

Item No. 10.1.1
Halifax Regional Council
October 12, 2010

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: Original Signed by _____
Mike Labrecque, Acting Chief Administrative Officer

DATE: September 20, 2010

SUBJECT: 2010 Gas Tax Funding Agreement

ORIGIN

The Federal/Provincial Agreement on the transfer of Federal Gas Tax Revenue requires Municipalities to sign funding agreements with the Province to transfer a portion of the revenue to the Municipalities.

RECOMMENDATION

It is recommended that His Worship Mayor Peter Kelly, on behalf of Halifax Regional Council, execute the Municipal Funding Agreement (Attachment 1) between the Province of Nova Scotia and Halifax Regional Municipality.

BACKGROUND

On September 23, 2005, the Province of Nova Scotia and Government of Canada signed a bi-lateral agreement to transfer a portion of federal gas tax revenue to the municipalities. In turn, a Municipal Funding Agreement outlining program criteria and requirements must be signed in order for the municipalities to receive the funds.

Halifax Regional Council signed the first agreement on December 13, 2005, which spanned the years 2005/2006 to 2009/2010 inclusive. This agreement has expired and HRM is being asked to sign the new agreement attached to this report.

The Gas Tax Funding (GTF) program is a very important source of funding for the capital budget, and approximately \$64 million has been transferred to HRM over the five year period of the previous agreement.

Generally speaking, the GTF program funds sustainable projects such as transit, water, wastewater, solid waste, and community energy programs. The GTF program is not application based. Rather, a sum of money is transferred to a municipality for eligible projects approved by Council in the Capital Budget. The Gas Tax Funds are identified in the approved capital budget as a “block” of funds, similar to “debt” and “capital from operating”. The Province in turn requires that the funds be allocated to a group of projects that are approved by Council and are eligible to receive gas tax funding (refer to Attachment 2).

The program has very rigorous reporting requirements. The most significant requirement is that a municipality must have an integrated community sustainability plan (ICSP), as well as a capital investment plan for eligible projects that support the ICSP. The Regional Plan has been accepted by the Province as HRM’s integrated community sustainability plan.

DISCUSSION

The 2010 agreement spans the years 2010/2011 to 2013/2014 inclusive.

The 2010 agreement will transfer \$24,800,514 to HRM for the 2010/2011 fiscal year. This amount is less than received in previous years and approximately \$800,000 less than the amount included in the 2010/2011 Project Budget.

The Federal/Provincial transfers are based on the distribution of population across Canada, and the transfers to Municipalities are in turn based on population distribution within the Province. Although the population of HRM has increased, Nova Scotia had a net decrease in population last year and as a result, the net transfer to all NS Municipalities has decreased from the 2009/2010 fiscal year.

Amounts that will be transferred in 2011/1012 to 2013/2014 have yet to be determined.

Several provisions in the 2010 agreement have changed from the agreement that was signed in 2005. Most are “house-keeping” amendments concerning reporting requirements; however, some of the more significant changes are summarized below:

- The agreement acknowledges the Memorandum of Understanding between the Province of Nova Scotia and the Union of Nova Scotia Municipalities relating to Climate Change, and as a result, renewable energy generation, energy reduction investments (e.g., building retrofits, LED lighting), active transportation infrastructure (bike lanes, sidewalks, crosswalks, trails, bike racks), as well as roads and bridges that support “sustainable outcomes”, are eligible for gas tax funding.
- A climate change action plan is required to be amended to the ICSP.
- The agreement acknowledges that the GTF has been made part of the Building Canada Plan which provides funding to local governments until 2014.

BUDGET IMPLICATIONS

The transfer for 2010/2011 is \$803,529 less than the amount of Gas Tax Funding included in the 2010/2011 Project Budget, however, this amount is offset by previous years surpluses and interest earned in Q134 Gas Tax Reserve and will not affect project delivery for 2010/2011.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality’s Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

N/A

ALTERNATIVES

There are no alternatives.

ATTACHMENTS

Attachment 1 – Municipal Funding Agreement between the Province of Nova Scotia and Halifax
Regional Municipality

Attachment 2 – Capital Projects Selected for Gas Tax Funding in 2010/2011

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Peter Duncan, Manager Infrastructure Planning Office, 490-5449

Financial Approval by _____
Paul Flemming for Cathie O Toole, CGA, Director of Finance, 490-6308

Report Approved by: _____
Phillip Townsend, Director, Infrastructure & Asset Management, 490-7166

**SCHEDULE I – Municipal Funding Agreement (MFA)
(2010-2014)**

MUNICIPAL FUNDING AGREEMENT made as of **AUG 19**, 2010

BETWEEN:

HER MAJESTY THE QUEEN, in right of Nova Scotia, as
represented by the Minister of Service Nova Scotia and
Municipal Relations (the "Province")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM

Municipal Solicitor

HALIFAX REGIONAL MUNICIPALITY, in the
Province of Nova Scotia ("the Municipality")

OF THE SECOND PART

PREAMBLE

WHEREAS Canada and Nova Scotia wish, in partnership, to address the need of Municipalities for stable, predictable and long-term funding for Environmentally Sustainable Infrastructure; and

WHEREAS Canada and Nova Scotia have signed the Canada – Nova Scotia Agreement on the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities to allocate a portion of federal gas tax revenues for the benefit of Nova Scotia Municipalities; and

WHEREAS the Province recognizes the need to develop municipal infrastructure to maintain or enhance economic, social and cultural opportunity and well-being, while protecting and improving the quality of our environment upon which the people and economies of Nova Scotia depend; and

WHEREAS the Province of Nova Scotia and the Union of Nova Scotia Municipalities have entered into a Memorandum of Understanding on climate change, the Province agrees to work with municipalities to develop Climate Change Action Plans; and

WHEREAS the Province agrees to transfer to the Municipality a portion of federal gas tax revenues to be used by the Municipality for eligible expenditures for projects meeting the criteria, and upon the terms and conditions, contained herein; and

WHEREAS the Province agrees to provide such funds, as approved annually, to the Municipality upon receipt of funds from the Government of Canada as agreed to under Canada-Nova Scotia Agreement On The Transfer Of Federal Gas Tax Revenues Under The New Deal For Cities And Communities; and

WHEREAS the Municipality has agreed to accept these funds upon the terms and conditions contained herein;

WHEREAS the Gas Tax Fund is a component of the Building Canada Plan, providing stable, predictable, and flexible funding to local governments until 2014;

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions

A capitalized term has the meaning given to it in this Section unless the context clearly dictates otherwise.

“Agreement” means this agreement between the Province and the Municipality for the transfer of the federal gasoline tax.

“Annual Expenditure Report” means the annual report to be prepared and delivered by the Municipality to the Province, more particularly described in Schedule 4.

“Audit Report” means an audit report prepared, at the Municipality’s cost, by a Nova Scotia licensed auditor, more particularly described in Schedule 4.

“Canada” means the Government of Canada.

“Capacity Building Projects” means projects and activities that strengthen the ability of Municipalities to develop and implement Integrated Community Sustainability Plans, as more particularly described in Schedule 1.

“Climate Change Action Plan” an amendment to the Integrated Community Sustainability Plan, outlining strategies and actions to be undertaken by a Municipality to address climate change mitigation and adaptation.

“Capital Investment Plan” means a document created by the Municipality through a public process, providing a detailed understanding of anticipated investments into tangible capital assets, including environmentally sustainable infrastructure, that are considered "priorities" (along with a rationale).

“Eligible Costs” means those costs described in Schedule 2, incurred in respect of Eligible Projects.

“Eligible Projects” means Capacity Building Projects and Environmentally Sustainable Municipal Infrastructure (ESMI) Projects.

“Environmentally Sustainable Municipal Infrastructure (ESMI) Projects” means municipal infrastructure projects that:

- a) improve the quality of the environment and contribute to reduced greenhouse gas emissions, cleaner water or cleaner air; and
- b) fall within the category of projects described in Schedule 1.

“Federal-Provincial Agreement” means the Agreement entered into by Canada and Nova Scotia to allocate a portion of federal gas tax revenues to Nova Scotia Municipalities.

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

“Funds” means the federal gas tax revenues made available pursuant to this Agreement.

“Integrated Community Sustainability Plans” means a long-term plan, developed in consultation with community members, that provides direction for the community to realize sustainability objectives it has for the environmental, cultural, social and economic dimensions of its identity, as more particularly described in Schedule 7.

“Minister” means the Minister of Service Nova Scotia and Municipal Relations.

“Municipal Base Amount” is \$58 million for Municipalities having a population greater than 250,000.

“Municipality” means a regional municipality, town, county or district municipality.

“Outcomes Report” means the report to be delivered by the Municipality to the Province and made available to the public, which reports on the outputs and outcomes of the use of the Funds, using the indicators set out in Schedule 5.

“Parties” means the Province and the Municipality.

“Village” means an incorporated village.

1.2 Schedules

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

Schedule 1 – Eligible Project Categories

Schedule 2 – Eligible Costs

Schedule 3 – Municipal Requirements

Schedule 4 – Reporting and Audits

Schedule 5 – Outcome Indicators

Schedule 6 – Communications Protocol

Schedule 7 – Integrated Community Sustainability Plans

Schedule 8 – Funding Formula for the Municipality

Schedule 9 – Climate Change Action Plan

Schedule 10 – ICSP Implementation Progress Report

2. PURPOSE

2.1 Purpose of the Agreement

The purpose of the Agreement is to:

- (a) provide a joint framework for the transfer of Funds to the Municipality for investment in environmentally sustainable municipal infrastructure.
- (b) support Eligible Projects in Nova Scotia Municipalities that will lead to the federal and provincial desired outcomes of cleaner air, cleaner water, and lower greenhouse gas emissions,
- (c) build on Nova Scotia's commitment to partner with Municipalities to promote effective local government, and healthy and vibrant communities by assisting its Municipalities to develop Environmentally Sustainable Municipal Infrastructure.

3. RESPONSIBILITIES

3.1 Provincial Responsibilities

The Province agrees to provide Funds to the Municipality in trust over the term of this Agreement in incremental payments generally in accordance with Schedule 8, subject to the following:

- (a) receipt of Funds from the Government of Canada as agreed to in the Canada – Nova Scotia Agreement On The Transfer Of Federal Gas Revenues Under The New Deal For Cities And Communities;
- (b) execution of this Agreement by the Parties;
- (c) the Municipality's compliance with this Agreement.

3.2 Municipal Responsibilities

The Municipality agrees to accept the Funds provided by the Province and agrees to fully comply with this Agreement, including the following:

3.2.1 The Municipality agrees to provide to the Minister for each fiscal year of this Agreement:

- a) assurance that, prior to the expiry of the Agreement, the Municipality is able to successfully integrate the preparation of a multi-year Capital Investment Plan with an Integrated Community Sustainability Plan.
- b) a summary of actual gas tax fund expenditures for each Eligible Project undertaken in the year and the year-end balance (Annual Expenditure Report).

- c) a summary of actual expenditures on other capital projects undertaken in the year.
- d) certification by the Municipality that it is in compliance with the terms of this Agreement.

3.2.2 The Municipality agrees to:

- a) in 2010-2011, sign the Municipal Funding Agreement and submit a municipal Capital Investment Plan; the required audited Annual Expenditure Report, and audited Financial Statements.
- b) in 2011-2012, and annually thereafter, submit a 5-year Capital Investment Plan, the required audited Annual Expenditure Report, and audited Financial Statements;
- c) Beginning in 2013-14 submit an ICSP Implementation Update, prepared in accordance with Schedule 10 of this Agreement;
- d) In 2013-14 submit a Climate Change Action Plan prepared in accordance with Schedule 9 of this Agreement.

3.2.3 The Municipality agrees to the following additional terms and conditions:

- a) the Municipality shall maintain a separate accounting for the Funds provided;
- b) the Municipality may invest the Funds provided, or unutilized portions thereof, only in accordance with the terms of Section 100 of the *Municipal Government Act*;
- c) the Municipality shall determine and report the "actual income earned" on the unexpended Funds invested in the Annual Expenditure Report;
- d) the Municipality shall comply with the requirements in Schedule 3;
- e) all Funds provided and interest earned, not expended prior to March 31, may be retained by the Municipality and expended in accordance with this Agreement in the following fiscal years;
- f) the work on any Eligible Project shall be carried out in accordance with the rules, regulations and laws governing such works, and in accordance with the best general

practices then current at the time of construction of the project;

- g) a Village in the Municipality may submit a list of Eligible Projects to the Municipality. The Municipality shall, in the same fashion as for its projects, evaluate the list, prioritize the projects on it, and include any on the Municipality's list of Eligible Projects;
- h) the Municipality agrees to allow Nova Scotia and its agents, including but not limited to, the Auditor General of Nova Scotia, and representatives of Service Nova Scotia and Municipal Relations, access to an Eligible Project site, any engineering drawings or documents, and any other such project-related documents as deemed necessary by the Province in performing an audit of the projects undertaken under this Agreement. All Eligible Project-related documents shall be kept by the Municipality for a minimum of three years following completion of the project;
- i) the Municipality agrees to hold harmless the Province and Canada, its servants, agents and employees from and against any and all third party claims, demands or actions for which the Municipality is legally responsible, including those arising out of negligence or wilful acts by the Contractor or the Contractor's employees or agents. This hold harmless clause shall survive this Agreement;
- j) the Municipality shall ensure the Funds will result in net incremental capital spending on Environmentally Sustainable Infrastructure over the period April 1, 2010 to March 31, 2014 by continuing to invest in capital municipal infrastructure projects in addition to this and other grants, and commits that the Funds will not displace or be used to claw back any capital infrastructure funding that is currently being made available for infrastructure;
- k) if the Municipality has a population greater than 250,000, the Municipality agrees that its average annual capital spending on municipal infrastructure over the period of April 1, 2010, to March 31, 2014, will not fall below the Municipal Base Amount;
- l) the Municipality agrees that Funds provided under this Agreement and interest earned will be used only for capital expenditures of the general types of capital infrastructure projects listed in I), subject to II) Eligible Costs, and III) the award of contract criteria.

I. ELIGIBLE PROJECTS

Schedule 1 contains the listing of Environmentally Sustainable Projects and Capacity Building Projects eligible under this Agreement.

II. ELIGIBLE COSTS

Schedule 2 contains a listing of Eligible Costs as defined under this Agreement.

III. AWARD OF CONTRACTS AND USE OF MUNICIPAL FORCES

Schedule 3 contains guidelines related to the Award of Contracts, and Schedule 2 contains guidelines related to the Use of Municipal Forces.

- m) The Municipality agrees to undertake communications activities in respect to projects funded by Funds in accordance with the terms of the communications protocol set out in Schedule 6.

4. REPORTING, AUDITS AND EVALUATION

4.1. Reporting

4.1.1 The Municipality will, at its cost:

- a) prepare and deliver a 5-year Capital Investment Plan for each fiscal year, which includes a list of proposed capital projects with Gas Tax Eligible Projects identified, and the funding source for each, prior to the Province transferring Funds under this Agreement.
- b) prepare and deliver to the Province no later than July 31st of each Fiscal Year, in respect of the prior Fiscal Year, an audited Annual Expenditure Report, and to provide an interim version of the Annual Expenditure Report by May 30 of each Fiscal Year; and
- c) prepare and deliver to the Province no later than July 31st an Outcomes Report for completed projects.
- d) Prepare and deliver to the Province no later than September 30th annually audited financial statements.

4.1.2 The Province or Canada may incorporate all or any part or parts of

the said reports into any report that they may prepare for their own purposes, including any reports that may be made public.

4.2. Audits

- 1.1.2. Annual Expenditure Reports will be accompanied by certification by the Municipality that it has complied with this Agreement, and an Audit Report.
- 1.1.3. The Municipality agrees to keep proper and accurate accounts and records, including invoices, statements, receipts and vouchers in respect of all Eligible Projects that receive Funds, for at least three years after termination of this Agreement and will, upon reasonable notice, make them available to the Province or to Canada for inspection or audit.
- 1.1.4. The Province may complete, and provide to Canada, an audit of any one or more Eligible Projects, and the costs shall be paid by the Municipality. The Province or Canada may request and the Municipality agrees to complete, at its cost, and provide to the Province or Canada, an audit of any one or more Eligible Projects.
- 1.1.5. The Municipality will share with the Province or Canada the results of any compliance or performance audit that it may carry out beyond the Audit Report that examines the use of Funds to a specific extent.

5. ENFORCEMENT

- 5.1. The Parties agree that the Province will enforce this Agreement if the Municipality does not comply with the terms and conditions of this Agreement, and the methods of enforcement may include withholding of payment, reduction of payment, requiring the return of payment or non-renewal of this Agreement. The Municipality will cooperate with any request made pursuant to this clause, within the time provided in the request, and any amount owed to the Province under this Agreement will constitute a debt due to the Province, which the Municipality will reimburse forthwith, on demand, to the Province.
- 5.2. Any dispute between the Province and the Municipality, or any question of law or fact arising out of this Agreement shall be submitted to and determined by the Court having jurisdiction over this Agreement.
- 5.3. The rights, remedies and privileges of the Province under this Agreement are cumulative and any one or more may be exercised.

6. GENERAL

- 6.1.** The Parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candor any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and or rectifying any omission in any of these provisions.
- 6.2.** This Agreement shall continue in effect until March 31, 2015, and may be renewed thereafter if mutually agreed in writing. To facilitate efficient planning, any such renewal should be implemented before the expiry date. If this Agreement is not extended in writing beyond the termination date, all uncommitted Funds as of the termination date shall be returned to the Province by March 31, in the year following the date of termination.
- 6.3.** If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
- 6.4.** This Agreement is binding upon the Parties and their successors.
- 6.5.** The Parties agree that the laws of the Province of Nova Scotia will govern this Agreement.
- 6.6.** The Parties agree that the rights and obligations set forth in sections 3.2, 4.1, 4.2, and 5.1 will survive expiry or termination of this Agreement.

Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the Party to whom it is addressed if personally delivered, sent by prepaid registered mail, sent by facsimile transmission or by e-mail to the Minister at:

Service Nova Scotia and Municipal Relations
1505 Barrington Street, 14 North Maritime Centre
PO Box 216
Halifax, Nova Scotia
B3J 2M4
Fax : (902) 424-3858
E-mail : mrmacdon@gov.ns.ca

or to such address as either Party may furnish to the other from time to time.

7. MISCELLANEOUS

7.1. Binding Obligations

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.

7.2. No Benefit

No member of the House of Commons or of the Senate of Canada will be admitted to any share or part of any contract made pursuant to this Agreement or to any benefit arising therefrom.

7.3. No Agency

It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, Nova Scotia and the Municipality, or between Canada, Nova Scotia and a Third Party.

7.4. No Authority to Represent

Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as agent for the other. Nothing in this Agreement is to be construed as authorizing the Municipality or any Third Party to contract for or to incur any obligation on behalf of the Province or Canada or to act as agent for the Province or Canada.

7.5. Precedence

In the event of a conflict, the part of this Agreement that precedes the signatures of the Parties will take precedence over the Schedules.

7.6. Accounting Principles

All accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations will be made and all financial data to be submitted will be prepared in accordance with the generally accepted accounting principles (GAAP) in effect in Canada and in Nova Scotia. GAAP will include, without limitation, those principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

7.7. Amendments to the Federal-Provincial Agreement

If the Province and Canada amend the Federal-Provincial Agreement, the Province may require the Municipality to amend this Agreement to take the amendments into account.

7.8 Amendments to the Municipal Funding Agreement


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

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HER MAJESTY THE QUEEN in right of the **The Municipality** as Represented by
Province of Nova Scotia as Represented by
the Minister of Service Nova Scotia
and Municipal Relations

Honourable Ramona Jennex

the Mayor/Warden



And Municipal Clerk

AUG 19 2010
Date _____

Date _____

SCHEDULE 1

Eligible Project Categories

In order to be eligible all projects must be referenced as a priority of the municipalities' ICSP and CIP.

1) ESMI Projects include the following:

a) **public transit**, which demonstrates greenhouse gas reduction costs/benefits e.g.:

- I. rapid Transit: tangible capital assets and rolling stock (includes light rail, heavy rail additions, subways, ferries, transit stations, park and ride facilities, grade separated bus lanes and rail lines);
- II. transit Buses: bus rolling stock, transit bus stations; accessible transit, hybrid transit vehicles
- III. Intelligent Transport System (ITS) and Transit Priority Capital Investments;
- IV. ITS technologies to improve transit priority signalling, passenger and traffic information, and transit operations;
- V. capital investments, such as transit queue-jumpers and High Occupancy Vehicle (HOV) lanes.

b) **water**, e.g.:

drinking water supply; drinking water purification and treatment systems; drinking water distribution systems; water metering systems

c) **wastewater**, e.g.:

wastewater systems including sanitary sewer systems and separate storm water systems, including storm water and flood damage control systems.

d) **solid waste**, e.g.:

waste diversion; material recovery facilities; organics management; collection depots; waste disposal landfills; thermal treatment and landfill gas recuperation.

e) **community energy systems**, e.g.:

- I. cogeneration or combined heat and power projects (where heat and power are produced through a single process);
 - II. district heating and cooling projects where heat (or cooling) is distributed to more than one building;
 - III. renewable energy generation (e.g., wind, solar, tidal hydroelectric, cleaner fuels);
 - IV. energy consumption/reduction investments (e.g., energy-efficient building retrofit based on energy audit, LED Lighting).
- f) **active transportation** infrastructure that supports the outcomes of cleaner air, cleaner water & reduced GHG emissions (e.g., sidewalks, bike lanes, crosswalks, trails, bike racks).
- g) **local roads** (e.g., road construction, paving and resurfacing), **bridges and tunnels** for Municipalities that enhance sustainability outcomes.

2) **capacity building** includes the following activities:

- I. collaboration: building partnerships and strategic alliances; participation; and consultation and outreach;
- II. knowledge: use of new technology; research; and monitoring and evaluation;
- III. integration: planning and policy development (e.g., environmental management systems, life cycle assessment asset management, wastewater risk assessment studies, risk/vulnerability mapping, climate change risk assessment, land use planning and policy development, climate change action plans)

SCHEDULE 2

Eligible Costs

Eligible Costs

1. Project Costs

Eligible Costs will be all direct costs that are in Canada's opinion properly and reasonably incurred and paid by a Municipality under a contract for goods and services necessary for the implementation of an Eligible Project. Eligible Costs may include only the following:

- a) The capital costs of acquiring, constructing or renovating a tangible capital asset, and any debt financing charges related thereto;
- b) The fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures;
- c) The costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act* or a Nova Scotia equivalent; and
- d) The costs related to strengthening the ability of Municipalities to develop Integrated Community Sustainability Plans

1.1 Employee and Equipment Costs

In the case of Municipalities having a population less than 75,000 the out-of-pocket costs (not overhead) related to employees or equipment may be included in its eligible costs under the following conditions:

The Municipality has:

- a) The Municipality has determined that it is not economically feasible to tender a contract;
- b) Employees or equipment are employed directly in respect of the work that would have been the subject of the contract; are incremental to the normal operations of the municipality; and

- c) The arrangement is approved in advance and in writing by Nova Scotia.

The Municipality has also demonstrated by third party certification that it is more cost-effective to use internal resources to complete eligible projects than to engage external contractors, and certification by the municipality that such resources are incremental to municipal operations staff

1.2 Administration Costs

That portion of Funds representing interest earned from a segregated special GTF reserve account may be used to pay for administration costs.

Ineligible Costs

Costs related to the following items are ineligible costs:

- a) Eligible Project costs incurred before April 1, 2005;
- b) services or works that, in the opinion of Nova Scotia, are normally provided by the Municipality or a related Party;
- c) salaries and other employment benefits of any employees of the Municipality except as indicated in Section 1.1;
- d) a Municipality's overhead costs, its direct or indirect operating or administrative costs, and, more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its applicant's staff;
- e) costs of feasibility and planning studies for individual Eligible Projects;
- f) Taxes for which the Municipality is eligible for a tax rebate, and all other costs eligible for rebates;
- g) costs of land or any interest therein, and related costs;
- h) cost of leasing of equipment by the Municipality except as indicated in Section 1.1 above;
- i) routine repair and maintenance costs;
- j) legal fees;
- k) administrative costs incurred as a result of implementing this Agreement, subject to 1.2 above; and
- l) audit and evaluation costs.
- m) cost incurred after March 31, 2014 unless otherwise agreed in writing prior to this date.

SCHEDULE 3

Municipal Requirements

The Municipality shall:

1. complete annually during the duration of this Agreement, a Capital Investment Plan and Audited Expenditure Report, including Outcomes Report;
2. complete by March 31, 2010 an Integrated Community Sustainability Plan, either by itself or as part of some higher level of agglomeration. As an amendment to the Integrated Community Sustainability Plan, the municipality will prepare a Climate Change Action Plan by March 31, 2014 in accordance with Schedule 9;
3. adopt and use the accounting rules of the Public Sector Accounting Board;
4. ensure that the Funds will result in net incremental capital spending on municipal infrastructure over the period of April 1, 2010, to March 31, 2014;
5. in the case of Halifax Regional Municipality, will ensure that its average annual capital spending on municipal infrastructure over the period of April 1, 2005, to March 31, 2010, will not be less than the HRM Base Amount;
6. permit Canada reasonable access to all records relating to all Eligible Projects that have received Funds;
7. be responsible for the complete, diligent and timely implementation and completion of the Eligible Project;
8. acknowledge that Nova Scotia may hold back Funds if the Municipality is in default under the Municipal Funding Agreement;
9. comply, as necessary, with the Communications Protocol set out in Schedule 6;
10. comply with all legislated environmental assessment requirements and agree that no Funds will be committed to an Eligible Project until all required environmental assessment requirements have been satisfied;
11. implement all mitigation measures identified in any environmental assessment of the Eligible Project;
12. if Funds are paid by Nova Scotia to the Municipality in advance of the

Municipality incurring and paying Eligible Costs, invest such Funds in accordance with Section 100 of the *Municipal Government Act*. Funds must be placed in a segregated special GTF reserve account. Further, if such advanced funds are not paid by the Municipality in respect of Eligible Costs, within TBD years of the advance payment, Nova Scotia shall withhold further payment of Funds to the Municipality;

13. (a) Retain title to, and ownership of, the Municipal Infrastructure resulting from the Eligible Project for at least ten (10) years after project completion unless the recipient sells the asset to Canada, Nova Scotia, or a Municipality;
- (b) if, at any time within ten (10) years from the date of completion of the Eligible Project, the Municipality sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with Funds contributed by Canada under the terms of this Agreement, other than to Canada, Nova Scotia or a Municipality, the Municipality shall repay Nova Scotia on demand, a proportionate amount of the Funds contributed by Canada, as follows:

Where Eligible Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Eligible Project completion	100%
Between 2 and 5 Years after Eligible Project completion	55%
Between 5 and 10 Years after Eligible Project completion	10%

14. a) award and manage all contracts for the supply of services, including construction and material to the Eligible Project ("Contracts") in accordance with the Municipality's relevant policies and procedures. In the event that an Municipality does not have a relevant policy and procedure, then the Provincial policies and procedures will be followed; and
 - b) award Contracts in a manner that is transparent, competitive and consistent with value for money principles, and meet the intent of Nova Scotia Procurement policies.
15. indemnify and save harmless Canada and Nova Scotia, their officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to

persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) all Eligible Projects;
- b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Municipality, its officers, employees and agents, or by a third party and any of its officer, employees, servants or agents;
- c) the performance of a Funding Agreement or the breach of any term or condition of the Funding Agreement by the Municipality, its officers, employees and agents, or by a third party and any of its officer, employees, servants or agents;
- d) the design, construction, operation, maintenance and repair of any part of an Eligible Project; and
- e) any omission, or wilful or negligent act of the Municipality or third party and their respective employees, officers, servants or agents.

16. Where incorporated Villages receive funding under this MFA, Municipalities shall require Village to report to them under the same terms and conditions required for municipal reporting under this Agreement.

SCHEDULE 4

Reporting and Audits

1. Reporting

1.1 Annual Expenditure Report

- 1.1.1 The Annual Expenditure Report will report on:
- the amounts received from Nova Scotia under this Agreement;
 - amounts spent by the Municipality for Eligible Projects; and,
 - amounts held at year end by the Municipality to be spent on Eligible Projects.
- 1.1.2 The Annual Expenditure Report will also indicate in a narrative the progress that the Municipality has made in meeting its commitments and contributions.
- 1.1.3 The Annual Expenditure Report will also include the following information:
- A listing of all Eligible Projects that have been approved for funding, indicating the location, investment category, amount and identity of all sources of funding, nature of the investment and expected outcomes, as identified in Schedule 5.
- 1.1.4 The Annual Expenditure Report online reporting template is required including all schedules.
- 1.1.5 Municipalities are required to submit online Interim (draft) Annual Expenditure Report no later than May 30 annually for review by Province. The final audited version is due July 31st annually.

1.2 Outcomes Report

- 1.2.1 The Outcomes Report will report on the cumulative investments made, including information on the degree to which these investments have actually contributed to the objectives of cleaner air, cleaner water and reduced greenhouse gas emissions.

2. Audit Report

2.1 The Audit Report, which includes the results of financial and compliance audits, will provide an opinion as to whether all of the information contained in the Annual Expenditure Report is complete and accurate, and whether the Municipality has complied with all material provisions of this Agreement.

Schedule 4, Continued

Annual Expenditure Report – Template Reporting Format for Funding Flows

(Note: Annual Expenditure Report template provided by Province-must be submitted online at <https://portal.gov.ns.ca:44302/workspace/>

Web Link: http://www.gov.ns.ca/snsmr/muns/gastax/forms/aer_guide.pdf

SCHEDULE 5

Outcome Indicators

The impact of the use of the Funds will be measured through a set of core indicators linked to the following outcomes and outputs:

Outcomes:

- a) Cleaner Air
- b) Cleaner Water
- c) Lower Greenhouse Gas Emissions

Outputs:

- a) Community Energy Systems
- b) Public Transit Infrastructure
- c) Water Infrastructure
- d) Wastewater Infrastructure
- e) Solid waste
- f) Local Roads and Bridges
- g) Capacity Building

SCHEDULE 6

Communications Protocol

Canada and Nova Scotia have agreed that Canadians have a right to transparency and public accountability, which is best served by full information about the benefits of the New Deal for Cities and Communities.

All communications activities under this Agreement are subject to the Canada-Nova Scotia Building Canada Infrastructure Framework Agreement, Schedule C Communications Protocol.

This communications protocol establishes the principles and practices that will guide all announcements and events related to this Agreement, funding to Municipalities under this Agreement and the New Deal. Communications activities may include, without limitation, major public events or announcements, or communications products such as speeches, press releases, websites, advertising, promotional material or signage.

Canada and Nova Scotia have agreed that:

1. a public event will mark the signing of the Federal-Provincial Agreement. This event will be developed by communications officials from Canada and Nova Scotia, and will provide for municipal involvement and media participation.
2. in addition to joint communications activities, Canada and Nova Scotia may include messaging in their own communications products and activities, around their commitment to the New Deal, and other initiatives and investments in cities and communities.

Canada agreed that:

1. it will make periodic announcements, through public events, press releases and/or other mechanisms, of the transfer of federal gas tax revenues to Nova Scotia for allocation to Municipalities within its jurisdiction.
2. it will make regular announcements, on a city, community or regional basis, of projects that have benefited from federal gas tax funds. Key milestones may be marked by public events, press releases and/or other mechanisms.
3. it will report regularly to the public on the outcomes of the investments entered into under this Agreement, including through the Treasury Board Secretariat Canada's Annual Performance Report, and through the National Evaluation described in Section 7 of the Federal-Provincial Agreement.

Nova Scotia agreed that:

1. all communications referring to projects funded under this Agreement will clearly acknowledge the contributions made by Canada.
2. all communications materials referring to the sharing of federal gas tax revenues with Municipalities will recognize that this initiative forms part of the New Deal through the use of the Canada wordmark and a tagline.
3. Nova Scotia's Municipal Funding Agreements will include the provisions included in this Protocol, particularly that:
 - a. all communications by the Municipality referring to projects funded under this Agreement will clearly recognize Canada's investments.
 - b. municipalities will ensure permanent signage at the location of projects receiving investments under this Agreement, prominently identifying the Government of Canada's investment and including the Canada wordmark. Where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize the Government of Canada's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby.

The Municipality agrees that:

- a) all communications by it referring to projects funded under this Agreement will clearly recognize Canada's investments.
- b) it will ensure permanent signage at the location of projects receiving investments under this Agreement, prominently identifying the Government of Canada's investment and including the Canada wordmark. Where there is no fixed location for signage, such as a transit vehicle, a prominent marker will recognize the Government of Canada's contribution. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby.
- c) a calendar of future potential communications events shall accompany the Capital Investment Plan, and advising the Province (Canada-Nova Scotia Infrastructure Secretariat) in advance of any proposed event.

General

1. The timing of public events shall be sufficient to allow for all orders of government to plan their involvement. Each government shall provide a minimum of 21 days notice of an event or announcement.
2. The governments will each receive appropriate recognition in joint communications materials.

3. Joint communications material and signage will reflect Government of Canada communications policy, including the *Official Languages Act* and federal-provincial identity graphics guidelines.

SCHEDULE 7

Integrated Community Sustainability Plans

Integrated Community Sustainability plans are plans that will support the development of sustainable, healthy and vibrant communities. In Nova Scotia, Integrated Community Sustainability plans will build on and enhance existing planning instruments, such as municipal planning strategies and land use bylaws. Integrated Community Sustainability Plans will:

- a) integrate economic, environmental, social and cultural sustainability objectives;
- b) be reasonably consistent with statements of provincial interest adopted by the Province under the *Municipal Government Act*;
- c) be prepared with public participation. Formal adoption of the ICSP and amendments thereto, through municipal council resolution prior to formal plan submission;
- d) maximize the benefits of any infrastructure that will be produced under this Agreement; and
- e) demonstrate, where appropriate, that there has been collaboration with other Municipalities to achieve sustainability objectives and may be adopted by two or more Municipalities.

SCHEDULE 8
Funds to be Paid to the Municipality

Payment of any Funds under this program is subject to:

1. the availability of funding for this program.
2. completion of all financial and other required reports for previous years
3. compliance with all other terms of the Agreement.

Federal Gas Tax distributions are revised annually based on municipal funding formula and are subject to change:

Fiscal Year	Gas Tax Distribution
2010-11 (Year 1)	\$ 24,802,514
2011-12 (Year 2)	To be determined
2012-13 (Year 3)	To be determined
2013-14 (Year 4)	To be determined

SCHEDULE 9

Climate Change Action Plan (CCAP)

An amendment to the Integrated Community Sustainability Plan, prepared by municipalities and submitted no later than December 31, 2013, which will include the following:

- a) A description of actions, measures, practices and initiatives undertaken by the municipality in order to reduce community and corporate greenhouse gas emissions.
- b) A description of actions, measures, practices and initiatives undertaken by the municipality in order to adapt and respond to impacts resulting from climate change.
- c) A resolution of municipal council amending an ICSP and a record of public participation.

Note – A Municipal Climate Change Action Plan (CCAP) Guide will be provided by Nova Scotia during 2010/11, which will describe the process of preparing the municipal CCAP.

SCHEDULE 10

ICSP Implementation Progress Report

- 1.) A Progress Report, prepared by municipalities and submitted by December 31, 2013, documenting progress made towards the implementation and delivery of key sustainability initiatives described within the Integrated Community Sustainability Plan (ICSP)
- 2.) To accompany the Progress Report, an evaluation of capital investment expenditures, describing their role in climate change adaptation,

Projects selected for Gas Tax Funding in 2010/2011		
CB200428	Transit Terminal Upgrade & Expansion	3,116,000
CBX01164	Transit Facilities Upgrades(Bundle)	259,000
CBX01171	Ferry Term Pontoon Protection(Bndl)	454,000
CJU01083	New Sidewalks	567,000
CKU01084	Sidewalk Renewals	969,000
CMU00981	MetroLink	959,000
CMX01229	Ragged Lake Transit Centre-FFE	389,000
CRU01078	Street Planer Patching-Var Locations	681,000
CTU01086	Intersection Improvement Projects	746,000
CVD00429	Access-A-Bus Vehicle	357,000
CVD00430	Access-A-Bus Replacement	45,000
CVD00431	Midlife Bus Rebuild	425,000
CVD00434	Conventional Transit Bus Expansion	4,622,000
CVD00435	Conventional Transit Bus Replacement	2,075,000
CVD00436	Biennial Ferry Refit	376,000
CYU01076	Curb Renewals	363,000
CYU01081	Paving Renewal Program	2,129,000
CZU01080	New Paving Streets - Core Area	335,000
CZU01082	Resurfacing	6,737,043
	Total	25,604,043