

**MUNICIPAL STRATEGIC COMPONENT PROJECT
FUNDING AGREEMENT
PURSUANT TO CANADA - PRINCE EDWARD ISLAND ADMINISTRATIVE AGREEMENT ON THE
TRANSFER OF GAS TAX REVENUES**

This Agreement made as of the 13th day of June, 2017 (the “Effective Date”).

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND
as represented by the Minister of Transportation, Infrastructure and Energy
(Hereinafter referred to as the “Province”)

AND:

Community of Afton
In Queens County, Province of PEI
(Hereinafter referred to as the “Ultimate Recipient”)

WHEREAS the Province has entered into an Administrative Agreement dated May 27, 2014, with the Government of Canada (“Canada”), which agreement is known as the “Administrative Agreement on the Federal Gas Tax Fund” (“Gas Tax Administrative Agreement” or “GTAA”);

AND WHEREAS pursuant to the GTAA, the Province is committed to providing municipalities the opportunity to make application for financial support through funding to advance their respective project;

AND WHEREAS the Project Review Committee has recommended and approved funding of the Municipal Strategic Component project proposed by the Ultimate Recipient;

AND WHEREAS the Ultimate Recipient agrees to utilize this funding to advance its community priorities and Municipal Strategic Component project as outlined in Schedule(s) A (Municipal Strategic Component - Approved Project) of this Funding Agreement;

AND WHEREAS the Ultimate Recipient has also agreed to comply with the Gas Tax Administrative Agreement, as more particularly set out herein, including without limitation entering into this Funding Agreement.

NOW THEREFORE the Parties agree that the terms and conditions of their relationship are as follows:

1.0 Definitions

1.1 In this Agreement, the following definitions apply:

“Agreement” or “Funding Agreement” means this Funding Agreement made pursuant to the GTAA, including all Schedules;

“Annual Expenditure Report” means the duly completed Annual Expenditures Report prepared by the Ultimate Recipient and its auditor and delivered by the Ultimate Recipient to the Province, as described in Schedule I (Annual Expenditures Report);

“Approved Project” or “Project” means the Municipal Strategic Component project of the Ultimate Recipient as approved by the Project Review Committee and as more particularly described in Schedule(s) A (Municipal Strategic Component - Approved Project);

“Asset Management Plan” means documents required to be provided by the Ultimate Recipient to the Province that support integrated, lifecycle approach to effective stewardship of infrastructure assets, including the Approved Project, in order to maximize benefits, and manage risk. Asset Management Plans can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service or risk assessment;
- a cost analysis;
- community priority setting;
- financial planning;

“Base Amount” means an amount established by the Oversight Committee over a five year period, reflecting non-federal investments in infrastructure by municipalities and the Province against which GTF investments will be measured to ensure that GTF investments are incremental;

“Canada” means Her Majesty The Queen in the Right of Canada, or the government of Canada;

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

“Effective Date” means the date of this Agreement as first above written;

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

“Eligible Projects” means projects eligible for funding under the Municipal Strategic Component of the GTAA, as described in Schedule B (Eligible Project Categories);

“Event of Default” includes those events of default enumerated in paragraph 7.2;

“First Agreement” means the agreement on the transfer of federal gas tax revenues under the New Deal for Cities and Communities entered into on November 22, 2005 by the Government of Canada and the Province of Prince Edward Island, with an expiry date of March 31, 2015, as amended on September 3, 2008;

“Funds” means the funds made available pursuant to this Agreement and includes any interest earned on the said funds, and includes Unspent Funds;

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

“Gas Tax Administrative Agreement” or **“GTAA”** means the Canada-Prince Edward Island Administrative Agreement on the Federal Gas Tax Fund, dated May 27, 2014;

“GTF” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to Ultimate Recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada;

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

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Canada;

“Local Government” means a municipality as defined in the *Municipalities Act*, R.S.P.E.I. 1988, Cap. M-13, the *Charlottetown Area Municipalities Act*, R.S.P.E.I. 1988, Cap. C-4.1 and the *City of Summerside Act*, R.S.P.E.I. 1988, Cap. S-9.1;

“Municipal Strategic Component” means a program fund under the Gas Tax Administrative Agreement in which municipalities make applications for funds to be directed towards an approved project;

“Outcomes Report” means the report to be delivered by March 31, 2018 and again by March 31, 2023 by the Province to Canada which reports on how GTF investments are supporting progress towards achieving the program benefits, more specifically described in Schedule H (PEI Performance Measures By Category);

“Oversight Committee” means the oversight committee established by Canada and the Province under the GTAA to monitor the implementation of the GTAA and to address and resolve issues arising from the implementation of the GTAA;

“Parties” means the Province and the Recipient;

“Party” means either the Province or the Recipient;

“Prince Edward Island Infrastructure Secretariat” means a secretariat office created by the Province to manage infrastructure programs within the province of Prince Edward Island;

“Project Review Committee” means the committee created by the Province to review and approve applications under the Municipal Strategic Component received by it on behalf of the Province pursuant to the GTAA;

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

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

“Third Party” means any person or legal entity, other than Canada, the Province or an Ultimate Recipient, who participates in the implementation of an Approved Project by means of a Contract;

“Ultimate Recipient” means the recipient of funds under this Funding Agreement, and which is one of the following:

- i. a Local Government or its agent (including its wholly owned corporation);
- ii. a non-municipal entity, on the condition that the Local Government has indicated support for the Eligible Project through a formal resolution of its council. A non-municipal entity includes:
 - for-profit organizations, or;
 - not-for-profit organizations, or;
 - non-governmental organizations;
- iii. Provincial government entities in the form of departments, corporations and agencies where they are mandated to provide core municipal services in municipalities; and in the unincorporated areas of the Province. For greater clarity, “providing core municipal services” includes the provision of municipal Infrastructure and Municipal Strategic Component Projects as described in Schedule B(Eligible Project Categories);

“Ultimate Recipient Requirements” means those requirements described in Schedule D (Ultimate Recipient Requirements).

2.0 Obligations of the Province

2.1 Subject to paragraph 2.3, the Agreement begins on the Effective Date and ends on the date of final disbursement of Funds in accordance with paragraph 3.3.

- 2.2 The Province agrees, through the Municipal Strategic Component program, so long as the appropriate conditions and agreements herein are met by the Ultimate Recipient, to provide funding to the Ultimate Recipient up to a maximum amount of \$30,000.00 to support the Project, as outlined in Schedule(s) A (Municipal Strategic Component - Approved Project).
- 2.3 The Province agrees, provided the appropriate conditions and agreements herein are met by the Ultimate Recipient, to provide funding to the Ultimate Recipient to support the Approved Project, as more particularly outlined in Schedule A (Municipal Strategic Component - Approved Project).
- 2.4 This Agreement may be terminated at any time and for any reason by the Province on thirty (30) days written notice. In the event this Agreement is so terminated, any GTAA funding and Unspent Funds, and any interest earned thereon held by the Ultimate Recipient, that have not been expended on Approved Projects as of the date of termination will nevertheless continue to be subject to the Gas Tax Administrative Agreement and this Funding Agreement until such time as may be determined by the Province.

3.0 Obligations of the Ultimate Recipient

- 3.1 The Ultimate Recipient understands and agrees that funding for the Approved Project is as described in Schedule(s) A (Municipal Strategic Component - Approved Project) of this Agreement, and that all funding pursuant to this Agreement must be applied to Eligible Costs.
- 3.2 A payment due by either Canada to the Province or the Province to the Ultimate Recipient is conditional on a legislated appropriation for the Fiscal Year in which the payment is due. The Province will undertake to make its best effort to cause the legislature to enact the appropriation legislation required to carry out this Agreement.
- 3.3 In order to receive funds for the Approved Project, the Project Review Committee must have approved the Municipal Strategic Component as provided for in Schedule(s) A (Municipal Strategic Component - Approved Project).
- 3.4 The Ultimate Recipient agrees to abide by and shall be bound by the procurement policies as stated in Schedule G (Procurement Policy).
- 3.5 The Ultimate Recipient will keep proper and accurate accounts and records in respect of all Approved Projects for at least six (6) years after completion of the Approved Project and will, upon reasonable notice, make the documents available to Canada or the Province.
- 3.6 The Ultimate Recipient is required to maintain Approved Project(s) files. The following items will be the minimum to be maintained in a Project file:

- a) any document(s) of the Ultimate Recipient inviting any price proposal (tender) for the Approved Project;
- b) list of all price quotations received by the Ultimate Recipient with regard to the Approved Project;
- c) copies of the successful price quotations accepted by the Ultimate Recipient for the Approved Project;
- d) updated milestones list for the Approved Project, (eg. start and end dates, announcements);
- e) evidence of insurance as stated in paragraphs 6.1, 6.2 and 6.3 of this Agreement;
- f) copy of the signed Funding Agreement, any amending Agreement and the Project(s) approval letter;
- g) copy of Annual Expenditures Report(s) as stated in Schedule I (Annual Expenditures Report) in which the project has been audited; and
- h) all correspondence regarding the Project(s).

3.7 The Ultimate Recipient understands and agrees that:

- a) prior to May 15th of each Fiscal Year the Ultimate Recipient shall submit its Annual Expenditure Report (AER) on a template provided by the Infrastructure Secretariat, completed in accordance with generally accepted accounting principles (GAAP) in effect in Canada and in effect in the Province;
- b) the Annual Expenditure Report will follow the Fiscal Year, running from April 1st to March 31st;
- c) Eligible Costs must be claimed no later than March 31st in the Fiscal Year in which the Eligible Costs were incurred;
- d) it will provide a separate update on the status of each Approved Project and its communication potential for that Fiscal Year.

3.8 The Ultimate Recipient, where applicable, and in accordance with the terms and conditions of the GTAA, shall be responsible for contributing its share of the Eligible Expenditures of the Approved Project.

3.9 The Ultimate Recipient agrees that members of the Project Review Committee or persons designated by the Oversight Committee shall be permitted, at all reasonable times, to inspect and audit the Approved Project and any records and accounts respecting the Approved Project.

3.10 No later than June 15th of each Fiscal Year the Ultimate Recipient shall provide to the Infrastructure Secretariat, on behalf of the Province, a detailed report of what was accomplished including copies of available plans, reports, photographs and other relevant documentation as may be appropriate in the opinion of the Province, to provide Canada and the public with the results of the GTAA.

3.11 The Ultimate Recipient agrees to participate in an Asset Management program, which includes the completion of an Asset Management Plan, and agrees to report

to the Province in a format to be determined by the Province at the end of every Fiscal Year.

- 3.12 The Ultimate Recipient, upon completion of the Approved Project, will provide the Province with the indicator measurement for the category of the Approved Project, as more particularly outlined in Schedule H (PEI Performance Measures by Category). This measurement will be collected and used by the Province to complete the Outcomes Reports.

4.0 Legislative and Environmental Compliance

- 4.1 The Ultimate Recipient understands and will abide by all labour, environmental, planning, human rights, and municipal legislation, including the Occupational Health and Safety Act and Regulations and all other legislation of the Province and of Canada. The Ultimate Recipient further understands and acknowledges that it has the onus to become familiar with, and to meet with all of the relevant legislative requirements, if any.

5.0 Indemnification/Assumption of Liability

- 5.1 The Ultimate Recipient shall be solely responsible for and shall save harmless and indemnify Canada, the Province, and their respective Ministers, elected and appointed officers, employees and agents, from and against all claims, liabilities, demands, losses, costs, damages, actions, suits or proceedings, of any nature or kind, with respect to any injury to persons (including without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) the Approved Project or any part of the Approved Project;
- b) the performance of this Agreement, or the breach of any term or condition of this Agreement by the Ultimate Recipient, its officers, employees and agents, or by a Third Party and any of its officer, employees, servants or agents;
- c) the design, construction, operation, maintenance and repair of any part of an Approved Project(s); and
- d) any omission or other wilful or negligent act of the Ultimate Recipient or Third Party and their respective employees, officers, servants or agents.

6.0 Insurance

- 6.1 Prior to the signing of this Agreement, and on each anniversary date thereof and on the anniversary date of the insurance policy if different from the anniversary of the beginning construction of the Project until the Agreement has been fulfilled, the Ultimate Recipient shall provide evidence sufficient to the Province of Commercial General Liability Insurance in the minimum amount shown, with the specifics as outlined in section 1.2:

- a) For Project with total Eligible Costs of less than Five Hundred Thousand (\$500,000.00) Dollars, a limit of Two Million (\$2,000,000.00) Dollars; or

- b) For Project with total Eligible Costs of Five Hundred Thousand (\$500,000.00) Dollars or more, a limit of Five Million (\$5,000,000.00) Dollars.

6.2 The Ultimate Recipient shall provide and maintain the following insurance policies in force during this Agreement. All policies shall be issued by insurers maintaining a minimum A.M. Best "A-" rating licensed to carry on business in Canada.

- a) Commercial General Liability insurance with an insured limit as shown in paragraph 1.1 (a) or 1.1 (b) for the limit of not less than the amount shown on a per occurrence basis covering bodily injury, death and damage to property, including loss of use, and not less than the same limit required in 1.1(a) or 1.1
- b) per occurrence and in the annual aggregate for products
- c) liability and completed operations. All coverages as noted below shall be included but not limited to the Commercial General Liability coverage:
 - i. premises, property and operations liability;
 - ii. products liability and completed operations;
 - iii. blanket contractual liability;
 - iv. contingent employers' liability;
 - v. personal injury liability;
 - vi. non-owned licensed motor vehicle (automobile) liability;
 - vii. sudden and accidental pollution liability;
 - viii. water craft coverage (if applicable); and
 - ix. fire fighting expense liability.

This insurance shall be in the name of the Ultimate Recipient, and name the Province and its Ministers, elected and appointed officials, officers, employees and agents, as an additional insured to the extent of the Ultimate Recipient's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Ultimate Recipient, its employees, agents and contractors, and shall include both cross liability and severability of interest clauses;

- b) If the Project consists of or involves in any way work of a professional nature, such as engineering, engineering design, construction management, architectural work or any other professional service identified, then Professional (Errors & Omissions) Liability Insurance with an insured limit of not less than Two Million Dollars (\$2,000,000.00) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under this Agreement shall be secured. The policy will be maintained for a period of not less than six (6) years following the expiration or early termination of this Agreement if required by the type of work performed in the opinion of the Oversight Committee;
- c) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than Two Million Dollars (\$2,000,000.00) per accident covering bodily injury, death and damage to property including loss of use thereof;

d) If the Project consists of or involves in any way work in or on boats or marine craft of any type, whether powered or not powered, or if the Project involves any use of aircraft, then the Ultimate Recipient shall provide evidence of such insurance particulars and amount and with an insurer all as required by the Province designed specifically for marine and water exposures or those related to airports or aviation. Said requirements shall be no less in terms of overall limits, based on the size of the contracts. The Province specifically reserves the right to modify this paragraph should such work be contracted and prior to the start of any work under the agreement.

6.3 In addition to the insurance requirements contained in sections 1.1 and 1.2 herein, the Ultimate Recipient shall also provide evidence to the Province, of the following insurance prior to the signing of this Agreement, and on each anniversary date thereof until the Agreement has been fulfilled:

- a) If the Project consists of a renovation to an existing building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and includes boiler and machinery coverage where applicable in the opinion of the Oversight Committee. Said coverage will include completed operations coverage for 24 months after completion to the full value of the building or structure as required by the Province. Coverage for explosion, collapse and underground exposure shall be included along with loss of use.
- b) If the Project consists of construction of a new building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and includes boiler and machinery coverage where applicable in the opinion of the Oversight Committee. Said coverage will include completed operations coverage for 24 months after completion to the full value of the building or structure as required by the Province.

6.4 In all insurance policies required under sections 1.1, 1.2 and 1.3 herein:

- a) There shall be an endorsement stating that the insurer will provide 30 days' notice to the Province's Risk Manager (or the acting or assistant) of cancellation or material change in coverage;
- b) The insurer shall acknowledge that the policy is primary and any other insurance policies that may be in effect or any other sources of recovery including the Government of Prince Edward Island Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or cost or expenses of any kind whatsoever made as a result of actual or alleged claims. The Ultimate Recipient shall provide the Province with current certificates of insurance, in a form and content reasonably acceptable to the province, evidencing the required insurance policies hereunder within ten (10) days of the Effective Date and on each renewal of the insurance policies thereafter. Umbrella or Excess insurance may be used to achieve the required insured limits above. Default of delivery or receipt by the Province shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this Agreement. The Province

shall have the right, but not the obligation to review the originals of any insurance required by this Agreement at any reasonable time and in an office of its choice.

- 6.5 For each Contract entered into with a Third Party, the Ultimate Recipient must require the Third Party to maintain during the term of the Contract the insurance coverage as is required of the Ultimate Recipient under this Schedule C (Insurance Requirements), according to the scope of the work and terms and conditions of the Contract. For greater certainty, the Ultimate Recipient must also require the Third Party to comply with all the requirements applicable to such insurance coverage as are set out in this Schedule C (Insurance Requirements).
- 6.6 If the Ultimate Recipient fails to maintain the required insurance described herein, the Province may, but has no obligation to, pay the premium therefore and obtain reimbursement from the Ultimate Recipient. The Ultimate Recipient's required insurance shall be primary except to the extent of claims arising from the negligence of the Province.
- 6.7 Nothing in this Schedule C (Insurance Requirements) shall be construed to limit the liability of any insurer of any insurance required under Schedule C (Insurance Requirements). For further clarification, the Ultimate Recipient shall waive any limitation of rights of recovery where an insurer of any policy listed in Schedule C (Insurance Requirements) is responding, is expected, or is waiting to respond to a claim and the insurer shall not be limited in its liability by reason of this Schedule C (Insurance Requirements), except to the limit established.

7.0 Default

- 7.1. a) If, in the opinion of the Province, an "Event of Default" has occurred or is likely to occur, the Province may exercise any of the following remedies:
- i. terminate any obligation by the Province to contribute or continue to contribute to the cost of the Approved Project, including any obligation to pay an amount owing prior to the date of such termination;
 - ii. require the Ultimate Recipient to repay part of, or all of, the funding it received from this Agreement forthwith to the Province, and that amount is a debt due to Her Majesty in the Right of the Province and may be recovered as such.
- b) The Province will not declare that an "Event of Default" has occurred unless it has consulted with the Ultimate Recipient and given notice of the occurrence, which in the Province's opinion, constitutes an Event of Default. The Ultimate Recipient, within 30 days of receipt of the notice, shall either correct the condition or event, or demonstrate, to the satisfaction of the Province that it has taken such steps as are necessary to correct the condition.
- 7.2 For the purposes of paragraph 7.1, an "Event of Default" includes the following:

- a) the Ultimate Recipient has submitted false or misleading information to the Project Review Committee or to the Province;
- b) the Ultimate Recipient makes a false or misleading statement concerning assistance received under this Agreement in a prospectus or other document related to raising funds;
- c) the Ultimate Recipient has not met or satisfied a term or condition of this Agreement, to which the Ultimate Recipient's funding under this Agreement is subject;
- d) the Ultimate Recipient has not complied with any condition, undertaking or material term in either the GTAA or this Funding Agreement; or
- e) the Ultimate Recipient has failed to deliver an Annual Expenditure Report or any other report as required by the Province under this Agreement.

8.0 Approved Project Management

- 8.1 The Ultimate Recipient understands that if it is dissatisfied with decisions made by the Project Review Committee affecting the Approved Project, it may, in addition to any other remedy, lodge a complaint with the Oversight Committee.
- 8.2 The Ultimate Recipient understands and agrees that, upon completion of the Approved Project, the Ultimate Recipient shall take over full responsibility for the Approved Project including operation, maintenance and repair, except where the Province has specifically agreed otherwise.
- 8.3 The Ultimate Recipient understands and agrees that it must inform the Province of funding from any other Federal Government or Provincial Government sources for the Approved Project.
- 8.4 The Ultimate Recipient shall not alter the nature or scope of either the Municipal Strategic Component application or the Approved Project (herein the "change") without the prior written approval of the Infrastructure Secretariat, and without first complying with the following conditions:
 - a) The Ultimate Recipient shall submit a written request for the change to the Infrastructure Secretariat which includes a description of the change, any new outcomes, the reasons for the requested change and, in respect of the Approved Project, a revised Approved Project schedule;
 - b) In addition to the prior written approval of the Infrastructure Secretariat, if the change results in an increase equal to or more than the greater of 10% of the Municipal Strategic Component Eligible Costs or One Million (\$1,000,000.00) Dollars, then the change must also first be approved by the Province.

8.5 The Ultimate Recipient must repay forthwith to the Province any amount of funding received under this Agreement which exceeds the amount to which the Ultimate Recipient is entitled arising from but not limited to unexpended balances, overpayments or Ineligible Costs and, in any event, payment must be made not later than thirty (30) days after the Ultimate Recipient receives written notice requesting payment by the Province.

9.0 Communications

- 9.1 The Ultimate Recipient agrees to comply with all the requirements set out in set out in Schedule E (Communication Procedures).
- 9.2 The Ultimate Recipient shall obtain the approval of the Province or its designate before preparing any announcements, brochures, advertisements or other materials that will make reference to the GTAA or the Approved Project.
- 9.3 The Parties acknowledge that a communications plan, referred to in Schedule E (Communication Procedures), will be prepared by Canada to provide an outline of communications activities for the Approved Project.
- 9.4 The Ultimate Recipient consents to the Project Review Committee or its designate making public announcements of the Approved Project, being funded or on behalf of the GTAA.
- 9.5 The Ultimate Recipient will advise the Project Review Committee at least fifteen (15) days in advance of any special event (official opening, ribbon cutting, sod turning, etc.) the Ultimate Recipient wishes to organize in connection with the Project. Special events shall only be held on a date that is acceptable to the Project Review Committee and the Ultimate Recipient. The Ultimate Recipient consents to the participation of representatives of Canada and the Province in any such ceremony.
- 9.6 The Ultimate Recipient will acknowledge that the Approved Project was assisted by the "*Canada - Prince Edward Island Gas Tax Municipal Strategic Component project(s)*" in all of its news releases, presentations, advertising, websites and publications (including annual reports). The following standard clause is suggested wording:

"The Municipal Strategic Component project(s) has received funding through the Canada - Prince Edward Island Gas Tax Program which is managed by the Prince Edward Island Department of Transportation, Infrastructure and Energy ."

10.0 Third Party Contracts

- 10.1 The Ultimate Recipient understands and agrees that if it enters into any Contracts with Third Parties relating to the Approved Project that those Contracts shall contain the provisions as outlined in Schedule F (Third Party Contract Procedures).

11.0 General Provisions

- 11.1 The Parties agree that the Ultimate Recipient shall act as an independent contractor and that it is entitled to no other benefits or payments from the Province or Canada whatsoever except those specified in this Agreement and the Parties agree that nothing in this Agreement is to be construed as authorizing:
- a) one Party to contract for or to incur any obligation on behalf of the other or to act as agent for the other; or
 - b) the Ultimate Recipient to contract for or incur any obligation on behalf of the Province or Canada or to act as an agent for the Province or Canada.
- 11.2 No current or former Public Office Holder or Public Servant of Canada who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Service Holders or the Conflict of Interest and Post-Employment Code for the Public Service shall derive a direct benefit from this Agreement.
- 11.3 No member of the House of Commons, the Senate of Canada or the Legislative Assembly of Prince Edward Island shall be admitted to any share or part of this Agreement or to any benefit to arise there from.
- 11.4 This Agreement shall not be assigned or subcontracted in whole or in part by the Ultimate Recipient without the prior written consent of the Province.
- 11.5 This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 11.6 In the event there is any conflict between this Agreement and the GTAA, the GTAA shall prevail.
- 11.7 The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 11.8 In this Agreement, words in the singular include the plural, and words in the plural include the singular.
- 11.9 If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.
- 11.10 This Agreement, including all Schedules, constitutes and expresses the entire agreement of the Parties and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 11.11 This Agreement shall continue in effect until all terms and conditions as agreed to by the Parties in this Agreement have been met. Notwithstanding the foregoing, section 5 and section 6 shall survive this Agreement.

11.12 Any notice, information or document provided for under this Agreement will be deemed to be given 10 days after it is delivered or sent by letter, postage or other charges prepaid, or immediately if it is sent by facsimile or email.

11.13

a) Any notice to the Province will be addressed to:

Provincial Manager, Infrastructure Programs
Infrastructure Secretariat
Department of Transportation, Infrastructure and Energy
75 Fitzroy Street
PO Box 2000
Charlottetown PE C1A 7N8

b) Any notice to the Ultimate Recipient will be sent to the Ultimate Recipient's address as indicated on the Municipal Strategic Component submission.

c) The Ultimate Recipient shall advise the Prince Edward Island Infrastructure Secretariat forthwith of any change to its address.

11.14 The following Schedules are attached to and form part of this Agreement:

Schedule A	- Municipal Strategic Component - Approved Project
Schedule B	- Eligible Project Categories
Schedule C	- Eligible and Ineligible Expenditures
Schedule D	- Ultimate Recipient Requirements
Schedule E	- Communications Procedures
Schedule F	- Third Party Contract Procedures
Schedule G	- Procurement Policy
Schedule H	- PEI Performance Measures by Category
Schedule I	- Annual Expenditures Report

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

_____)
_____)
_____)
_____)
_____)

**Government of Prince Edward Island
as represented by the Minister of
Transportation, Infrastructure and
Energy**

SIGNED, SEALED AND DELIVERED
in the presence of:

_____)
_____)
_____)
_____)
_____)
_____)

Ultimate Recipient:

Authorized Representative

Authorized Representative

**SCHEDULE A
Municipal Strategic Component Approved Project**

MUNICIPAL STRATEGIC COMPONENT INFORMATION

Applicant: Community of Afton

CIP Title: 31.0 - Communities of the West River Growth Management

Start Date: 10/1/2017

End Date: 3/31/2018

CIP Description:

Project Funding is required for a study to assess sustainability and future prosperity of Communities of Afton, New Haven-Riverdale, Clyde River, Meadowbank, West River and Bonshaw. The project will assist communities in mapping their future course and assist in determining strategies for potential amalgamation and/or shared resources and services in a manner that will provide service requirements in the Municipal Government Act.

CIP BENEFITS/OUTCOMES

Benefits: # of Integrated Community Sustainability or Capital Investment Plans resulting from Capacity Building investmentsproject_Benefits>>

Cashflow By Fiscal Year				
Year	Gas Tax - MSC	Municipal Share	Other Program	Total
2017-2018	30,000.00	6,000.00	24,600.00	60,000.00
2018-2019				
2 Year Totals	30,000.00	6,000.00	24,600.00	60,000.00

SCHEDULE B Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

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

13. Sport Infrastructure - amateur sport Infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure -recreational facilities or networks.
15. Cultural Infrastructure - Infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure - Infrastructure that attract travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation - Infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.
18. Capacity building- includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

Note: Investments in health Infrastructure (e.g. hospitals, convalescent and senior centres) are not eligible.

Schedule C Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of the Ultimate Recipient are limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a Tangible Capital Asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that Tangible Capital Asset;
- b) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. training directly related to Asset Management Plans; and
 - iii. long-term Infrastructure plans;
- c) the expenditures directly associated with joint communication activities and with federal signage for GTF-funded projects;
- d) Employee and Equipment Costs: The incremental costs 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 the Province;
- e) Administration expenses of the Province related to program delivery and implementation of this Agreement, in accordance with Section 6 (Administration Expenses) of Annex B (Terms and Conditions) of the GTAA.

2. Ineligible Expenditures

2.1 The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;

- iv. short-sea shipping;
- v. disaster mitigation;
- vi. broadband connectivity;
- vii. brownfield redevelopment;
- viii. cultural infrastructure;
- ix. tourism infrastructure;
- x. sport infrastructure; and
- xi. recreational infrastructure.

- c) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures listed above;
- d) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees; and
- g) routine repair and maintenance costs.

SCHEDULE D
Ultimate Recipient Requirements

A. The Ultimate Recipient is required to:

1. Be responsible for the completion of each Approved Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Procedures).
3. Develop and/or implement an Asset Management Plan, prior to March 31, 2018.
4. Invest, in a distinct account, GTF funding it receives from the Province in advance of it paying Eligible Expenditures and account for interest earned.
5. With respect to Contracts, award and manage all Contracts in accordance with this Funding Agreement, the GTAA, the Ultimate Recipient relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade, the Atlantic Procurement Agreement and applicable international trade agreements, and all other applicable laws.
6. Allow Canada and the Province reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTAA funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada, the Province or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
7. Keep proper and accurate accounts and records in respect of all Approved Projects for at least six (6) years after completion of the Approved Project and, upon reasonable notice, make them available to Canada and the Province.
8. Ensure its actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada or the Province and the Ultimate Recipient, or between Canada or the Province and a Third Party.
9. Ensure that it does not represent itself, including in any Contract, as a partner, employee or agent of Canada or the Province.
10. Make reasonable efforts to ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada or the Province applies will derive direct benefit from GTAA funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
11. Ensure that it will not, at any time, hold Canada or the Province, or their respective officers, servants, employees or agents responsible for any claims or

losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTAA funding or an Eligible Project and that they will, at all times, compensate Canada or the Province, or their respective officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTAA funding or an Approved Project.

12. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement, will extend beyond such expiration or termination.

B. In addition to the requirements set out in section A above, the Ultimate Recipient is also required to comply with the following:

1. The Ultimate Recipient must retain title to and ownership of any Infrastructure asset resulting from the Project for a period of at least seven (7) years after the Project completion date.
2. If at any time within the period of seven (7) years from the Project completion date, the Ultimate Recipient wishes to sell, lease, encumber or otherwise dispose of, directly or indirectly, any Infrastructure asset resulting from the Project (hereafter referred to as an “Asset Sale”), then the following conditions apply:
 - a) an Asset Sale is not permitted without the prior written consent of the Prince Edward Island Infrastructure Secretariat;
 - b) upon the completion of an Asset Sale, the Ultimate Recipient shall either reinvest in to a new Approved Project an amount equal to the greatest of:
 - i. the gross revenue generated from the Asset Sale,
 - ii. the appraised value of the Infrastructure asset, or
 - iii. the total funding received under this Agreement

(such greatest amount hereafter referred to as the “Assets Proceeds”), or repay a proportionate amount of the Asset Proceeds to the Province in accordance with the following schedule:

TIME PERIOD WITHIN WHICH ASSET SALE IS COMPLETED:	REPAYMENT REQUIRED (AS A % OF ASSET PROCEEDS)
WITHIN 1 YEAR OF PROJECT COMPLETION	100%
WITHIN 2 TO 5 YEARS OF PROJECT COMPLETION	65%
WITHIN 5 TO 7 YEARS OF PROJECT COMPLETION	25%

SCHEDULE E
Communications Procedures

1. Purpose

- 1.1. The provisions of this Communications Procedures apply to all communications activities related to any GTAA funding, including allocations, and Approved Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2. Through collaboration, Canada, the Province and the Ultimate Recipient agree to work to ensure clarity and consistency in the communications activities meant for the public.

2. Joint communications approach

- 2.1 Canada and the Province agree to work in collaboration to develop a joint communications approach that identifies guiding principles, including those related to the provision of upfront project information, project signage, and planned communications activities throughout the year. This joint communications approach will have the objective of ensuring that communications activities undertaken each calendar year communicate a mix of Eligible Project types from both large and small communities, span the full calendar year and use a wide range of communications mediums.
- 2.2 Canada and the Province agree that the initial annual joint communications approach will be finalized and approved by the Oversight Committee within 60 business days following the inaugural meeting of the Oversight Committee.
- 2.3 Canada and the Province agree that achievements under the joint communications approach will be reported to the Oversight Committee once a year, or more frequently as requested by the Oversight Committee.
- 2.4 Canada and the Province agree to assess the effectiveness of the joint communications approach on an annual basis and, as required, update and propose modifications to the joint communications approach. Any modifications will be brought to the Oversight Committee for approval. The Ultimate Recipient agrees to inform Canada and the Province on allocation and intended use of GTAA funding for communications planning purposes.
- 2.5 The Province and the Ultimate Recipient agree to provide to Canada upfront information on planned Approved Projects in progress on an annual basis,

prior to the construction season. Canada and the Province will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum; the following:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; amount of Funds being used toward the Eligible Approved Project; and anticipated start date.

3. Project signage

- 3.1 Canada, the Province and Ultimate Recipients may each have a sign recognizing their contribution to Approved Projects.
- 3.2 At Canada's request, the Ultimate Recipients will install a federal sign to recognize federal funding at Approved Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 3.3 Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Approved Project, it must recognize the federal contribution to the Approved Project(s) and be approved by Canada.
- 3.4 The Ultimate Recipient is responsible for the production and installation of Approved Project signage, or as otherwise agreed upon.
- 3.5 The Ultimate recipient is to inform the Province of signage installations upon installation through an electronic picture.

4 . Media events and Announcements for Eligible Projects

- 4.1 Canada, the Province and the Ultimate Recipient agree to have regular announcements of Approved Projects that are benefiting from GTAA funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- 4.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 4.3 Canada, the Province or an Ultimate Recipient may request a media event.
- 4.4 Media events related to Approved Projects will not occur without the prior knowledge and agreement of Canada, the Province and the Ultimate Recipient.
- 4.5 The requester of a media event will provide at least 15 working days' notice

to other parties of its intention to undertake such an event. The event will take place at a mutually agreed upon date and location. Canada, the Province and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. Each Party and the Ultimate Recipient will choose their own designated representative.

4.6 The conduct of all joint media events and products will follow the Table of Precedence for Canada as outlined at www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm.

4.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the Canada and the Province.

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

5 . Program communications

5.1 Canada, the Province and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTAA.

5.2 The party undertaking these activities will provide the opportunity for the other parties to participate, when appropriate, and will recognize the funding of all contributors.

5.3 Canada and the Province agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the GTAA prepared by Canada, the Province or Ultimate Recipients, or, if web-based, from linking to it.

6 . Operational Communications

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

6.2 Canada, the Province or the Ultimate Recipient will share information promptly with each of the other parties should significant emerging media or stakeholder issues relating to an Approved Project arise. Canada and the Province will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Approved Project.

7 . Communicating Success Stories

7.1 The Province agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Approved Project success stories, Approved Project vignettes, and Approved Project start-to-finish features.

8 . Advertising campaigns

8.1 Recognizing that advertising can be an effective means of communicating with the public, Canada, the Province or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTAA or Approved Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 business days prior to the campaign launch.

SCHEDULE F
Third Party Contract Procedures

The Ultimate 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 each Project it participates in for at least six (6) years after the respective Substantial Completion Date and that the Province has the contractual right to audit such accounts and records;
- b) all applicable labour, environmental, and human rights legislation is respected;
- c) the Province, 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 a Contract and any records and accounts respecting each Project and will have free access to each Project site and to any documentation relevant for the purpose of audit.
- d) Proper and accurate accounts and records shall be maintained with respect to the Project;
- e) The Governments of Canada and the Province and any member of the Oversight Committee, or their designates, shall be permitted, at all reasonable times, to inspect the terms of the Contract and any records and accounts respecting the Project;
- f) All applicable labour, environmental and human rights legislation, including the Occupational Health and Safety Act and Regulations and all other legislation of the Province and of Canada and all provincial and federal legislation shall be complied with by the Third Parties or its agents;
- g) Third Parties will at all times indemnify and save harmless Canada and the Province, 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, 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 or the Province in the performance of his or her duties.
- h) The Third Party is required to provide and maintain during the term of the Contract such insurance as Schedule C (Insurance Requirements) requires, according to the scope of the work and terms and conditions of the Contract, including but not limited to adding the Province and its Ministers, elected and appointed officials, officers, employees and agents as additional insureds
- i) Nothing in the Contract 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 the Province or to act as an agent for Canada or the Province.

SCHEDULE G Procurement Policy

The Ultimate Recipient understands and agrees that:

1. All Contracts in relation to this Project will be awarded in a transparent, competitive manner that is consistent with value for money principles;
2. All Contracts for goods, services, and construction in relation to this Project will be governed by the terms and conditions of the Atlantic Procurement Agreement;
3. It is the responsibility of the Ultimate Recipient to become familiar with, and adhere to, the intent and principles of the Atlantic Procurement Agreement and the Agreement on Internal Trade as applicable ;
4. The Ultimate Recipient will place and maintain on file a copy of all tender documents, including the call for public tenders, a resolution of the Board or Council accepting the successful bid, and any other relevant tender documentation;
5. Where a tender is awarded to other than the lowest bidder, the Ultimate Recipient shall place and maintain on file a report including a complete account of the facts of the award, the rationale for rejecting the lowest bid and a resolution of the Board or Council accepting the successful bid;
6. Any expenditures may be deemed ineligible for cost-sharing if they are found to have contravened the terms of the Funding Agreement, the Atlantic Procurement Agreement or the Agreement on Internal Trade.

Schedule H
PEI PERFORMANCE MEASURES BY CATEGORY

GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Sport Infrastructure	Construction, renewal or material enhancement of amateur sport infrastructure.	<ul style="list-style-type: none"> • # of residents who will benefit from increased access to new or upgraded sport facility • % or# in increase of sporting events held per year as a result of investment • % increase in visitors (sport tourism) to the community as a result of the investment • increase in ice surface, seating, public spaces, etc. as a result of investment 	Strong Cities and Communities
Recreational Infrastructure	Construction, renewal or material enhancement of recreational facilities or net works.	<ul style="list-style-type: none"> • # of km of recreational paths built or extended or improved • % of residents who will benefit from the investment • increase in the # of users as a result of investment 	Strong Cities and Communities
Cultural Infrastructure	Construction, renewal or material enhancement of infrastructure that supports arts, humanities, and heritage.	<ul style="list-style-type: none"> • # of residents served by new or upgraded cultural facilities • % increase in visitors to the community as a result of the investment • % or # in increase of cultural events held per year as a result of investment 	Strong Cities and Communities
Tourism Infrastructure	Construction, renewal or material enhancement of infrastructure that attract travelers for recreation, leisure, business or other purposes.	<ul style="list-style-type: none"> • increase in # of visitors and/or length of stay and/or quality of stay as a result of investment • % growth in the # of room-nights sold over a comparable period of time • # of businesses created or expanded as a result of investment 	Strong Cities and Communities
Disaster Mitigation Infrastructure	Construction, renewal or material enhancement of infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.	<ul style="list-style-type: none"> • % of services projected to be protected due to the new mitigation infrastructure • % of properties projected to be less at-risk due to the new mitigation infrastructure • # or % of population projected to be less at-risk due to the new mitigation infrastructure • \$ of Disaster Financial Assistance Arrangement funding and/or emergency response costs estimated to be reduced due to the new mitigation infrastructure, based on a previous or comparable event • % of at-risk infrastructure that is better protected as a result of the new mitigation infrastructure • % of mitigation plan that is implemented 	Strong Cities and Communities

GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Capacity Building	Includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.	<ul style="list-style-type: none"> • # of Capacity Building projects investing in asset management and/or long term municipal planning • # of Integrated Community Sustainability or Capital Investment Plans resulting from Capacity Building Investments 	Strong Cities and Communities
Local Roads and Bridges and Highways	Roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails) and Highway Infrastructure	<ul style="list-style-type: none"> • # control signals or other devices • # of claims due to potholes over a set period of time • # of EDU's benefiting from reduced noise • # of km improved/resurfaced to a PT standard • # of lane-kilometers of road surface repaired • # road structures and \$ (e.g. 1 culvert @ \$2,000) • average daily traffic of freights and/or passenger traffic on new section of highway • change in average travel speed • change in International Roughness Index (IRI) • change in road availability in Km/106 persons or road density in Km/1,000sq.km • change in road capacity • change in the rate of accidents/fatalities or injuries • change in the rate of deterioration of an existing asset due to improvements • change in volume of freight (tone-km/yr) • change in volume of traffic (veh-km/yr) • length (km) and # residents commuter bikeway is available to • length (km) of shortest alternative route w/o bridge • length (km)and # residents sidewalk is available to • length (m) and # spans of bridge • meters of storm drainage installed • reduction in noise levels (db or other measure) measured • travel time saved as a result of new highway 	Productivity and Economic Growth

GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Short Sea Shipping	Construction, renewal or material enhancement of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.	<ul style="list-style-type: none"> • increase in the fleet, cargo or passenger capacity • change in the frequency of service as a result of investment • increase in the amount of cargo moved • change in the loading and unloading time per unit handled as a result of investment • increase in the # of passengers transported • change in storage capacity • change in average vessel waiting time between end of loading and start of voyage, or between arrival and start of unloading • change in average time between ports/terminals 	Productivity and Economic Growth
Regional and Local Airports	Construction, renewal or material enhancement of airport-related infrastructure.	<ul style="list-style-type: none"> • change in the # of aircraft take-offs or landings at an airport over a determined period of time (one arrival and one departure are counted as two movements) • change in the # metric tonnes of freight or mail loaded or unloaded at the airport over a determined period of time • increase in the # of passengers over a determined period of time • decrease in the # of occurrences (incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of aircraft) • change in the # of reported public injuries per month • change in # of occupational injuries reported per month 	Productivity and Economic Growth
Broadband Connectivity	Infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.	<ul style="list-style-type: none"> • # of premises with internet access as a result of project • # of premises with enhanced broadband service as a result of project • change in quality broadband service achieved 	Productivity and Economic Growth
Public Transit	Infrastructure that supports a shared passenger transport system which is available for public use.	<ul style="list-style-type: none"> • # additional riders using public transit per \$1,000-annum investment • liters of fuel saved due to more efficient of assets • Reduction in transit travel time due to a more efficient system (e.g. hours per annum) • # additional riders receiving passenger and traffic information • % and /or liters of fuel saved • # assets and \$ (e.g. 1 bus @ \$100,000) • # assets and \$ (e.g. 1-100 sq. ft. building @ \$100,000) • # additional riders using public transit per \$1,000-annum • # assets and \$ (e.g. 1-wheelchair lift @ \$10,000) 	Productivity and Economic Growth

GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Drinking Water	Infrastructure that supports drinking water conservation, collection, treatment and distribution systems.	<ul style="list-style-type: none"> • # and value of components (e.g. 10 metre readers @ \$10,000) • # and/or % increase of equivalent dwelling units (EDU's) that can be serviced. • # EDU's with protected water supply • # of meters of supply pipes repaired or replaced servicing # of EDU's • increase in capacity for water storage (m³ and/or %) • increase in capacity to treat water (m³ and/or %) • increase in capacity to treat water to a higher standard (m³ and/or %) • KWH saved using new more efficient pumps • volume and/or % of water conserved by replacing deteriorated or aging components • volume of water protected (m³ per time frame) • volume of storage maintained by replacement facility (m³) • volume of treated water made available for domestic or commercial use (m³ per time frame) • volume of water conserved by new systems 	Clean Environment
Wastewater	Infrastructure that supports wastewater and storm water, collection, treatment and management systems.	<ul style="list-style-type: none"> • # and value of components (e.g. 1 software program @ \$10,000) • # manholes replaced • # of EDU connections made available by new facility • # of EDU's that can be serviced or remain in service • # of meters of pipes installed, repaired or replaced • # of meters of supply pipes repaired or replaced servicing # of EDU's (m³ per time frame and/or %) • additional volume of wastewater treated (m³ per time frame) • data collected (e.g. flow rates) • increase in capacity to treat water to higher standard (m³ per time frame and/or %) • KWH saved using new more efficient pumps • reduction in # of days infrastructure is flooded • reduction in chemical use, or solid waste (weight and type per annum) • reduction in untreated wastewater (m³ per time frame) 	Clean Environment

GTF PROJECT CATEGORIES	DESCRIPTION	INDICATORS	NATIONAL OBJECTIVES
Solid Waste	Infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.	<ul style="list-style-type: none"> metric tons of solid waste recycled increase in metric tons of compost recycled # and value of projects (+rational) 	Clean Environment
Community Energy Systems	Infrastructure that generates or increases the efficient usage of energy.	<ul style="list-style-type: none"> decrease in KWH consumed Volume of furnace oil conserved (litres per time frame) # of systems and type of technology (e.g. 3 wood boiler and 1 window) increase in KWH generated per \$1,000 investment decreased volume of fuel consumption per \$1,000 investment # of systems and type of technology (e.g. 3 wood boiler) decrease in KWH consumed due to more efficient lighting # units of lights 	Clean Environment
Brownfield Redevelopment	Remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes: <ul style="list-style-type: none"> The construction of public infrastructure as identified in the context of any other category under the GTF, and/or; The construction of municipal use public parks and publicly-owned social housing. 	<ul style="list-style-type: none"> area (m2) of remediated site increase in local property tax base as a result of project average % increase in local property values as a result of project # of new residential units, businesses and/or institutions on redeveloped site 	Clean Environment