



November 2, 2023

Her Worship Kate Rogers
Mayor of The City of Fredericton
397 Queen Street
Fredericton, New Brunswick E3B 1B5

SUBJECT: IBA: Green Infrastructure: Environmental Quality
Project No.: 15754
Project Name: Fredericton Industrial Park Expansion

Dear Mayor Rogers:

I am pleased to inform you that under the *Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, your project entitled "Fredericton Industrial Park Expansion" has been approved. Funds allocated to the project are from Infrastructure Canada (INFC) and the Regional Development Corporation (RDC). You will receive a financial contribution of 73.33% (\$1,466,600.00) of the eligible expenditures for this project, 40.00% (\$800,000.00) INFC and 33.33% (\$666,600.00) RDC. The maximum eligible expenditure, including your 26.67% (\$533,400.00) portion, is \$2,000,000.00. The funds allocated to your project are subject to terms and conditions outlined in the agreement and schedules of the enclosed Integrated Bilateral Agreement Contribution Agreement.

Any claim for reimbursement of the contribution must be supported by copies of invoices and proof of payment of those invoices. All payments will be done by electronic funds transfer. Please complete the attached direct deposit service form.

Please be advised that as per the agreement, all communication activities related to the aforementioned project are to be undertaken jointly with the Federal and Provincial Governments.

I would appreciate if you could confirm your acceptance of the conditions by signing the enclosed agreement and returning it and the direct deposit service form to RDC at IBA-EBI@gnb.ca. Please feel free to contact Kingsley Ogbuanya, at 506-259-7593 or kingsley.ogbuanya@gnb.ca if you have any questions or concerns.

I look forward to the successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Cade Libby".

Cade Libby
President

Enclosure: Integrated Bilateral Agreement Contribution Agreement
Direct Deposit Service Form

cc: Hon. Jill Green, MLA Fredericton North
Kingsley Ogbuanya, Regional Development Corporation





INTEGRATED BILATERAL AGREEMENT CONTRIBUTION AGREEMENT

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

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK, as represented by the Minister of Regional Development Corporation ("New Brunswick")

AND: THE CITY OF FREDERICTON
in the Province of New Brunswick ("Recipient")

Individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS CANADA AND NEW BRUNSWICK entered into a funding agreement, the *Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, effective March 18, 2018, to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

AND WHEREAS Canada agrees to deliver up to a maximum of \$683,560,595 to New Brunswick in five key areas: public transit; green infrastructure; community, culture and recreation infrastructure; covid 19 resiliency and rural and northern communities infrastructure;

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

AND WHEREAS this Agreement is made pursuant to the *Canada - New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program* and therefore all relevant provisions of that Funding Agreement shall apply;

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

1. PURPOSE

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

2. ANNEXES AND SCHEDULES

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

- Schedule A – Project Description
- Schedule B – Eligible and Ineligible Expenditures
- Schedule C – Communications Protocol
- Schedule D – Detailed Claim Form
- Schedule E – Progress Report Form
- Schedule F – Completion Documents

- F.1 Declaration of Substantial Completion
- F.2 Project Completion Form

3. INTERPRETATION

3.1 DEFINITIONS

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

“Agreement” means this *Integrated Bilateral Agreement Contribution Agreement* and all schedules, as may be amended from time to time.

“Agreement End Date” means the date at which the final payment is made to the Recipient which will, in any case, be no later than March 31, 2026.

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

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

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

“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 a Project in return for financial consideration.

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

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

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

“IBA Funding Agreement” means the *Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

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

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

“Oversight Committee” means the committee established under the IBA Funding Agreement consisting of representatives from Canada and New Brunswick.

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

“Project” or “Projects” means the project approved by New Brunswick and Canada under the IBA Funding Agreement as described in Schedule A.

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

3.2 ENTIRE AGREEMENT

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

3.3 DURATION OF AGREEMENT

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

4. OBLIGATIONS OF THE PARTIES

4.1 COMMITMENTS BY NEW BRUNSWICK

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in accordance with Schedule A.
- b) Subject to paragraph 4.2 c) the Parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

4.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient agrees to complete the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is not completed or is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the IBA Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.
- f) If the Project total estimated Eligible Expenditures exceeds twenty-five million dollars (\$25,000,000), the Recipient will report on community employment benefits provided to at least three (3) target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises).

4.3 APPROPRIATIONS

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

5. FISCAL YEAR BUDGETING

- a) The amount of contribution funding payable by New Brunswick and Canada each Fiscal Year is set out in Schedule A.
- b) If the actual amount payable by New Brunswick and Canada in respect of any Fiscal Year is less than the estimated maximum amounts in Schedule A, the Recipient may request that New Brunswick and Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 4 (Appropriations), New Brunswick and Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of New Brunswick and Canada's contribution funding to a Project will require appropriation adjustments or provincial and federal Crown approvals.
- c) In the event that any requested re-allocation of New Brunswick and Canada's contribution funding to a Project is not approved, the amount of New Brunswick and Canada's contribution payable in accordance with Schedule A may be reduced by the amount of the requested re-allocation. If the contribution payable by New Brunswick and Canada in accordance with Schedule A is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

6. PROJECT IMPLEMENTATION

- 6.1 The Recipient shall not change the Project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.

- 6.2** For the duration of the Project, the Recipient will provide New Brunswick with progress report forms as set out in Schedule E, updated every year on May 15 and November 15.
- 6.3** The Recipient will be responsible for arranging the engineering design, calling of public tenders, and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20. If New Brunswick determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, New Brunswick may consider the expenditures associated with the Contract to be ineligible.
- 6.4** The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such work and in accordance with the best general practices then current at the time of construction of the project. In addition, the Project must also:
- Meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
 - Meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, in addition to applicable provincial building codes and relevant municipal by-laws.
- 6.5** The Recipient consents to the participation of New Brunswick or its representative at all public tender openings if requested by New Brunswick.
- 6.6** New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation).
- 6.7** Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

7. ASSETS

7.1 DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title and ownership of an Asset for the Asset Disposal Period.

- b) If at any time within the Asset Disposal Period, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a Local Government, or with New Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project and will notify New Brunswick in writing within ninety (90) business days of the transaction.

7.2 REVENUE FROM ASSETS

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

7.3 REPAYABLE CONTRIBUTIONS

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

8. ENVIRONMENTAL ASSESSMENT AND LICENSING

- 8.1** The Project may be subject to, among others, New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.
- 8.2** The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.

8.3 If the Project requires registration under New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no site preparation, vegetation removal or construction will occur for a Project and no funds will be advanced to a recipient for expenditures related to construction work until New Brunswick and Canada are satisfied that all requirements under this act, other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

8.4 The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

9. ABORIGINAL CONSULTATION

9.1 Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.

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

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

9.3 The Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the project; and (iii) under common law, to engage in Aboriginal consultation and consider Aboriginal interests.

10. CLAIMS AND PAYMENT

- 10.1** Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule D. Claims will include copies of invoices along with all supporting documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.
- 10.2** When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 10.3** New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule F are completed and returned to New Brunswick by the Recipient.
- 10.4** New Brunswick will not pay interest for failing to make a payment under this Agreement.
- 10.5** New Brunswick will not pay capital costs for a Project until the requirements under Section 8 (Environmental Assessment and Licensing) and Section 9 (Aboriginal Consultation), if applicable, are, in New Brunswick's opinion, satisfied to the extent possible at the date the claim is submitted to New Brunswick.
- 10.6** No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 31st of the year following the Fiscal Year in which the Eligible Expenditure is incurred and in all circumstances, no later than March 31, 2026.

11. REPORTING

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

12. RETENTION OF CONTRIBUTION

New Brunswick will retain a maximum of five percent (5%) of the federal contribution funding for this Project under this Agreement. The amount retained by New Brunswick will be released by New Brunswick when:

- a) The Recipient fulfils all of its obligations for the Project under this Agreement;
- b) The Recipient submits an attestation, from a delegated official and in a format acceptable to New Brunswick, that the Project has been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures;

and

- c) The Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

13. AUDITS

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

14. 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 seven (7) years after the IBA Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

15. DISPUTE RESOLUTION

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

16. DEFAULT

16.1 EVENTS OF DEFAULT

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

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

16.2 DECLARATION OF DEFAULT

New Brunswick may declare default if:

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

16.3 REMEDIES ON DEFAULT

In the event that New Brunswick declares default, New Brunswick may exercise one or more of the following remedies, without limiting any remedy available to it by law:

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

17. LIMITATION OF LIABILITY

In no event will New Brunswick or 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.

18. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless New Brunswick and Canada, its officers, servants, employees, or agents, from and against all actions, 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 the Project, except to the extent to which such actions, by claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance or his or her duties.

19. COMMUNICATIONS

- 19.1** No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.
- 19.2** The Parties shall comply with the communications guideline set out in Schedule C referred to as the Communications Protocol.

20. GENERAL

20.1 SURVIVAL

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

20.2 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 New Brunswick and the Recipient or between New Brunswick and any third party.
- b) The Recipient will not represent itself, including in any agreement with a third party, as a partner, employee or agent of New Brunswick.

20.3 ACCOUNTING PRINCIPLES

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

20.4 COUNTERPART SIGNATURE

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

20.5 SEVERABILITY

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

20.6 AMENDMENTS

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

20.7 WAIVER

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

20.8 FORCE MAJEURE

If any of the obligations within this Agreement is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

21. OTHER

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

22. NOTICE

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

For New Brunswick:

Regional Development Corporation
P.O. Box 6000
Fredericton, NB E3B 5H1
Phone: 506-453-2277
Fax: 506-453-7988
Email: IBA-EBI@gnb.ca

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

for the Recipient:

City of Fredericton
City Hall
397 Queen Street
Fredericton, NB E3B 1B5
Phone: 506-460-2020
Fax: 506-460-2905
Email: cityclerk@fredericton.ca

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

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

23. COMPLIANCE WITH LAWS

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

24. GOVERNING LAW

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

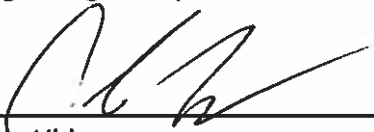
25. SUCCESSORS AND ASSIGNS

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

SIGNATURES

**REGIONAL DEVELOPMENT CORPORATION
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

Original signed by:



Cade Libby
President

Nov. 7, 2023
Date

THE CITY OF FREDERICTON

I/We hereby confirm that I/we have the authority to bind the City of Fredericton

Original signed by:

Mayor Kate Rogers

Date

~~_____
CAO Steven Hart~~
Jennifer Lawson, City Clerk

Date

SCHEDULE A – PROJECT DESCRIPTION

RECIPIENT: The City of Fredericton

PROJECT NUMBER: 15754

PROJECT TITLE: Fredericton Industrial Park Expansion

PROJECT DESCRIPTION:

This project consists of extending municipal services to serve the expansion of the Vanier Industrial Park in Fredericton. The existing industrial park is at capacity and new municipal water and sewer services are required to expand the park further.

The project scope includes installing 325 metres of local water pipes; 325 metres of wastewater pipes; and 280 metres of storm water sewers.

The underground infrastructure will be overlaid with extension of the roadway.

Additionally, a storm water management dry pond will be constructed to manage run-off and safeguard water and soil quality.

ELIGIBLE PROJECT EXPENDITURES:

The Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program shall contribute a financial incentive of 73.33% of the aforementioned eligible project expenditures of \$2,000,000 being an amount not exceeding \$1,466,600. Subject to this Agreement, the Recipient shall be responsible for contributing at least 26.67% of the Eligible Expenditures of the project implemented under this Agreement.

Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contribution shall be made under the Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program with respect to any expenditure incurred other than the eligible project expenditures.

FINANCING OF PROJECT:

Funding Source	Fiscal Year 2023 - 2024 \$	Fiscal Year 2024 - 2025 \$	Total \$	Funding Percentage
New Brunswick	99,990	566,610	666,600	33.33%
Canada	120,000	680,000	800,000	40.00%
Recipient	80,010	453,390	533,400	26.67%
Total	300,000	1,700,000	2,000,000	100.00%

New Brunswick will reimburse 73.33% (40% Canada and 33.33% New Brunswick) of eligible costs on each claim submitted for reimbursement up to the total approved contributions.

FEDERAL ENVIRONMENTAL AND/OR IMPACT ASSESSMENT REQUIREMENTS: NO
FEDERAL INDIGENOUS CONSULTATION REQUIREMENTS: YES – Not Met

ADDITIONAL CONDITION:

The Recipient will demonstrate to New Brunswick's satisfaction that all funding to complete the Project has been secured, prior to New Brunswick paying eligible costs.

The Project may not proceed with construction until Canada and New Brunswick can confirm that the obligations for environmental assessment, Aboriginal consultation and every additional condition have been met.

FORCASTED CONSTRUCTION START DATE (YYYY/MM/DD): 2024/04/01.

FORCASTED CONSTRUCTION END DATE (YYYY/MM/DD): 2026/03/31.

PROJECT CATEGORY OUTCOMES/BENEFITS that will need to be quantified:

- **Green: Environmental Quality:**

Increased capacity to treat and/or manage wastewater and/or storm water

1. Type of Wastewater Infrastructure:

Linear wastewater assets

- Length of assets receiving investment (in meters): 325
- Physical condition of asset(s) before investment: N/A
- Physical condition of asset(s) at project conclusion: Very Good

2. Type of storm water Infrastructure:

Linear storm water assets

- Length of assets receiving investment (in meters): 280
- Physical condition of asset(s) before investment: N/A
- Physical condition of asset(s) at project conclusion: Very Good

Other type of storm water assets

Description:

Storm Water Management Dry Pond:

Before Investment: The property is a formerly cleared site with natural flow away from the site.

After Investment: The new street system will be constructed with a 1:10-year minor system (Pipes) and a 1:100-year major system (roadway) where major and minor flows will be directed to a new constructed storm water management dry pond. This system will manage the flows coming of the

public ROW while individual properties will be required to attenuate flows to the same standards as set out in the Fredericton Storm Water Management Guidelines.

- Number of assets receiving investment: 1
- Physical condition of asset(s) before investment: N/A
- Physical condition of asset(s) at project conclusion: Very Good

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

ELIGIBLE EXPENDITURES

Eligible Expenditures will include the following:

- a) All costs considered by New Brunswick and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in the Ineligible Expenditures section below, and which may include capital costs, design and planning, and costs related to meeting specific program requirements, including completing climate lens assessments and creating community employment benefit plans; and
- b) The incremental costs of employees of a Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - The arrangement is approved in advance and in writing by New Brunswick and Canada.

INELIGIBLE EXPENDITURES

Ineligible expenditures will include the following:

- a) Costs incurred before Project approval date of 2023/06/13 and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments;
- b) Costs incurred for cancelled Projects;
- c) Costs of relocating entire communities;
- d) Land acquisition;
- e) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- f) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Section b) of Eligible Expenditures;
- g) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);

- h) Any goods and services costs which are received through donations or in kind;**
- i) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;**
- j) Costs associated with operating expenses and regularly scheduled maintenance work;**
- k) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and**
- l) All capital costs, including site preparation and construction costs, until New Brunswick and Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation) have been met and continue to be met.**

SCHEDULE C – COMMUNICATIONS PROTOCOL

1. Purpose

- a) This communications protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Canada, with respect to communication activities related to the Project.
- b) This communications protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this communications protocol apply to all Communications Activities related to the Agreement and any Projects funded under the Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

2. Guiding Principles

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.
- b) Communications Activities undertaken in accordance with this communications protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- c) The Communications Activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all Parties to the Project.

3. Governance

- a) The Oversight Committee shall be responsible for monitoring the implementation of this communications protocol.
- b) New Brunswick is responsible for communication the requirements and responsibilities outlined in this communications protocol to the Recipient and for ensuring their compliance.
- c) New Brunswick shall communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

4. Joint Communications

- a) Canada, New Brunswick, and the Recipient will have Joint Communications about the funding of the Project.

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

5. Individual Communications

- a) Notwithstanding Section 4 of this communications protocol (Joint Communications), Canada and New Brunswick retain the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada, New Brunswick 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.
- c) Canada, New Brunswick or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal and provincial funding through the use of a digital sign or through the use of the Canada wordmark and the following wordings, "This project is funded in part by the Government of Canada". The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. Canada will provide and publish guidelines for how this recognition is to appear. The Recipient will also recognize the funding of New Brunswick in a similar manner.
- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with project name and location.

6. Operational Communications

- a) 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.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada". As appropriate, operational communications will also recognize the funding of New Brunswick in a similar manner.

7. Media Relations

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

8. Signage

- a) Canada, New Brunswick or the Recipient may request a sign recognizing their funding contribution to the Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient that will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and provincial contributions and be approved by Canada and New Brunswick.
- g) The Recipient agrees to inform New Brunswick of sign installations through the Project progress reports referenced in Section 11 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

9. Advertising Campaigns

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

SCHEDULE D – DETAILED CLAIM FORM



Regional Development Corporation
 P.O. Box 6000, Fredericton, New Brunswick E3B 5H1

Claim No:
 Final Claim:

Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program

List all eligible project costs with invoices and cheque numbers on this form. Include a copy of each invoice and proof of payment. Failure to record and support each cost will cause a delay in processing.

Project Number: _____
Project Name: _____

Description of costs	Name of Supplier	Cheque No.	Cheque Amount	Invoice Total	HST
Total					
Eligible & supported costs (total-HST refund)					

% of HST refunded by Canada Revenue Agency

71.43% - municipality
 22.33% -
 50% - non-profit organization
 100% -
 0% - none

The undersigned hereby certifies that:

a. the invoices above represent eligible project costs that have been paid in full and the work

b. no other public financial assistance has been received or is to be received for the part of the project against which this reimbursement is claimed.

Signature	Print Name	Date
Title	Company	Telephone

For office use only

Eligible & supported costs	<input type="text"/>	Claim Reviewer	Date
Less: previous advance	<input type="text"/>	Project Officer	Date
Add: current advance	<input type="text"/>	Payment Authority	
	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vendor	Payment request	account	Claim Auditor

SCHEDULE E – PROGRESS REPORT

Project Information			
Project Title			
Project ID	PT Identifier	Reporting Period and Year	
	For Office Use Only	<input type="checkbox"/> May	<input type="checkbox"/> Nov
Project Signage			
Has Project Signage been installed?	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, when will signage be installed?		
Resources: INFC.Signs-Panneaux.INFC@Canada.ca Infrastructure Canada - Infrastructure Project Signage Guidelines - Introduction			
Project Finances			
Cashflow			
Please estimate the total eligible costs incurred per fiscal year (April 1 to March 31)			
2018-19		2023-24	
2019-20		2024-25	
2020-21		2025-26	
2021-22		2026-27	
2022-23		2027-28	
Total Project Costs			
Updated Total Project Costs			
Where there any cost overruns?	<input type="checkbox"/> NO <input type="checkbox"/> YES If yes, please explain why		
Project Schedule			
Progress Tracker			
% Project Complete	<input type="checkbox"/> not started <input type="checkbox"/> up to 25% <input type="checkbox"/> 26-50% <input type="checkbox"/> 51-75% <input type="checkbox"/> 76-100%		

Construction Dates (YYYY/MM/DD)

Forecasted dates should always be in the future, while actual construction dates should always be in the past.

Forecasted Construction Start Date	YYYY/MM/DD
Forecasted Construction End Date	YYYY/MM/DD
Actual Construction Start Date	YYYY/MM/DD (If applicable)
Please provide rationale if project is delayed by more than 3 months	Date outlined in application

Outcomes and Indicators

Do the projected outcomes outlined in the Agreement remain the same for this project?	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, provide an update on the outcomes, as well as any other relevant project information.
--	--

Risks and Mitigation Strategies

Update the factors that have a reasonable likelihood of affecting the project.

Project Complexity

<input type="checkbox"/> Remote Geographical location <input type="checkbox"/> Unpredictable weather <input type="checkbox"/> Innovative Project/Technologies <input type="checkbox"/> Technical nature of the project <input type="checkbox"/> Interdependencies between phases <input type="checkbox"/> Other (<i>describe</i>) <input type="checkbox"/> <input type="checkbox"/> No risk identified	Briefly describe why this is a risk to the project and the mitigation measures.
--	---

Project Readiness

<input type="checkbox"/> Project site hasn't been finalized <input type="checkbox"/> Land hasn't been acquired <input type="checkbox"/> Potential issues with permits or authorizations (federal, provincial, territorial and municipal) <input type="checkbox"/> Industry supply may not be able to meet demand <input type="checkbox"/> Non-federal sources of funding are not secured for the entire project cost <input type="checkbox"/> Other (<i>describe</i>) <input type="checkbox"/> No risk identified	Briefly describe why this is a risk to the project and the mitigation measures.
---	---

Public Sensitivity

- The project has received negative or national media attention
- Certain stakeholders have been vocal about the project
- Other (*describe*)
- No risk identified

Briefly describe why this is a risk to the project and the mitigation measures.

Ultimate Recipient Risk

- The Ultimate Recipient does not have experience with this type of project
- The Ultimate Recipient has low capacity in one or more area: technical expertise, human resources, reporting, delivery of past projects, etc.
- Other (*describe*)
- No risk identified

Briefly describe why this is a risk to the project and the mitigation measures.

Comments

Please provide any relevant additional comments

Attestation

I attest that the information in this progress report has been reviewed and to the best of my knowledge:

1. The information is complete and accurate.
2. The project is being delivered in accordance with the program and project requirements set out within the Investing in Canada Infrastructure Program (ICIP) Integrated Bilateral Agreement (IBA).
3. All financial information is accurate and has been reviewed and updated in accordance with the terms of the ICIP Bilateral Agreement

Dated, this _____ day of _____ 20__

Signature

SCHEDULE (F.1) - DECLARATION OF SUBSTANTIAL COMPLETION

Pursuant to the Agreement entered into between the Province, represented by the Minister responsible for the Regional Development Corporation, and The City of Fredericton, I _____, a licensed professional or an acceptable equivalent approved by the Province including the President or legal head of the Ultimate Recipient, do solemnly declare as follows:

1. That I am the _____ (title, organization), and as such have knowledge of the matters set forth in this affidavit;

2. That the work identified as Project #15754 as described in Schedule A in the above-mentioned Agreement has been substantially completed on the ____ day of _____ 20__.

3. That the work:
 - a. Was carried out by _____ (the prime contractor). Between the dates of _____ (start date) and _____ (completion date);
 - b. Was supervised and inspected by qualified staff;
 - c. Conforms with the plans, specifications and other documentation for the work; and
 - d. Conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (City), in the Province of New Brunswick this day of _____ (date).

Signature

SCHEDULE (F.2) – FINAL PROGRESS REPORT

Project Information			
Project Title			
Project ID#	PT Identifier	Reporting Period and Year	
	For Office Use Only		
Project Finances			
Total Eligible Costs			
Updated Estimated Total Eligible Costs	\$		
Cash Flow			
Please provide the total eligible costs incurred per fiscal year (April 1 to March 31)			
2018-19		2023-24	
2019-20		2024-25	
2020-21		2025-26	
2021-22		2026-27	
2022-23		2027-28	
Project Schedule			
Substantial Completion			
Substantial completion means that the project can be used for the purpose for which it was intended. If the project is substantially completed, this will be the final progress report for the project.			
Has the project been substantially completed? (i.e. Is this the final progress report)	<input type="checkbox"/> YES <input type="checkbox"/> NO		
Construction Dates (YYYY/MM/DD)			
Please update the construction dates below. The actual end date corresponds to the substantial completion date.			
Actual Start Date		Actual End Date	

Outcomes and Indicators

Provide any necessary update to outcomes and indicators. See project application forms for full list of outcomes and indicators.

Please confirm that all applicable data has been provided.	<input type="checkbox"/> YES <input type="checkbox"/> NO If no, please provide a response
Please confirm that the provided results are the actual results for your project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
If any of the outcomes or indicators have changed, please provide an explanation about what has changed and why	

Community Employment Benefit (if applicable)

Are Community Employment Benefits being reported for this project?	<input type="checkbox"/> YES or <input type="checkbox"/> NO If no, provide explanation:	
If yes, which specific groups were targeted for employment opportunities on this project? Select at least three. <i>Provide results for the % of total project hours each target group worked.</i>	% of total hours worked	
Apprentices	%	
Indigenous peoples	%	
Women	%	
Persons with disabilities	%	
Veterans	%	
Youth	%	
New Canadians	%	
Which types of enterprises did you target? <i>Provide results for value of contracts for the selected types of enterprises</i>	Total value of contract	
Small enterprise	\$	
Medium enterprise	\$	
Social enterprise	\$	

Comments

Please provide any relevant additional comment

Attestation

I attest that the information in this progress report has been reviewed and to the best of my knowledge:

1. The information is complete and accurate.
2. The project has been delivered in accordance with the program and project requirements set out within the Investing in Canada Infrastructure Program (ICIP) Integrated Bilateral Agreement (IBA).
3. All financial information is accurate and has been reviewed and updated in accordance with the terms of the ICIP IBA.

Dated, this _____ day of _____ 20__

Signature

Please send the completed form to the **Regional Development Corporation, P.O. Box 6000, Fredericton, NB E3B 5H1**, or email to RDC-SDR@gnb.ca or fax a copy to **(506) 453-7988**. For questions, contact us at **(506) 453-2277**.

All fields must be completed.

Name / Operating Name	
Legal or Corporate Name	
Address	
Contact Name	
Phone Number	
Email Address	

*****IMPORTANT*****

Please attach a "Void" cheque or cheque specimen to this form in order for us to verify your banking information.

I/We hereby authorize the Regional Development Corporation (RDC) to credit this account with any payments due from RDC until appropriate authority is received to indicate otherwise.

The form must be signed. Please note, for municipalities or non-profit organizations two authorized signatures are required.

Signature	Signature
Title	Title
Date	Date

Definitions:

- Name / Operating Name: Record your individual/Agency/Company/ Business operating name (the name on your invoices or cheques).
- Legal or Corporate Name: Record your Agency/Company/Business legal or Corporate name if different than above.
- Address: Record your full mailing address.
- Email Address: Email address where remittance notices will be sent.

Regional Development Corporation use only

Set up	Date
Review	Date

Veillez envoyer le formulaire dûment rempli à la Société de développement régional, Case postale 6000, Fredericton (N.-B.) E3B 5H1 ou par courriel à RDC-SDR@gnb.ca ou par télécopieur au (506) 453-7988. Si vous avez des questions, composez le (506) 453-2277.

Tous les champs doivent être remplis.

Nom / Nom commercial	
Raison sociale ou nom légal	
Adresse	
Nom de la personne-ressource	
Numéro de téléphone	
Adresse courriel	

IMPORTANT

Veillez annexer au présent formulaire un chèque annulé ou un spécimen de chèque afin que nous puissions vérifier vos renseignements bancaires.

Par la présente, j'autorise (nous autorisons) la Société de développement régional (SDR) à porter au crédit de ce compte tout paiement dû par la SDR jusqu'à ce qu'un nouvel avis indiquant le contraire soit reçu d'une autorité appropriée.

Le formulaire doit être signé. Veuillez noter que pour les municipalités ou les organismes sans but lucratif deux signatures autorisées sont requises.

Signature _____ Signature _____

Titre _____ Titre _____

Date _____ Date _____

- Définitions :**
- Nom / Nom commercial : Inscrivez votre nom ou le nom commercial de votre organisme, compagnie ou entreprise (le nom sur vos factures ou chèques).
 - Raison sociale ou nom légal : Si le nom ci-dessus diffère de la raison sociale ou du nom légal de votre organisme, compagnie ou entreprise, veuillez inscrire la raison sociale ou le nom légal.
 - Adresse : Indiquez votre adresse postale complète.
 - Adresse courriel : L'adresse courriel pour l'envoi des avis de versements.

Réservé à la Société de développement régional

<i>Création</i>	<i>Date</i>
<i>Revision</i>	<i>Date</i>

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. THAT I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. THAT the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. THAT the signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. THAT the Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this 28th day of)
November 2023.)
)
)
)
)
_____)
Michelle S. Brzak)
A Commissioner of Oaths)
)

Jennifer Lawson