

**CANADA – CITY OF FREDERICTON
DISASTER MITIGATION AND ADAPTATION FUND**

**AGREEMENT FOR MULTIPLE NATURAL AND STRUCTURAL INFRASTRUCTURE PROJECTS TO ADAPT TO PLUVIAL AND
FLUVIAL FLOOD EVENTS IN FREDERICTON PROJECT**

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 Housing, Infrastructure and Communities (“Canada”)

AND

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

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

RECITALS

WHEREAS the Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

WHEREAS, the Minister of Housing, Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (the “Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Multiple Natural and Structural Infrastructure Projects to Adapt to Pluvial and Fluvial Flood Events in Fredericton Project (“the Project”) which qualifies for support under the Program;

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

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

1. INTERPRETATION

1.1 DEFINITIONS

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

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

“**Agreement End Date**” means December 31, 2032.

“**Asset**” means any real or personal property or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending twenty (20) years after the Project’s Substantial Completion Date and ending forty (40) years after the Project’s Substantial Completion Date for land acquired for Natural Infrastructure purposes.

“**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.

“**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.

“**Declaration of Substantial Completion**” means a declaration in the form substantially prescribed in Schedule D (Declaration of Substantial Completion).

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

“**Eligible Expenditures**” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Fair Value**” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

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

“**In-Kind Contributions**” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“**Joint Communications**” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“**Natural Infrastructure**” means the use of naturally occurring resources or engineered use of natural resources, to provide adaptation or mitigation services to the gradual and/or sudden impacts of climate change or natural hazards.

“**Non-owned Asset**” means an Asset to which the Recipient does not hold the title and ownership.

“**Oversight Committee**” means the committee established pursuant to Section 5 (Oversight Committee).

“**Project**” means the project as described in Schedule B (Project Details).

“**Project Approval Date**” means June 25, 2019 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Component” means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

“Program” means the Disaster Mitigation and Adaptation Fund Program.

“Substantial Completion Date” means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

“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.

“Total Financial Assistance” means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement, including the recitals, 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 expressed, 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 – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

- a) The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.
- b) The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than forty percent (40%) of the total Eligible Expenditures for assets owned by municipalities and non-for-profit organization in provinces but only up to a maximum of eleven million, four hundred thousand dollars (\$11,400,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada’s role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project’s total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada’s satisfaction and submitted to Canada within six months of the Effective Date and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per paragraph 8.1 c) (Reporting).
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement.
- h) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.

- i) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.5 (Set-off by Canada).
- j) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.
- k) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement.
- l) The Recipient will ensure that the acquired land for natural infrastructure purposes will remain protected for forty (40) years by a provincial, territorial or municipal government or by one of the Indigenous recipients identified in Schedule A.1 (d)(iii);
- m) The Recipient will provide an attestation that the land acquisition process for natural infrastructure purposes has been completed and that the price is at, or below, Fair Value.

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 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 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.6 CONDITIONS PRECEDENT

- a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.

- b) Remedy

In the event that the Recipient is unable to meet the condition set out in paragraph 3.6 (a) (Condition), Canada may terminate this Agreement. 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 the termination of this Agreement.

4. THE 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 the Council of the City of Fredericton dated February 26, 2024;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets during the Asset Disposal Period;
- 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) 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;
- g) 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*;
- h) The Recipient has not and will not make a payment or provide 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, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;

5. OVERSIGHT COMMITTEE

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Section 8 (Reporting);
- e) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1 (b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party 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 and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in subsection 3.6 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit);
- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset;
- e) Canada will not pay any claims until the requirements under Section 19 (Environmental and Impact Assessment) and Section 20 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada;
- f) Canada will not make a payment in respect to an Asset requiring land acquisition until the Recipient provides an attestation that the land acquisition process for natural infrastructure purposes has been completed and that the price is at, or below, Fair Value.

7.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada. Each claim must include the following:
 - i. a written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. a breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow);
 - iii. upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.

- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

7.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents;
- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

7.4 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than December 31st, 2032.

7.5 RETENTION OF CONTRIBUTION

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Section 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

7.6 FINAL ADJUSTMENTS

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.7 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

8. REPORTING

8.1 PROGRESS REPORT

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than every six (6) months. The progress report will be attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each progress report must include, at a minimum, the following information:
 - i. Project Title
 - ii. a confirmation of Schedule B2 Project Components and Cashflow, or a request for updated Schedule B2 Project Components and Cashflow submitted pursuant to section 3.4 (Fiscal Year Budgeting);
 - iii. construction start and end dates (forecast/actual);
 - iv. Project progress for the period;
 - v. an update on Project issues/risks, if any, and mitigation measures;
 - vi. an update on Project alignment to meet results as described in Schedule B, subsection 1.2; and
 - vii. confirmation of the Project's installed signage, if applicable.
- c) Expected and actual results related to community employment benefits for the Project will be included in a progress report on an annual basis.

8.2 FINAL REPORT

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under paragraph 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. the Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
 - ii. total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. an attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
 - iv. reporting on community employment benefits and demonstrating that all environmental conditions and Indigenous consultation and accommodation requirements have been met;
 - v. confirmation of the Total Financial Assistance in accordance with paragraph 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

9. INFORMATION MANAGEMENT

The Recipient will use the Infrastructure Recipient Information System (IRIS), or a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

10. AUDIT

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible,

but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.

- b) Canada 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 and Section 18.2 (Accounting Principles).
- c) The Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect to the Project for at least six (6) years after the Agreement End Date.

11. EVALUATION

The Recipient agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12. 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, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient will acknowledge Canada's contribution 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.
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. any evaluation or audit report and other reviews related to this Agreement.

13.2 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public.
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

14. DISPUTE RESOLUTION

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

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

15. DEFAULT

15.1 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 has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

15.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) One or more of the Events of Default occurs.
- b) Canada gave notice to the Recipient of the event which in Canada'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 Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding 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 contribute or continue to contribute funding 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 contribution paid by Canada to the Recipient;
- d) Terminate this Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 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.

16.2 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, loss of, 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.

16.3 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 this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii) for a Non-owned Asset, retain all necessary rights, interests, and permissions in Non-Owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to the such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.
- d) For any land acquired for natural infrastructure purposes, the Recipient undertakes to seek in advance written approval from Canada for the sale of the land and provide an attestation that the sale price of that real property is at, or above, Fair Value. If the Recipient sells the land, the Recipient will reimburse Canada an amount equal to Canada's contribution to the land when purchased by the Recipient.

18. GENERAL

18.1 SURVIVAL

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

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

18.3 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 Canada forthwith on demand.

18.4 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*.

18.5 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.

18.6 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 general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.12 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.

18.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B2 Project Components and Cashflow which do not result in an increase to the maximum amount of Canada's contribution under section 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

18.14 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.

18.15 NOTICE

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

DIRECTOR, CLIMATE MITIGATION AND ADAPTATION AND COMMUNITY PROGRAMS
COMMUNITIES AND INFRASTRUCTURE PROGRAMS BRANCH
INFRASTRUCTURE CANADA
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

Assistant Director, Engineering & Operations
397 Queen Street, City Hall
The City of Fredericton, New Brunswick
E3B 1B5

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

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

18.16 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.

18.17 GOVERNING LAW

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

18.18 SUCCESSORS AND ASSIGNS

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

18.19 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 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 in relation to such rights and to the Agreement.

19. ENVIRONMENTAL AND IMPACT ASSESSMENT

19.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

19.2 CHANGES TO PROJECT OR OTHERWISE

- (a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- (b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

20. INDIGENOUS CONSULTATION

20.1 INDIGENOUS CONSULTATION

The Recipient agrees that:

- (a) it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i) explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii) provide a report to Canada, which will include:
 - (1) a list of all Indigenous communities contacted;
 - (2) a summary of all communications with the Indigenous communities;
 - (3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - (4) any other information Canada may consider appropriate.
- (b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- (c) no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

20.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that clause 20.1 will be applicable.

SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada and on behalf of the City of Fredericton on the date below each Party's respective signature.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CITY OF FREDERICTON

Digitally signed by

Paul Loo
Director General, Resilient and Innovative
Communities, Infrastructure Canada

Her Worship Kate Rogers
Mayor

DATE

DATE

Jennifer Lawson
City Clerk

DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
- i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
 - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 3. The arrangement is approved in advance and in writing by Canada.
 - iii. Costs of Indigenous consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.
- d) Land acquisition that is directly linked to the development of Natural Infrastructure is an eligible expense. In order for land acquisition expenditures to be eligible, the Recipient has to provide to Canada the following information:
- i. a justification, acceptable to Canada, for the need to acquire land as an integral aspect of the project under DMAF;
 - ii. a demonstration to Canada of how the land will be used as Natural Infrastructure;
 - iii. a demonstration to Canada that the land will remain protected for forty (40) years after the Substantial Completion Date by a provincial, territorial, or municipal government, or a by one of the following Indigenous recipients:
 1. An Indigenous governing body including but not limited to:
 - A band council within the meaning of section 2 of *the Indian Act*;
 - 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;
 - A First Nation, Inuit or Métis government that is established by or under legislation whether federal, provincial or territorial that incorporates a governance structure;
 2. An Indigenous Development Corporation, and
 3. A not-for-profit organization whose central mandate is to improve Indigenous outcomes.
 - iv. An attestation that the price is at, or below, Fair Value.

A.2 INELIGIBLE EXPENDITURES

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date, except for expenditures associated with greenhouse gas assessments as per paragraph A.1.a).
- b) Expenditures incurred for cancelled Projects.
- c) Expenditures of relocating entire communities.
- d) Land acquisition except for expenses covered under Schedule A.1.d).
- e) Land acquisition in cases where it is the sole Project Component.
- f) Costs associated with the acquisition of publicly-owned land.
- g) 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, unless in accordance with the requirements described in Schedule A.1.b)ii;
- h) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.b)ii;
- i) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys).
- j) Any goods and services costs which are received through donations or in-kind.
- k) 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.
- l) Expenditures associated with operating expenses and regularly scheduled maintenance work.
- m) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project.
- n) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Indigenous consultation obligations have been met and continue to be met; and
- o) Expenditures related to all emergency services infrastructure.

SCHEDULE B – PROJECT DETAILS

B1. Project Description:

The City of Fredericton's 'Multiple Natural and Structural Infrastructure Projects to Adapt to Pluvial and Fluvial Flood Events in Fredericton' project, is summarized in three major categories: mitigating risk to key transportation infrastructure, mitigating risk to critical municipal infrastructure, and mitigating pluvial flood risk through local watershed resilience. Overall, the implementation of these projects improves flood risk resilience throughout the City of Fredericton.

Upgrades to key transportation infrastructure includes road elevation upgrades in five key areas in the City. These projects will be undertaken concurrently with water, storm water and sewer upgrades to maximize flood resilience impact. These projects will reduce the risk of inundation of important roadways and emergency routes through the City caused by river flooding.

Mitigating risk to critical municipal infrastructure includes upgrades and replacement of critical infrastructure susceptible to the impacts of pluvial and fluvial events. These projects will see the improvement or upgrade to municipal lift stations, major channel culverts, berms, and valving to improve the City's capacity to function during high river-level and rainfall events. All of these activities decrease the risk of flooding interrupting critical municipal services and administrative operations that are key to flood response. These assets in many cases are also afforded some protection through the transportation infrastructure work.

Mitigating pluvial flood risk through local watershed resilience includes using a combination of grey and green infrastructure solutions to increase water-holding capacity in upper watershed areas, so stormwater systems in the lower watershed areas are not overwhelmed in places where there is limited ability to right size the infrastructure for future heavy rainfall projections. The projects in this category include land acquisition for Natural Infrastructure (green infrastructure), wetland attenuation expansion, and storm water pond development/expansion in the Killarney Brook and Phyllis Creek areas.

The chosen location for the Natural Infrastructure solution will be submitted to Canada when chosen, along with the map of the boundaries and the expected results specific to the Natural Infrastructure solution.

Improving key transportation infrastructure, critical municipal infrastructure and local watershed resilience infrastructure will decrease fluvial and pluvial flooding impacts to properties in low-lying, flood-prone areas and increase emergency access to these locations during flood events. The implementation of the above types of projects will see raising roads, installing storm water valves along the Saint John River, elevating and berming the Riverfront trail systems, upgrading the Killarney Brook critical infrastructure, building diversion swales, retaining functionality of our sewer system during high river flooding events, and acquiring lands for Natural Infrastructure to increase, maintain and/or improve water storage capacity and attenuation

B1.1 Project Objective:

The overall objectives of the 'Multiple Natural and Structural Infrastructure Projects to Adapt to Pluvial and Fluvial Flood Events in Fredericton' project are to improve the City's resilience to high river flood and rainfall events that are anticipated to become more frequent and severe due to climate change.

From a Critical Infrastructure perspective, sewer lift stations would be raised or rebuilt to be able to operate when Fredericton experiences a river flood elevation of 9.0 metres. To mitigate high intensity rainfall/pluvial events, critical culvert and stream channel infrastructure would be constructed to accommodate 1:100 year rainfall event, including a percentage contingency for anticipated increases in rainfall impacts due to climate change.

In addition to this overarching objective, there are key objectives associated with each of the three project categories. For the first category, mitigating risk to key transportation infrastructure, the City will improve the resilience of the transportation network to inundation caused by river flooding by completing projects that contribute to providing continuous usage of key roadways affected by river flooding to a minimum of 8.0 metres river elevation, maintaining mobility for residents and emergency service providers, and facilitating business continuity. For the second project category, mitigating risk to critical infrastructure, the City's objectives are to complete projects to improve the resilience of municipal infrastructure to inundation caused by river flooding by ensuring continued provision of municipal services through the protection of infrastructure to a 9.0 metre river elevation, which will help in maintaining mobility for residents and emergency service providers, and facilitating business continuity. For the final project category, improving the upper watershed resilience, the City will improve the resilience of municipal infrastructure from flooding caused by extreme weather events which will ensure appropriate management of stormwater major systems to reduce impacts to municipal services, infrastructure and adjacent properties, and provide co-benefits to the surrounding ecosystems and environment, including wildlife habitat improvement. All of the above projects will also mitigate flood risk in adjacent neighbourhoods, as they will collectively decrease impacts to properties in low-lying and flood vulnerable areas and increase access to these neighbourhoods during flood events.

Project Assets:

- A. **Roadway Resilience** (Improved resilience for sections of roadways) (13 projects): Currently these roadways are impacted by river flooding starting at 7m flood elevation. These roads will be raised in elevation to be more flood resilient maintaining the network and access to property. Additionally, many of these projects will see renewal and upgrade to the water, sanitary sewer systems, and storm sewer systems. By coordinating this work we will improve overall flood resilience in the area.
 - I. Burpee Street Flood Resilience
 - II. Lincoln Road Flood Resilience West
 - III. Lincoln Road Flood Resilience East
 - IV. Lincoln Road / Wilsey Flood Resilience
 - V. Glazier Road Flood Resilience
 - VI. Aquarius Street Flood Resilience
 - VII. Riverside Drive Flood Resilience West
 - VIII. Lincoln Heights Property Mitigation
 - IX. Riverside Drive Flood Resilience East
 - X. Riverside Drive / Watters Flood Resilience
 - XI. Union Street Flood Resilience
 - XII. Lower St Marys Flood Resilience
 - XIII. WWTP Flood Resilience
- B. **Stormwater Upgrades** (Improved resilience from culverts, storm sewers & sewers, attenuation ponds/Wetlands) (5 projects): The current "minor system" is constructed to inconsistent criteria and had been built in disjointed sections. The "major system" either did not exist or was not designed to today's standards (culverts designed to 1:50 year flood events). The new "minor system" will be built to a 1:10 year flood event design standard and account for area

flows. The “major system” will be constructed to a 1:100 year flood event with a 20% allowance for impacts from climate change.

- I. Killarney Brook Flood Resilience (A,B,C project locations)
- II. Phyliss Creek Attenuation Pond/Wetland
- III. Killarney Brook North of Ring Road

C. **Asset Hardening** (Improved resilience for lift stations, berms and swales) (9 projects): Lift Stations are currently built at varying elevations and can be impacted by high river flooding events. The proposed berms do not currently exist. The lift stations will be upgraded to be not impacted by flood elevations of 9.0 m. This will ensure continuous use of the sewer system by residents in flood impacted areas. The swales will be constructed to manage a 1:100 year stormwater event to align with the City’s “major system”.

- I. Lift Station: Riverside Drive #3
- II. Lift Station: Burpee Street
- III. Lift Station: McMinniman Court
- IV. Lift Station: Waterloo Row
- V. Lift Station: Dodona
- VI. Lincoln Heights Swale
- VII. Waterloo Row Flood Resilience
- VIII. Saint Annes Point Drive
- IX. Devonshire Drive

D. **Shoreline Protection/Stabilization** (Protection to water and sewer lines along St John River) (1 project): The current St John River banks are eroding, which are placing water and sewer lines at risk. The Project will repair and stabilize approximately 150 metres of shoreline to protect the existing water and sewer systems.

- I. Saint John River Shoreline Stabilization (Approximately 150 metres)

B1.2 Expected Results at Project completion

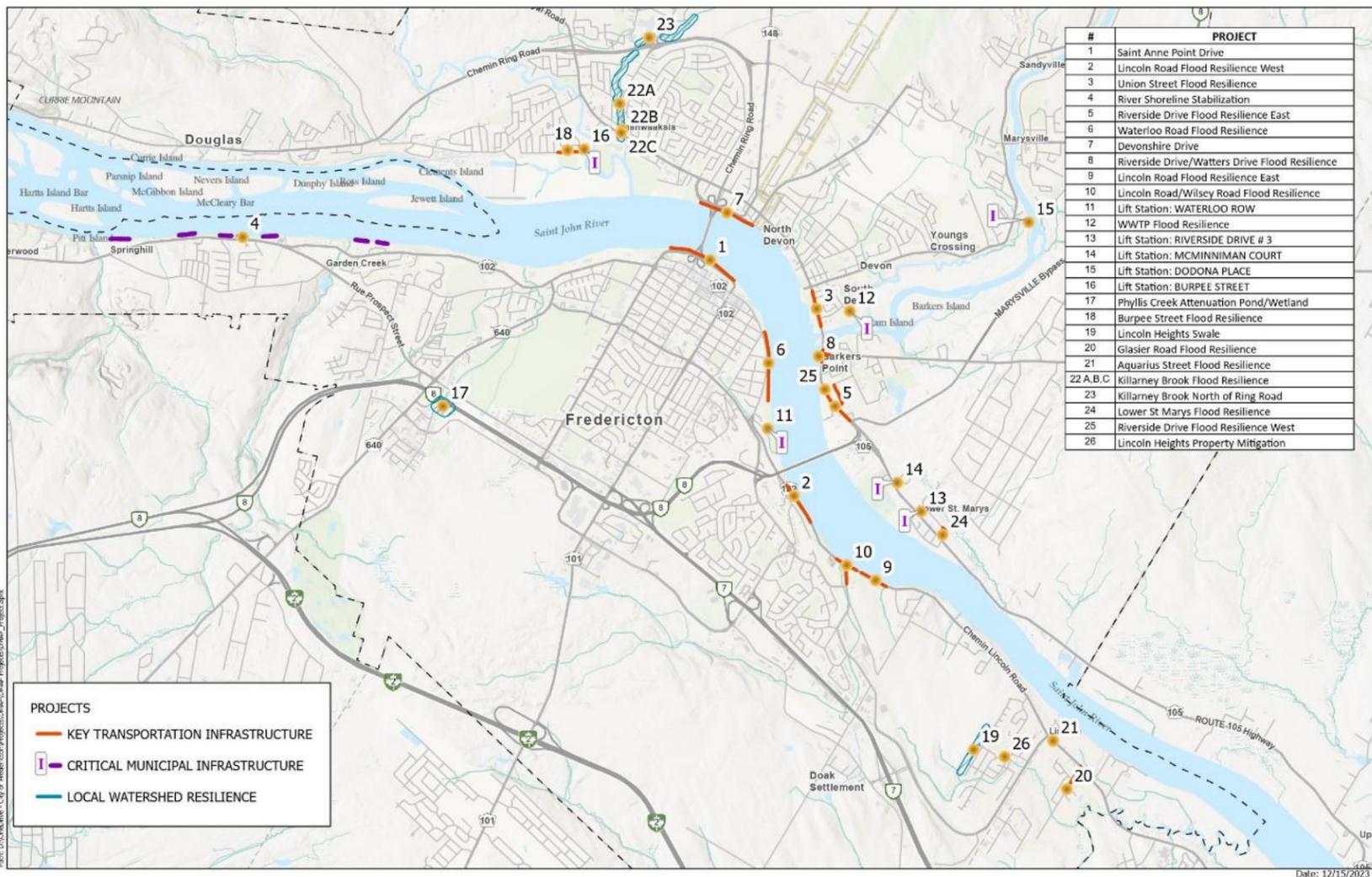
Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	A. 13 B. 5 C. 9 D. 1	A. 13 B. 5 C. 9 D. 1	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. 40 years B. 50 years C. 30 years D. 0 years	A. 80 years B. 80 years C. 80 years D. 50 years	
	Performance of newly built or improved infrastructure Assets (ex. m ³)	A. Flood protection to 7m flood elevation B. Protection from 1:50 year flood events C. 0 D. 0m	A. Flood protection to 9m flood elevation B. Protection from 1:100 year flood events + 20% for climate change C. Protection from flood elevations of 9.0 m / 1:100 year stormwater event D. Approx.150 m stabilized	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	> 15%	< 5%	
	Percentage of local economic losses per hazard	<10%	< 5%	
	Percentage of population without essential services during hazard	> 20%	≥ 2% and ≤ 10%	
	Number of missing people/lives lost	< 10	< 5	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	< 10%	> 20%	

Minimum Federal Requirements	<p>All projects under the DMAF must meet the following federal requirements:</p> <p>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</p> <p>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</p>
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B1.3 Project Boundaries:

Project Component	Midpoint km	Project Component Mid-Points	
		CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
1	See map	45 57 54.02091636	66 38 31.80969373
2	See map	45 56 13.87860360	66 37 40.57135680
3	See map	45 57 33.40741320	66 37 26.98557960
4	See map	45 58 03.24049080	66 43 16.05572760
5	See map	45 56 52.03436785	66 37 15.67597892
6	See map	45 57 10.34962920	66 37 56.13378960
7	See map	45 58 14.17961640	66 38 21.58480320
8	See map	45 57 13.24748638	66 37 25.73924755
9	See map	45 55 38.10776167	66 36 50.89736031
10	See map	45 55 44.54971680	66 37 08.52178800
11	See map	45 56 42.48394800	66 37 56.58860280
12	See map	45 57 32.41456046	66 37 06.83986715
13	See map	45 56 07.35035280	66 36 23.36816880
14	See map	45 56 19.62691080	66 36 37.82372400
15	See map	45 58 10.28417160	66 35 18.08571480
16	See map	45 58 40.99791360	66 39 48.51474480
17	See map	45 56 51.67039270	66 41 14.01485532
18	See map	45 58 40.54464120	66 39 58.53936600
19	See map	45 54 26.24225627	66 35 51.17171154
20	See map	45 54 09.55245240	66 34 54.57369000
21	See map	45 54 30.04943040	66 35 02.92318800
22A	See map	45 59 00.34089989	66 39 26.92163334
22B	See map	45 58 49.30322534	66 39 25.35279486
22C	See map	45 58 47.99031744	66 39 26.06856917
23	See map	45 59 28.44200531	66 39 09.16488808
24	See map	45 55 57.46704402	66 36 10.24851680
25	See map	45 56 59.18634080	66 37 21.88961712
26	See map	45 54 23.23837580	66 35 32.33880373

Project Map:



B2. Project Components and Cashflow

Project Components	Estimated Expenditures			Forecast									
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year									
				2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
Project Cost	\$28,250,000	\$28,250,000	\$11,300,000	\$3,500,000	\$1,900,000	\$1,700,000	\$1,500,000	\$1,200,000	\$450,000	\$450,000	\$600,000	\$	\$
Land acquisition (only for natural infrastructure)	\$250,000	\$250,000	\$100,000	\$	\$	\$	\$100,000	\$	\$	\$	\$	\$	\$
Total	\$28,500,000	\$28,500,000	\$11,400,000	\$3,500,000	\$1,900,000	\$1,700,000	\$1,600,000	\$1,200,000	\$450,000	\$450,000	\$600,000	\$	\$

B3. Total Financial Assistance (must add up to total project expenditures):

Recipient: \$ 17,100,000

Canada: \$11,400,000

Other contributors: \$0

SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

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

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

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.

C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this 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 the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

C.3 GOVERNANCE

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (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) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Infrastructure Canada's website (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).
- b) 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 infphoto@infrastructure.gc.ca along with the Project name and location.

C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and

remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per subsection 8.1 b) (Progress Report).

C.8 ADVERTISING CAMPAIGNS

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

SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities, and the City of Fredericton (the “Recipient”), concerning the Multiple Natural and Structural Infrastructure Projects to Adapt to Pluvial and Fluvial Flood Events in Fredericton Project (the “Agreement”).

I, _____ (Name E.G. Recipient Co-Chair, or Project Manager, or Site Foreman), hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

1. The City of Fredericton has received the following documents for the Multiple Natural and Structural Infrastructure Projects to Adapt to Pluvial and Fluvial Flood Events in Fredericton Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer) for the Project.
 - ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]
2. Based on the above documents and the representations made to me by the professionals, I declare to the best of my knowledge and belief that the Project:
 - i. has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description) of the Agreement.
 - ii. was carried out between the dates _____ (start date) and _____ (Substantial Completion Date).
3. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City), in _____ (Province/Territory)
this _____ day of _____, 20____.

(Signature)