May 3, 2016

Dear [Redacted],

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: IGA-03-2016]

This is to confirm that on April 8, 2016, The Intergovernmental Affairs Secretariat received your request for access to the following records/information:

Please provide a copy of the Small Communities Fund - Building Canada Fund agreement signed by Minister Joyce on or around March 8, 2016. Please also include any appendices or lists of approved projects attached to this agreement.

I am pleased to inform you that a decision has been made by the Deputy Minister for Intergovernmental Affairs to provide access to the requested information. We have also decided to proactively release to you the Amending Agreement NO.2 Canada-Newfoundland and Labrador Building Canada Fund Agreement for Core National Highway System and Local Road Infrastructure Projects.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed. Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

If you have any further questions, please feel free to contact me by telephone at (709) 729-2839 or by e-mail at herbsimms@gov.nl.ca.

Sincerely,

HERB SIMMS
ATIPP Coordinator
This Agreement is made as of the date of last signature

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Municipal Affairs ("Newfoundland and Labrador"), and the Minister for Intergovernmental Affairs ("Newfoundland and Labrador")

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

WHEREAS the Government of Canada established the New Building Canada Fund ("NBCF") under the Economic Action Plan 2013, which includes funding of $14 billion over 10 years as a renewed commitment to infrastructure priorities across Canada;

AND WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the program entitled the New Building Canada Fund ("NBCF") a component of which is the Small Communities Fund ("SCF");

AND WHEREAS the NBCF provides $1 billion over 10 years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, and support economic growth, a clean environment and stronger communities;

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

"Agreement" means this agreement and all schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2024.

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

"Community" means a local government established pursuant to applicable provincial legislation. That is having the legal status of a local government pursuant to provincial legislation in Newfoundland and Labrador.

"Effective Date" means the date of last signature of this Agreement.

"Eligible Project Category" means a class of capital infrastructure listed in Schedule B (Eligible Project Categories).
"Eligible Expenditures" means those costs incurred and paid that are eligible for reimbursement by Canada as set out in Schedule C (Eligible and Ineligible Expenditures) that have been approved as part of a Project approval.

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

"Oversight Committee" means the committee established pursuant to Section 4 ("Oversight Committee").

"Progress Report" means a report submitted in accordance with Schedule F (Reporting).

"Project" or "Projects" means one or more projects that are incorporated by reference into this Agreement upon approval by Canada under the SCF.

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

"Project Completion Date" means the date as shown on the executed Declaration of Completion as set out in Schedule G (Declaration of Completion).

"Ultimate Recipient" means an entity listed below whose Project is situated within, or is for the benefit of a Community with a population of less than one hundred thousand (100,000), as determined by Statistics Canada – Final 2011 Census:

a) a municipal or regional government established by or under Newfoundland and Labrador legislation
b) a provincial entity or public sector body (e.g., a department, corporation or agency) that provides municipal-type infrastructure services to communities, established under Newfoundland and Labrador legislation;
c) a band council within the meaning of section 2 of the Indian Act; or a government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and an Aboriginal people of Canada, that has been approved, given effect and declared valid by federal legislation;
d) a private sector body, including for-profit organizations and not-for-profit organizations, whose application is supported by a municipal or regional government referred to above by way of a resolution from the municipal or regional government council.

"Ultimate Recipient Agreement" means an agreement between Newfoundland and Labrador and the Ultimate Recipient under the SCF.

1.2 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 Canada to Newfoundland and Labrador 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.
1.4 SCHEDULES
The following schedules are attached to, and form part of this Agreement:
Schedule A – Allocation
Schedule B – Eligible Project Categories
Schedule C – Eligible and Ineligible Expenditures
Schedule D – Project Information
Schedule E – Claim Declaration
Schedule F – Reporting
Schedule G – Declaration of Completion
Schedule H – Communications Protocol

2. PURPOSE OF AGREEMENT
The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to Newfoundland and Labrador for Projects.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

a) Canada agrees to provide funding to Newfoundland and Labrador in a total amount not to exceed thirty-four million, nine hundred and one thousand, eight hundred and twenty-eight dollars ($34,901,828) to be paid in accordance with the estimated Fiscal Year breakdown in Schedule A (Allocation) for Eligible Expenditures.

b) The maximum federal funding to a Project, from all federal sources, will not exceed one third (33.33%) of the total Eligible Expenditures for that Project. Notwithstanding the foregoing, the maximum federal funding from all sources to provincially-owned highways and major roads, and public transit Projects will not exceed one-half (50%) of the total Eligible Expenditures for a Project.

c) Notwithstanding subsection 3.1(b) (Commitments by Canada), the maximum federal funding to a Project, from all federal sources will not exceed one quarter (25%) of the total Eligible Expenditures for a Project that is delivered as a public-private partnership or implemented by an Ultimate Recipient that is from the for-profit private sector.

d) Newfoundland and Labrador may allocate up to one percent (1%) of Canada's total funding for incremental administration costs incurred in the delivery of the SCF by Newfoundland and Labrador.

e) Notwithstanding subsection 3.1(b) (Commitments by Canada), only funding received from the First Nations Infrastructure Fund will be included in the maximum federal funding for Projects advanced by an Ultimate Recipient identified in subsection (c) of the definition of “Ultimate Recipient”. All other sources of funds received by that Ultimate Recipient for that Project from Aboriginal Affairs and Northern Development Canada will not count toward the maximum federal funding.

f) The Parties agree that Canada’s role is limited to providing funding to Projects and that Canada will have no involvement in the implementation of any Project or its operation. Canada is neither a decision-maker nor an administrator to a Project.

3.2 COMMITMENTS BY NEWFOUNDLAND AND LABRADOR

a) Newfoundland and Labrador will provide funding for the Eligible Expenditures of a Project in an amount at least equal to Canada’s funding for that Project.

b) Unless Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will enter into an Ultimate Recipient Agreement with each Ultimate Recipient and require that Ultimate Recipient Agreements are consistent with but are no less favourable to Canada than the relevant provisions of this Agreement. All such provisions will apply to Newfoundland and Labrador if it is an Ultimate Recipient.
c) Newfoundland and Labrador will require that the Ultimate Recipient completes the Project, which will be a condition of the Ultimate Recipient Agreement, and Newfoundland and Labrador will ensure that this requirement is enforced. Newfoundland and Labrador will ensure that the Ultimate Recipient claims only Eligible Expenditures in a diligent and timely manner and the Ultimate Recipient is responsible for any unapproved expenditures and cost overruns.

3.3 APPROPRIATIONS

a) 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.

b) Canada acknowledges that any contribution to the Project by Newfoundland and Labrador is subject to an appropriation by the Newfoundland and Labrador Legislature.

3.4 FISCAL YEAR BUDGETING

a) The maximum amount of funding payable by Canada for each Fiscal Year is set out in Schedule A (Allocation);

b) If the actual amount payable by Canada in respect of any Fiscal Year is less than the estimated amount in Schedule A (Allocation), Newfoundland and Labrador may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations), Canada agrees to make reasonable efforts to accommodate Newfoundland and Labrador’s request. Newfoundland and Labrador 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 funding is not approved, the amount of Canada’s funding payable pursuant to Sections 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the funding payable by Canada pursuant to Section 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Projects by the Ultimate Recipients and to adjust the terms and conditions of this Agreement as appropriate.

4. OVERSIGHT COMMITTEE

4.1 ESTABLISHMENT

Within sixty (60) business days of the Effective Date, the Parties will establish an Oversight Committee to monitor the implementation of the Agreement.
4.2 **MEMBERSHIP OF THE COMMITTEE**

The Oversight Committee will be comprised of four (4) members: two (2) co-chairs, one of whom is to be appointed by Canada and designated as Federal Co-Chair, and one of whom is to be appointed by Newfoundland and Labrador and designated as the Newfoundland and Labrador Co-Chair; and two (2) regular members, one appointed by Canada and one appointed by Newfoundland and Labrador. Replacement members from either Party may, from time to time, be appointed. The Parties shall keep each other informed in writing of new appointments.

4.3 **MANDATE**

The Oversight Committee will:

a) serve as the principal forum to develop joint management guidelines for this Agreement and address issues arising from the implementation of the guidelines and this Agreement;

b) the Oversight Committee Co-chairs will examine any issues or disagreements that arise, and will, in good faith and reasonably, attempt to resolve potential disputes;

c) subject to Section 3.1 (a) (Commitments by Canada), amend Schedule A (Allocation) based on forecasted expenditures for the Fiscal Year; and;

d) ensure that an outcomes report is prepared periodically on completed Projects and their contribution to economic growth, a clean environment and stronger communities.

4.4 **TERMS OF REFERENCE**

The Oversight Committee will adopt terms of reference that will, in a manner consistent with this Agreement, at a minimum provide for:

a) Oversight Committee quorum, roles, duties, procedures, and frequency of meetings;

b) periodic review and amendment of the terms of reference; and

c) dissolution of the Oversight Committee once all activities, including audits, reporting, and final adjustments have been completed.

4.5 **RECOMMENDATIONS AND DECISIONS**

All decisions and recommendations of the Oversight Committee will be unanimous and recorded in writing.

5. **PROJECT IDENTIFICATION AND IMPLEMENTATION**

5.1 **PROJECT IDENTIFICATION AND APPROVAL**

a) Newfoundland and Labrador will manage the identification and selection of potential projects in accordance with Schedule B (Eligible Project Categories).

b) Newfoundland and Labrador will propose potential projects to the Oversight Committee with the information outlined in Schedule D (Project Information) at a frequency to be determined by Newfoundland and Labrador.

c) The Oversight Committee will recommend approval of Projects by Canada.

5.2 **PROJECT AMENDMENTS**

Newfoundland and Labrador will be responsible to oversee and administer any Project amendments submitted by Ultimate Recipients in regards to the scope, timing and location of a Project provided that:

a) any federal funding paid for Eligible Expenditures incurred and paid for a Project will be returned to the Newfoundland and Labrador allocation should the Project be cancelled; and,

b) Canada will promptly be informed of any changes to the location of a Project.
5.3 DISPOSAL OF ASSETS

a) Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require the Ultimate Recipient to retain title to and ownership of an Asset for five (5) years after the Project Completion Date.

b) If at any time within five (5) years from the Project Completion Date of a Project, an Ultimate 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, Newfoundland and Labrador, a Local Government, or with Canada’s consent, the Ultimate Recipient may be required to reimburse Canada, via Newfoundland and Labrador, any funds received from Canada and Newfoundland and Labrador for the Project.

6. ENVIRONMENTAL ASSESSMENT

Canada’s funding for a Project is conditional upon Canada being satisfied that its obligations under the Canadian Environmental Assessment Act, 2012 (CEAA, 2012) are met.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

a) Canada will, upon review and acceptance of a claim, provide funding under this Agreement provided that a summary claim form and a declaration from an authorized Departmental Chief Financial Officer of Newfoundland and Labrador substantially in the form set out in Schedule E (Claim Declarations) confirming that all expenditures claimed for reimbursement are in accordance with the provisions of this Agreement, is submitted to Canada:

i. on a quarterly basis of the Fiscal Year in which the Eligible Expenditures were incurred and paid and no later than the year following the Fiscal Year in which the Eligible Expenditures were incurred and paid; and;

ii. claims must be submitted to Canada by no later than December 31, 2023.

b) Canada will not have an obligation to make a payment unless and until Canada has received and is satisfied with Progress Reports in accordance with subsection 8.1 (Progress Reports).

7.2 RETENTION OF CONTRIBUTION

Canada may retain up to five percent (5%) of its funding under this Agreement. Any amount retained by Canada will be released by Canada when Newfoundland and Labrador fulfills all of its obligations under this Agreement.
8. REPORTING, AUDITS AND EVALUATION

8.1 PROGRESS REPORTS
Progress Reports will be submitted to Canada on a semi-annual basis in accordance with Schedule F (Reporting).

8.2 PROJECT COMPLETION
Newfoundland and Labrador will submit to Canada on a semi-annual basis Declarations of Completion in the form set out in Schedule G (Declaration of Completion) executed by an authorized senior official of Newfoundland and Labrador for Projects in the Fiscal Year in which a Project is completed.

8.3 AUDITS
a) The Oversight Committee will be responsible for establishing and overseeing an audit plan.

b) Canada may, at its discretion, and in consultation with Newfoundland and Labrador conduct audits during the term of this Agreement and up to two years after the Agreement End Date. The timing of such audits will be determined in collaboration with Newfoundland and Labrador and will be carried out by external independent auditors. Any costs associated with the conduct of such audits will be the responsibility of Canada.

c) Canada agrees to consult with Newfoundland and Labrador on the findings of any audit before they are made public.

d) Newfoundland and Labrador agrees to ensure the prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

8.4 RECORD KEEPING
Newfoundland and Labrador will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of any Project, for at least six (6) years after the Agreement End Date and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

8.5 EVALUATION
Canada will, at its cost, complete periodic evaluations of the NBCF program and its components to review the relevance and performance (i.e. effectiveness, efficiency and economy) of the program. Newfoundland and Labrador agrees to provide information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

9. 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 and will, in good faith and reasonably, attempt to resolve potential disputes as soon as possible and in any event within thirty (30) business days within 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.

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 any contentious issue or dispute raised by either Party may be suspended by Canada 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 either Party to terminate this Agreement.
10. INDEMNIFICATION

Newfoundland and Labrador will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement, an Ultimate Recipient Agreement or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

11. COMMUNICATIONS

The Parties shall comply with the communications protocol set out in Schedule H (Communications Protocol).

12. GENERAL

12.1 SURVIVAL

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

12.2 ACCOUNTING PRINCIPLES

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

12.3 REPAYABLE CONTRIBUTIONS

Any funding provided to an Ultimate 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 Canada.

12.4 COUNTERPART SIGNATURE

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

12.5 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.

12.6 AMENDMENTS

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

12.7 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.
12.8 NOTICE

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

for Canada:
Assistant Deputy Minister
Program Operations Branch
Infrastructure Canada
180 Kent Street
Ottawa, Ontario
K1P 0B6;

or to such other address or facsimile number or addressed to such other person as Canada may, from time to time, designate in writing to Newfoundland and Labrador; and

for Newfoundland and Labrador:
Assistant Deputy Minister
Municipal Infrastructure Programs
Department of Municipal Affairs
P.O. Box 8700
St. John’s, NL A1B 4J6

or such other address or facsimile number or addressed to such other person as Newfoundland and Labrador, from time to time, designate in writing to Canada.

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

12.9 COMPLIANCE WITH LAWS

Newfoundland and Labrador and Canada will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of a Project and any common law obligations to consult with, and where appropriate, accommodate, Aboriginal groups.

12.10 GOVERNING LAW

This Agreement is governed by the laws applicable in the province of Newfoundland and Labrador.
SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs, and on behalf of Her Majesty the Queen in right of the Province of Newfoundland and Labrador by the Minister of Municipal Affairs and the Minister for Intergovernmental Affairs.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

The Honourable Amarjeet Sohi
Minister of Infrastructure, Communities and Intergovernmental Affairs

Date

March 8/2016

The Honourable Dwight Ball
Minister for Intergovernmental Affairs

Date

March 10, 2016
SCHEDULE A – ALLOCATION

Canada’s total funding will be allocated in accordance with the estimated Fiscal Year breakdown below:

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<th>Canada ($)</th>
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<td>TOTAL</td>
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SCHEDULE B - ELIGIBLE PROJECT CATEGORIES

Infrastructure is defined as "publicly or privately owned tangible capital assets in Canada primarily for public use or benefit." Eligible Projects will be for the acquisition, construction, renewal, rehabilitation or material enhancement of infrastructure.

**Highways and Major Roads Infrastructure**
- Highways and major roads, including bridges and tunnels that are:
  - Part of the National Highway System;
  - High capacity roads such as freeways, expressways or major arterials with an Annual Average Daily Traffic count greater than 3000 vehicles;
  - Highways and roads related to natural resource development opportunities;
  - Road/rail grade separations on one of the above highways or major roads.

**Public Transit Infrastructure**
- Transit Infrastructure and rolling stock, including but not limited to, bus rapid transit, light rail transit, subways, buses, urban passenger ferries and regional commuter rail;
- Transit facilities and supporting infrastructure, including but not limited to transit queue-jump lanes, reserved bus lanes, turning lanes or other related enhancements in support of public transit, streetcar/trolley infrastructure, storage and maintenance facilities, security enhancements, and transit passenger terminals;
- Intelligent Transportation Systems (ITS) in support of public transit services.

**Disaster Mitigation Infrastructure**
- Public Infrastructure that protects from, prevents, reduces the impact and/or likelihood of, or mitigates the potential damage resulting from natural hazards, including impacts or events related to climate change.

**Connectivity and Broadband Infrastructure**
- High-speed backbone;
- Point of presence;
- Local distribution within communities;
- Satellite capacity.

**Innovation**
- Post-secondary research and development laboratories and centres, and related teaching facilities;
- Office space for the purpose of conducting research and development;
- Research libraries associated with the research laboratories and centres.

**Wastewater Infrastructure**
- Wastewater treatment facilities or systems;
- Wastewater collection systems;
- Separation of combined sewers and/or combined sewer overflow control, including real-time control and system optimization;
- Separate storm water collection systems and/or storm water treatment facilities or systems;
- Wastewater sludge treatment and management systems.

**Green Energy Infrastructure**
- Reinforcement, expansion of existing and construction of new transmission grids to transmit clean electricity; including smart grid technologies;
• Renewable Electricity Generation facilities (e.g., wind energy, solar energy, small scale hydro);
• Thermal heat/cooling delivery system (i.e., district energy systems) using renewable or combined heat/power plants;
• Projects for new or material rehabilitation or expansion of carbon transmission and storage infrastructure;
• Electric Vehicle Infrastructure; or
• Clean coal facilities.

**Drinking Water Infrastructure**

• Drinking water treatment infrastructure; or
• Drinking water distribution systems (may include metering as part of a larger project).

**Solid Waste Management Infrastructure**

• Waste diversion infrastructure (e.g., recycling, composting, anaerobic digestion, eco-centers); or
• Waste disposal infrastructure (e.g., thermal processes, landfill gas recovery).

**Brownfield Remediation and Redevelopment Infrastructure**

• Remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
  - The construction of public infrastructure as identified in the context of any category under the SCF; and/or
  - The construction of municipal use public parks and affordable housing.

**Local and Regional Airport Infrastructure**

• Aeronautical and/or non-aeronautical infrastructure in airports that are accessible all year-round:
  - Aeronautical infrastructure includes, but is not limited to: runways, taxiways, aprons, hangars, lighting, aids to navigation (Navaids), maintenance sheds, airside mobile equipment and associated shelters, air terminal buildings, and groundside safety-related infrastructure; or
  - Non-aeronautical infrastructure such as groundside access, inland ports, parking facilities, and commercial and industrial activities.

National Airport System (NAS) and federally owned airports and federal assets are not eligible for funding.

**Shortline Rail Infrastructure**

• New construction, additional capacity, or rehabilitation of rail infrastructure, including:
  - Industrial branch lines to allow a railway to serve a group of companies, an industrial park, a logistic park, an intermodal yard, a multimodal facility, a port, a transfer facility, or a marine terminal;
  - Tracks and structures, excluding regular or deferred maintenance, to ensure safe travel at speeds deemed acceptable for safe and efficient operations;
  - Facilities to improve the interchange of goods between modes; or
  - Capitalized equipment for loading/unloading required for expansion of short line rail.

**Short Sea Shipping Infrastructure**

• The following capitalized and fixed port infrastructure that increases short sea shipping capacity:
  - Wharves and associated infrastructure;
  - Intermodal facilities, multi-modal or transfer facilities; or
- Capitalized and fixed equipment for loading/unloading required for expansion of short sea shipping.

SCHEDULE C – ELIGIBLE AND INELIGIBLE EXPENDITURES

C1 ELIGIBLE EXPENDITURES

Eligible Expenditures will include only the following:

a) the capital expenditures for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset, as defined and determined according to accounting principles generally accepted in Canada;

b) expenditures directly associated with joint federal communication activities (press releases, press conferences, translation, etc.) and with project signage related to funding - recognition set out in Schedule H (Communication Protocol);

c) all planning (including plans and specifications) and assessment expenditures specified in the Agreement such as the expenditures for environmental planning, surveying, engineering, architectural supervision, testing and management consulting services. Canada will contribute no more than 15% of its funding to these expenditures;

d) the expenditures for engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the Canadian Environmental Assessment Act 2012 and the expenditures of remedial activities, mitigation measures and follow-up identified in any environmental assessment;

e) the expenditures for Project-related signage, lighting, Project markings and utility adjustments;

f) expenditures for Aboriginal consultation;

g) recipient audit and evaluation expenditures as specified in the Agreement;

h) the incremental expenditures of the Ultimate Recipient’s employees or leasing of equipment may be included as eligible expenditures under the following conditions:

i. The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;

ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and

iii. The arrangement is approved in advance and in writing by Newfoundland and Labrador.

i) leasing of equipment related to the construction of the Project; and,

j) other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

The direct incremental expenses incurred by Newfoundland and Labrador for the administration of the Agreement may be considered eligible expenditures, up to a maximum of one percent (1%) of the total allocation.

C2 INELIGIBLE EXPENDITURES

The following are deemed ineligible expenditures:

a) expenditures incurred before the approval of the Project by Canada;

b) expenditures incurred after the Project Completion Date with the exception of expenditures related to audit and evaluation requirements pursuant to the Agreement;

c) the expenditures related to developing a business case or proposal for funding;

d) the expenditures related to purchasing land, buildings and associated real estate and other fees;

e) financing charges and interest payments on loans;

f) leasing land, buildings, equipment and other facilities;

g) furnishings and non-fixed assets which are not essential for the operation of the Project.
h) general repairs and maintenance of a Project and related structures, unless they are part of a larger capital expansion project;

i) services or works normally provided by the Ultimate Recipient, incurred in the course of implementation of the Project, except those specified as eligible expenditures;

j) the expenditures related to any goods and services which are received through donations or in kind;

k) any overhead expenditures, including salaries and other employment benefits of any employees of the Ultimate Recipient, direct or indirect operating or administrative expenditures of Ultimate Recipients, and more specifically expenditures related to planning, engineering, architecture, supervision, management and other activities normally carried out by staff except in accordance with subsections 1c) and 1h) in the Eligible Expenditures above;

l) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other expenditures eligible for rebates;

m) for administration of this Agreement administration expenditures involving the salaries and benefits of existing staff and general administration expenditures unrelated to Agreement implementation; and,

n) legal fees.
SCHEDULE D – PROJECT INFORMATION

Newfoundland and Labrador will ensure that projects proposed to the Oversight Committee include the following information, attest to its accuracy and validity, and will confirm and attest to project eligibility and viability:

- An identification of the Ultimate Recipient;
- A Project title, location, including confirmation if it is located on federal land, requires Aboriginal consultation and an environmental assessment, and description clearly demonstrating eligibility as per Schedule B – Eligible Projects Categories;
- Total Eligible Expenditures and a breakdown of all funding sources;
- Project timelines, including the estimated start date and Project Completion Date.
SCHEDULE E – CLAIM DECLARATION

CLAIM DECLARATION

In the matter of the agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada") and Her Majesty the Queen in right of the Province of Newfoundland and Labrador as represented by the Minister of Municipal Affairs and the Minister for Intergovernmental Affairs ("Newfoundland and Labrador"), concerning the New Building Canada Fund - Small Communities Fund (the "Agreement"):

I, [INSERT NAME], [INSERT TITLE] with Newfoundland and Labrador, declare as follows:

1. That I hold the position of __________________________ with Newfoundland and Labrador and as such have knowledge of the matters set forth in this Claim Declaration and believe this Claim Declaration to be true.

2. I am duly authorized by Newfoundland and Labrador to give this Claim Declaration.

3. I have read and understood the Agreement and the claim by Newfoundland and Labrador dated the same date as this Claim Declaration, and have knowledge of the business and affairs of Newfoundland and Labrador and have made such examinations or investigations as are necessary to give this declaration and to ensure that the information contained herein is true and accurate.

4. This declaration is submitted for claim # ________ in support of Eligible Expenditures incurred and paid in accordance with Schedule C (Eligible and Ineligible Expenditures) of the Agreement.

5. The information submitted by __________________________ the Ultimate Recipient for the Project in support of the Eligible Expenditures incurred and paid is accurate and complete in all material respects, and is in accordance with the terms of the Agreement.

6. Newfoundland and Labrador, at the date of this Claim Declaration, has met all terms and conditions of the Agreement that are required to be met by it on or prior to that date.

7. All representations and warranties of the Newfoundland and Labrador contained in the Agreement are true and accurate in all respects at the date of this Claim Declaration.

Dated, this ________ day of ___________ 20__

____________________________________
Signature

[INSERT NAME]
SCHEDULE F – REPORTING

PROGRESS REPORT

On a semi-annual basis, Newfoundland and Labrador will provide to Canada a Progress Report, in a format acceptable to Canada, consisting of the following information:

<table>
<thead>
<tr>
<th>Ultimate Recipient’s Legal Name</th>
<th>Select</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Unique Identifier</td>
<td>Text</td>
</tr>
<tr>
<td>Project Title</td>
<td>Text</td>
</tr>
<tr>
<td>Progress Note</td>
<td>Text</td>
</tr>
<tr>
<td>Federal Funding (Eligible Expenditures)</td>
<td>Numeric</td>
</tr>
<tr>
<td>Provincial Contribution (Eligible Expenditures)</td>
<td>Numeric</td>
</tr>
<tr>
<td>Ultimate Recipient’s Contribution (Eligible Expenditures)</td>
<td>Numeric</td>
</tr>
<tr>
<td>Other Contribution (Eligible Expenditures)</td>
<td>Numeric</td>
</tr>
<tr>
<td>Eligible Expenditures Claimed to date</td>
<td>Numeric</td>
</tr>
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<td>Federal Signage Installed</td>
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<tr>
<td>Actual Construction Start Date</td>
<td>(YYYY-MM-DD)</td>
</tr>
<tr>
<td>Actual Construction End Date</td>
<td>(YYYY-MM-DD)</td>
</tr>
<tr>
<td>Environmental Assessment Required?</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Aboriginal Consultation Required?</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
SCHEDULE G – DECLARATION OF COMPLETION

In the matter of the agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada") and Her Majesty the Queen in right of the Province of Newfoundland and Labrador as represented by the Minister of Municipal Affairs and the Minister for Intergovernmental Affairs ("Newfoundland and Labrador"), concerning the New Building Canada Fund - Small Communities Fund (the "Agreement"):

I, ________________________, (Name), of the City of __________________________, Province of __________________________, declare as follows:

I hold the position of ________________________ with Newfoundland and Labrador and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

Based on the representations made to me by Insert Ultimate Recipient for the Project, I declare to the best of my knowledge and belief that the Project titled X, as approved by Canada on X, X, 20__ under the Agreement has reached Project Completion as defined in the Agreement on the ________ day of ______________ 20__ (Project Completion Date).

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)
this ________ day of ______________, 20__.

________________________________________
(Signature)
SCHEDULE H - COMMUNICATIONS PROTOCOL

PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to communications activities related to SCF-funded Projects.

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

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

1. GUIDING PRINCIPLES

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

Communications activities undertaken through this Communications 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.

The communications activities undertaken jointly by Canada, Newfoundland and Labrador and the Ultimate Recipient shall recognize the funding of all Parties to the Projects.

2. GOVERNANCE

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

Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to the Ultimate Recipient and for requiring their compliance.

Newfoundland and Labrador shall communicate to Ultimate Recipients any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

3. DISPUTES, MONITORING AND COMPLIANCE

The Oversight Committee will monitor the Parties' compliance with this Schedule, and may, at its discretion, advise the Parties of issues and required adjustments. Should there be any disagreement or contentious issues with this Schedule, Section 9 (Dispute Resolution) shall be followed.

4. PROGRAM COMMUNICATIONS

Notwithstanding Section 6 of this Communications Protocol (Media Events and Announcement) for Projects, Canada retains the right to meet its obligations to communicate information to Canadians about the SCF and the use of funds through its own communications products and activities.

Canada and Newfoundland and Labrador may include general program messaging and Project examples in their own communications products and activities. The Party undertaking these activities will provide each Party, and Ultimate Recipient(s) as appropriate, with an opportunity to participate and shall recognize the funding of the Parties.
Canada, Newfoundland and Labrador and the Ultimate Recipient will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to Projects funded through the SCF and if web-based, from linking to it.

5. OPERATIONAL COMMUNICATIONS

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

Canada and Newfoundland and Labrador shall share information promptly with the other Parties should significant media inquiries be received or emerging media or stakeholder issues arise relating to the Project.

6. MEDIA EVENTS AND ANNOUNCEMENT FOR PROJECTS

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

Canada, Newfoundland and Labrador and the Ultimate Recipient will have regular media events about the funding and status of the Projects. Key milestones may be marked by public events, news releases and/or other mechanisms.

Each of the Parties or the Ultimate Recipient may request a media event.

Media events related to the Projects shall not occur without the prior knowledge and agreement of all the Parties and, as appropriate, the Ultimate Recipient.

The requestor of a media event shall provide at least 15 business days' notice to the other parties of their intention to undertake such an event. The event shall take place at a mutually agreed date and location.

The party undertaking these activities shall provide the opportunity for the other parties to participate through a designated representative and shall recognize the funding of all parties. Each party shall choose their own designated representative.

The conduct of all joint media events and products shall follow the Table of Precedence for Canada as outlined at www.pch.gc.ca/eng/1359384273319/1359384663213.

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

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

7. SIGNAGE

Canada, Newfoundland and Labrador and the Ultimate Recipient may each have a sign recognizing their funding contribution to the Projects.

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

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

Newfoundland and Labrador agrees to inform Canada of federal sign installations.

Federal signage shall be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
Federal signage shall be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. COMMUNICATIONS COSTS

The eligibility of expenditures related to communication activities will be subject to Schedule C (Eligible and Ineligible Expenditures).

9. COMMUNICATING SUCCESS STORIES

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

10. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and Newfoundland and Labrador may, at their own cost, organize an advertising or public information campaign related to the SCF or eligible Projects. However, such a campaign shall respect the provisions of this Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient shall inform the other parties of its intention no less than 21 business days prior to the campaign launch.
AMENDING AGREEMENT NO. 2
CANADA – NEWFOUNDLAND AND LABRADOR
BUILDING CANADA FUND

AGREEMENT FOR
CORE NATIONAL HIGHWAY SYSTEM AND LOCAL ROAD INFRASTRUCTURE PROJECTS
[2009-2010 / 2017-2018]

THIS SECOND AMENDING AGREEMENT made as of the date of the last signature.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs (“Canada”);

AND HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR, represented by the Minister of Transportation and Works and the Minister of Municipal and Intergovernmental Affairs (“Province” or “Newfoundland and Labrador”)

On March 30, 2010, Canada and Newfoundland and Labrador signed a contribution agreement, under the Building Canada Fund (BCF), to complete the Improvements to the National Highway System project. The federal contribution was specified to be 50% of eligible costs up to a maximum contribution of $45,200,000.

On December 16, 2010, Canada and Newfoundland and Labrador signed Amending Agreement No. 1 to add Project 2.0, Team Gushue Highway. The federal contribution was specified to be 50% of eligible costs up to a maximum of $22,500,000.

This Amending Agreement No. 2 will amend the contribution agreement to:

• Include the Trans-Canada Rehabilitation Highway Project near Gambo (Project 3.0). The federal government will contribute 50% of eligible costs to a maximum contribution of $3,900,000;

• Include the Trans-Canada Rehabilitation Highway Project near Whitbourne (Project 4.0). The federal government will contribute 50% of eligible costs to a maximum contribution of $3,400,000;

• Extend the term of the Agreement from March 31, 2016, to March 31, 2018, to allow sufficient time for completion of the Projects; and

• Reduce the federal contribution towards the Improvements to the National Highway System project (Project 1.0) by $974,494.35 due to lower than estimated final project costs.
BACKGROUND TO THE AGREEMENT

WHEREAS by virtue of the Order-in-Council PC 2013-0869, dated July 15, 2013, the President of the Queen's Privy Council for Canada was transferred the control and supervision of the Office of Infrastructure of Canada;

WHEREAS the Parties entered into an agreement dated March 30, 2010, setting out the terms and conditions for Canada’s contribution of fifty percent of Eligible Costs up to a maximum of $45,200,000 in federal funding for the Improvements to the National Highway System Project in Newfoundland and Labrador ("Agreement");

WHEREAS the Parties amended the Agreement on December 16, 2010 to add a contribution of 50% of total Eligible Costs up to a maximum of $22,500,000 in federal funding towards the Team Gushue Highway Project in Newfoundland and Labrador ("Amending Agreement No. 1");

WHEREAS on July 3, 2014, the Minister of Infrastructure and Communities approved a federal contribution of up to $3,900,000 towards the Trans-Canada Rehabilitation Highway Project near Gambo and a federal contribution of up to $3,400,000 towards the Trans-Canada Rehabilitation Highway Project near Whitbourne, subject to numerous conditions;

WHEREAS the Parties wish to further amend the Agreement to add two projects, the first being the Trans-Canada Rehabilitation Highway Project near Gambo and the second being the Trans-Canada Rehabilitation Highway Project near Whitbourne, and to add additional federal funding of 50% of total Eligible Costs for each Project up to a maximum of $3,900,000 and $3,400,000 respectively ("Amending Agreement No. 2");

WHEREAS this added funding is to be accounted for separately from Project 1.0 and Project 2.0;

AND WHEREAS the Parties wish to make other minor amendments to the Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Amending Agreement No. 2, Canada and Newfoundland and Labrador hereby agree as follows:

1. DEFINED TERMS

1.1 All capitalized words will, unless specifically defined in this Amending Agreement No. 2, have the meaning set out in the Agreement as amended from time to time.

2. AMENDMENTS TO THE AGREEMENT

2.1 The heading of the Agreement is deleted and replaced by the following:

CANADA – NEWFOUNDLAND AND LABRADOR
BUILDING CANADA FUND
AGREEMENT FOR
CORE NATIONAL HIGHWAY SYSTEM AND LOCAL ROAD INFRASTRUCTURE PROJECTS
[2009-2010 / 2017-2018]

2.2 The following definitions in Section 1.1 are deleted and replaced by:

"Agreement" means this contribution agreement, as amended by Amending Agreement No. 1 and Amending Agreement No. 2, and as may be amended from time to time.

"Project Completion Date" means twelve (12) months after the Substantial Completion Date but no later than March 31, 2017, except for audit and evaluation costs where the project completion date shall be March 31, 2018.

2.3 The following definition is added to Section 1.1:

"Surface Infrastructure System" ("SIS") means a secure, self-contained, collaborative web application developed by Canada for the financial management of federal contribution agreements.

2.4 Section 1.3 (Term of Agreement) is deleted and replaced by:

This Agreement will be effective as of the date this Agreement is signed by all parties ("Effective Date") and will terminate on the earlier of:

CANADA – NEWFOUNDLAND AND LABRADOR
Building Canada Fund
a) eighteen (18 months) after the Substantial Completion Date of the final Project; and

b) March 31, 2018

unless subject to early termination in accordance with this Agreement.

2.5 Section 1.5 (Accounting Principles) is deleted and replaced by the following:

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Canadian Institute of Chartered Accountants (CICA) Handbook - Accounting or, where applicable, the Public Sector Accounting Handbook.

2.6 Section 3.1 a) (Contribution by Canada) is deleted and replaced by the following:

a) Canada agrees, subject to the terms and conditions of this Agreement, including Schedule B, to pay a contribution to Newfoundland and Labrador of:

(i) not more than 50% of the total Eligible Costs for the Improvements to the National Highway System Project, but only up to a maximum of $44,225,505.65, in accordance with the Fiscal Year breakdown in Schedule 8.2;

(ii) not more than 50% of the total Eligible Costs for the Team Gushue Highway Project, but only up to a maximum of $22,500,000, in accordance with the Fiscal Year breakdown in Schedule 8.2;

(iii) not more than 50% of the total Eligible Costs for the Trans-Canada Rehabilitation Highway Project near Gambo, but only up to a maximum of $3,900,000, in accordance with the Fiscal Year breakdown in Schedule 8.2; and

(iv) not more than 50% of the total Eligible Costs for the Trans-Canada Rehabilitation Highway Project near Whitbourne, but only up to a maximum of $3,400,000, in accordance with the Fiscal Year breakdown in Schedule 8.2.

2.7 Section 4.2 a) (Aboriginal Consultation) is deleted and replaced by the following:

a) With respect to the following Projects, Improvements to the National Highway System, Team Gushue Highway, the Trans-Canada Highway Rehabilitation near Gambo, and the Trans-Canada Highway Rehabilitation near Whitbourne:

i. Canada has determined that no legal duty to consult Aboriginal groups arises in the context of these Projects. If as a result of changes to the Projects, or otherwise, Canada determines that a legal duty to consult arises, Newfoundland and Labrador agrees that all of Canada’s obligations pursuant to this Agreement will be suspended from the moment that Canada informs Newfoundland and Labrador that a legal duty to consult, and where appropriate, to accommodate is fulfilled.

ii. In the event that a legal duty to consult arises as described at subsection 4.2(a)(i), Newfoundland and Labrador agrees that the terms and conditions at subsection 4.2(b) will apply with respect to that Project.

2.8 Section 7.2 (HCOMS) is deleted and replaced by the following:

7.2 SURFACE INFRASTRUCTURE SYSTEM (SIS)

The Parties will use SIS or its successor, to process claims and payments and monitor progress under this Agreement. SIS, or its successor, will be available to the Recipient in both official languages. Modifications and improvements to the system may be made publicly available by Canada at its own expense.

2.9 Section 7.3 (Claim Procedures) is deleted and replaced by the following:

Claims will be submitted to Canada, in a form acceptable to Canada, and must include the following:

a) Certification, in SIS, by the Newfoundland and Labrador Co-chair or a
senior official designated, in writing, by Newfoundland and Labrador, as to
the accuracy of the information submitted in support of the claim;

b) Breakdown of expenses claimed, by Project listed in Schedule B;

c) For each expense, the invoice / Contract vendor name and number, the
period the expense was incurred, the date paid, and the category of
Eligible Costs in Schedule A to which each expense corresponds;

d) Identification of any deferred amounts; and

e) Upon request by Canada, any documentation in support of expenditures
claimed.

2.10 Section 7.4 (Time Limits for Claims) is deleted and replaced by the following:

Newfoundland and Labrador agrees to submit all claims for payment no later than
the earlier of:

a) twelve (12) months after a Project has been substantially completed; and


Canada will have no obligation to pay a claim submitted after this date.

2.11 Section 7.6 (Final Adjustments) is deleted and replaced by the following:

After Newfoundland and Labrador has submitted the final report and the final
audit as well as the Declaration/Certification of Substantial Completion of the
Project(s) by a Registered Professional and before March 31, 2018, the Parties
will jointly carry out a final reconciliation of all claims and payments in respect of
the Project(s) and make any adjustments required in the circumstances.

2.12 Section 7.7 (Holdback) is deleted and replaced by the following:

Canada may retain up to ten percent (10%) of its contribution under this
Agreement. Any amount retained by Canada will be released by Canada when
the final adjustments have been completed under Section 7.6 (Final Adjustments)
and the Recipient fulfills all of its obligations under this Agreement.

2.13 The following section is added to the Agreement as Section 13.16 (Interest on
Debts Due):

Debts due to the federal Crown by Newfoundland and Labrador under this
Agreement will not accrue interest in accordance with the federal Interest and
Administrative Charges Regulations.

2.14 Schedule B of the Agreement (The Projects) is deleted and replaced by a revised
Schedule B (The Projects), hereto attached as Annex A.

2.15 Schedule C.4 (Evaluation) is deleted and replaced by the following:

Joint Program Evaluations

Canada will conduct the joint formative program evaluation for the BCF following
the fourth (4) year of program operations (2011-12), in order to provide sufficient
time to obtain the assurance that the design and delivery of BCF remain within the
intended terms and conditions for the program life. The joint summative program
evaluation for BCF will be conducted in Fiscal Year 2015-16. The Province agrees
to provide information to Canada, as requested, during and following the
termination of the Agreement in respect of these evaluations.

The Province will prepare a retrospective analysis for each Project, to the
satisfaction of Canada, prepared from data collected following the Substantial
Completion of the Project and submitted before January 31, 2018, the costs of
which are eligible under this Agreement as identified in Schedule A. The
retrospective analysis will be used to evaluate whether the objectives of the
Project have been met.

3. EFFECT OF AMENDMENTS

3.1 Except for the amendments provided for in this Amending Agreement No. 2, the
obligations, covenants, and terms and conditions set forth in the Agreement will
continue to remain in full force and effect.

CANADA – NEWFOUNDLAND AND LABRADOR
Building Canada Fund
3.2 This Amending Agreement No. 2 will be effective as of the date this agreement is signed by the last party.

3.3 This Amending Agreement No. 2 may be signed in counterpart, and the signed copies will, when attached, constitute the original Amending Agreement No. 2.

4. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure, Communities and Intergovernmental Affairs, and on behalf of Her Majesty the Queen in right of Newfoundland and Labrador by the Minister of Transportation and Works and the Minister of Municipal and Intergovernmental Affairs.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

Original signed by:

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
NEWFOUNDLAND AND LABRADOR

Original signed by:

The Honourable Denis Lebel
Minister of Infrastructure,
Communities and Intergovernmental
Affairs

Date: ---------

The Honourable David Brulé
Minister of Transportation and Works

Date: March 21/15

The Honourable Keith Hutchings
Minister of Municipal and
Intergovernmental Affairs

Date: ---------

CANADA – NEWFOUNDLAND AND LABRADOR
Building Canada Fund

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SHEDULE B - THE PROJECTS

B.1. SCOPE OF THE PROJECTS

B.1.1 Improvements to the National Highway System

Project Objectives and Results – The Improvements to the National Highway System Project involves 15 highway improvement upgrades to the Core National Highway System to improve mobility and safety in the province of Newfoundland and Labrador.

The Project will consist of ten (10) renovations of existing road alignment components, four (4) bridge replacement components and one (1) major interchange modification component.

In addition to the pavement rehabilitation, bridge replacements, and capacity improvements, the Project will also conduct both drainage and guardrail improvements.

The Project will produce significant time savings and reduced vehicle operating costs by improving traffic flows. This reduction in travel time will also result in reduced production of greenhouse gases.

With rehabilitated infrastructure, savings in future highway maintenance costs will be realized. Safety to the road users and pedestrians will also be enhanced through the elimination of ruts and sub-standard driving surfaces and shoulders. It will also provide a more secure transportation system in terms of improving emergency response times and will improve the movement of commercial goods.

Boundaries – The Project will comprise work along the Core National Highway System on the island of Newfoundland including 14 Project Components improving a total of 131.3 km in conjunction with 4 bridge upgrades along Route 1 (the Trans-Canada Highway) and one additional Project Component for improvements along 23.7 km of Route 100 (Argentia Access Road).

Requirements – Federal funding will be contingent upon fulfilling the requirements of the Canadian Environmental Assessment Act, and on the result of the required Aboriginal consultations under Section 35 of the Constitution Act.

Deliverables – Project fulfillment will be confirmed upon submission of a Solemn Declaration/Certification of Substantial Completion signifying the completion of deliverables, as defined in Schedule D.

Level of Service – The Project will add new capacity to the Core National Highway System to improve mobility, surface condition, geometric design and transportation safety providing an efficient and reliable highway transportation infrastructure to the surrounding communities.

Improvements to the Core National Highway System in Newfoundland will support and improve provincial, interprovincial and international tourism and trade.

The Project has significant strategic network benefits, including anticipated substantial reductions in travel time and diminution in the occurrence of accidents.

B.1.2 Team Gushue Highway

Project Objectives and Results – The Team Gushue Highway Project involves the construction of an additional north-south arterial route connecting the Outer Ring Road to Pitts Memorial Drive to improve mobility and safety in the St. John's and Mount Pearl region of the province of Newfoundland and Labrador.

The Project will consist of the construction of 7.1 km of four-lane divided, controlled access highway (100 km/hr max.), 1.5 km of a two-lane connector road (Pennywell Extension), and two drainage culverts at Kitty Gaul's Brook and Flynn's Brook. In addition there will be two non-connecting overpasses built over the Old Pennywell Road and Blackmarsh Road, the addition of a long span culvert at the Waterford River and six new interchanges/intersections constructed to connect with existing roads at the following locations:

- Twinning of the Kenmount Road Overpass;
- Pennywell Extension;
- Captain Whelan Drive/George's Pond Road;
- Topsail Road;
- Brookfield Road (east of Pearltown Road); and
- Brookfield Road between Heavy Tree Road and Tobin's Road.

Boundaries – The Team Gushue Highway project will begin at the existing interchange on Kenmount Road, linking to the completed 2.3 km Bifurcation Road between the Outer Ring Road (the Trans-Canada Highway) and Kenmount Road. The Project will terminate at the existing interchange between Commonwealth Avenue, Goulds Bypass, and Pitts Memorial Drive. In addition, a connector road, Pennywell Extension, will start at the intersection of the Old and New Pennywell Roads and end at a new interchange/intersection with the Team Gushue Highway just south of the Old Pennywell Road.

Requirements – Federal funding will be contingent upon fulfilling the requirements of the Canadian Environmental Assessment Act, and on the result of the required aboriginal consultations under Section 35 of the Constitution Act.

Deliverables – Project fulfillment will be confirmed upon submission of a Solemn Declaration/Certification of Substantial Completion signifying the completion of deliverables, as defined in Schedule D.

Level of Service – The Project will relieve the high traffic volumes on harbour and cross town arterials including Topsail Road, Blackmarsh Road, and Empire Avenue, providing access from the north eastern area of the city to the southern shore and facilitating development of land in the northwest area bounded by Kenmount Road and the Outer Ring Road.

The Project will provide a significant improvement for the municipalities of St. John and Mount Pearl, in terms of reduced traffic volume, reduced greenhouse gas emissions, increased vehicle efficiency and improved safety.

Project Approval Date – April 27, 2010.
B.1.3 Trans-Canada Rehabilitation Highway Project Near Gambo

Project Objectives and Results – The Project includes the upgrading and resurfacing of 20.5 km of the 2-lane Trans-Canada Highway (TCH - Route 1) between Gambo River Bridge and the intersection of Route 316 (Benton Road).

The scope of work includes clearing of the right of way, replacing deteriorated culverts, reinstating drainage ditches, milling rutted sections of asphalt, resurfacing with hot mix asphalt along with some roadbed repairs, shouldering and replacement of signs and guide rails.

These improvements will restore the road profile, extend the service life, improve traffic flow issues and maintain safe conditions for the travelling public.

Boundaries – This Project is located in the province’s central region and begins near the interchange to Gambo, which is located approximately 292 km west of St. John’s on the Trans-Canada Highway, and continues towards Gander, a distance of approximately 20.5 km, terminating approximately 5 km east of the Benton Road intersection. The western limit of the Project connects with another project funded under the Building Canada Fund - Major Infrastructure Component for the rehabilitation of the TCH near Gander.

Requirements – Federal funding will be contingent upon fulfilling the requirements of the Canadian Environmental Assessment Act, 2012, and on the result of the required Aboriginal consultations under Section 35 of the Constitution Act.

Deliverables – Project fulfillment will be confirmed upon submission of a Solemn Declaration/Certification of Substantial Completion signifying the completion of deliverables, as defined in Schedule D.

Level of Service – The proposed improvements will restore the road profile, extend the service life of the highway and improve traffic flow for the travelling public.

B.1.4 Trans-Canada Rehabilitation Highway Project Near Whitbourne

Project Objectives and Results – This Project includes resurfacing various areas of a 31 km, 4-lane segment of the Trans-Canada Highway (TCH) between Route 81 to Whitbourne and Route 90 to Salmonier Line. The areas to be rehabilitated have a combined length of approximately 8.5 km.

Whitbourne is the terminus of the Argentia Access Road which links the TCH to a major ferry terminal connecting the island of Newfoundland to Nova Scotia with a seasonal ferry running from Argentia to North Sydney. Whitbourne is also near the recently completed Long Harbour nickel smelting plant which will mean there will be increased commuter traffic in this area of the TCH.

The scope of work includes milling rutted sections of asphalt, resurfacing with hot mix asphalt by applying one lift of base and seal asphalt mix, shouldering and some replacement of signs and guide rails.

Boundaries – This Project is located in the province’s Avalon Peninsula (east coast region) and begins near the interchange to Holyrood and St. Mary's Bay on the TCH, which is located on the TCH approximately 52 km west of St. John's and continues towards Clarenville, a distance of approximately 31 km, terminating at the Whitbourne interchange.

Requirements – Federal funding will be contingent upon fulfilling the requirements of the Canadian Environmental Assessment Act, 2012, and on the result of the required Aboriginal consultations under Section 35 of the Constitution Act.

Deliverables – Project fulfillment will be confirmed upon submission of a Solemn Declaration/Certification of Substantial Completion signifying the completion of deliverables, as defined in Schedule D.

Level of Service – These improvements will restore the road profile, extend the service life, improve upon traffic flow issues and maintain safe conditions for the travelling public.

B.2. PROJECTS, TIMELINE AND COST BREAKDOWN – REVISION #11

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Description of Project</th>
<th>Estimated Total Costs</th>
<th>Estimated Eligible Costs</th>
<th>Estimated Contribution by Canada</th>
<th>Estimated contribution to Eligible Costs per Party, per Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Construct Interchange on Trans-Canada Highway at Sunnyside</td>
<td>Realign the secondary access roads; construct an underpass, associated ramps and one additional lane in each direction on the TCH for 3.8 km between km 146.6 and km 150.4 approximately. (2009 &amp; 2010)</td>
<td>$7,520,706.00</td>
<td>$6,000,000</td>
<td>$3,000,000.00</td>
<td>Canada $3,000,000.00 Newfoundland and Labrador $0 $0 $0</td>
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<tr>
<td>1.2 Rehabilitation of Trans-Canada Highway from Terra Nova Park to Glovertown Interchange</td>
<td>Widen subgrade to improve turning lanes at an intersection near park boundary; replace culverts as required; upgrade and resurface 6 km of the TCH km 266.8 to km 269.9 &amp; km 272.2 to km 275.1. (2009)</td>
<td>$3,107,520.00</td>
<td>$2,860,000.00</td>
<td>$1,440,000.00</td>
<td>Canada $1,278,527.95 Newfoundland and Labrador $161,472.04 $0 $0 $0</td>
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<tr>
<td>1.3 Rehabilitation of the Trans-Canada Highway from Glenwood to Lewisporte Interchange</td>
<td>Excavate and improve the subgrade in selected areas; replace culverts and improve ditching as required; correct rutted areas and resurface 22.2 km of the TCH between km 355.3 and km 377.5. (2009)</td>
<td>$6,975,710.00</td>
<td>$6,573,580.54</td>
<td>$3,286,790.27</td>
<td>Canada $3,286,790.27 Newfoundland and Labrador $0 $0 $0</td>
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<tr>
<td>1.4 Rehabilitation of the Trans-Canada Highway from Grand Falls – Windsor to Badger</td>
<td>Clear the highway right-of-way; replace culverts and improve ditching as required; correct rutted and deteriorated areas and resurface 19.3 km of the TCH between km 435.7 and km 455.0. (2009)</td>
<td>$6,304,601.00</td>
<td>$5,902,392.10</td>
<td>$2,951,196.05</td>
<td>Canada $2,951,196.05 Newfoundland and Labrador $0 $0 $0</td>
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<td>1.5 Replace Fischells River Bridge</td>
<td>Install a temporary diversion and bridge; construct a new bridge designed to the latest codes with an expected lifespan of 75 years. (2009 &amp; 2010)</td>
<td>$6,108,854.00</td>
<td>$5,399,999.94</td>
<td>$2,699,999.98</td>
<td>Canada $2,699,999.98 Newfoundland and Labrador $0 $0 $0</td>
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<tr>
<td>1.6 Rehabilitation of the Trans-Canada Highway from Crabbies River to River Brook</td>
<td>Clear the highway right-of-way; replace culverts, improve ditching as required; upgrade and resurface 7 km of the TCH between km 809.9 and km 816.9. (2009)</td>
<td>$2,660,798.00</td>
<td>$2,461,828.55</td>
<td>$1,230,914.27</td>
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CANADA – NEWFOUNDLAND AND LABRADOR
Building Canada Fund
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<tr>
<th>Name of Project</th>
<th>Description of Project</th>
<th>Estimated Total Costs</th>
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<th>Estimated contribution to Eligible Costs per Party, per Fiscal Year</th>
</tr>
</thead>
</table>
| 1.7 Replace Middle Barachois Brook Bridge                                     | Install a temporary diversion and bridge; widen upstream and downstream abutments and piers by approximately 2.25 m; place new girders and strengthen existing girders to meet current design codes; construct a wider concrete deck; address potential flooding problems due to the river relocation (meandering). (2009 & 2010) | $6,500,000.00         | $6,048,526.32           | $2,524,263.16                   | Canada: $2,524,263.16  
Newfoundland and Labrador: $2,524,263.16  
Total: $5,048,526.32                                                                  |
| 1.8 Upgrading Route 100, Argentia Access Road, from the Trans-Canada Highway towards Argentia | Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; upgrade and resurface 23.7 km of Route 100, Argentia Access Road from the TCH to km 24. (2009) | $5,981,879.00         | $5,345,068.53           | $2,672,534.32                   | Canada: $2,672,534.32  
Newfoundland and Labrador: $2,672,534.31  
Total: $5,345,068.53                                                                  |
| 1.9 Replace E.S. Spencer Bridge on the Trans-Canada Highway at Terra Nova River | Install a temporary diversion and bridge; widen upstream and downstream abutments and piers by approximately 2.25 m; place new concrete and strengthen existing spans to meet current design codes; construct a wider concrete deck. (2010) | $8,838,260.00         | $7,800,000.00           | $3,900,000.00                   | Canada: $3,900,000.00  
Newfoundland and Labrador: $3,900,000.00  
Total: $7,800,000.00                                                                  |
| 1.10 Rehabilitation of the Trans-Canada Highway from Deer Lake towards Hampden intersection | Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; correct deteriorated and rutted areas and resurface 20 km of the TCH between km 801.4 and km 821.4. (2010) | $6,454,083.56         | $5,381,460.38           | $2,690,730.19                   | Canada: $2,690,730.19  
Newfoundland and Labrador: $2,690,730.19  
Total: $5,381,460.38                                                                  |
| 1.11 Construct highway on the Trans-Canada Highway from Massey Drive to Corner Brook Industrial Access Road | Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; construct additional lanes to accommodate a four lane divided cross section; resurface 5 km of the TCH between km 689 and km 694 approximately. (2010 & 2011) | $17,965,078.00        | $10,799,999.94          | $5,399,999.97                   | Canada: $5,399,999.97  
Newfoundland and Labrador: $5,399,999.97  
Total: $10,799,999.94                                                                  |
### 1.12 Rehabilitation of the Trans-Canada Highway from Fischells River to Crabbies River

Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; upgrade and resurface 10 km of the TCH between km 694 and km 704 approximately. (2010)

- **Estimated Total Costs:** $7,000,000.00
- **Estimated Eligible Costs:** $6,326,666.14
- **Estimated Contribution by Canada:** $3,163,343.07

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<td>Newfoundland and Labrador</td>
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### 1.13 Replace Robinsons River Bridge

Install a temporary diversion and bridge; widen upstream and downstream abutments and piers by approximately 2.25 m; place new girders and strengthen existing girders to meet current design codes; construct a wider concrete deck; address potential flooding problems due to the river relocation (meandering). (2010 & 2011)

- **Estimated Total Costs:** $6,530,664.00
- **Estimated Eligible Costs:** $6,052,700.55
- **Estimated Contribution by Canada:** $3,026,350.27

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### 1.14 Rehabilitation of the Trans-Canada Highway from Baie Verte junction to Birchy Narrows

Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; upgrade and resurface 26 km of the TCH between the intersection with Route 410 and Birchy Narrows Bridge. (2011)

- **Estimated Total Costs:** $8,500,000.00
- **Estimated Eligible Costs:** $6,478,768.25
- **Estimated Contribution by Canada:** $3,239,384.13

<table>
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<tr>
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<tr>
<td>Canada</td>
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<td>Newfoundland and Labrador</td>
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<td><strong>Total</strong></td>
<td>$6,478,768.25</td>
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### 1.15 Rehabilitation of the Trans-Canada Highway from Corner Brook Stream to Pinchgut Lake

Clear the highway right-of-way; replace culverts, improve ditching and subgrade as required; upgrade and resurface 12 km of the TCH between Corner Brook Stream Bridge (km 692) and Pinchgut Lake (km 704). (2011)

- **Estimated Total Costs:** $8,000,000.00
- **Estimated Eligible Costs:** $6,000,000.00
- **Estimated Contribution by Canada:** $3,000,000.00

<table>
<thead>
<tr>
<th>Contributor</th>
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<th>2015/16</th>
<th>2016/17</th>
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<tbody>
<tr>
<td>Canada</td>
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<tr>
<td>Newfoundland and Labrador</td>
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<td>$1,618,363.11</td>
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</table>

### Project 1.0 Subtotal

- **Estimated Total Costs:** $108,428,354.45
- **Estimated Eligible Costs:** $88,451,211.34
- **Estimated Contribution by Canada:** $44,325,505.65

<table>
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## Agreement for Core National Highway System and Local Road Infrastructure Projects in Newfoundland and Labrador

### 2009-2010 / 2017-2018

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</thead>
<tbody>
<tr>
<td>2.0 Team Gushue Highway</td>
<td>A 7.1-km, four-lane divided, controlled access highway and a 1.5-km, two-lane connector road to the Pennywell Extension; six new interchanges/intersections connecting with existing roads at the Pennywell Extension, Captain Whelan Drive/George's Pond Road, Topsail Road, Brookfield Road (east of Pelntown Road), Brookfield Road between Heavy Tree Road and Tobin's Road, and the Twinning of the Kenmount Road Overpass; and non-connecting overpasses over the Old Pennywell Road and Blackmarsh Road along with a crossing at the Waterford River, and drainage culverts at Kitty Gaul's Brook and Flynn's Brook.</td>
<td>$58,650,000.00</td>
<td>$45,000,000.00</td>
<td>$22,500,000.00</td>
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<tr>
<td>2.1 Team Gushue Highway</td>
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<tr>
<td>Project 2.0 Subtotal</td>
<td></td>
<td>$58,650,000.00</td>
<td>$45,000,000.00</td>
<td>$22,500,000.00</td>
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### Estimated contribution to Eligible Costs per Party, per Fiscal Year

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<tr>
<td>Canada</td>
<td>$11,616,828.52</td>
<td>$3,693,217.10</td>
<td>$6,000,000.00</td>
<td>$1,189,954.38</td>
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<td>Newfoundland and Labrador</td>
<td>$11,616,828.52</td>
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</table>

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## Agreement for Core National Highway System and Local Road Infrastructure Projects in Newfoundland and Labrador
### 2009-2010 / 2017-2018

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</tr>
</thead>
<tbody>
<tr>
<td>3.0 Trans-Canada Rehabilitation Highway Project near Gambo</td>
<td>Upgrading and resurfacing of 20.5 km of the 2-lane Trans-Canada Highway (Route 1) between Gambo River Bridge and the intersection of Route 316 (Benton Road), including clearing of the right of way; replacing deteriorated culverts; reinstating drainage ditches; milling rutted sections of asphalt; resurfacing with hot mix asphalt along with some roadbed repairs; shouldering and replacement of signs and guide rails.</td>
<td>7,943,000.00</td>
<td>7,600,000.00</td>
<td>3,900,000.00</td>
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<tr>
<td>3.1 TCH Rehab near Gambo</td>
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### Estimated contribution to Eligible Costs per Party, per Fiscal Year

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2009-2010 / 2017-2018

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<tr>
<td>4.0 Trans-Canada Rehabilitation Highway Project near Whitbourne</td>
<td>Resurfacing various areas of a 31-km, 4-lane segment of the TCH between Route 81 to Whitbourne and Route 90 to Salmonier Line. The areas to be rehabilitated have a combined length of approximately 8.5 km. Work includes milling rutted sections of asphalt; resurfacing with hot mix asphalt by applying one lift of base and seal asphalt mix; shouldering and some replacement of signs and guide rails.</td>
<td>$6,924,000.00</td>
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