

**CANADA – NEW BRUNSWICK
GAS TAX FUND**

AMENDING AGREEMENT NO. 1 TO THE ADMINISTRATIVE AGREEMENT

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities (“Canada”)

AND **THE GOVERNMENT OF NEW BRUNSWICK** (“New Brunswick”), as represented by the Minister responsible for the Regional Development Corporation (“RDC”) and the Minister of Environment and Local Government (“ELG”).

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

The Minister of Infrastructure and Communities is responsible for the Program entitled the Gas Tax Fund (“GTF” or “Program”);

The Parties entered into an Administrative Agreement dated May 20, 2014, setting out the terms and conditions for Canada’s contributions under the GTF (“the Administrative Agreement”);

The Parties wish to amend the Agreement to implement administrative changes to the Administrative Agreement (“Amending Agreement No.1”);

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

1. AMENDMENTS TO THE ADMINISTRATIVE AGREEMENT

1.1. The definition for “Ultimate Recipient” or “Ultimate Recipients” in Annex A (Definitions) is deleted and replaced by:

“Ultimate Recipient” or “Ultimate Recipients” means:

- i. a Local Government or its agent (including its wholly owned corporation);
- ii. a non-municipal entity on the condition that the Local Government has indicated support for the Eligible Project through a formal resolution of its council, or for Eligible Projects in unincorporated areas, an approval of the President of the Regional Development Corporation or the Minister of Environment and Local Government. A non-municipal entity includes:
 - for profit organizations;
 - not-for-profit organizations; and,
 - non-governmental organizations.
- iii. New Brunswick entities in the form of departments, corporations and agencies where they provide core municipal services.

1.2. The following paragraph 1.4 is added to Annex B (Terms and Conditions) of the Administrative Agreement:

“Any and all GTF funding received by New Brunswick shall be distributed in accordance with the terms of Section 1 (Allocation Formula) of Annex B (Terms and Conditions), subject to Section 5 of Annex B.”

1.3. Schedule F (Asset Management) is deleted and replaced by:

“New Brunswick will ensure that Ultimate Recipients in Incorporated Areas:

1. Undertake asset management planning which will be achieved through the development of a Capital Asset Management Plan; and,
2. Submit the Capital Asset Management Plan to the New Brunswick Department of Environment and Local Government.

New Brunswick’s Guide to Asset Management Planning for Local Governments was published July 26, 2017. New Brunswick will develop subsequent phases of Asset Management Plan requirements for incorporated areas in consultation with New Brunswick municipal associations. The intent is to build on the original requirements over time to encourage increasingly robust asset management across New Brunswick.”

1.4. Section 12 – Counterpart Signature is deleted and replaced by:

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

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

THE GOVERNMENT OF NEW
BRUNSWICK

Signed by:

Signed by:

Per:

Per:

Date: _____

Date: _____

THE GOVERNMENT OF NEW
BRUNSWICK

Signed by:

Per:

Date: _____”

2. EFFECT OF AMENDMENTS

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 1, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.
- 2.3 This Amending Agreement No. 1 may be signed in counterpart, and the signed copies will, when attached, constitute the original Amending Agreement No. 1 and will form part of the Agreement.

2.4 This Amending Agreement No. 1 shall be effective as of the date this agreement is signed by the last Party.

3. SIGNATURES

This Amending Agreement No.1 has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Infrastructure and Communities, and on behalf of The Government of New Brunswick by the Minister responsible for the Regional Development Corporation and the Minister of Environment and Local Government.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

THE GOVERNMENT OF NEW
BRUNSWICK

Signed by:

Signed by:

Per:
The Honourable Catherine McKenna
Minister of Infrastructure and
Communities

Per:
The Honourable Andrea Anderson-
Mason
Minister responsible for the Regional
Development Corporation

Date: _____

Date: _____

THE GOVERNMENT OF NEW
BRUNSWICK

Signed by:

Per:
The Honourable Jeff Carr
Minister of Environment and Local
Government

Date: _____