Project, the Recipient will provide New Brunswick with progress report forms as set out in Schedule D, updated every June 15 and November 15.
- 5.3 The Recipient will be responsible for arranging the engineering design, calling of public tenders and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20.
- 5.4 The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of construction of the project.
- 5.5 The Recipient consents to the participation of New Brunswick or its representative at all public tender openings.
- 5.6 New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 7 (Environmental Assessment and Licensing) and 8 (Aboriginal Consultation).
- 5.7 Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

## **6. DISPOSAL OF ASSETS**

- 6.1 Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title to and ownership of an Asset for five (5) years after the Project Completion Date.
- 6.2 If at any time within five (5) years from the Project Completion Date of a Project, the 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 Local Government, or with New



Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project.

## **7. ENVIRONMENTAL ASSESSMENT AND LICENSING**

- 7.1 The Project may be subject to, among others, *New Brunswick Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.
- 7.2 The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.
- 7.3 If the Project requires registration under *New Brunswick Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no funds will be advanced to a recipient for expenditures related to construction work until a copy of the signed letter of determination and/or a copy of the decision statement has been received by New Brunswick.
- 7.4 The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

## **8. ABORIGINAL CONSULTATION**

- 8.1 Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.
- 8.2 Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the Project; and (iii) under common law, to engage in Aboriginal consultation and consider Aboriginal interests.

## **9. CLAIMS AND PAYMENT**

- 9.1 Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule C. Claims will include copies of invoices along with all supporting

documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.

- 9.2 When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 9.3 New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule E are completed and returned to New Brunswick by the Recipient.
- 9.4 No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 20 of the year following the Fiscal Year in which the Eligible Expenditure is incurred and in all circumstances, no later than March 31, 2023.

## **10. REPORTING**

- 10.1 Recipient will provide to New Brunswick at minimum on a semi-annual basis a Project progress report in a format acceptable to New Brunswick and in accordance with Schedule D (Progress Report Form); and will submit, in a format acceptable to New Brunswick, a final project report in accordance with Schedule E (Completion Documents).

## **11. AUDITS**

The Recipient agrees to allow New Brunswick reasonable and timely access to all its documentation, records and accounts and those of their respective agents or third parties related to the Project, and all other relevant information and documentation requested by New Brunswick, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

## **12. RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of the Project, for at least six (6) years after the SCF Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

## **13. INDEMNIFICATION**

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

persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, the SCF Funding Agreement, or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of this Agreement or the SCF Funding Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance of his or her duties.

#### **14. COMMUNICATIONS**

14.1 No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.

14.2 The parties shall comply with the communications guideline set out in Schedule F referred to as the Communications Guideline.

#### **15. GENERAL**

##### **15.1 SURVIVAL**

Any provision in this Agreement which imposes an obligation after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

##### **15.2 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the generally accepted accounting principles (GAAP) in effect in Canada.

##### **15.3 REPAYABLE CONTRIBUTIONS**

Any funding provided to a Recipient that is a private sector body intended to allow the business to generate profits or to increase the value of the business, will be repayable to New Brunswick.

##### **15.4 COUNTERPART SIGNATURE**

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

##### **15.5 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.

##### **15.6 AMENDMENTS**

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

## **15.7 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.

## **16. OTHER**

- 16.1 New Brunswick and the Recipient acknowledge that the financial contribution by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the parties agree that the terms of this Agreement applicable to or with respect to Canada, are for her sole benefit.
- 16.2 Nothing in this Agreement is to be construed as authorizing one party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any third party to contract for or to incur any obligation on behalf of either party or to act as an agent for either party.
- 16.3 If there is a conflict between this Agreement and the SCF Funding Agreement, the provisions of the SCF Funding Agreement will apply.
- 16.4 The Recipient will ensure that 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 or New Brunswick applies will derive direct benefit from the Project's funding, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- 16.5 This Agreement is subject to the provincial *Right to Information and Protection of Privacy Act* as well as the federal *Access to Information Act* and the *Privacy Act*.
- 16.6 In the event of a breach of any of the terms and conditions of this Agreement by the Recipient, no further contributions shall be made by New Brunswick and all previous payments shall be returned to New Brunswick within thirty (30) days of written notification to that effect.

## **17. NOTICE**

Any notice or communication authorized or permitted with respect to this Agreement shall be effectively given if:

- a) delivered by hand; or
- b) sent by letter; or
- c) sent by electronic mail; or
- d) sent by facsimile (FAX); or
- e) prepaid to the address or FAX number, as given in this Agreement.

Any notice or communication required or permitted by this Agreement to be made by the Recipient to New Brunswick shall be provided to:

Community Funding Branch  
Province of New Brunswick  
Department of Environment and Local Government  
P.O. Box 6000  
Fredericton, NB E3B 5H1  
Phone: 506-457-4947  
Fax: 506-444-2734  
Email: SCF-FPC@gnb.ca

Any notice or communication that is made by New Brunswick to the Recipient may be sent to the coordinates indicated in the Project application form or such other address or electronic mail the Recipient designates in writing to New Brunswick.

#### **18. COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project and any common law obligations to consult with, and where appropriate, will engage in Aboriginal consultation and consider Aboriginal interests.

#### **19. GOVERNING LAW**

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

**SIGNATURES**

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

Original signed by:

  
Hon. ~~Serge Rousselle, Q.C.~~ *Andrew Harvey*  
Minister of Environment and  
Local Government

2018-05-23  
Date

  
Witness


**THE CITY OF SAINT JOHN**

Original signed by:


  
His Worship Donald Darling  
Mayor

May 3 2018  
Date

**REGIONAL DEVELOPMENT CORPORATION  
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

  
Name: *Amy Wood-Seems*  
Title: *Vice-President*

16 May 2018  
Date

  
Jonathan Taylor  
Clerk

May 3 2018  
Date



**Recipient Seal**

## **SCHEDULE A – Project Description**

**Recipient:** The City of Saint John

**Project Number:** 6920-2079

**Project Title:** Visart Street - Watermain Renewal and Sewer Separation

### **Project Description:**

Renew 110 m of 225mm T.C. sanitary sewer with 200mm sanitary sewer, renew 150 m of 200 mm cast iron watermain with 200 mm watermain, and install 100 m of new 300 mm storm sewer for sewer separation along Visart Street from Adelaide Street to Natalie Street. This project includes related road work necessary to complete the project.

### **Eligible Project Expenditures:**

The Canada – New Brunswick New Building Canada Fund Small Communities Fund shall contribute a financial incentive of two-thirds (2/3) of the aforementioned eligible project expenditures of \$562,235 being an amount not exceeding \$374,822. Subject to this Agreement, the Recipient shall be responsible for contributing at least one-third (1/3) of the Eligible Expenditures of the project implemented under this Agreement.

Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contributions shall be made by the Canada – New Brunswick New Building Canada Fund Small Communities Fund with respect to any expenditure incurred other than the eligible project expenditures.

### **Financing of Project:**

Federal: \$187,411

Provincial: \$187,411

Recipient: \$187,413

**Total: \$562,235**

**Environment Impact Assessment (EIA)** is required (or additional information is needed to determine that it is not required): No

**Forecasted construction start dates (YYYY/MM/DD):** 2018/05/15

**Forecasted construction end dates (YYYY/MM/DD):** 2018/09/30

### **Project Category Outcomes/Benefits that will need to be quantified:**

- Improving the efficiency and service reliability of water treatment facilities and/or distribution systems, as demonstrated by outcomes such as: a reduction in water leakage or loss, use of treatment chemicals, energy use and/or number of boil water advisories; replacement of assets which have reached the end of serviceable life, etc.

**SCHEDULE B – Eligible and Ineligible Expenditures (as amended by *Amendment No. 1* dated August 18, 2016)**

**Eligible Expenditures**

For the purposes of this Agreement, Eligible Expenditures mean all direct and necessary expenditures incurred and paid by a Recipient towards the Project, associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP). This also specifically includes the following:

- a) Expenditures directly associated with joint federal communication activities and with federal project signage.
- b) The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
  - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - iii. The arrangement is approved in advance and in writing by New Brunswick.
- c) Costs of Aboriginal consultation, and where appropriate, accommodation.

**Ineligible Expenditures**

The following are deemed ineligible expenditures:

- a) expenditures incurred before the approval of the Project by Canada;
- b) expenditures incurred after the Project Completion Date with the exception of expenditures related to audit and evaluation requirements pursuant to the Agreement;
- c) the expenditures related to developing a business case or proposal for funding;
- d) the expenditures related to purchasing land, buildings and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings, equipment and other facilities except for equipment directly related to the construction of the Project;
- g) furnishings and non-fixed assets which are not essential for the operation of the Project;
- h) general repairs and maintenance of a Project and related structures, unless they are



part of a larger capital expansion project;

- i) services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- j) the expenditures related to any goods and services which are received through donations or in kind;
- k) any overhead expenditures, including salaries and other employment benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of Recipient, and more specifically expenditures related to planning, engineering, architecture, supervision, management and other activities normally carried out by staff except in accordance with subsections in the Eligible Expenditures above;
- l) taxes for which the Recipient is eligible for a tax rebate and all other expenditures eligible for rebates;
- m) for administration of this Agreement administration expenditures involving the salaries and benefits of existing staff and general administration expenditures unrelated to Agreement implementation; and,
- n) legal fees.

## Detailed Claim Form

List all expenditures and cheque numbers on this form. Include a copy of each invoice and proof of payment such as a cancelled cheque (both sides) with your claim. Be thorough. Failure to record and support each expenditure claimed or failure to complete the form can cause delays in receiving your payment. Submit claims electronically to SCF-FPC@gnb.ca or by mail.

**Project Number:** 6920-2079 - Visart Street - Watermain **Construction Start Date:** \_\_\_\_\_  
**Renewal and Sewer Separation**

**Construction End Date:** \_\_\_\_\_

**% Project Completed:** \_\_\_\_\_

Description	Name of Supplier	Cheque No.	Invoice Amount	For office use only
		<b>Total Expenditures</b>		

The undersigned hereby certifies that the invoice above has been paid and the work completed.

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**For office use only**

**Total Eligible:** \_\_\_\_\_

**Contribution:** \_\_\_\_\_

**Officer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Eng. Review:** \_\_\_\_\_

### SCHEDULE D – Progress Report Form

A progress report will be provided to New Brunswick at a minimum on a semi-annual basis, by **June 15** and by **November 15**. Changes must be highlighted. Changes in the progress report are not an acceptance by the Minister of a change of scope or change of funding from that as set out in the Agreement. An amendment to the Agreement may be required. Submit progress reports electronically to SCF-FPC@gnb.ca.

<b>Small Communities Fund Progress Report</b>	
Project Number	6920-2079
Recipient	The City of Saint John
Project Title	Visart Street - Watermain Renewal and Sewer Separation
Project Description	Renew 110 m of 225mm T.C. sanitary sewer with 200mm sanitary sewer, renew 150 m of 200 mm cast iron watermain with 200 mm watermain, and install 100 m of new 300 mm storm sewer for sewer separation along Visart Street from Adelaide Street to Natalie Street. This project includes related road work necessary to complete the project.
Federal Contribution (Eligible Expenditures)	\$187,411
Provincial Contribution (Eligible Expenditures)	\$187,411
Recipient Contribution (Eligible Expenditures)	\$187,413
Other Contribution (Eligible Expenditures - must include details on any other sources of federal funding)	\$0
Federal Signage Installed (Y/N) If Yes, at What Date?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Forecasted Construction Start Date (YYYY/MM/DD)	2018/05/15
Forecasted Construction End Date (YYYY/MM/DD)	2018/09/30
Actual Construction Start Date (if known) (YYYY/MM/DD)	
Actual Construction End Date (if known) (YYYY/MM/DD)	
Environment Impact Assessment (EIA) is required (or additional information is needed to determine that it is not required)	No

Project Status (Approved, Contract Signed, In Construction, Completed)	
Project Complete? (Y/N)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Percentage of Project Complete	
Additional Information	
<b>Forecasted Amounts to be Claimed</b>	
<b>Timeframe</b>	<b>Amount to be Claimed</b>
February 16, 2018 – February 15, 2019	
February 16, 2019 – February 15, 2020	
February 16, 2020 – February 15, 2021	
February 16, 2021 – February 15, 2022	
February 16, 2022 – February 15, 2023	

## SCHEDULE E – Completion Documents

### DECLARATION OF SUBSTANTIAL COMPLETION (E.1)

In the matter of the Agreement entered into between Her Majesty the Queen in Right of the Province of New Brunswick, represented by the Minister of Environment and Local Government and REGIONAL DEVELOPMENT CORPORATION/SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL, and The City of Saint John, represented by the Mayor and Administrator/Clerk.

I, \_\_\_\_\_, a Licensed Engineer or Architect in the Province of New Brunswick, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, company), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project No. 6920-2079 in the above-mentioned Agreement has been substantially completed as described in Schedule A; and
3. That the work:
  - a. was carried out by \_\_\_\_\_ (the prime contractor(s)), between the dates \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (city), in the Province

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature



**Canada-New Brunswick New Building Canada Fund – Small Communities Fund /  
Nouveau Fonds Chantiers Canada – Fonds des Petites Collectivités Canada-Nouveau-Brunswick  
PROJECT COMPLETION FORM / FORMULAIRE D'ACHÈVEMENT DU PROJET (E.2)**

Recipient / Bénéficiaire : <b>The City of Saint John</b>	Project Number / Numéro du projet : <b>6920-2079</b>
Project Title / Titre du projet : <b>Visart Street - Watermain Renewal and Sewer Separation</b>	
Contact / Personne-ressource :	Tel. / Tél. :
<u>Project Description / Description du projet :</u> Renew 110 m of 225mm T.C. sanitary sewer with 200mm sanitary sewer, renew 150 m of 200 mm cast iron watermain with 200 mm watermain, and install 100 m of new 300 mm storm sewer for sewer separation along Visart Street from Adelaide Street to Natalie Street. This project includes related road work necessary to complete the project.	
<b>I hereby certify the following / J'atteste par la présente ce qui suit :</b>	
Has the final claim been submitted to New Brunswick/ Est-ce que la demande finale de paiement a été soumise auprès du Nouveau-Brunswick? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON	
Has the project been completed? / Est-ce que le projet a été achevé? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON	
Have the holdbacks been released? / Est-ce que les retenues ont été débloquées? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON If no, when are they due / Si non, quand sont-elles dues?	
Were necessary environmental mitigation measures adhered to?/ Est-ce que les mesures d'atténuation environnementale nécessaire ont été appliquées? <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON	
Were the following project benefits achieved? / Est-ce que les avantages du projet suivant ont été concrétisés?	
<ul style="list-style-type: none"> <li>• Separation of storm and sanitary thus reducing combined sewer overflows.</li> <li>• Decrease in energy relating to pumping and treating storm water.</li> <li>• New asset replaces aged asset that has reached the end of its life.</li> <li>• More system capacity available for future growth and development.</li> <li>• Less wear and tear on equipment.</li> </ul> <input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON	

<p><b>Did you provide quantified results regarding the following Project Category Outcomes/Benefits? /</b>  <b>Avez-vous fourni des résultats quantifiés pour les Résultats et avantages du projet suivants?</b></p>	
<ul style="list-style-type: none"> <li>Improving the efficiency and service reliability of water treatment facilities and/or distribution systems, as demonstrated by outcomes such as: a reduction in water leakage or loss, use of treatment chemicals, energy use and/or number of boil water advisories; replacement of assets which have reached the end of serviceable life, etc.</li> </ul>	<input type="checkbox"/> YES / OUI <input type="checkbox"/> NO / NON
<p><b>Final Project Cost / Coût final du Projet :</b></p>	
<p><b>Federal Share / Part fédérale :</b></p>	
<p><b>Provincial Share / Part provinciale :</b></p>	
<p><b>Recipient Share / Part du Bénéficiaire :</b></p>	
<p><b>Federal funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement</b></p> <p style="text-align: right;"><input type="checkbox"/> YES / OUI    <input type="checkbox"/> NO / NON</p> <p><b>Le financement fédéral a servi à financer des dépenses admissibles, conformément aux modalités de l'Entente.</b></p>	
<p>The undersigned hereby certifies that the information above is accurate, and he /she agrees that the project file will be closed and all unclaimed funds will be decommissioned.</p>	<p>Le/La soussigné(e) atteste par la présente que l'information fourni ci-dessus est juste, et qu'il/elle est d'accord que le dossier du projet sera fermé et que tout fonds non-réclamé seront mis hors service.</p>
<p>_____  <b>Recipient Signature / Signature du Bénéficiaire</b></p>	<p>_____  <b>Date (YA / M / DJ)</b></p>

## **SCHEDULE F – Communications Guideline**

### **PURPOSE**

This Communications Guideline outlines the roles and responsibilities of each of the parties to this Agreement, as well as those of Canada, with respect to communications activities related to the Project.

This Communications Guideline shall guide all communications activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Guideline shall apply to all communications activities related to any Projects funded through the SCF, or allocations; and by consequence the Project funded under this Agreement. Such communications activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **1. GUIDING PRINCIPLES**

The parties recognize the importance of managing the delivery of coherent communications activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Communications Guideline should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The communications activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all parties to the Project.

### **2. GOVERNANCE**

The Oversight Committee shall be responsible for monitoring the implementation of this Communications Guideline.

New Brunswick is responsible for communicating the requirements and responsibilities outlined in this Communications Guideline to the Recipient and for ensuring their compliance.

New Brunswick shall communicate to the Recipient any deficiencies and/or corrective



actions identified by Canada or by the Oversight Committee.

### **3. DISPUTES, MONITORING AND COMPLIANCE**

The Oversight Committee will monitor the parties' compliance with this Schedule, and may, at its discretion, advise the parties of issues and required adjustments.

### **4. PROGRAM COMMUNICATIONS**

Notwithstanding Section 6 of this Communications Guideline, Canada retains the right to meet its obligations to communicate information to Canadians about the SCF and the use of funds through its own communications products and activities.

Canada, New Brunswick and the Recipient may include general program messaging and Project examples in their own communications products and activities. The party undertaking these activities will provide each party with an opportunity to participate and shall recognize the funding of the parties.

Canada, New Brunswick and the Recipient will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the Project funded through the SCF and if web-based, from linking to it.

### **5. OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy; however, operational communications as described above are subject to the provincial official language policy.

The Recipient shall share information promptly with New Brunswick should significant media inquiries be received or emerging media or stakeholder issues arise relating to the Project.

### **6. MEDIA EVENTS AND ANNOUNCEMENT FOR PROJECTS**

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases. Canada, New Brunswick and the Recipient will have regular media events about the funding and status of the Projects. Key milestones may be marked by public events, news releases and/or other mechanisms.

Each of the parties or Canada may request a media event. Media events related to the Project shall not occur without the prior knowledge and agreement of all the parties. The requestor of a media event shall provide at least fifteen (15) business

days' notice to the other parties of their intention to undertake such an event. The event shall take place at a mutually agreed date and location.

The party undertaking these activities shall provide the opportunity for the other parties to participate through a designated representative and shall recognize the funding of all parties. Each party shall choose their own designated representative. The conduct of all joint media events and products shall follow the *Table of Precedence for Canada* as outlined at [www.pch.gc.ca/eng/1359384273319/1359384663213](http://www.pch.gc.ca/eng/1359384273319/1359384663213).

All joint communications material related to media events shall be approved by Canada and recognize the funding of all funding partners (Canada, New Brunswick, Recipient and others, as appropriate).

All joint communications material shall reflect Canada's policy on official languages and the federal identity program.

## **7. SIGNAGE**

Canada, New Brunswick and the Recipient may each have a sign recognizing their funding contribution to the Project.

Unless otherwise agreed by Canada and New Brunswick, New Brunswick shall produce and the Recipient shall install a federal sign to recognize federal funding at each Project site in accordance with current federal signage guidelines. Additionally, New Brunswick shall produce and the Recipient shall install a provincial sign to recognize provincial funding at each Project site in accordance with current provincial signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada to New Brunswick.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it shall recognize the federal and provincial contributions and be approved in writing by both Canada and New Brunswick.

The Recipient agrees to inform in writing New Brunswick of program sign installations. Program signage shall be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.

Federal signage shall be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

## **8. COMMUNICATIONS COSTS**

The eligibility of expenditures related to communication activities will be subject to Schedule B.

## **9. COMMUNICATING SUCCESS STORIES**

New Brunswick agrees to facilitate, as required, communications between Canada and the Recipient for the purposes of collaborating on communications activities and products including but not limited to Project success stories, vignettes, and multi-media products.

## **10. ADVERTISING CAMPAIGNS**

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