



September 12, 2024

His Worship Allan MacEachern
Mayor of the Municipal District of St. Stephen

Your Worship:

**Subject: Agreement on the Canada Community-Building Fund with Local Governments
(2024-2033) - Municipal District Of St. Stephen**

I am pleased to confirm that under the Administrative Agreement on the Canada Community-Building Fund, the Municipal District of St. Stephen will be eligible to receive financial support for qualifying infrastructure projects. The funds allocated to your local government are subject to the terms and conditions outlined in the attached agreement, annexes and schedules.

I also encourage you to submit your 2024-2028 Capital Investment Plan (CIP) to the Department at your earliest convenience. The reference no. assigned to your CIP is 6938.097.0000.

Please be advised the Agreement stipulates no public announcement shall be made by the municipality without the prior consent of the Department of Environment and Local Government. Moreover, public announcements will be made in conjunction with representatives of both the federal and provincial governments.

Please confirm your acceptance of the conditions by signing the enclosed agreement accompanied by your corporate seal and returning it to our department as soon as possible to the following address:

Community Funding Branch
Department of Environment and Local Government
20 McGloin Street
Fredericton, New Brunswick
E3A 5T8

Please feel free to contact the Community Funding Branch at (506) 457-4947 or by email at CCBF-FDCC@gnb.ca if you have any questions or concerns.

www.gnb.ca

In closing, I wish you success with your CCBF projects during the lifespan of this agreement.



Hon. Glen Savoie
Minister of Local Government

Enclosure: Agreement on the Canada Community-Building Fund with Local Governments
(2024-2033)

C. Ms. Cynde Faulkner, Assistant Deputy Minister
Mr. Alex Berry, Director

**AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND
WITH LOCAL GOVERNMENTS (2024-2033)**

BETWEEN: THE GOVERNMENT OF NEW BRUNSWICK, as represented by the Minister of Local Government (“**New Brunswick**”),

AND MUNICIPAL DISTRICT OF ST. STEPHEN, in the Province of New Brunswick (the “**Local Government**”).

(individually a “Party”, and collectively the “Parties”)

WHEREAS HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing, Infrastructure and Communities (“**Canada**”) and New Brunswick entered into an administrative agreement respecting the roles and responsibilities of Canada and New Brunswick for the administration of the Canada Community-Building Fund (“**CCBF**”) under the Administrative Agreement on the Canada Community-Building Fund effective April 1st, 2024 (the “**Administrative Agreement**”).

AND WHEREAS New Brunswick agrees to administer the Administrative Agreement on behalf of Canada and allocate to the Local Government a portion of any CCBF funding that may be transferred by Canada under the Administrative Agreement for the purposes described in the Administrative Agreement.

AND WHEREAS the Parties agree that any CCBF funding allocated to the Local Government is to help the community build and revitalize their public Infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities.

NOW THEREFORE, the Parties hereby agree as follows:

1. PURPOSE

This Agreement sets out the roles and responsibilities of New Brunswick and the Local Government for the administration of the CCBF.

2. DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized words used throughout this Agreement are defined in Annex A (Definitions).

3. ANNEXES AND SCHEDULES

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

- Annex A: Definitions
- Annex B: Terms and Conditions
- Schedule A: Ultimate Recipient Requirements
- Schedule B: Eligible Project Categories
- Schedule C: Eligible and Ineligible Expenditures

Schedule D: Program Reporting
Schedule E: Communications Protocol
Schedule F: Asset Management
Schedule G: Housing Report

4. ADDITIONAL OR UNSPENT FUNDS

4.1 Any CCBF funding that may be transferred by New Brunswick to the Local Government, once transferred, will be administered by the Local Government in accordance with this Agreement, including with the Terms and Conditions set out in Annex B.

4.2 Any Unspent Funds, and any interest earned thereon, will be subject to the Terms and Conditions (Annex B) of this Agreement and will no longer be governed by the terms and conditions of any Previous Agreements.

5. DISPUTE RESOLUTION

5.1 New Brunswick and the Local Government will work together to resolve any issues which may arise in relation to this Agreement.

5.2 If, after a reasonable effort has been made, an issue cannot be resolved between the Parties, it is understood that the final decision with respect to such issue will rest solely with New Brunswick, in its sole discretion. Where applicable, New Brunswick shall so advise the Local Government of the final decision in writing.

5.3 In the event of a dispute, New Brunswick may, in its sole and absolute discretion, delay or withhold fund transfers to the Local Government in circumstances where New Brunswick believes that the Local Government is not acting in good faith to resolve a dispute.

5.4 It is understood that failure by the Local Government to meet any of the Local Government's requirements outlined in this Agreement may result in New Brunswick delaying or withholding funding, pending confirmation satisfactory to New Brunswick of the Local Government's compliance with the applicable provision of this Agreement.

6. RECORDS

The Local Government will ensure proper, accurate and relevant financial accounts and other records are kept that are related to this Agreement and the use of CCBF funding, including but not limited to contracts, invoices, statements, receipts and vouchers. Said accounts and records shall be stored for at least six (6) years following the expiration or earlier termination of this Agreement. New Brunswick shall be provided with reasonable and timely access to said documentation for the purposes of audit and ensuring compliance with this Agreement and the Administrative Agreement.

7. DURATION, TERMINATION, REVIEW AND AMENDMENT

7.1 This Agreement will come into effect as of April 1, 2024, and will be in effect until March 31, 2034, unless New Brunswick agrees in writing to renew it, which shall be contingent on Canada and New Brunswick renewing the Administrative Agreement.

7.2 This Agreement may be amended at any time in writing as agreed to by New Brunswick and the Local Government. Notwithstanding the foregoing, where there is an amendment to the Administrative Agreement, this Funding Agreement shall be amended accordingly, where necessary.

7.3 This Agreement may be terminated at any time and for any reason by either New Brunswick or the Local Government with two (2) years written notice. In the event this Agreement is so terminated, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by New Brunswick or the Local Government, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Agreement until such time as may be determined by New Brunswick.

7.4 If the Administrative Agreement is terminated prior to the expiration of this Agreement, this Agreement shall be effectively terminated as of the same date. New Brunswick shall provide the Local Government with notice of same.

7.5 If the Local Government fails to comply with any term or condition of this Agreement, New Brunswick may inform the Local Government by notice in writing that New Brunswick's obligation to transfer funds to the Local Government is hereby withheld or demand the return of any payment or part thereof. Any payment or part thereof demanded by New Brunswick and not returned by the Local Government within the timeframe required by New Brunswick shall be a debt due to New Brunswick.

7.6 The Local Government will indemnify and save harmless each of Canada and New Brunswick and each of their respective ministers, servants, officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury or death to a person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from:

- a. the Administrative Agreement or this Agreement;
- b. the performance of this Agreement or the breach of any term or condition of it by the Local Government, its officers, servants, employees and agents, or by a Third Party, and any of its officers, employees, servants or agents;
- c. the ongoing operation, maintenance and repair of the municipal Infrastructure resulting from the project(s); and
- d. any omission or other wilful or negligent act of the Local Government, a Third Party, their respective employees, officers, servants or agents.

7.7 The Parties' rights and obligations respecting access to records and liability for projects will survive the expiry or earlier termination of this Agreement.

8. CORRESPONDENCE

Any notice or communication required or permitted by this Agreement shall be delivered in person, sent by electronic mail or sent by mail addressed to:

For New Brunswick:

Community Funding Branch
Department of Environment and Local Government
20 McGloin Street
Fredericton, New Brunswick
E3A 5T8
Email: CCBF-FDCC@gnb.ca

For the Local Government:

To the Chief Administrative Officer's (CAO) attention.
22 Budd Ave
St. Stephen, New Brunswick
E3L 1E9

Email: jeff.renaud@chocolatetown.ca

or such other address or addressed to such other person as New Brunswick or the Local Government may, from time to time, designate in writing to the other Party.

9. GENERAL

9.1 New Brunswick and the Local Government acknowledge that the financial contribution by Canada under the Administrative 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 Canada's sole benefit.

9.2 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 Local Government or any Third Party to contract for or to incur any obligation on behalf of New Brunswick or to act as an agent for New Brunswick.

9.3 This Agreement is subject to the *Right to Information and Protection of Privacy Act*.

9.4 If there is a conflict between this Agreement and the Administrative Agreement, the provisions of the Administrative Agreement will apply. Notwithstanding any other provision of this Agreement, the Parties agree and acknowledge that in the event there are amendments to the Administrative Agreement all corresponding amendments shall be made to this Agreement and continued CCBF funding shall be contingent on same.

9.5 Either Party (the “Waiving Party”) may, at its option, waive in whole or in part any failure by the other Party (the “Obligated Party”) to perform any of the obligations under this Agreement. A waiver applies only to the specific matter it addresses, extends only to the Waiving Party and will not prejudice the right of the Waiving Party to complete the transaction of purchase and sale contemplated in this Agreement or to require the subsequent performance by the Obligated Party of any obligation under this Agreement.

9.6 Neither Party may assign this Agreement or any part of it without the written consent of the other Party.

9.7 If any term of this Agreement (the “Invalidated Term”) is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the Invalidated Term will not affect the remainder of this Agreement. The Invalidated Term will be treated as being modified to the extent necessary to make it enforceable while preserving as much as possible the intent of the Parties expressed in this Agreement.

9.8 Compliance with provisions of this Agreement that establish deadlines is vital to this Agreement and mandatory.

9.9 This Agreement will be governed by the laws of New Brunswick and Canada. In any legal proceeding, this Agreement will be treated as having been performed in New Brunswick. Each Party submits to the exclusive jurisdiction of the courts of New Brunswick.

9.10 This Agreement is in English by agreement of the Parties. Les Parties s'accordent et consentent que cette entente est en anglais seulement.

9.11 The Parties will promptly take any further steps and execute any other documents as may be reasonably requested or necessary to give full effect to this Agreement.

9.12 This Agreement is for the benefit of and binds the Parties and their successors and permitted assignees.

9.13 This Agreement may be executed electronically and in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed

signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

9.14 An information website by New Brunswick provides reference information regarding the CCBF, including information such as the Administrative Agreement, the Capital Investment Plan template, and reporting templates:

http://www2.gnb.ca/content/gnb/en/departments/elg/local_government/content/financial_support/content/gas_tax_fund.html

The Parties enter into this agreement by signing below.

GOVERNMENT OF NEW BRUNSWICK



Witness: Mélanie Landry



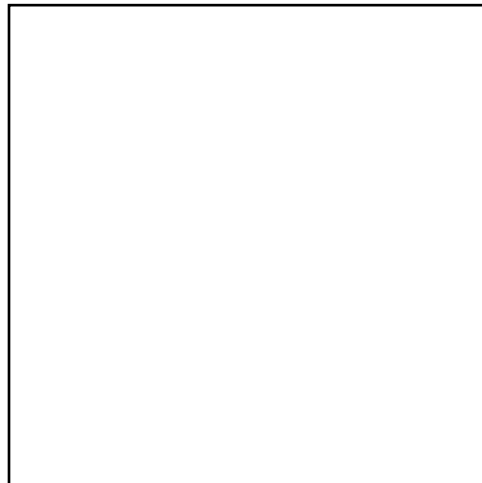
The Honourable Glen Savoie
Minister of Local Government
Date: 12/09/2024

LOCAL GOVERNMENT

Allan MacEachern
Mayor
Date: _____

Name:
Administrator / Clerk
Date: _____

[affix Local Government seal]



ANNEX A DEFINITIONS

“Administrative Agreement” means the Administrative Agreement on the Canada Community-Building Fund entered into between Canada and New Brunswick, setting out the roles and responsibilities of Canada and New Brunswick for the administration of the CCBF.

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Local Government.

“Agreement” means this agreement between New Brunswick and the Local Government setting out the roles and responsibilities of New Brunswick and the Local Government for the administration of the CCBF, including the Annexes and Schedules attached hereto.

“Annual Expenditure Report” means the duly completed annual report on expenditure to be prepared and delivered by the Local Government to New Brunswick, as described in Section 1.1 of Schedule D (Program Reporting).

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of Infrastructure assets in order to maximize benefits and effectively manage risk.

“Asset Management Plan” means a strategic framework that supports the sustainable delivery of established services through the management of capital assets including municipal Infrastructure.

“Canada” means the Government of Canada, as represented by the President of the King’s Privy Council for Canada, Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” (CCBF) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

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

“Capital Investment Plan” (CIP) means a plan approved by Local Government Council and submitted by the Local Government to New Brunswick which includes a description of Eligible Projects for which the Local Government intends to use its CCBF funding, the project category, the estimated sources of funding and amounts, the outputs and outcomes the Local Government expects to achieve as a result of the Eligible Project and if the Eligible Project enables housing.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Housing Needs Assessment” (HNA) means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Housing Report” means the duly completed housing report to be prepared and delivered by the Local Government to New Brunswick annually by May 31 as described in Schedule G (Housing Report).

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned Tangible Capital Assets in New Brunswick primarily for public use or benefit.

“Previous Agreements” means any agreements between Canada and New Brunswick or between New Brunswick and the Local Government for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Tangible Capital Assets” means a non-financial asset having physical substance that:

- i. are held for use in the production or supply of goods and services for administrative purposes or for the development and construction of other tangible capital assets;
- ii. have useful economic lives extending beyond one year;
- iii. are to be used on a continuing basis; and,
- iv. are not for sale in the ordinary course of operations,

“Third Party” means any person or legal entity, other than Canada, New Brunswick or the Local Government, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a local government or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that (a) the local government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s), or for Eligible Projects in unincorporated areas, an approval of the Minister of Local Government.
- (iii) New Brunswick entities in the form of departments, corporations and agencies where they provide core municipal services.

For clarity, the Local Government is an Ultimate Recipient pursuant to this Agreement and the Administrative Agreement.

“Unspent Funds” means funds (as defined by Previous Agreements) that have not been allocated towards an Eligible Project (as defined under the Previous Agreements) in accordance with Previous Agreements prior to the effective date of this Agreement.

**ANNEX B
TERMS AND CONDITIONS**

1. ALLOCATION FORMULA

- 1.1 Any Unspent Funds held by New Brunswick and any CCBF funding that may be received by New Brunswick from Canada, as well as any interest earned thereon, will be allocated annually as outlined below.
- 1.2 Unspent Funds that were allocated by New Brunswick to the Local Government but not expended by New Brunswick or the Local Government, including Unspent Funds that have been withheld from the Local Government by New Brunswick, will remain allocated to the Local Government.
- 1.3 Before determining any allocation to the Incorporated Areas and the Unincorporated Areas, New Brunswick may apply up to a maximum of 1.35 per cent of regular annual CCBF funding it may receive from Canada for administrative expenses.
- 1.4 New Brunswick will allocate ninety-six per cent (96%) of the remainder of any CCBF funding that may be transferred to it from Canada annually to the Incorporated Areas Allocation.
- 1.5 New Brunswick will allocate to eligible Ultimate Recipients in Incorporated Areas, a portion of the Incorporated Areas Allocation. This portion will be determined based on the below formula, subject to the provisions below:
 - (a) A per capita calculation of population within pre-reform local government boundaries totaling 80% of the remainder of any CCBF funding that may be transferred to New Brunswick from Canada annually.
 - (b) A per capita calculation of population within pre-reform Unincorporated Areas that have been amalgamated with local governments as of January 1, 2023, totaling 16% of the remainder of any CCBF funding that may be transferred to New Brunswick from Canada annually.
- 1.6 The portions referred to in section 1.5 above, will be determined by New Brunswick.

2. DELIVERY MECHANISM – INCORPORATED AREAS ALLOCATION

- 2.1 Notwithstanding any other provision of this Funding Agreement, payments to the Local Government shall be contingent upon New Brunswick receiving the CCBF funds from Canada, and further subject to the Local Government’s compliance with the terms and conditions of this Funding Agreement.
- 2.2 New Brunswick will allocate directly to the Local Government a portion of the Incorporated Areas Allocation based on the Allocation Formula described above.
- 2.3 The Local Government must develop and provide to New Brunswick a five-year Capital Investment Plan.

- 2.4 The Local Government will decide which Eligible Projects will receive CCBF funding in accordance with any allocation, and in accordance with the Local Government's Capital Investment Plans for Incorporated Areas.
- 2.5 The Local Government shall use the CCBF funding only for Eligible Projects and solely in respect of Eligible Expenditures, as defined in this Agreement.

3. USE AND RECORDING OF FUNDS

- 3.1 Any CCBF funding that may be transferred to the Local Government, Unspent Funds, and any interest earned thereon, shall be used by the Local Government in accordance with this Agreement and specifically Schedule A (Ultimate Recipient Requirements).
- 3.2 Upon receipt of any CCBF funding from New Brunswick, the Local Government will record into a separate and distinct account any CCBF funding received, and any interest earned thereon.
- 3.3 Any CCBF funding that may be transferred by New Brunswick to the Local Government will be treated as federal funds with respect to other federal infrastructure programs.

4. ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the CCBF include the following: highways; local roads and bridges; short-sea shipping; short-line rail; regional or local airports; broadband connectivity; public transit; drinking water; wastewater; solid waste; community energy systems; brownfield redevelopment; sports, cultural, recreational, or tourism infrastructure; resilience; fire halls; and capacity building among local governments. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories.

5. ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with the following: the acquiring, planning, designing, constructing, or renovating of a Tangible Capital Asset, or completing work to ensure that the asset is able to reach the end of its intended life; the strengthening of the ability of local governments to improve local and regional planning and Asset Management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures.

6. CAPITAL INVESTMENT PLAN

- 6.1 The Local Government agrees to submit two Capital Investment Plans (CIP) in a format, as determined by New Brunswick, which includes the information consistent with the requirements of the Administrative Agreement, and to work in collaboration with New Brunswick for the first CIP, for the period 2024-2028, to be approved by December 31, 2027 and the second CIP, for the period 2029-2033, to be approved by December 31, 2032.

- 6.2** The Local Government will submit CIPs approved by the Local Government Council with projects totaling all of its estimated allocation. The CIPs will be reviewed by New Brunswick for project eligibility. Once approved by New Brunswick, the Local Government will be advised, in writing, of the approval of the CIPs
- 6.3** The CIPs may be modified, with the approval of New Brunswick, if the Local Government's priorities change. Projects that have not been started can be modified or removed, and new projects can be added, provided that the Local Government has indicated its support through a formal resolution of its council. Changes in expenditures do not require council resolution if the total CIP contribution is rebalanced with other approved projects.
- 6.4** The Local Government shall not alter the scope of a CIP without the prior written consent of New Brunswick.
- 6.5** The Local Government shall inform New Brunswick promptly in writing of any reduction in approved CIP costs or of any additional financial assistance, including federal, provincial, municipal or third party assistance, with respect to an approved CIP, and New Brunswick shall have the right to adjust the amount of the funds applicable to that CIP to take into account the amount of any such additional assistance that is to be received.

7. REPORTING

The Local Government will meet any applicable reporting requirements set out in Schedule D (Program Reporting) and Schedule G (Housing Report), as applicable.

8. COMMUNICATIONS

This Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs, unless otherwise approved by Canada.

9. ASSET MANAGEMENT

Asset Management will be undertaken in accordance with the approach set out in Schedule F (Asset Management) and New Brunswick will provide the Local Government with guidance on the requirements for this Agreement when available.

SCHEDULE A – Ultimate Recipient Requirements

The Local Government, being an Ultimate Recipient, is required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient or Local Government requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).
3. Continue to develop Asset Management Plans for the assets under their control and make use of these plans to inform community Infrastructure decision-making.
4. Invest, in a distinct account, CCBF funding it receives from New Brunswick in advance of it paying Eligible Expenditures.
5. With respect to Contracts, 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, such as the *Procurement Act*.
6. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
7. Allow Canada and New Brunswick reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
8. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada and New Brunswick. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Agreement.
9. Ensure their actions do not 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 the Local Government, or between Canada and a Third Party, or between New Brunswick and the Local Government, or between New Brunswick and a Third Party.
10. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of either Canada or New Brunswick.

11. 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 applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
12. Ensure that they will not, at any time, hold the Government of Canada or the Government of New Brunswick, their officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada and the Government of New Brunswick, their officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.
13. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal Infrastructure programs.
14. Complete, publish on its website and send the link to New Brunswick by March 31, 2025, for all communities with a 2021 Census population of 30,000 or more, a Housing Needs Assessment prepared in accordance with guidance provided by Canada. If the Local Government has completed their Housing Needs Assessments after April 1, 2019, they may submit their existing Housing Needs Assessment if it complies with the requirements for Housing Needs Assessments provided by Canada.
15. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement, will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – roads, bridges and active transportation Infrastructure.
2. Highways – highway Infrastructure.
3. Short-sea shipping – Infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
4. Short-line rail – railway related infrastructure for carriage of passengers or freight.
5. Regional and local airports – airport-related Infrastructure (excludes the National Airport System).
6. Broadband connectivity – Infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
7. Public transit – Infrastructure which supports a shared passenger transport system which is available for public use.
8. Drinking water – Infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
9. Wastewater – Infrastructure that supports wastewater and storm water collection, treatment and management systems.
10. Solid waste – Infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
11. Community energy systems – Infrastructure that generates or increases the efficient usage of energy.
12. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public Infrastructure as identified in the context of any other category under the CCBF, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport Infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior

hockey teams).

14. Recreational Infrastructure – recreational facilities or networks.
15. Cultural Infrastructure – Infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – Infrastructure that attract travelers for recreation, leisure, business or other purposes.
17. Resilience – built and natural Infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, Housing Needs Assessments, and/or Asset Management Plans, related to strengthening the ability of recipients to develop long-term planning practices.
19. Fire Halls – fire halls and fire station Infrastructure.

Investments in health Infrastructure (hospitals, convalescent and senior centres) are not an Eligible Product Categories.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of the Local Government are limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a Tangible Capital Asset and any related debt financing charges specifically identified with that asset;
- b) the expenditures associated with completing maintenance on Tangible Capital Assets so as to ensure that these assets achieve the full length of the planned asset life;
- c) for capacity building category only, the expenditures related to strengthening the ability of local governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, Housing Needs Assessments, and/or Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to Asset Management, which may include software acquisition and implementation;
 - ii. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments;
 - iii. training directly related to Asset Management planning; and
 - iv. long-term Infrastructure plans; and
- d) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Local Government's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Local Government is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by New Brunswick.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;

- ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) project expenditures incurred before April 1, 2021 for the following investment category: fire halls.
- d) the cost of leasing of equipment by the Local Government, any overhead costs, including salaries and other employment benefits of any employees of the Local Government, direct or indirect operating or administrative costs of the Local Government, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- e) taxes for which the Local Government is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
- i) costs associated with healthcare Infrastructure or assets.

SCHEDULE D - Program Reporting

Reporting requirements consist of an Annual Expenditure Report (AER), an Outcomes Report, a Project Announcement Planning Report, and when applicable a Housing Report which will all be submitted to New Brunswick for review and acceptance. The reporting year is January 1 to December 31.

1. Annual Expenditure Report (AER)

By May 1 of each year, the Local Government will provide New Brunswick an Annual Expenditure Report consisting of two tables (Part I and Part II) submitted in accordance with the template to be provided by New Brunswick. The Local Government will also sign off on a municipal attestation which will be provided by New Brunswick and shall be part of the Annual Expenditure Report submission to New Brunswick.

2. Housing Report

By May 1 each year, the Local Government will provide to New Brunswick a report on housing as outlined in Schedule G (Housing Report). New Brunswick will provide a template document when it becomes available.

3. Outcomes Report

By May 1 of each year, the Local Government will provide to New Brunswick an outcomes report. New Brunswick will provide the template document when it becomes available.

4. Project Announcement Planning Report

By May 1 of each year, the Local Government will provide to New Brunswick a project announcement planning report. New Brunswick will provide the template document when it becomes available.

Failure by the Local Government to adhere to this Schedule may affect the timing and flow of any CCBF funding that may be transferred by New Brunswick. The above noted reports shall all be provided to New Brunswick in a form acceptable to New Brunswick.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to New Brunswick and the Local Government. Communicating to Canadians on the use of CCBF funding is clearly linked with Canada and New Brunswick's joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting the joint commitment to transparency.

1. Purpose

1.1 This communications protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under the Administrative Agreement and this Agreement. Communications activities may include, but are not limited to: public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

1.2 Through collaboration, New Brunswick and the Local Government agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principles of transparent and open discussion.

1.3 Failure by the Local Government to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by New Brunswick.

2. Collaboration for communications

2.1 The Local Government agrees to work in collaboration with New Brunswick when communicating project information, including provision of upfront project information, project signage, and planned communications activities throughout the year.

2.2 The Local Government shall inform New Brunswick of communications opportunities (ex. milestone event, news release) so that New Brunswick may coordinate participation in alignment with this communications protocol.

3. Inform New Brunswick on allocation and intended use of CCBF funding for communications planning purposes

3.1 The Local Government agrees to provide to New Brunswick upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis by May 1 as indicated in Section 4 of Schedule D.

3.2 The information to be provided by the Local Government to New Brunswick shall include the following: Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes and outputs including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

4. Announcements and media events for Eligible Projects

4.1 At Canada's request, Canada and New Brunswick agree to coordinate an announcement regarding annual allocations of CCBF funding.

4.2 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).

4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. The Local Government, Canada and New Brunswick will have equal visibility through quotes and will follow the [Table of Precedence for Canada](#).

4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of New Brunswick and, as appropriate, Canada and the Local Government.

4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to the other Party of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. New Brunswick, and, as appropriate, Canada and the Local Government will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event),

4.6 For media events, each of Canada, New Brunswick and the Local Government will choose its own designated representative. New Brunswick and the Local Government are responsible for coordinating all onsite logistics.

4.7 Neither the Local Government nor New Brunswick shall unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.

4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the [Table of Precedence for Canada](#).

- 4.9 All joint communications material related to media events and announcements must be approved by Canada and New Brunswick, and recognize the funding of Canada and when applicable, of New Brunswick.
- 4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 4.11 Canada, New Brunswick and the Local Government agree to ensure equal visibility in all communications activities.

5. Program communications

- 5.1 New Brunswick and the Local Government may include messaging in their own communications products and activities with regard to the CCBF.
- 5.2 The Party undertaking these activities will recognize the funding of all contributors, including Canada.
- 5.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the [Table of Precedence for Canada](#).
- 5.4 New Brunswick and the Local Government agree that they will not unreasonably restrict the other from using, for their own purposes, public communications products related to the CCBF prepared by Canada, New Brunswick or the Local Government, or, if web-based, from linking to it.
- 5.5 Notwithstanding section 4 directly above, the Parties acknowledge that Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

- 6.1 The Local Government is solely responsible for operational communications with respect to Eligible 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.
- 6.2 Operational communications should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.
- 6.3 New Brunswick and the Local Government will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. New Brunswick will advise the Local Government, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

7.1 New Brunswick agrees to facilitate communications between Canada and the Local Government for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

8.1 Canada, New Brunswick or the Local Government may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the organizing Party agrees to inform the other Party of its intention, and to inform them no less than 21 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

9.1 Where the Local Government produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.

9.2 Where a website or webpage is created to promote or communicate progress on an Eligible 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” or “This project is funded by the Government of Canada”, as applicable. The Canada wordmark or digital sign must link to Canada’s website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

10.1 Unless otherwise approved by Canada, the Local Government will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach. New Brunswick will ensure the Local Government is in receipt of the Federal sign design, content, and installation guidelines.

10.2 Where New Brunswick or the Local Government decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

10.3 The Local Government is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.

10.4 The Local Government agrees to inform New Brunswick of signage installations on a basis identified by New Brunswick, in its sole discretion.

11. Communication Costs

11.1 The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

SCHEDULE F – Asset Management

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing the Local Government's Infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of Infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- community priorities for future works; and
- financial planning.

SCHEDULE G – Housing Report

1. Housing Needs Assessments

- 1.1 By March 31, 2025, if the Local Government has a 2021 Census population of 30,000 or more, the Local Government shall be required to complete and make available to New Brunswick a Housing Needs Assessment (HNA) prepared according to guidance provided by Canada. If the Local Government has already completed HNAs after April 1, 2019, then the Local Government may submit existing HNAs, if they meet the requirement outlined in the HNA guidance. The Capacity Building Category under CCBF can be used to support the preparation or updating of HNAs.
- 1.2 The Local Government's HNA should be used to identify Infrastructure gaps that contribute to community housing pressures and to prioritize CCBF projects that can alleviate these pressures where it makes sense to do so. CCBF projects that address housing pressures must be identified in the Housing Report and housing outcomes must be measured for these projects.
- 1.3 If the Local Government has a 2021 Census population of 30,000 or more, then HNAs must be made publicly available on the Local Government's website.
- 1.4 A separate HNA Guidance Document will be provided by New Brunswick to the Local Government, having been prepared by Canada.

2. Project-Level Housing Report

The Local Government shall assist New Brunswick with this report by providing requested/relevant information to New Brunswick by May 1 of each year.

Criteria for Project-Level Reporting

If the Local Government meets both requirements below, then the Local Government must be included in Table 1 (below) and is required to complete an HNA by March 31, 2025 and to provide project-level data on housing requirements to New Brunswick, for inclusion in the Housing Report that will be submitted by New Brunswick to Canada.

- A local government with a population of 30,000 or more; and additional local governments as mutually agreed to by Canada and New Brunswick.

AND

- A local government that has identified housing pressures that can be addressed through closing Infrastructure gaps or capacity building, for example:

- High levels of core housing need (meaning a household living in an unsuitable, inadequate or unaffordable dwelling and cannot afford alternative housing in their community);
- Affordability pressures such as elevated rents;
- Lack of workforce housing or low vacancy of family-sized units;
- Limited serviced land for expansion; and
- Outdated planning policies or zoning by-laws.

If the Local Government does not meet these criteria it may additionally be included at the discretion of New Brunswick, in which case New Brunswick shall so advise the Local Government.

The Local Government must provide New Brunswick with project-level information annually, which shall include project level reporting criteria (i.e. identify which criteria as noted above applies) and key Infrastructure-related housing pressures (i.e. identify key housing gaps and needs that are related to Infrastructure). Housing pressures should be consistent with needs and pressures identified by the Local Government in their HNA.

2.1 Project-Level Housing Outcomes

If the Local Government meets the above criteria, they are required to complete the table below on an annual basis and provide same to New Brunswick. The intent of the table is to link the housing pressures identified with outcomes supported by CCBF projects that can help the Local Government address their specific housing pressures. It will include a subset of the projects from the above project list and this subset represents projects with housing outcomes.

| Project ID | Local Government | Project Title | Project Description | Investment Category | Housing Outcomes and Indicators |
|--|-------------------------------|--|---|---|---|
| <i>As provided in program reporting (Schedule D)</i> | <i>As provided in Table 1</i> | <i>As provided in program reporting (Schedule D)</i> | <i>Provide a brief description of the project</i> | <i>Indicate which CCBF category the project falls under</i> | <i>Identify key housing outcomes and indicators (section 2.1.1) that will be used to measure success.</i> |

2.1.1 Housing Outcome Indicators

For each of the projects listed in the above table, the Local Government will provide New Brunswick with the number of new housing units enabled and the number of Affordable Housing units enabled or preserved.

3. Housing Narrative in the CCBF Outcomes Report

By March 31st each year, New Brunswick shall provide Canada with a narrative report on program-level housing outcomes. The Local Government shall assist New Brunswick in the preparation of this report on an as needed basis, in New Brunswick's sole discretion.

Specifically, the Local Government must advise New Brunswick how the CCBF funding it received was used to address housing pressures within the Local Government's jurisdiction, over the reporting period, and steps taken between New Brunswick and the Local Government to unlock supply and improve affordability for Canadians. It should also link to identified needs in the Local Government's HNAs once they have been developed.

The Local Government shall also advise New Brunswick with respect to how CCBF funding has alleviated housing pressures tied to Infrastructure gaps and contributed to housing supply and affordability outcomes, as well as an assessment of measures they have taken to improve housing outcomes through CCBF funded Infrastructure projects. This should include:

- How the Local Government has prioritized specific Infrastructure investments that are unlocking an increased supply of housing (e.g., upgrading pipes to support densification rather than sprawl, or remediating a brownfield site that could then be used for Affordable Housing);
- Steps taken to preserve and/or increase supply and mix of Affordable Housing (e.g., minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers); and
- How the Local Government is utilizing CCBF funding to build local capacity for sound land use and development planning (e.g., through the capacity building category).

The housing narrative prepared by New Brunswick must also include responses to the following questions, which the Local Government shall assist New Brunswick in answering, where requested:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply and how many new housing units were enabled?
- What percentage of total new housing units enabled or preserved are affordable?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

4. Assessment of the Housing Reports and Compliance

4.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Evaluation Framework as well as HNAs.

4.2 Compliance

Failure to comply with the terms of this Schedule will require compliance actions to address the compliance issue. Compliance actions may include notification of the particulars of the failure to comply, discussions to bring the Local Government into compliance as well as withholding funding until the failure to comply is addressed.

Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for the Local Government for future Infrastructure Canada programs.