



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 15.2.1
Halifax Regional Council
March 22, 2022

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original Signed

Councillor Paul Russell, Chair, Audit & Finance Standing Committee

DATE: March 12, 2022

SUBJECT: **ICIP Contribution Agreement: Community Building Retrofits**

ORIGIN

March 9, 2022 meeting of the Audit and Finance Standing Committee, Item 12.2.1:

MOVED by Councillor Cleary, seconded by Councillor Deagle Gammon

THAT Audit and Finance Standing Committee recommend that Halifax Regional Council:

1. Approve amendments to the Capital Budget for multi-year funding for capital account CB190008 - Energy Efficiency Initiatives, for HRM Community Building Retrofits as outlined in the Financial Implications section of this report; and
2. Increase capital account. CB190008 - Energy Efficiency Initiatives by \$1,539,930 with funding from the Investing in Canada Infrastructure Program in 2021/22, with no net impact to the net budget.

MOTION PUT AND PASSED.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, S.N.S. 2008, c. 39

Section 74 – permits HRM to enter into agreements with the Province or the Government of Canada to provide or administer municipal services.

Administrative Order No. 58, *Respecting the Delegation of Certain Authorities*

Subsection 16(1) - provides that revenue generating agreements for the Municipality must be approved by Regional Council when HRM is receiving more than \$500,000.

Administrative Order No. 1, *Procedures of the Council Administrative Order*, Schedule 2, Audit & Finance Standing Committee Terms of Reference:

RECOMMENDATION ON PAGE 2

Section 8 – provides that the Audit and Finance Standing Committee shall review and make recommendations on proposals coming to the Council outside of the annual budget or tender process including:

.....

- (e) new or increased capital projects not within the approved budget;
- (f) increases in project budget due to cost sharing;

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Approve amendments to the Capital Budget for multi-year funding for capital account CB190008 - Energy Efficiency Initiatives, for HRM Community Building Retrofits as outlined in the Financial Implications section of the staff report dated February 24, 2022; and
2. Increase capital account. CB190008 - Energy Efficiency Initiatives by \$1,539,930 with funding from the Investing in Canada Infrastructure Program in 2021/22, with no net impact to the net budget.

BACKGROUND

A staff recommendation report dated February 24, 2022 pertaining to amendments to the Capital Budget for HRM Community Building Retrofits was before the Audit and Finance Standing Committee for consideration at its March 9, 2022 meeting.

For further information, please refer to the attached staff recommendation report dated February 24, 2022.

DISCUSSION

The Audit and Finance Standing Committee considered the request and approved the recommendations as outlined in the February 24, 2022 staff report.

FINANCIAL IMPLICATIONS

Financial implications are outlined in the February 24, 2022 staff report.

RISK CONSIDERATION

Risk considerations are outlined in the February 24, 2022 staff report.

COMMUNITY ENGAGEMENT

The agenda, reports, and minutes of the Audit and Finance Standing Committee are posted on Halifax.ca.

ENVIRONMENTAL IMPLICATIONS

Environmental implications are outlined in the February 24, 2022 staff report.

ALTERNATIVES

Alternatives are outlined in the February 24, 2022 staff report.

ATTACHMENTS

Attachment 1 – Staff recommendation report dated February 24, 2022 staff report.

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Annie Sherry, Legislative Assistant, Office of the Municipal Clerk. 902.943.8741.

RECOMMENDATION

It is recommended that the Audit and Finance Standing Committee recommend that Halifax Regional Council:

1. Approve amendments to the Capital Budget for multi-year funding for capital account CB190008 - Energy Efficiency Initiatives, for HRM Community Building Retrofits as outlined in the Financial Implications section of this report; and
2. Increase capital account. CB190008 - Energy Efficiency Initiatives by \$1,539,930 with funding from the Investing in Canada Infrastructure Program in 2021/22, with no net impact to the net budget.

BACKGROUND

Part of the Government of Canada's broader Investing in Canada Plan, the ICIP is a federal initiative which commits over \$33 billion in federal funding to support infrastructure projects undertaken by provinces, municipalities, and other stakeholders. Since its implementation in 2018, the ICIP has been one of the primary sources of federal intergovernmental capital funding for infrastructure projects across Canada. The ICIP is overseen by Infrastructure Canada but is administered through bilateral agreements, one for each province. The bilateral agreements set out funding commitments, cost-sharing obligations, eligible project funding streams, and other terms. The bilateral agreements also make provinces responsible for administering calls for project submissions and prioritizing projects proposals for ICIP cost-sharing.

The ICIP bilateral agreement for Nova Scotia was announced in 2018 and commits \$828 million in federal funding for infrastructure projects in the province over a 10-year period, or until 2028. Funding under the NS bilateral agreement is divided into 4 main funding streams, the largest of which is the Green Infrastructure Stream (GIS). The bilateral agreement allocates approximately \$381,915,000 in federal funding to the GIS, which is further divided into 3 sub-streams:

- The Climate Change Mitigation Sub-stream;
- The Adaptation, Resilience and Disaster Mitigation Sub-stream; and
- The Environmental Quality Sub-stream.

The relevant ICIP sub-stream for the purposes of this report is the GIS Climate Change Mitigation sub-stream. Project eligibility under the bilateral agreement is determined using an outcomes-based approach, rather than asset type as has been the practice in the past with similar federal infrastructure programs. Outcomes sought under the Climate Change Mitigation Sub-stream are:

- Increased capacity to manage more renewable energy;
- Increased access to clean energy transportation;
- Increased energy efficiency of buildings; and
- Increased generation of clean energy.

Municipal projects approved under the ICIP are typically cost-shared between the orders of government as follows: a maximum federal cost-share of 40 per cent of eligible project costs, a minimum of 33.3 per cent provincial, and 26.7 per cent municipal - or the remaining balance after the federal and provincial cost-share including all ineligible costs.

On July 21, 2020, the Province issued a call for project submissions under the ICIP Climate Change Mitigation Sub-stream. In response, HRM staff put together a list of capital projects best suited to meet the criteria of the Climate Change Mitigation Sub-stream. The list of proposed capital projects was put before

Regional Council on September 1, 2020.¹ Included were a number of waste heat recovery and district energy system projects for HRM facilities, including:

- BMO Centre Waste Heat Recovery;
- Scotiabank Centre Waste Heat Recovery;
- Alderney Gate District Energy; and
- Young Street District Energy System.

As per the motion noted in the Origin section of this report, Council approved these projects, along with others, to be submitted for ICIP funding consideration under the Climate Change Mitigation call for submissions.

Following discussions with the Province, the list of waste heat recovery and district energy system projects for HRM facilities was amended to remove the Young Street District Energy System project and add the projects for the Keshen Goodman Library as well as the Sackville Sports Stadium.

On July 16, 2021, it was announced that HRM's application for Community Building Retrofit projects was approved for ICIP cost-sharing.

DISCUSSION

Project Overview

The Municipality will be completing energy efficiency upgrades in five large community facilities in the coming years. These projects will be tailored to each building's specific needs. The primary focus will be on better heating and cooling systems by using new HVAC equipment and commissioning techniques. Four of the five buildings will have solar photovoltaic systems installed to offset on-site electricity use. These will range in size from 200 to 400 kW DC.

Completing these upgrades is supportive of the Municipality's new climate action plan, HalifACT. Through HalifACT, Halifax Regional Council has committed to achieving a 75 per cent reduction in corporate and community wide emissions over 2016 levels by 2030 and a net-zero target by 2050.

Project Descriptions

Scotiabank Centre

This project includes the replacement of the aging refrigeration plant with a more energy efficient new plant that uses a safer R-513a refrigerant. For added efficiency, the ice plant will also be tied into the air conditioning system. A heat exchanger will be "bolted on" to the refrigeration plant and existing piping infrastructure would be leveraged for the thermal integration. In addition, a thermal buffer system with ice-batteries will replace the existing chilled water to maximize the heat recovery benefit. HVAC and ice controls will also be replaced to optimize the facility's energy performance. A 400 kW DC rooftop solar photovoltaic installation is planned for this building.

BMO Centre

This project will involve an increase in the use of heat recovered from the existing ice plant to offset more of the heating needs. This will be achieved through control system upgrades and optimization. In addition, a 300 kW DC solar electric system will be installed on the existing structure.

¹ Link to Council Report: https://www.halifax.ca/sites/default/files/documents/city-hall/regional-council/200901rc11122-new_0.pdf#:~:text=HalifACT%20was%20approved%20by%20Halifax,adapt%20to%20a%20changing%20climate.

Keshen Goodman Library

This project will include replacing the existing rooftop unit with an energy efficient unit, adding demand-controlled ventilation and heat recovery capabilities. A 200 kW DC rooftop solar photovoltaic installation is planned for this building.

Sackville Sports Stadium

This project will include heat recovery from the existing ice plant for domestic hot water and pool heating; addition of demand-controlled ventilation; and the building's hydronic space heating distribution system will be converted to a low temperature system to accommodate future electrification and enhanced use of heat recovery. A 300 kW DC rooftop solar photovoltaic installation is planned for this building.

Alderney Gate

Alderney Gate is comprised of four buildings on the Dartmouth waterfront and utilizes a natural gas district heating system along with a non-working seawater/geothermal storage cooling system. HRM initiated a study in 2018 to optimize the operation of the system, reduce maintenance costs associated with the use of seawater, and recommend future enhancements to the system.

The intention is to reuse existing chilled water and heating water piping running from the field and between buildings to create a geothermal loop to supply the HVAC system. Testing of the field will determine its capacity. If this capacity is enough to support the complex's HVAC loads, then there would be no additional groundwork required. If the capacity is insufficient, some drilling and trenching may be required. The understanding is that the geothermal field is underutilized in its current state. It is anticipated that the energy generated using the geothermal loop will be greater at project conclusion. Originally, it was intended to serve as thermal energy storage operating in conjunction with a seawater cooling system and was used for water-side free cooling only; its usefulness has been limited due to operational issues with the seawater system. The new project is intended to reconfigure the system as a typical geothermal loop used for heating and cooling, which would involve reconfiguring most of the HVAC equipment in the complex to be able use water-source heat pumps which would inject/reject heat to/from the geo loop. Additional electrification of the heating system will be accomplished by adding heat pumps to replace the natural gas heating at the facility. Also included in the project is full building recommissioning, adding variable frequency drives to pumps and demand-controlled ventilation.

See Attachment B for further details on usage and build characteristics of each facility.

Contribution Agreement

HRM was forwarded the attached ICIP Contribution Agreement for the Halifax Community Building Retrofit projects. The agreement formalizes the ICIP cost-sharing and establishes all terms and conditions.

The agreement sets out the total estimated project costs as \$9,959,313, which is the amount that is subject to ICIP cost-sharing. The combined federal and provincial contribution will cover 73.33 per cent of this amount, or \$7,303,164. HRM will be responsible for covering the remaining \$2,656,149 cost-share, as well as any additional cost overruns or ineligible expenditures. The forecasted breakdown of the federal/provincial contribution by fiscal year is:

- 2021/22 - \$1,539,930
- 2022/23 - \$2,419,890
- 2023/24 - \$2,243,394
- 2024/25 - \$1,099,950

The project end date is set as March 31, 2025, with the final claim due date being September 30, 2025.

FINANCIAL IMPLICATIONS

As per the ICIP Contribution Agreement, HRM is responsible for 26.67 per cent of the total estimated project costs, or \$2,656,149 over the 4-year life of this project. HRM has sufficient funds programmed into capital account CB190008 over the 4 years to cover HRM's portion.

Budget Summary: **Capital Account CB190008 – Energy Efficiency Initiatives**

Cumulative uncommitted available balance	\$ 1,018,258
Add: ICIP Funding	<u>\$ 1,539,930</u>
Balance	\$ 2,558,188

The 4-year estimated financial implications are summarized as follows:

Fiscal Year	2021/22	2022/23	2023/24	2024/25
ICIP Funding	\$1,539,930	\$2,419,890	\$2,243,394	\$1,099,950
Capital – Order CB190008	\$1,018,258*	\$2,000,000	\$2,000,000	\$2,000,000
Total Gross Budget	\$2,558,188	\$4,419,890	\$4,243,394	\$3,099,950

*Fiscal year 21/22 represents current uncommitted available balance. Years 2022/23-2024/25 are proposed capital budgets. The remainder of funds will be used for other Energy Efficiency Initiatives approved by Council.

RISK CONSIDERATION

There are no significant risks associated with the recommendations in this report as the noted funding does not require HRM to expend additional or unbudgeted funds related to this agreement.

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

Completing the retrofit upgrades to the community buildings will support the Municipality's climate action priorities, as contained in HalifACT. Through HalifACT, Council has committed to achieving net-zero municipal operations by 2030, a 75 per cent reduction in community wide emissions over 2016 levels by 2030 and a net-zero target by 2050.

ALTERNATIVES

Council could choose not to approve the Contribution Agreement. This is not recommended as the funds will support capital projects retrofitting HRM community buildings in alignment with the Municipality's climate action priorities. Declining the Contribution Agreement would necessitate finding funds within the existing budget envelope, or not moving forward with the community building retrofit projects at this time.

ATTACHMENTS

Attachment A: Halifax Community Building Retrofits ICIP Contribution Agreement

Attachment B: Usage and Building Characteristics of Community Facilities

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: David Perusse, Intergovernmental Affairs Advisor, GREA, 902.430.3143

Darren Young, Manager of Building Infrastructure • Facility Design & Construction, CCS
902.476.9295

**INVESTING IN CANADA INFRASTRUCTURE PROGRAM
GREEN INFRASTRUCTURE, CLIMATE CHANGE MITIGATION - CONTRIBUTION
AGREEMENT**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF NOVA SCOTIA**, as represented by the Minister of Municipal Affairs and Housing (the "Province")

AND: **HALIFAX REGIONAL MUNICIPALITY**, in the Province of Nova Scotia (the "Recipient"),

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

WHEREAS The Government of Canada announced in Budget 2016 and Budget 2017 over \$180 billion for the Investing in Canada Plan to support sustainable and inclusive communities, while driving economic growth.

WHEREAS The Minister of Infrastructure, Communities and Intergovernmental Affairs for Canada ("Canada") is responsible for the program entitled the "Investing in Canada Infrastructure Program" (ICIP);

AND WHEREAS Canada has entered into the Integrated Bilateral Agreement for the Investing In Canada Infrastructure Program, a bilateral agreement with the Province, dated April 10, 2018 (the "ICIP Agreement"), in order to provide financial support to the Province for projects approved under the ICIP Agreement;

AND WHEREAS Pursuant to the ICIP Agreement, Canada and Nova Scotia have arranged that Nova Scotia shall be the contracting party to provide the funds, originating from both Canada and Nova Scotia, to the recipients for the projects approved under this program;

AND WHEREAS The Recipient has applied and been approved by Canada and the Province for funding under the ICIP program for the Project as more particularly described in Schedule B (Statement of Work);

AND WHEREAS The Parties are desirous of entering into this Agreement in order to set out the terms and conditions of the Project funding;

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

1. INTERPRETATION

1.1 DEFINITIONS

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

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

"Agreement End Date" means March 31st, 2028.

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

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

"Communications Activities" include but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content,

advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

“Contribution” means the amount of funds contributed to the Project by Canada and the Province as set out in Schedule C.

“Declaration of Substantial Completion” means the form of declaration provided for in Schedule F.

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

“Eligible Expenditures” means those costs of the Project eligible for payment by Canada and the Province as set out in Schedule A.1 (Eligible Expenditures).

“Final Claim Due Date” means the date prescribed as such in Schedule C.

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

“ICIP” has the meaning as assigned in the preamble of this Agreement.

“ICIP Agreement” has the meaning as assigned in the preamble of this Agreement.

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

“Ineligible Expenditures” means those costs of the Project ineligible for payment by Canada and the Province as set out in Schedule A.2 (Ineligible Expenditures).

“Joint Communications” are events, news releases, and signage that relate to the promotion of the Program and/or Projects and are collaboratively developed and approved by Canada and the Province and are not operational in nature.

“Oversight Committee” means the Federal/Provincial committee established under the ICIP Agreement to monitor the delivery of the ICIP.

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

“Program” means the ICIP Program as set out in this Agreement.

“Project” means the project as set out in Schedule B (Statement of Work) and as approved by Canada and the Province.

“Project Approval” date means the date prescribed as such in Schedule B.

“Project End Date” means the date prescribed as such in Schedule B.

“Substantial Completion” or “Substantially Completed” means, the date as shown on the executed Declaration of Substantial Completion, as shown in Schedule F (Declaration of Substantial Completion), submitted by the Recipient for the Project, marking the date on which the Project can be used for the purpose for which it was intended as described in Schedule B (Statement of Work).

“Technical Working Group” means a Provincial/Municipal group formed under this Agreement (per Section 4) which may be established to guide the project to meet expected outcomes.

“Third Party” means a party which enters into a Contract with the Recipient in relation to the Project.

“Total Financial Assistance” means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

1.5

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

Schedule A - Eligible and Ineligible Expenditures

Schedule B - Statement of Work

Schedule C - Statement of Financial Contribution

Schedule D - Reporting Requirements

Schedule E - Communications Protocol

Schedule F - Declaration of Substantial Completion

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada and the Province will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY THE PROVINCE

- a) Subject to the other terms and conditions of this Agreement, the Province agrees to pay a contribution to the Recipient for the Project, on behalf of Canada and the Province, in the amounts outlined in Schedule C (Statement of Financial Contribution) in respect of that Project.
- b) Committed funding contributions for the Project will be payable in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule C (Statement of Financial Contribution).
- c) The maximum funding provided from all provincial sources to the Project, will not exceed 33.33% of the total approved Eligible Expenditures for the Project unless prior approval in writing is provided by the Province, which for the purposes of this Agreement, must be the Minister of Municipal Affairs and Housing.
- d) The maximum funding provided from all federal sources to the Project, will not exceed 40% of the total approved Eligible Expenditures for the Project.
- e) The Parties acknowledge that Canada and the Province's role in a Project is limited to making a financial contribution to the Recipient for the Project and that neither Canada nor the Province will have any involvement in the implementation of the Project or its operation. Canada and the Province are neither decision-makers nor administrators to the Project.

3.2 CHANGES IN PROJECT COSTS AND FUNDING

The Province will be responsible to oversee and administer any Project amendments submitted by the Recipient in regard to the scope, timing and location of the Project provided that:

- a) Any federal or provincial funding paid for Eligible Expenditures incurred and paid for the Project will be returned to the Province should the Project be cancelled or withdrawn;
- b) The Recipient agrees that changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the ICIP Agreement. When seeking to make a change to the Project, the Recipient will promptly submit updated Project information to the Province's and Canada's satisfaction;
- c) The Recipient will inform the Province promptly of any planned changes to the Project. The Recipient agrees that any changes to the Project will require the Province's written consent;
- d) The Recipient will provide, at the Province's request and to Canada's satisfaction, additional information related to changes to the Project; and,
- e) If, at any time during the term of this Agreement, one of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and both Canada and the Province may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the shortfall, then the Province may exercise one of the remedies listed at section 15.3 (Remedies on Default).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada or the Province's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada or the Legislative Assembly of Nova Scotia has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada or the Province may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or Canada or the Province's main or supplementary estimates expenditures. Neither Canada nor the Province will be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement. The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- b) The Recipient shall use or engage qualified project management for the duration of the Project. Only with the written approval of the Province may the Recipient manage the Project with its own staff.
- c) The Recipient will ensure that the Project will be completed by the Project End Date as stated in Schedule B (Statement of Work) and will provide the Province a duly executed Schedule F (Declaration of Substantial Completion) to be submitted with the final claim form.
- d) The Recipient will be responsible for ensuring the implementation, operation, maintenance, and repair of the Assets and infrastructure investment that is the subject of this Agreement, in accordance with appropriate standards, at minimum for the entirety of Asset Disposal Period.

- e) The Recipient will inform Canada and the Province immediately of any fact or event that may compromise wholly, or in part, the Project.
- f) The Recipient will ensure that prior to the commencement of the Project and throughout the term of this Agreement, it shall have in place the insurance policies set out in Section 8.3 (Insurance).
- g) The Recipient acknowledges that neither Canada nor the Province will be financially responsible for any ineligible expenditures or cost overruns for the Project.
- h) The Recipient will be responsible for any costs associated with the withdrawal or cancellation of the Project and will repay to the Province any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- i) If the total estimated Eligible Expenditures for the Project is twenty-five million dollars (\$25,000,000) or more, the Recipient agrees to report on community employment benefits provided to at least three (3) federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises) in the manner required by the Province, unless this requirement has been waived by the Province.
- j) If the project is identified as a *Climate Change Mitigation* project or if the total estimated Eligible Expenditures for the Project is ten million dollars (\$10,000,000) or more, the Recipient agrees that Canada and the Province have no obligation to make payments to the Recipient in respect of a project until the Recipient completes the climate lens requirement to Canada's and the Province's satisfaction.
- k) The Province will communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee, in respect of the Project and the Recipient covenants to use its best efforts to correct any deficiency so identified.

4. TECHNICAL WORKING GROUP

At the discretion of the Province, the Parties agree to establish a project technical working group to be comprised of members from the Project and the Province of Nova Scotia. The role of this group will be to provide guidance and oversight of this project as well as ensuring adherence to expected project outcomes. If the Province determines that the technical working group is to be formed, the proponent will be notified, and a meeting scheduled. At the initial meeting, the following should be determined: technical working group terms of reference, meeting frequency, and the identification of technical working group leads for both the Project and the Province of Nova Scotia.

5. FEDERAL REQUIREMENTS FOR PROJECTS

The Recipient agrees that the Project must meet or exceed:

- a) any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change; and,
- b) the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.

6. CONDITIONS PRECEDENT

a) Condition(s)

The Recipient agrees that the Province has no obligation to make payments to the Recipient in respect of the Project unless and until it demonstrates, to the Province's satisfaction, that the conditions precedent with respect to the Project as outlined in Schedule B (Statement of Work) have been satisfied.

b) Remedy

In the event that the Recipient is unable to meet the conditions precedent set out in Schedule B (Statement of Work) in respect of the Project, Canada and the Province may terminate their obligations under the Agreement as it applies to the Project. Both Canada

and Nova Scotia will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of such obligations.

7. FISCAL YEAR BUDGETING

- a) The estimated contribution amounts payable by Canada and the Province to the Recipient for each Fiscal Year of the Project are set out in Schedule C (Statement of Financial Contribution).
- b) If the actual amount payable by Canada and the Province in respect of any Fiscal Year of a Project differs from the estimated amount in Schedule C (Statement of Financial Contribution) of that Project, the Recipient shall request in a timely manner that Canada and the Province re-allocate the difference between the two amounts to a subsequent Fiscal Year of that Project. Subject to subsection 3.3 (Appropriations and Funding Levels) and provided the Recipient has made the request, the Province agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of a Project's funding will require appropriation adjustments or provincial Legislative Assembly approvals.
- c) In the event that any requested re-allocation of the Project's funding is not approved, the amount of Canada's and the Province's contribution payable pursuant to subsection 3.1 (Contribution by the Province) in respect of that Project may be reduced by the amount of the requested re-allocation. If the contribution payable by the Province pursuant to subsection 3.1 (Contribution by the Province) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

8. CONTRACT PROCEDURES

8.1. AWARDING OF CONTRACTS

- a) The Recipient agrees that an appropriate tendering process will be followed in all circumstances where more than one supplier of goods and services is available. The Recipient shall ensure that all tendering practices will ensure Contracts will be awarded in a way that is fair, competitive, transparent, open, accountable, and consistent with value-for-money principles and meet the intent of the Province's procurement policy, including compliance with the Agreement on Internal Trade between the Federal, Provincial and Territorial governments, as well as compliance with the Canada Free Trade Agreement and international trade agreements, if applicable.
- b) If the Province or Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing clause 8.1(a), upon notification to the Recipient, the Province and Canada may consider the expenditures associated with the Contract to be ineligible.
- c) Where a Contract is awarded to other than the lowest bidder, to ensure compliance with clause 8.1(a) the Province, at its discretion, may require the Recipient to provide a report including a complete account of the facts, rationale for rejecting the lowest bidder, and a resolution by the Recipient's Council or Board choosing the successful bid.
- d) Any untendered costs may be deemed ineligible for cost-sharing unless approved in writing by Canada and the Province prior to the cost being incurred.
- e) Canada and the Province may in their absolute discretion require a report on any cost or expense incurred by the recipient, whether tendered or not. The Recipient shall provide such details and information as Canada and the Province may reasonably require.

8.2. CONTRACT PROVISIONS

All contracts entered into by the Recipient with a Third Party for the implementation of the Project shall include the following provisions:

- 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 Agreement End Date

and that Canada and 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; and,
- d) The Third Party shall be solely responsible for and shall save harmless and indemnify Canada, the Province and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any 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 (i) the Project; (ii) the performance of the contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents. (iii) the on-going operation, maintenance and contract or the breach of any term of condition of the contract by the Third Party or its officers, employees or agents; and/or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents.

8.3. INSURANCE

- a) The Recipient shall, without limiting the Recipient's obligation or liabilities and at the Recipient's own expense, provide, maintain, and pay for, any and all insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary.
- b) The Recipient agrees to purchase and maintain Commercial General Liability with a per occurrence limit deemed appropriate in consideration of the scale and scope of the Project, covering bodily injury, personal injury and property damage and including liability assumed under this agreement arising out of all operations of the Recipient or any of its officers, employees, or agents who are involved in completing the Project. This policy must include "Her Majesty the Queen in Right of the Province of Nova Scotia" as an additional insured.

9. CLAIMS AND PAYMENTS

9.1. PAYMENT CONDITIONS

The Province will not:

- a) pay any claims in respect of the Project submitted after the Final Claim due date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province;
- b) pay interest for failing to make a payment under this Agreement; and
- c) pay any claims for the Project until the requirements regarding the *Canadian Environmental Assessment Act, 2012* and aboriginal consultation, if identified in respect of the Project are, in Canada's and Nova Scotia's opinion, satisfied to the extent possible at the date the claim is submitted to the Province.
- d) pay any claims for the Project until the Recipient completes, to Canada's and Nova Scotia's satisfaction, the climate lens requirement as identified in Section 3.4 (j) of this Agreement.
- e) Pay any claims for the Project until the Recipient has complied with any reporting requirements under this Agreement required at the time of payment.

9.2. PROGRESS CLAIMS

- a) After Eligible Expenditures have been incurred and paid by the Recipient, payments from the program, if any, will be disbursed upon satisfactory receipt of a completed interim claim in a format as prescribed by the Province. Each progress claim must include an attestation by the Project Manager and, if the Project involves a Municipal

Recipient, the Senior Municipal Official designated in writing by the Recipient as to the accuracy of the information submitted in support of the claim.

- b) An interim claim must be accompanied by a claim details form, including cheque date and number, supplier name and invoice number, particulars and cheque amount.
- c) Where reasonable, claims should be submitted as soon as possible after the Eligible Expenditure is incurred. At the latest, claims must be received by March 31st of the year following the Fiscal Year in which the Eligible Expenditure is incurred and, in all circumstances, no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.
- d) The Recipient shall comply with Generally Accepted Accounting Principles (GAAP), in effect and applied in Nova Scotia, for the purpose of financial reporting on this Project and will provide accurate and timely progress reports on a quarterly basis or as otherwise requested by the Province.

9.3. FINAL CLAIM

The Recipient will submit a final claim to the Province for the Project no later than the Final Claim Due Date as prescribed on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province. Prior to the release of the final payment by Canada and the Province, all reporting requirements must be met as outlined in Schedule D (Reporting Requirements).

9.4. FINAL ADJUSTMENTS

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

9.5. PROJECT DEADLINE

The Project must be Substantially Complete by no later than the Project End Date as prescribed on Schedule B (Statement of Work), and all claims for payment must be submitted to the Province for payment no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.

9.6. RETENTION OF CONTRIBUTION

Payments made during the Project will not exceed 90% of the Contribution. The Project is subject to a financial holdback of 10% until the Project is completed to the satisfaction of Canada and the Province, and all reporting requirements have been fulfilled.

9.7. DECLARATION OF SUBSTANTIAL COMPLETION

- a) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by the Province.
- b) The Declaration of Substantial Completion must be submitted to the Province when the Project can be used for the purpose for which it was intended but no later than than the Project End Date as stated in Schedule B (Statement of Work).

10. REPORTING

- a) The Recipient will provide regular project progress updates, project cashflow updates, and report on project outcomes achieved, as per Schedule D (Reporting Requirements), to the Province at a timing and frequency determined by the Province. The first progress report under this Agreement must cover the period beginning on the Project Approval Date.
- b) The Recipient acknowledges that the information contained within the progress reports may be used by Nova Scotia and Canada to publicly report on program results at any point in time after the Recipient's Project has been approved under this program.

11. AUDIT

- a) Canada and the Province may require additional assurances in the form of an independent audit opinion, carried out at the Recipient's expense and conducted by an accredited and independent auditor in accordance with the Canadian Auditing Standards to confirm that expenditures claimed to Canada and the Province for reimbursement were Eligible Expenditures.
- b) Canada and the Province reserves the right to undertake, at any time, any other audit in relation to a Project at its expense. Canada and the Province will conduct a program compliance audit which will include a financial component and the Recipient agrees to comply with requests for project information in an open and timely manner.
- c) The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. A report on follow-up actions taken to address recommendations and results of the audits will be submitted to Canada and the Province by the Recipient in a timely manner.
- d) The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after the Agreement End Date.

12. EVALUATION

- a) If requested, the Recipient agrees to participate in a review of the Project, to assess Project achievements in relation to the Project outcomes. This review may be conducted by the Province and/or Canada and will require the Recipient to provide information as described in 12(b).
- b) The Recipient agrees to provide all information related to the Project requested by Canada and the Province during the term of the Agreement and up to a period of six (6) years following the Agreement end date or termination date. This will allow Canada and/or the Province to conduct an evaluation of the performance of the ICIP Program.

13. ACCESS

The Recipient will provide Canada and the Province and their designated representatives with reasonable and timely access to each Project site, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

14. COMMUNICATION

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

15. DEFAULT

15.1. EVENTS OF DEFAULT

Each of the following constitutes an "Event of Default" under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement.
- b) The Recipient has submitted false or misleading information to Canada or the Province or made a false or misleading representation to Canada or the Province in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada and the Province's satisfaction.

15.2. DEFAULT

Canada and the Province will not declare that an Event of Default has occurred unless Canada and the Province has given notice to the Recipient of the event, which in Canada and the Province's opinion, constitutes an Event of Default and the Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of Canada and the Province, that it has taken such steps as are necessary to remedy the Event of Default, and has notified Canada and the Province of the rectification.

15.3. REMEDIES ON DEFAULT

Should an Event of Default occur under this Agreement, Canada and the Province may exercise one or more of the following remedies, without limiting any other remedy available to Canada and the Province at law:

- a) suspend or terminate any obligation of Canada and the Province to contribute or continue to contribute funding to a Project to which the Event of Default relates, including any obligation to pay any amount owing prior to the date of such suspension or termination;
- b) require the Recipient to reimburse Canada and the Province for all or any part of the Contribution paid by Canada and the Province to the Recipient for the Project;
- c) Terminate this Agreement.

16. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada and the Province, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to persons, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any person;
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada and the Province in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by Canada and the Province, the Recipient shall retain title to and ownership of an Asset for five (5) years after the Agreement End Date. At any time or times during this five (5) year period, Canada and the Province may require written confirmation from the Recipient, to the satisfaction of Canada and the Province, that the Asset is and continues to be retained by the Recipient.
- b) If at any time within five (5) years from the Agreement End Date, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, the Province, a local government, or with Canada's and the Province's consent, the Recipient may be required to reimburse Canada, via the Province, and the Province any and all funds received from the Province under this Agreement for the Project.

18. ENVIRONMENTAL ASSESSMENT

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012 (CEAA, 2012), other applicable federal environmental

assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

19. ABORIGINAL CONSULTATION

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met.

20. GENERAL

20.1. ACCOUNTING PRINCIPLES

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

20.2. SURVIVAL

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

20.3. CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of either Canada or the Province applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform the Province should it become aware of the existence of any such situation.

20.4. NO AGENCY, PARTNERSHIP, JOINT VENTURE

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the Province and the Recipient or between the Province and a Third Party.
- b) The Recipient will not represent itself, including in any Contract, as a partner, employee or agent of Canada or the Province.

20.5. NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of a Party or to act as an agent for a Party. The Recipient will take the necessary action to ensure that any Contract contains a provision to that effect.

20.6. INTEREST ON DEBTS DUE

Debts due to Canada and the Province will accrue interest.

20.7. SEVERABILITY

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

20.8. ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada and the Province. Any attempt by the Recipient

to assign any of the rights, duties or obligations of this Agreement without Canada's and the Province's express written consent is void.

20.9. AMENDMENTS

- a) This Agreement may only be amended by the execution of a written Amending Agreement between the Parties, in a form satisfactory to the Province.
- b) For the purposes of this Agreement, Director of Municipal Infrastructure, Department of Municipal Affairs and Housing (the "Director") is hereby delegated the authority on behalf of the Province, in the Director's sole discretion, at the request of the Recipient, to:
 - (i) grant extensions to the Agreement End Date, the Project End Date, the Final Claim Due Date and to revise the forecast of estimated contribution by Fiscal Year shown in Schedule C as may be required due to such extension; and
 - (ii) approve changes to the Project Statement of Work shown in Schedule B provided that:
 - A. there is no material change to the nature of the Project; and
 - B. any change will not result in a requirement for an increase in a contribution by Canada or Nova Scotia as set out in Schedule C.
- c) Where a change referred to in clause (b) would result in a reduction in a contribution from Canada or Nova Scotia, the Parties agree to amend the Agreement accordingly.
- d) Where a change referred to in clause (b) would require a change to the Project outcomes reporting provided for in article D.2 of Schedule D, the Parties agree to amend the Agreement accordingly.
- e) Any amendments agreed to under clauses (b), (c) or (d) will be evidenced by a written Amending Agreement, executed by both Parties, which when executed will constitute an amendment to this Agreement. The Director is hereby authorized by the Province to execute on the Province's behalf any Amending Agreement required under this clause.

20.10. WAIVER

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

20.11. NOTICE

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

For the Province:

Hardy Stuckless
Director, Municipal Infrastructure
Department of Municipal Affairs and Housing
Maritime Centre, 8 North
1505 Barrington Street
PO Box 216
Halifax, NS B3J 2M4

or to such other address or facsimile number or addressed to such other person as the Province may, from time to time, designate in writing to the Recipient; and

Jacques Dubé
Chief Administrative Officer
Halifax Regional Municipality
P.O. Box 1749
Halifax, NS B3J 3A5

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

20.12. COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws, regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

20.13. GOVERNING LAW

This Agreement shall be interpreted and applied exclusively in accordance with the laws of Nova Scotia and the applicable federal laws of Canada. The Courts of Nova Scotia shall have exclusive jurisdiction.

20.14. SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness:

Date:

October 20, 2021

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness:

Date: Dec 6, 2021

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness:

Date:

GOVERNMENT OF NOVA SCOTIA

as represented by the Minister of
Municipal Affairs and Housing

Honourable John A. Lohr

Date:

October 20, 2021

HALIFAX REGIONAL MUNICIPALITY

Authorized Official

Date: Dec 6, 2021

HALIFAX REGIONAL MUNICIPALITY

Authorized Official

Date:

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1 ELIGIBLE EXPENDITURES

Eligible Expenditures will include only the following:

- a) All costs considered by Nova Scotia and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in Schedule A.2 (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in Section 3.4 (j) (Commitments by the Recipient) as well as creating community employment benefit plans, if applicable;
- b) The incremental costs of employees of the Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and,
 - ii. The arrangement is approved in advance and in writing by Nova Scotia and Canada.
- c) Costs will only be eligible as of the Project Approval Date, except for costs associated with completing climate lens requirement as outlined in Section 3.4 (j) (Commitments by the Recipient), which are eligible before Project approval, but can only be paid if and when a Project is approved by Nova Scotia and Canada for contribution funding under this Agreement.

A.2 INELIGIBLE EXPENDITURES

The following are expenditures that are not eligible:

- a) Costs incurred before the Project Approval Date and any expenditures related to contracts signed prior to project approval, except for expenditures associated with completing the climate lens requirements as per Section 3.4 (j) (Commitments by the Recipient);
- b) Costs Incurred for cancelled Projects;
- c) Costs incurred after the Project End Date as listed on Schedule B (Statement of Work);
- d) Costs incurred that have not been claimed to the Province by the Final Claim Due Date as listed on Schedule C (Statement of Financial Contribution);
- e) Costs of relocating entire communities;
- f) Land acquisition;
- g) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- h) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Schedule A.1 (b) (Eligible Expenditures);
- i) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- j) Any goods and services costs which are received through donations or in kind;
- k) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- l) Costs associated with operating expenses and regularly scheduled maintenance work;

- m) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and,
- n) All capital costs, including site preparation and construction costs, until Nova Scotia and Canada have confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 17 (Environmental Assessment) and Section 18 (Aboriginal Consultation) have been met to the extent possible and continue to be met.

SCHEDULE B – STATEMENT OF WORK

Applicant: HALIFAX REGIONAL MUNICIPALITY

Project Name: HALIFAX COMMUNITY BUILDING RETROFITS

Project Number: 05-21-0008

Project Description:

This project involves energy efficiency upgrades to five community buildings in the Halifax Regional Municipality: Scotiabank Centre, Alderney Gate Library, Sackville Sports Stadium, BMO Centre, and Keshen Goodman Library. The upgrades include heat recovery integration, geothermal heat pumps, improved controls and solar photovoltaic installation.

Condition(s) Precedent:

- N/A

Project Approval Date: July 15, 2021

Project End Date: March 31, 2025

SCHEDULE C - STATEMENT OF FINANCIAL CONTRIBUTION

Applicant: HALIFAX REGIONAL MUNICIPALITY
Project Name: HALIFAX COMMUNITY BUILDING RETROFITS
Project Number.: 05-21-0008

Final Claim Due Date: September 30, 2025

Contribution by Canada and Nova Scotia:

Nova Scotia agrees to pay a contribution to the Recipient to a maximum of **\$3,319,439 (33.33%)**.

Canada agrees to pay a contribution to the Recipient of **40%** of the total Eligible Expenditures for the Project to a maximum of **\$3,983,725**.

Project Cash Flow

Total Estimated Costs:	\$9,959,313	Total Shareable Costs:	\$9,959,313
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Estimated Expenditures	Forecast			
Estimated Contribution by Nova Scotia and Canada	Forecast of Estimated Contribution by Fiscal Year*			
	2021/22	2022/23	2023/24	2024/25
\$7,303,164	\$1,539,930	\$2,419,890	\$2,243,394	\$1,099,950

*Note: Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of the Contribution Agreement.

SCHEDULE D – REPORTING REQUIREMENTS

D.1 PROJECT PROGRESS / CASHFLOW REPORTS

The Recipient will provide a progress report on the status of the Project, in a format to be prescribed by the Province, and upon timelines prescribed by the Province. The information to be collected may include, but is not limited to, the dates around design, tender, award, construction start, anticipated completion date, any identified risks, financial information on claimed amount and anticipated claim amount. The Recipient will also be required to provide a completed project cashflow survey form at a timing and frequency as determined by the Province. All progress and cashflow reports must be attested to prior to submission.

D.2 PROJECT OUTCOMES REPORT

The Recipient agrees to report, in a format and at a frequency determined by the Province, on progress towards achieving the following project outcomes measures as well as confirmation of meeting these measures that were identified in their application to the Province for project funding consideration:

- Increased capacity to generate clean energy and increased energy efficiency of buildings

The Recipient also agrees to meet with representatives of the Province to discuss the progress of the Project at a frequency determined by the Province.

SCHEDULE E – COMMUNICATIONS PROTOCOL

E.1 PURPOSE

- a) This Communications Protocol outlines the roles and responsibilities of each of Canada and the Province, as well as those of the Recipient, with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement.

E.2 GUIDING PRINCIPLES

- a) Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) The Province is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Recipients and for ensuring their compliance.
- d) The Province will communicate to Recipients any deficiencies and/or corrective actions identified by Canada, the Province or by the Oversight Committee.

E.3 JOINT COMMUNICATIONS

- a) Canada, the Province and the Recipient will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of Canada, the Province and the Recipient.
- c) All Joint Communications material will be approved by Canada and Nova Scotia and will recognize the funding of all Parties
- d) Canada, the Province or the Recipient may request Joint Communications. The requestor will provide at least 15 business days' notice to Canada, the Province or the Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide the opportunity for Canada, the Province or the Recipient to choose to participate and choose their own designated representative (in the case of an event).
- f) The Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in this Agreement.
- g) Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos. In such cases, Canada will provide the translation services and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

E.4 INDIVIDUAL COMMUNICATIONS

- a) Notwithstanding Section E.3 of this Communications Protocol (Joint Communications), Canada and the Province each retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through its own Communications Activities.
- b) Canada, the Province, and the Recipient may each include general Program messaging and Project examples in their own Communications Activities. Canada, Nova Scotia and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.
- c) Canada, Nova Scotia or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. Canada will provide and publish guidelines for how this recognition is to appear.
- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with project name and location.

E.5 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to this Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada. The Province may also make such operational communications if it determines it is appropriate.

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

E.6 MEDIA RELATIONS

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

E.7 SIGNAGE

- a) Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada and the Province, the Recipient will produce and install a sign to recognize federal and provincial funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.
- c) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal and provincial contribution and be approved in writing by both Canada and Nova Scotia.
- d) The Recipient agrees to inform the Province of sign installations and will include this information as part of their reporting requirements.

e) For more information on signage specifications or general questions regarding signage for the project, the Recipient will reach out to Infrastructure Canada (INFC). The following website address provides more information and contact options for INFC:

- <https://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>

- f) If erected, signage recognizing the federal and provincial contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- g) If erected, signage recognizing the federal and provincial contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- h) The Recipient is responsible for the production and installation of Project signage, including costs, or as otherwise agreed upon.
- i) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will clearly recognize Canada's contribution under Schedule A (Terms and Conditions) and/or the Total Financial Assistance received for the Project(s).

E.8 COMMUNICATING WITH RECIPIENTS

The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

E.9 ADVERTISING CAMPAIGNS

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

SCHEDULE F - DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement between the Government of Nova Scotia, as represented by the Minister of Municipal Affairs and Housing, and the Halifax Regional Municipality, the Recipient, dated _____, pursuant to the Investing in Canada Infrastructure Program Agreement (the "Agreement"):

I, _____, hold the position of _____ for
(Name) (Title)

Halifax Regional Municipality, in the Province of Nova Scotia and, as such, have knowledge of the matters set forth in this declaration and believe this declaration to be true and correct.

I declare to the best of my knowledge and belief that the Project identified as _____, as approved on _____ has reached Substantial Completion as defined in the Agreement on the _____ day of _____, 20____ (the "Substantial Completion Date").

All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____, in Nova Scotia
this _____ day of _____, 20_____.

(Signature)

(Please Print Name)

Usage and building characteristics of each facility

Facility	Address	Usage	Year Built	Gross Floor Area (m ²)
Scotiabank Centre	1800 Argyle St, Halifax, NS B3J 2V9	Scotiabank Centre is the largest multipurpose facility in Atlantic Canada and a hub for major events in Nova Scotia with 10,500 seats.	1978	22,169
BMO Centre	61 Gary Martin Dr, Bedford, NS B4B 0G7	Host for local organized sports such as hockey, ringette, figure skating, Spring and Summer Camps, plus beach volleyball.	2010	14,618
Keshen Goodman Library	330 Lacewood Drive, Halifax, NS B3S0A3	Large, light and airy space with high ceilings. Café with a fireplace. Dedicated area for kids. Collection of technology resources: iPads, Google Chromebooks, public access computers with WiFi and a variety of software	2001	2,301
Sackville Sports Stadium	409 Glendale Dr, Lower Sackville, NS B4C 2T6	A multi-purpose facility that offers programs and services in the areas of fitness, sport, wellness, arts, crafts, outdoor education, and general leisure programs.	1989	11,334
Alderney Gate	40 & 60 Alderney Drive, Dartmouth, NS B2Y2N5	Alderney Gate is comprised of four buildings on the Dartmouth Waterfront: Ferry Terminal, Library, Cultural Centre and Office Complex	1988	25,957