

**CANADA – THE CITY OF FREDERICTON  
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND  
GRANT AGREEMENT FOR FEASIBILITY STUDY & DESIGN FOR THE SKYLINE ACRES  
PEDESTRIAN OVERPASS IN FREDERICTON, NEW BRUNSWICK**

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

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND** **THE CITY OF FREDERICTON**, continued or incorporated pursuant to the *Local Governance Act, 2017, SNB, c.18* (the “Recipient”),

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

## **RECITALS**

**WHEREAS** the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund (“the Program”) and wishes to provide financial support to the City of Fredericton under this Agreement;

**WHEREAS** the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated March 31, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

**WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties hereby agree as follows:

## **1. INTERPRETATION**

### **1.1 DEFINITIONS**

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

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

“**Agreement End Date**” means March 31, 2026.

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

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

for financial consideration.

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

“**Eligibility Criteria**” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“**Project**” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

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

## **1.2 ENTIRE AGREEMENT**

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

## **1.3 DURATION OF AGREEMENT**

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

## **1.4 SCHEDULES**

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

**Schedule A – Grant Details**

**Schedule B – Eligible and Ineligible Expenditures**

**Schedule C – Communications Protocol**

## **2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

## **3. OBLIGATION OF THE PARTIES**

### **3.1 GRANT BY CANADA**

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty-thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

### **3.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project.

### 3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. 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.

### 3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

## 4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by Resolution, dated July 24, 2023;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment.;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;

- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

## **5. GRANT PAYMENT(S)**

Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:

- a) the Parties' execution of this Agreement; and
- b) evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

## **6. REPORTING**

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

## **7. AUDIT AND EVALUATION**

### **7.1 RECIPIENT AUDIT**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

### **7.2 INTENTIONALLY OMITTED**

### **7.3 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

### **7.4 CORRECTIVE ACTION**

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

### **7.5 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 Agreement End Date.

### **7.6 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

## 8. COMMUNICATIONS

### 8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

### 8.2 RECOGNITION OF CANADA'S GRANT

The Recipient will acknowledge Canada's grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

### 8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

### 8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

## 9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

## 10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing

contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

## **11. DEFAULT**

### **11.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria; or
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction.

### **11.2 DECLARATION OF DEFAULT**

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

### **11.3 REMEDIES ON DEFAULT**

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

## **12. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **12.1 DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### **12.2 LIMITATION OF LIABILITY**

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

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

in relation to this Agreement or the Project.

### **12.3 INDEMNIFICATION**

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

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

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

## **13. GENERAL**

### **13.1 SURVIVAL**

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

### **13.2 DEBTS DUE TO THE FEDERAL CROWN**

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

### **13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

### **13.4 SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

### **13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### **13.6 CONFLICT OF INTEREST**

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

### **13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.

- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

### **13.8 NO AUTHORITY TO REPRESENT**

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

### **13.9 ASSIGNMENT**

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

### **13.10 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

### **13.11 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.

### **13.12 AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties.

### **13.13 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.

### **13.14 NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund  
Infrastructure Canada  
180 Kent Street Ottawa Ontario  
ATF-FTA@infc.gc.ca

Recipient:

The Office of the City Clerk  
397 Queen Street, Fredericton, NB E3B 1B5  
cityclerk@fredericton.ca

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
  - ii. if sent by mail or email, when receipt is acknowledged by the other Party;



- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

**13.15 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**13.16 GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in New Brunswick. The Parties attorn to the jurisdiction of the Courts of New Brunswick and all courts competent to hear appeals from the Courts of New Brunswick.

**13.17 SUCCESSORS AND ASSIGNS**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
PARTIES TO SIGN ON THE FOLLOWING PAGE

## 14. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of the City of Fredericton by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF  
CANADA

THE CITY OF FREDERICTON

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Per: Mark Matz, Director General,  
Public Transit, Infrastructure Canada

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Per: Kate Rogers,  
Mayor

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Date

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Date

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Per: Jennifer Lawson,  
City Clerk

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Date

## SCHEDULE A – GRANT DETAILS

### SCHEDULE A.1: ELIGIBILITY CRITERIA

#### RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
  - a) Municipally-owned corporations;
  - b) Provincial or territorial organizations that deliver municipal services; and
  - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
  - a) A band council within the meaning of section 2 of the *Indian Act*;
  - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
  - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

#### PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada's national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

**SCHEDULE A.2: THE PROJECT**

The Skyline Acres pedestrian overpass was identified as a desirable active transportation link by City staff in 2006 & brought to the forefront by a community group in 2015. A high level feasibility study & order of magnitude cost estimate was completed in 2019 but a more detailed design is required to proceed with the construction of the project. The aim of this proposed project is to advance the feasibility study, engineering design, rendering drawings & cost estimate for a proposed pedestrian bridge overpassing Route 8 (a divided, four lane, high speed highway) that would connect the University of New Brunswick & St Thomas University with the residential neighbourhood of Skyline Acres (see attached map). The project would involve looking at constraints, identifying land & assessing current emergency access requirements for the residential neighbourhood. It also would involve engagement with landowners (University of NB & NB Department of Transportation & Infrastructure) & test the GHG emission reduction opportunities by promoting a modal shift away from personal vehicles.

**SCHEDULE A.3: THE PROJECT BUDGET**

<b>Project Budget</b>	<b>Amount</b>
Total Project Cost	\$100,000
Total Eligible Cost	\$100,000

<b>Total INFC Contribution</b>	<b>Grant Payment</b>	<b>Total</b>
	<b>2022-23</b>	
ATF – Planning Stream	\$50,000	\$50,000

***Other Sources of Funding***

Funding from the Recipient	\$50,000
Funding from Additional Sources	\$0
<b>Total Other Sources of Funding</b>	<b>\$50,000</b>

## **SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES**

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

### **SCHEDULE B.1: ELIGIBLE EXPENDITURES:**

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
  - There is a lack of private sector capacity to undertake the work; or
  - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
  - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

### **SCHEDULE B.2: INELIGIBLE EXPENDITURES**

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section B.1 of this Schedule

- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

## **SCHEDULE C– COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING**

### **PURPOSE**

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

### **GUIDING PRINCIPLES**

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

### **GOVERNANCE**

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

### **JOINT COMMUNICATIONS**

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days’ notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

## **INDIVIDUAL COMMUNICATIONS**

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

## **OPERATIONAL COMMUNICATIONS**

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

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

## **MEDIA RELATIONS**

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

## **ADVERTISING CAMPAIGNS**

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