

**ADMINISTRATIVE AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN: **THE GOVERNMENT OF CANADA**, as represented by the Minister of Housing, Infrastructure and Communities ("Canada"),

AND: **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Minister of Municipal and Provincial Affairs and the Minister for Intergovernmental Affairs ("Newfoundland and Labrador").

1) PURPOSE

This Administrative Agreement sets out the roles and responsibilities of Canada and Newfoundland and Labrador for the administration of the Canada Community-Building Fund (CCBF).

2) DEFINITIONS

Unless defined elsewhere in this Administrative Agreement, capitalized words used throughout this Administrative Agreement are defined in Annex A (Definitions).

3) CONTEXT

With this Administrative Agreement, Canada and Newfoundland and Labrador wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment, and strong cities and communities, building on:

- the success of the Previous Agreements;
- Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which, starting in 2014-2015, the Government of Canada makes up to \$2 billion per year available for the purpose of municipal, regional and First Nations infrastructure;
- *Economic Action Plan 2013*, through which the Government of Canada announced a renewed Gas Tax Fund which included the indexation of the Gas Tax Fund funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through 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);
- Section 199 of *Budget Implementation Act, 2021, No. 1* (Budget 2021) in which the Gas Tax Fund was renamed the Canada Community-Building Fund; and
- Budget 2022 (A Plan to Grow Our Economy and Make Life More Affordable) in which the Government of Canada ties access to infrastructure funding to actions by provinces,

territories, and municipalities to increase housing supply where it makes sense to do so.

4) PRINCIPLES

Canada and Newfoundland and Labrador acknowledge that this Administrative Agreement is based on the following principles:

- a. **Principle 1: Respect for Jurisdiction.** The CCBF is designed to leverage the strengths of each order of government and is based on the principle that each order of government has its own areas of jurisdiction and is accountable to its population for its delivery of the CCBF program. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- b. **Principle 2: Flexibility of Approach.** In recognition of the diversity of Canadian provinces, territories, regions and communities, the CCBF recognizes the need for a flexible approach to program delivery. Wherever possible, the CCBF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.
- c. **Principle 3: Equitable Distribution.** The CCBF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.
- d. **Principle 4: Equity.** The CCBF is designed to afford participating municipalities with flexibility in developing projects and setting priorities, offering a wide range of possible project categories. Newfoundland and Labrador, and its Ultimate Recipients are expected to consider Gender Based Analysis Plus (GBA+) lenses when undertaking projects where it makes sense to do so.
- e. **Principle 5: Complementarity.** The CCBF provides stable, predictable, long-term funding for communities. The CCBF is not to replace municipal operating and maintenance funding or municipal capital funds. The CCBF complements municipal funding for the purpose of creating or revitalizing municipal infrastructure. The CCBF also complements but does not replace other national infrastructure funding programs.
- f. **Principle 6: Transparency.** The CCBF is administered via an open and transparent governance process that includes regular evaluations and audits. Canada and Newfoundland and Labrador are committed to promoting and supporting accountability through regular, effective, and accurate program reporting to the Canadian public.
- g. **Principle 7: Commitment to Improve Housing Supply and Affordability.** Canada and Newfoundland and Labrador are committed to working collaboratively to address the national priority of increasing the supply of housing as well as the availability of affordable housing. Newfoundland and Labrador will work with Ultimate Recipients to support housing investments in Newfoundland and Labrador, including through the leveraging of the CCBF where it makes sense to do so.

5) ANNEXES AND SCHEDULES

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

- Annex A: Definitions
- Annex B: Terms and Conditions
 - Schedule A: Ultimate Recipient Requirements
 - Schedule B: Eligible Project Categories
 - Schedule C: Eligible and Ineligible Expenditures
 - Schedule D: Program Reporting
 - Schedule E: Communications Protocol
 - Schedule F: Asset Management
 - Schedule G: Housing Report

6) CANADA COMMUNITY-BUILDING FUND ADDITIONAL OR UNSPENT FUNDS

- 6.1 Any CCBF funding that may be transferred by Canada to Newfoundland and Labrador, will be administered by Newfoundland and Labrador in accordance with this Administrative Agreement, including with the Terms and Conditions set out in Annex B.
- 6.2 Any Unspent Funds, and any interest earned thereon, will be subject to the Terms and Conditions of this Administrative Agreement and will no longer be governed by the terms and conditions of any Previous Agreements.

7) OVERSIGHT COMMITTEE

- 7.1 An Oversight Committee will be established by Canada and Newfoundland and Labrador to ensure the effective monitoring of this Administrative Agreement. The Oversight Committee will monitor the overall implementation of this Administrative Agreement, and will serve as the principal forum to address and resolve issues arising from the implementation of this Administrative Agreement. The activities of the Oversight Committee including frequency of meetings, collaborative development of the annual Statement of Priorities and program compliance will be laid out in a Terms of Reference document jointly developed and agreed upon by Canada and Newfoundland and Labrador.
- 7.2 The Oversight Committee will be co-chaired by two (2) members, 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 Provincial Co-Chair. Replacement members from either Canada or Newfoundland and Labrador may, from time to time, be appointed by Canada or Newfoundland and Labrador. Canada and Newfoundland and Labrador agree to keep each other informed in writing upon new appointments.
- 7.3 The Co-Chairs, working together, will examine any issue that may arise, and, in good faith, will attempt to resolve that issue to the mutual satisfaction of Canada and

Newfoundland and Labrador.

- 7.4 Any sub-committees established by Canada and Newfoundland and Labrador will report to the Oversight Committee through their respective Co-Chairs.

8) DISPUTE RESOLUTION

- 8.1 Canada and Newfoundland and Labrador will work together to resolve any issues which may arise in relation to this Administrative Agreement.
- 8.2 If, after a reasonable effort has been made, an issue cannot be resolved by the Co-Chairs, they will provide information about the issue, including the steps they have taken to attempt to resolve the issue. An escalating dispute resolution approach begins with an Oversight Committee discussion followed by senior official-level discussions (at the Assistant Deputy Minister level or another appropriate level) and ultimately Ministerial-level discussions for resolution, within a reasonable timeframe, to the satisfaction of Canada.
- 8.3 In the event of any unresolved issue, it is understood that the final decision with respect to such issue will rest solely with Canada. At Canada's sole discretion, Canada may delay or withhold fund transfers to Newfoundland and Labrador in circumstances where Canada believes that Newfoundland and Labrador is not acting in good faith to resolve a dispute.
- 8.4. It is understood that failure by Newfoundland and Labrador to meet the following requirements will be addressed as a priority and will impact the timing and flow of CCBF funding to Newfoundland and Labrador:
- a) ensuring that Ultimate Recipients comply with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions);
 - b) meeting the reporting requirements as outlined in Schedule D (Program Reporting) of Annex B (Terms and Conditions);
 - c) meeting the reporting requirements outlined in Schedule G (Housing Report) of Annex B (Terms and Conditions); and
 - d) conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).

9) AUDITS AND EVALUATION

- 9.1 Canada reserves the right to undertake any audit in relation to this Administrative Agreement at its expense. The timing and scope of the such audits will be determined in collaboration with Newfoundland and Labrador via the Oversight Committee and will be carried out by external independent auditors. In the event that Canada does undertake an audit, it will provide Newfoundland and Labrador reasonable notice.
- 9.2 Canada may, at its cost, complete a periodic evaluation of the relevance and performance (i.e., effectiveness, efficiency and economy) of the CCBF. At Canada's request Newfoundland and Labrador will provide Canada with information on program

performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.

- 9.3 Newfoundland and Labrador will ensure proper and accurate financial accounts and records are kept that are related to this Administrative Agreement and the use of CCBF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit and evaluation.
- 9.4 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 an Eligible Project for at least six (6) years after the completion of the project and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.
- 9.5 Newfoundland and Labrador will keep proper and relevant accounts and records in respect to their program-level management of the CCBF for at least six (6) years after the termination of this Administrative Agreement and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.

10) DURATION, TERMINATION, REVIEW AND AMENDMENT

- 10.1 This Administrative Agreement will come into effect as of April 1, 2024 and will be in effect until March 31, 2034 unless Canada and Newfoundland and Labrador agree to renew it. In the event that this Administrative Agreement is not renewed, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by Newfoundland and Labrador or Ultimate Recipients, that have not been expended on Eligible Projects as of March 31, 2034 will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and Newfoundland and Labrador.
- 10.2 This Administrative Agreement will be reviewed by Canada and Newfoundland and Labrador by March 31, 2027 and may be amended to incorporate changes, if any, that are agreed to by both Canada and Newfoundland and Labrador.
- 10.3 This Administrative Agreement may be amended at any time in writing as agreed to by both Canada and Newfoundland and Labrador.
- 10.4 This Administrative Agreement may be terminated at any time and for any reason by either Canada or Newfoundland and Labrador with two (2) years written notice. In the event where this Administrative Agreement is so terminated, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by Newfoundland and Labrador or Ultimate Recipients, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and Newfoundland and Labrador.

CORRESPONDENCE

Any correspondence under this Administrative Agreement may be delivered in person, sent by electronic mail or sent by mail addressed to:

Canada:

Assistant Deputy Minister, Communities and Infrastructure Programs
Infrastructure Canada
1100 – 180 Kent Street
Ottawa, Ontario K1P 0B6
Email: alison.oleary@infc.gc.ca

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

Newfoundland and Labrador:

Assistant Deputy Minister, Municipal Affairs
Department of Municipal and Provincial Affairs
P.O. Box 8700
St. John's, NL A1B 4J6
Email: gregclarke@gov.nl.ca

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

Signatures

GOVERNMENT OF CANADA



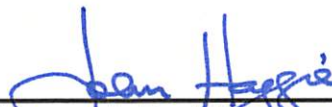
The Honourable Sean Fraser

Minister of Housing, Infrastructure and
Communities

June 26, 2024

Date

HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR



The Honourable Dr. John Haggie

Minister of Municipal and Provincial
Affairs



The Honourable Dr. Andrew Furey

Minister for Intergovernmental Affairs

JUL 26 2024

Date

ANNEX A DEFINITIONS

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Ultimate Recipient.

“Administrative Agreement” means this Administrative Agreement on the Canada Community-Building Fund in Newfoundland and Labrador.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets in order to maximize benefits and effectively manage risk.

“Canada Community-Building Fund” (CCBF) means the program established 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, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Capital Investment Plan” (CIP) means a project application in a format acceptable to Newfoundland and Labrador supported through a resolution of the council of a Local Government.

“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 and in compliance with the Newfoundland and Labrador *Public Procurement Act*.

“Core Housing Need” means a household living in an unsuitable, inadequate or unaffordable dwelling and cannot afford alternative housing in their community.

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

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Funding Agreement” means an agreement between Newfoundland and Labrador and an Ultimate Recipient setting out the terms and conditions of the CCBF funding to be provided to the Ultimate Recipient, containing, at a minimum, the elements in Schedule A (Ultimate Recipient Requirements).

“Gender Based Analysis Plus” (GBA Plus or GBA+) is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well as a means to assess how diverse groups of women, men, and gender diverse people may experience policies, programs and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government

policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment” means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Housing Report” means the duly completed housing report to be prepared and delivered by Newfoundland and Labrador to Canada annually by September 30, as described in Schedule G (Housing Report).

“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 in Newfoundland and Labrador primarily for public use or benefit.

“Local Government” means a city, town, local service district or region pursuant to the *Municipalities Act*, 1999, R.S.N.L. 1999, or any successor legislation c.. M-24; the City of St. John's pursuant to the *City of St. John's Act*, R.S.N.L. 1990, c. C-17; the City of Corner Brook pursuant to the *City of Corner Brook Act*, R.S.N.L. 1990 c.C-15; the City of Mount Pearl pursuant to the *City of Mount Pearl Act*, R.S.N.L. 1990, c.C-16; a Regional Service Board pursuant to the *Regional Service Boards Act*, 2012 SNL2012 and an Inuit Community Government established in respect of an Inuit Community under the Labrador Inuit Constitution pursuant to subsection 17.3.3(b) of the Labrador Inuit Land Claims Agreement.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Previous Agreements” means any agreements between Canada and Newfoundland and Labrador for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Statement of Priorities” means an annual letter from Canada to Newfoundland and Labrador outlining expected housing actions by Newfoundland and Labrador required for any CCBF funding to flow for a given year.

“Third Party” means any person or legal entity, other than Canada, Newfoundland and Labrador or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a Local Government or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that (a) the Local Government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s).

“Unspent Funds” means funds (as defined by Previous Agreements) that have not been spent towards an Eligible Project (as defined under the Previous Agreements) or on administration costs in accordance with Previous Agreements prior to the effective date of this Agreement.

ANNEX B TERMS AND CONDITIONS

1. ALLOCATION FORMULA

- 1.1 Any Unspent Funds held by Newfoundland and Labrador and any CCBF funding that may be received by Newfoundland and Labrador from Canada, as well as any interest earned thereon, will be distributed in accordance with the following formula:

1.1.1 **Municipal Allocations:**

1.1.1.1 Newfoundland and Labrador will allocate 73.83 per cent of any CCBF funding that it may receive over the lifetime of this agreement to Municipal Allocations. Of this, Newfoundland and Labrador will allocate equally to each Local Government, excluding Regional Service Boards and Local Service Districts, 12 per cent as a base amount. The remaining 88 per cent will be allocated to Local Governments, excluding Regional Service Boards and Local Service Districts, on a per capita basis.

1.1.1.2 For the period of 2024 to 2029, Newfoundland and Labrador will rely on the final figures published in the Statistics Canada Census of 2021 to determine the per capita basis for its allocation under the Municipal Allocations. For the period of 2030 to 2034, Newfoundland and Labrador will rely on the final figures published in the Statistics Canada Census of 2026 to determine the per capita basis of its allocation under the Municipal Allocations.

1.1.2 **Provincial Targeted Infrastructure Fund:**

1.1.2.1 Newfoundland and Labrador will allocate 24.66% of any CCBF funding that it may receive from Canada over the lifetime of this Administrative Agreement to the Newfoundland and Labrador Targeted Infrastructure Fund for Local Governments on an application basis to carry out Eligible Projects in the Eligible Project Categories (Schedule B).

1.1.2.2 Newfoundland and Labrador may, on an annual basis, declare a percentage of the Provincial Targeted Infrastructure Fund to be utilized for a specific Eligible Project Category or Categories.

1.1.2.3 Unspent Funds from predecessor agreements related to the Provincial Waste Management Strategy and the Provincial Water and Wastewater Initiative will be assigned to the Provincial Targeted Infrastructure Fund.

- 1.1.3 **Administrative Expenses:** In accordance with Section 4 (Administration Expenses) of Annex B (Terms and Conditions), Newfoundland and Labrador may allocate up to 1.51% of any CCBF funding that it may receive from Canada over the lifetime of this Administrative Agreement, and may, subject to Canada's approval, apply a portion of interest earned on an CCBF funding received from Canada to Administrative Expenses as per Section 1.5 (Allocation Formula)

- 1.2 Newfoundland and Labrador agrees to provide to Canada a table detailing the Ultimate Recipient allocations, and promptly provide to Canada updates to the table upon any revision to the allocations.
- 1.3 All Unspent Funds held by Newfoundland and Labrador that were allocated by Newfoundland and Labrador to Eligible Recipients, including Unspent Funds withheld by Newfoundland and Labrador, will remain allocated to those Eligible Recipients.
- 1.4 Unspent Funds held by Newfoundland and Labrador representing funding and/or interest set aside by Newfoundland and Labrador for administrative expenses in the previous agreement may be distributed as follows:
 - 1.4.1 To Local Governments in accordance with Section 1.1.1 (Municipal Allocations).
- 1.5 Interest earned on any CCBF funding received from Canada under this Administrative Agreement will be allocated to:
 - 1.5.1 Local Governments in accordance with Section 1.1.1 (Municipal Allocations)
 - 1.5.2 Newfoundland and Labrador for administrative expenses subject to Canada's approval of a business case pursuant to Section 5 (Administrative Expenses)
- 1.6 If, during the term of this agreement, an Ultimate Recipient ceases operation and/or is discontinued, the Ultimate recipient's current allocation, unspent funds, and future allocations may be reallocated, at Newfoundland and Labrador's discretion, to Municipal Allocations or the Provincial Targeted Infrastructure fund.

2. DELIVERY MECHANISM

- 2.1 Subject to the provisions of Section 1.3 and 1.1.1 (Municipal Allocations), Newfoundland and Labrador will allocate directly to Local Governments, excluding Regional Service Boards and Local Service Districts, a portion of any CCBF funding that may be transferred to it from Canada annually,
 - 2.1.1 Newfoundland and Labrador will enter into an agreement with each Local Government, and will require Ultimate Recipients to comply with the Ultimate Recipient requirements as outlined in Schedule A of this Administrative Agreement, and to submit a Capital Investment Plan.
 - 2.1.2 Newfoundland and Labrador will review and consider Capital Investment Plans, and will confirm the eligibility of Eligible Projects included therein.
 - 2.1.3 Local Governments will decide which Eligible Projects will receive CCBF funding in accordance with the Ultimate Recipient's allocation. Local Governments may spend their CCBF allocation in the year received, accumulate the allocation for use by March 31, 2034 or obtain a loan from a financial institution to undertake Eligible Projects provided the loan and interest charges are paid by March 31, 2034. Where allocations are accumulated for future use, the Ultimate Recipient must submit an eligible CIP within a 3-year rolling period as described in Schedule A, section 22.

- 2.1.4 Local Government will be required to inform Newfoundland and Labrador of proposed changes, including cancellations, of any Eligible Project that receives CCBF funding.
- 2.2 Subject to the provision of Section 1.1.2 (Provincial Targeted Infrastructure Fund), Newfoundland and Labrador will allocate CCBF funding to Eligible Projects. Regional Service Boards and Local Service Districts, acting as Ultimate Recipients, will enter into an Agreement with Newfoundland and Labrador and will receive allocations on a project-by-project basis. Where necessary, Newfoundland and Labrador may assist a Local Service District with administration of its project. Including, but not limited to, direct payments to Third Parties on behalf of a Local Service District.
- 2.3 Any CCBF funding that may be received by Newfoundland and Labrador from Canada may be withheld by Newfoundland and Labrador until such time as Ultimate Recipients address and correct, to the satisfaction of Newfoundland and Labrador, matters of non-compliance.

3. USE AND RECORDING OF FUNDS

- 3.1 Newfoundland and Labrador will ensure that any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon, are used solely in accordance with the terms and conditions set out in this Administrative Agreement.
- 3.2 Newfoundland and Labrador will ensure that that any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon is used by Ultimate Recipients in accordance with this Administrative Agreement and specifically Schedule A (Ultimate Recipient Requirements).
- 3.3 Pending payment to Ultimate Recipients in accordance with the terms and conditions of this Administrative Agreement, Newfoundland and Labrador will record into a separate and distinct account any CCBF funding it may receive from Canada and any interest earned thereon.
- 3.4 Any CCBF funding that may be transferred by Canada to Newfoundland and Labrador will be treated as federal funds with respect to other federal infrastructure programs.

4. ADMINISTRATION EXPENSES

Subject to section 1.1.3, upon the review and acceptance by Canada of a detailed business case, which must be submitted within one (1) year of the date of last signature of the Administrative Agreement, Newfoundland and Labrador may apply a portion of any CCBF funding it may receive from Canada for administration expenses related to program delivery and implementation of this Administrative Agreement, including expenditures associated with communication activities such as public project announcements and signage.

5. ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the CCBF include: highways; local roads; bridges and tunnels; active transportation infrastructure; short-sea shipping; short-line rail; regional or local airports; broadband connectivity; public transit; drinking water; wastewater; solid waste management and recycling systems; community energy systems; brownfield redevelopment; sports cultural recreational or tourism infrastructure; resilience; fire halls and capacity building among Ultimate Recipients. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories.

6. ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with: the acquiring, planning, designing, constructing, or renovating of a tangible capital asset, or completing work to ensure that the asset is able to reach the end of its intended life; the strengthening of the ability of Local Governments to improve local and regional planning and asset management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures.

7. REPORTING

Newfoundland and Labrador will meet the reporting requirements set out in Schedule D (Program Reporting) and Schedule G (Housing Report).

8. COMMUNICATIONS

This Administrative Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs, unless otherwise approved by Canada.

9. ASSET MANAGEMENT

Newfoundland and Labrador will ensure that Ultimate Recipients continue to develop and/or implement an Asset Management Plan culture and methodology throughout the term of this Administrative Agreement, with the ultimate goal of having asset management plans in place for all Ultimate Recipients. Schedule F (Asset Management) provides more details on the approach agreed upon between Canada and Newfoundland and Labrador.

SCHEDULE A – Ultimate Recipient Requirements

Ultimate Recipients are required to:

1. Be responsible for the completion of each Eligible 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 D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).
3. Continue to develop asset management plans for the assets under their control and make use of these plans to inform community infrastructure decision-making.
4. Invest, in a distinct account, CCBF funding it receives from Newfoundland and Labrador in advance of it paying Eligible Expenditures.
5. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Procurement Act*, the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
6. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
7. Allow Canada 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 CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
8. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Administrative Agreement.
9. Ensure their 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 and the Ultimate Recipient, or between Canada and a Third Party.
10. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
11. 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 applies will derive direct benefit from CCBF 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.
12. Ensure that they will not, at any time, hold the Government of Canada, its 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 CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its 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 CCBF funding or an Eligible Project.

13. Provide to Newfoundland and Labrador the required applications, forms, plans, and reports or other documentation, in a format acceptable to Newfoundland and Labrador, including outstanding reports committed to under previous agreements.
14. Submit a Capital Investment Plan to Newfoundland and Labrador for proposed Eligible Projects within the same calendar year that construction is initiated or purchases have been made.
15. Submit to Newfoundland and Labrador an Ultimate Recipient annual expenditure report in a format prescribed by Newfoundland and Labrador on or before the date determined by Newfoundland and Labrador.
16. Submit to Newfoundland and Labrador an Annual Housing Project Report, in a format prescribed by Newfoundland and Labrador on or before the date to be determined by Newfoundland and Labrador, that includes the information necessary to meet the housing reporting requirements as outlined in Schedule G if the Local Government has 2021 census population of 30,000 or more.
17. Submit to Newfoundland and Labrador an Annual Housing Project Report, in a format prescribed by Newfoundland and Labrador on or before the date to be determined by Newfoundland and Labrador, that includes the information necessary to meet the housing reporting requirements as outlined in Schedule G if the community has undertaken or completed a CCBF project with housing outcomes within the reporting year.
18. Required to take action to meet the requirements of the Statement of Priorities where necessary as determined by Newfoundland and Labrador.
19. Work with Newfoundland and Labrador to resolve any non-compliance issues in a timely manner to the satisfaction of Newfoundland and Labrador.
20. Where it chooses to invest any CCBF funding Ultimate Recipients may receive, invest in accordance with the Newfoundland and Labrador Municipalities Act, 1999, R.S.N.L. 1999, c. M-24; the City of St. John's Act, R.S.N.L. 1990, c. C-17; the City of Corner Brook Act, R.S.N.L. 1990 c.C-15; the City of Mount Pearl Act, R.S.N.L. 1990, c.C-16; the Regional Service Boards Act, 2012 SNL2012, or any other applicable legislation or regulation.
21. Complete Eligible Projects in accordance with Newfoundland and Labrador's *Municipalities Act, 1999*, as amended, or any successor legislation. These projects must be completed using the latest revision of the Municipal Water, Sewer and Road Specifications as published by Newfoundland and Labrador, Department of Transportation and Infrastructure.
22. Submit an eligible Capital Investment Plan within a rolling three-year period. Any Ultimate Recipient that does not submit an eligible Capital Investment Plan within a three-year rolling term may have its current allocation, unspent funds, and future allocations reallocated at Newfoundland and Labrador's discretion, to Municipal Allocations or the Provincial Targeted Infrastructure fund. The rolling three-year period will begin no earlier than April 1, 2024. Impacted ultimate recipients, prior to April 1, 2029, may be reconsidered for allocations beginning April 1, 2029. Impacted ultimate recipients after April 1, 2029, may be reconsidered for allocations beginning April 1, 2034.

23. Ensure compliance with all CCBF programming requirements, terms and conditions. Any Ultimate Recipient that has been deemed to be non-compliant by Newfoundland and Labrador for a continuous three-year period may have its current allocation, unspent funds, and future allocations reallocated at Newfoundland and Labrador's discretion, to Municipal Allocations or the Provincial Targeted Infrastructure fund. The three-year period will begin no earlier than April 1, 2024. Impacted ultimate recipients, prior to April 1, 2029, may be reconsidered for allocations beginning April 1, 2029. Impacted ultimate recipients after April 1, 2029, may be reconsidered for allocations beginning April 1, 2034.
24. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
25. Complete, publish on its website and send the link to Newfoundland and Labrador by March 31, 2025, for all communities with a 2021 Census population of 30,000 or more, a Housing Needs Assessment prepared in accordance with guidance provided by Canada. Ultimate Recipients that have completed Housing Needs Assessments after April 1, 2019 may submit their existing Housing Needs Assessment if it complies with the requirements for Housing Needs Assessments provided by Canada.
26. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – roads, bridges and active transportation infrastructure
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 which 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 municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, 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)
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. Resilience – built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices.
19. Fire Halls – fire halls and fire station infrastructure.

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

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) the expenditures associated with completing maintenance on tangible capital assets so as to ensure that these assets achieve the full length of the planned asset life;
- c) 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, integrated regional plans, housing needs assessments, and/or 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. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments; and
 - iii. training directly related to asset management planning, housing planning (including land use planning as it pertains to increasing the supply of housing).
- d) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 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:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by Newfoundland and Labrador.

1.3 Administration expenses of Newfoundland and Labrador related to program delivery and implementation of this Administrative Agreement, in accordance with Section 5 (Administration Expenses) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

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) project expenditures incurred before April 1, 2021 for the following investment category:
 - i. fire halls
- d) 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 above;
- e) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
- i) costs associated with healthcare infrastructure or assets.

SCHEDULE D - Program Reporting

Program reporting requirements under the CCBF consist of a letter of intent, a project list, an audited financial report and an outcomes report, all of which will be submitted to Canada for review and acceptance. The reporting year may be designated as either April 1 to March 31 or January 1 to December 31. In addition to overall program reporting, specific housing reporting obligations are described in Schedule G (Housing Report).

1. Statement of Priorities and Letter of Intent

At the outset of the reporting year, Canada will provide to Newfoundland and Labrador a Statement of Priorities. Newfoundland and Labrador will provide to Canada by June 30 of each year a letter of intent indicating (a) how CCBF funding received from Canada will, for Ultimate Recipients identified under Schedule G, Section 2.2, address those priorities, and (b) other actions Newfoundland and Labrador will take to improve housing outcomes in the province. Initial priorities will reflect the negotiated 2024-25 Statement of Priorities and additional priorities will only be considered every three years, unless otherwise agreed upon by the Oversight Committee.

2. Project List

Newfoundland and Labrador will maintain, and provide to Canada a project list, as available but at minimum by September 30 of each year, containing the following elements: unique project identifier, Ultimate Recipient, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent, output indicator, housing indicator (if applicable). A template will be provided by Canada.

3. Audited Financial Report

By September 30 of each year, Newfoundland and Labrador will provide to Canada a financial report in an electronic format deemed acceptable by Canada consisting of the following:

3.1 Financial Report Table:

The financial report table will be submitted in accordance with the following template.

| Annual Report Financial Table | Annual | Cumulative |
|--|-------------|-------------|
| | 20xx - 20xx | 2024 - 20xx |
| Newfoundland and Labrador in aggregate | | |
| Opening Balance ¹ | \$xxx.xx | |
| Received from Canada | \$xxx.xx | \$xxx.xx |
| Interest Earned | \$xxx.xx | \$xxx.xx |

¹ For the 2024-2025 Audited Financial Report this means the amount reported as unspent by Newfoundland and Labrador in the 2023-2024 Annual Expenditure Report (as defined under the 2014 to 2024 Administrative Agreement).

| | | |
|---|------------|------------|
| Administrative Cost | (\$xxx.xx) | (\$xxx.xx) |
| Transferred to Ultimate Recipients | (\$xxx.xx) | (\$xxx.xx) |
| Closing Balance of unspent funds | \$xxx.xx | \$xxx.xx |
| Ultimate Recipients in aggregate | | |
| Opening Balance ² | \$xxx.xx | \$xxx.xx |
| Received from Newfoundland and Labrador | \$xxx.xx | \$xxx.xx |
| Interest Earned | \$xxx.xx | \$xxx.xx |
| Spent on Eligible Projects | (\$xxx.xx) | (\$xxx.xx) |
| Closing Balance of unspent funds | \$xxx.xx | |

3.2 Independent Audit or Audit Based Attestation:

Newfoundland and Labrador will provide an attestation by the Departmental Comptroller of the Department of Municipal and Provincial Affairs, or other senior official delegated in writing by Newfoundland and Labrador, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

Newfoundland and Labrador will require Ultimate Recipients to submit to it, independently audited annual expenditure reports in a manner and format prescribed by Newfoundland and Labrador.

4. Housing Report

By September of 30 each year, Newfoundland and Labrador will provide to Canada a report on housing as outlined in Schedule G (Housing Report).

5. Outcomes Report

By March 31 of each year, Newfoundland and Labrador will provide to Canada an outcomes report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding;
- c) progress made on improving Local Government planning and asset management, including development or update of Housing Needs Assessments as required; and

² For the 2024-2025 Audited Financial Report, this means the amount reported as unspent by Eligible Recipients (as defined under the 2014 to 2024 Administrative Agreement) in the 2023-2024 Annual Expenditure Report.

- d) a description of how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes (further details on this requirement may be found in Schedule G – Housing Report).

The outcomes report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to Newfoundland and Labrador and Ultimate Recipients. Communicating to Canadians on the use of CCBF funding is clearly linked with our joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include, but are not limited to: public or media events, news releases, reports, digital and social media products, 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 and Newfoundland and Labrador agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by Newfoundland and Labrador or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding for non-compliant Ultimate Recipients that may be transferred by Canada.

2. Joint communications approach

- 2.1 Newfoundland and Labrador agrees to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of upfront project information and planned communications activities throughout the year.

Canada will provide a “Communications Approach” template to be completed by Newfoundland and Labrador. This approach will then be reviewed and approved by Canada as well as Newfoundland and Labrador.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each fiscal year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada and Newfoundland and Labrador agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- 2.2 Canada and Newfoundland and Labrador will work together on the initial annual joint communications approach, which will be finalized and approved by Canada's Co-Chair and Newfoundland and Labrador's Co-Chair.
- 2.3 Canada and Newfoundland and Labrador agree that achievements under the joint communications approaches will be reported to the Oversight Committee once a year.
- 2.4 Through the communications subcommittee, Newfoundland and Labrador agrees to assess, bilaterally with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to Canada's Co-Chair and Newfoundland and Labrador's Co-Chair, as appropriate for approval.
- 2.5 If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada and Newfoundland and Labrador agree to share information promptly and coordinate participation in alignment with section 4.3, 4.5 and 5.2 of this communications protocol.
- 2.6 Canada and Newfoundland and Labrador agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.
- 3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes**
- 3.1 Newfoundland and Labrador agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and Newfoundland and Labrador will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a sub-committee, Canada and Newfoundland and Labrador will be required to enact a communications approach that will be assessed bi-annually through the sub-committee mechanism.

In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the Recipient's CCBF websites where this information will be accessible to the general public.

- 3.2 Newfoundland and Labrador agrees that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.
- 3.3 Canada and Newfoundland and Labrador each agree that their joint communications

approach will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements (see 4.2 for full definition) for Eligible Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada and Newfoundland and Labrador agree to coordinate an announcement regarding annual allocations of CCBF funding.
- 4.2 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada and Newfoundland and Labrador will have equal visibility through quotes and will follow the [Table of Precedence for Canada](#).
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Newfoundland and Labrador, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. Newfoundland and Labrador, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 4.6 For media events, each participant will choose its own designated representative. Newfoundland and Labrador and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 4.7 Newfoundland and Labrador shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.

4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.

4.11 Canada, Newfoundland and Labrador and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

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

5.2 The party undertaking these activities will recognize the funding of all contributors.

5.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the [Table of Precedence for Canada](#).

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

5.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

6.1 Newfoundland and Labrador or the Ultimate Recipient is solely responsible for operational communications with respect to Eligible 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 does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.

6.3 Newfoundland and Labrador and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, Newfoundland and Labrador will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

7.1 Newfoundland and Labrador agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

- 8.1 Canada, Newfoundland and Labrador or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative 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 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where Newfoundland and Labrador produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media .
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable. The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, Newfoundland and Labrador or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where Newfoundland and Labrador or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 Newfoundland and Labrador or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 Newfoundland and Labrador agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

11. Communication Costs

- 11.1 The eligibility of costs related to communication activities that provide public information on this Administrative Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

SCHEDULE F – Asset Management

Canada and Newfoundland and Labrador agree that the measures contained in the Previous Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in Newfoundland and Labrador to enhance their community's sustainability.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing Ultimate Recipient infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- community priorities for future works; and
- financial planning.

SCHEDULE G – Housing Report

1. Housing Needs Assessments

- 1.1 By March 31, 2025, the City of St. John's, as the sole Ultimate Recipient with a 2021 Census population of 30,000 or more, is required to complete and make available to Canada a Housing Needs Assessment (HNA) prepared according to guidance provided by Canada. Ultimate Recipients that have already completed HNAs after April 1, 2019, may submit existing HNAs, if they meet the requirement outlined in the HNA guidance. The Capacity Building Category under CCBF can be used to fund the preparation or updating of HNAs.
- 1.2 For Ultimate Recipients that have existing HNAs, and for all required Ultimate Recipients with a 2021 Census population of 30,000 or more beyond year one, HNAs should be used by Newfoundland and Labrador in preparing the Housing Reports to identify housing pressures related to infrastructure and capacity building pressures, to balance these projects with other infrastructure priorities according to need as identified by Ultimate Recipients and to measure housing outcomes where it makes sense to do so.
- 1.3 HNAs must be made publicly available on the Ultimate Recipient's website and Recipients are to provide links to the page where the HNAs are posted to Canada for the City of St. John's as the sole Ultimate Recipient in Newfoundland and Labrador with a 2021 Census population of 30,000 or more.
- 1.4 A separate HNA Guidance Document will be provided by Canada to qualifying Ultimate Recipients and to Newfoundland and Labrador.

2. Project-Level Housing Report

By September 30 of each year, Newfoundland and Labrador will provide Canada a Housing Report in an electronic format deemed acceptable by Canada consisting of the following:

2.1 Methodology

Newfoundland and Labrador will provide a description of the process used to collect data and information presented in the Housing Report. The methodology section should include the following information:

- Scope of the report and related rationale.
- Reporting process used to collect data from Ultimate Recipients.
- Identification of baseline data and other data sets used for the purposes of the report and which data has been excluded.
- How performance indicators were assessed in the province (e.g., how was the number of housing units enabled determined and what measure of affordability was used)?

2.2 Ultimate Recipients Identified for Project-Level Reporting

Criteria for Project-Level Reporting

Ultimate Recipients falling under the following category must be included in Table 1 (below) and are required to complete an HNA by March 31, 2025 and to provide project-level data on housing requirements to Newfoundland and Labrador, for inclusion in the Housing Report that will be submitted by Newfoundland and Labrador to Canada.

- Ultimate Recipients that have, through a Capital Investment Plan, identified housing pressures that can be addressed through closing infrastructure gaps or capacity building, *AND*
- Ultimate Recipients with a population of 30,000 or more or as specified by Canada.

Ultimate Recipients that do not meet these criteria may additionally be included at the discretion of Newfoundland and Labrador, but are not required by Canada to include project-level data in the annual Housing Report.

Newfoundland and Labrador will be expected to consolidate project-level information from the Ultimate Recipients identified by the above criteria to report to Canada annually.

The following table (**Table 1**) is to be used as a template to identify Ultimate Recipients required to provide project-level reporting and to identify housing pressures related to infrastructure needs. Housing pressures should be consistent with needs and pressures identified by Ultimate Recipients in their HNAs. Newfoundland and Labrador will provide an aggregate of this table to Canada in their annual Housing Report.

| Ultimate Recipient | Project Level Reporting Criteria | Key Infrastructure-Related Housing Pressures |
|---|---|---|
| <i>Name of the municipality/Community</i> | <i>Identify which criteria as noted above applies</i> | <i>Identify key housing gaps and needs that are related to infrastructure</i> |

Table 1: Ultimate Recipients Identified for Project Level Reporting

2.3 Project-Level Housing Outcomes

For Ultimate Recipients meeting the above criteria of Section 1.2.1 and included in Table 1, Newfoundland and Labrador is required to collect project-level data on housing outcomes and to complete the table below (Table 2) on an annual basis.

Table 2 is intended to link the housing pressures identified in Table 1 and in HNAs with outcomes supported by CCBF projects that can help Ultimate Recipients to address their specific housing pressures. More specifically, Table 2 is to be completed by Ultimate Recipients outlined in Section 1.2. It will include a subset of the projects from the above project list and this subset represents projects with housing outcomes.

| Project ID | Ultimate Recipient | Project Title | Project Description | Investment Category | Housing Outcomes and Indicators |
|--|-------------------------------|--|---|---|---|
| <i>As provided in program reporting (Schedule D)</i> | <i>As provided in Table 1</i> | <i>As provided in program reporting (Schedule D)</i> | <i>Provide a brief description of the project</i> | <i>Indicate which CCBF category the project falls under</i> | <i>Identify key housing outcomes and indicators (section 1.3.1) that will be used to measure success.</i> |

Table 2: Project-Level Reporting on Housing Outcomes

2.3.1 Housing Outcome Indicators

For each of the projects listed in Table 2, Newfoundland and Labrador shall report on the following core indicators, as relevant to each investment category.

- # of new housing units enabled; and
- # of affordable housing units enabled or preserved.

3. Housing Narrative in the CCBF Outcomes Report

By March 31st each year, Newfoundland and Labrador shall provide Canada with a narrative report on program-level housing outcomes. This narrative report will be aligned with and incorporated into the annual CCBF Outcomes Report.

The housing narrative should, for Ultimate Recipients meeting the criteria set out in Section 2.2, outline how CCBF was used to address housing pressures within Newfoundland and Labrador's jurisdiction, over the reporting period, and steps taken between Newfoundland and Labrador and Ultimate Recipients to unlock supply and improve affordability for Canadians. It should also link to identified needs in Ultimate Recipients Housing Needs Assessments once they have been developed.

The housing narrative should, for Ultimate Recipients meeting the criteria set out in Section 2.2, describe how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes. More specifically, Newfoundland and Labrador must include in their Outcomes Report a narrative assessment of measures they have taken to improve housing outcomes through CCBF funded infrastructure projects. This should include:

- How Ultimate Recipients have prioritized specific infrastructure investments that are unlocking an increased supply of housing (e.g., upgrading pipes to support densification rather than sprawl, or remediating a brownfield site that could then be used for affordable housing);
- Steps taken to preserve and/or increase supply and mix of affordable housing (e.g., minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers); and
- How Ultimate Recipients are utilizing CCBF funding to build local capacity for sound land use and development planning (e.g., through the capacity building category).

This housing narrative must also include responses to the following questions:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply and how many new housing units were enabled (as outlined in 1.3.1)?
- What percentage of total new housing units enabled or preserved are affordable?
- How many communities have published a new Housing Needs Assessment or an updated one within the last 5 years?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

4. Assessment of the Housing Reports and Compliance

4.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Evaluation Framework as well as HNAs.

4.2 Compliance

Failure to comply with the terms of this Schedule will require compliance actions to address the compliance issue. Compliance actions may include notification of the failure to comply, discussions to bring Newfoundland and Labrador or Ultimate Recipient into compliance as well as withholding funding for non-compliant Ultimate Recipients until the failure to comply is addressed.

Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for Newfoundland and Labrador or Ultimate Recipient for future Infrastructure Canada programs.