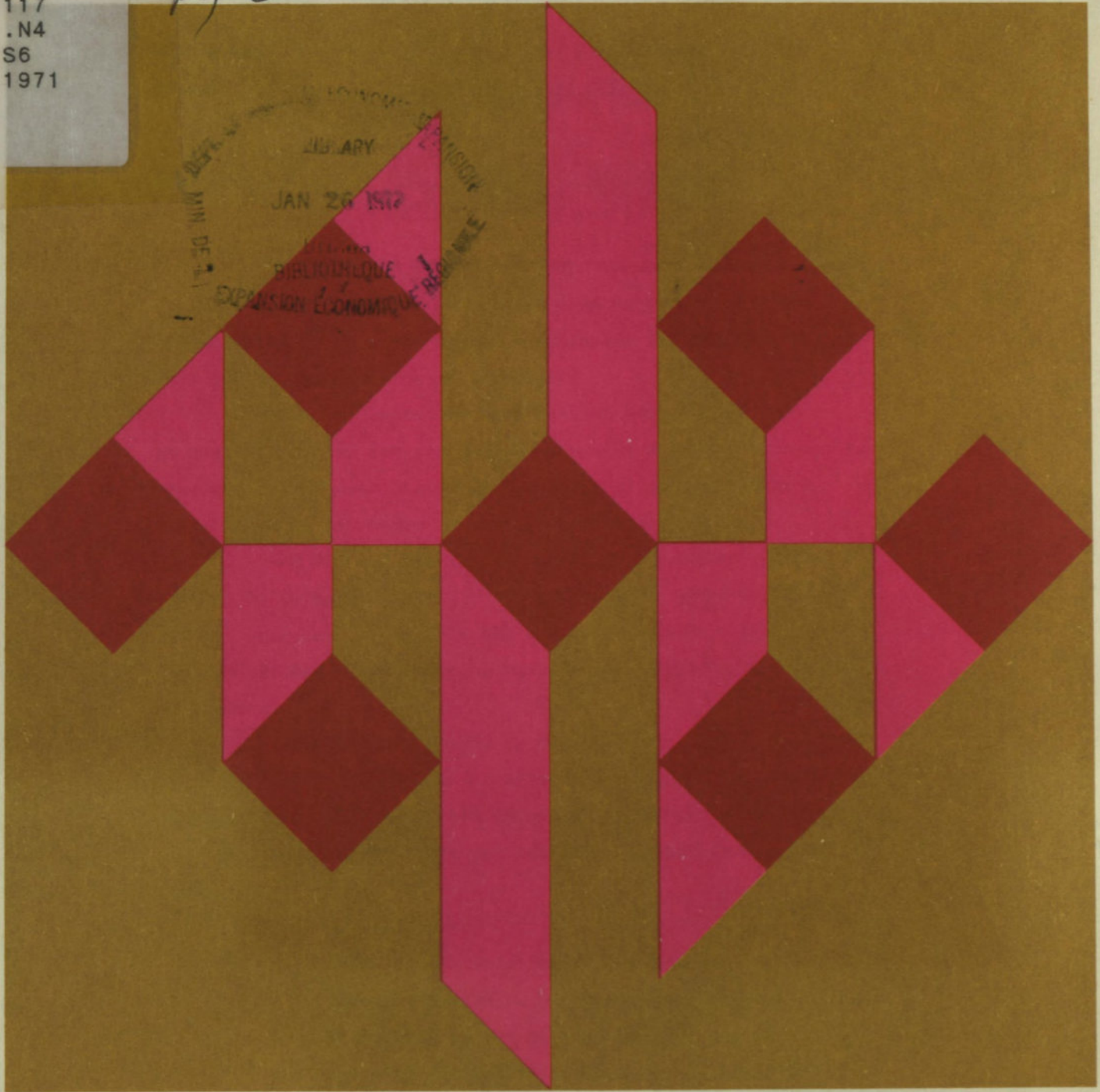


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Special
Highways

CANADA
NEW BRUNSWICK

Agreement

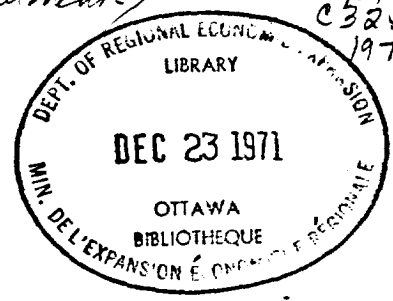
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REGIONAL ECONOMIC EXPANSION CANADA
EXPANSION ÉCONOMIQUE RÉGIONALE CANADA

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Canada - New Brunswick; special highways agreement.

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THIS AGREEMENT made this 4th day of November, 1971

BETWEEN: THE GOVERNMENT OF CANADA,
(hereinafter called "Canada"),

OF THE FIRST PART,

AND: THE GOVERNMENT OF THE PROVINCE
OF NEW BRUNSWICK, (hereinafter
called "the Province").

OF THE SECOND PART.

THIS AGREEMENT is entered into on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Highways.

WHEREAS Canada and the Province have agreed that in the interest of the economic development of the Province, the sections of highways listed in Schedule "B" attached will be constructed on the basis set out in this Agreement;

AND WHEREAS His Excellency the Governor General in Council by Order in Council P.C. 1971-16/2171 dated the 19th day of October, 1971 has authorized the Minister of Regional Economic Expansion to execute the Agreement on behalf of Canada;

AND WHEREAS by Order in Council ⁴⁴71-662 dated the 30th day of September, 1971, the Minister of Highways is authorized to enter into this Agreement on behalf of the Province;

NOW THEREFORE the parties hereto mutually agree as follows:

1. In this Agreement:
 - (a) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes anyone authorized to act on his behalf;
 - (b) "Provincial Minister" means the Minister of Highways of the Province and includes anyone authorized to act on his behalf;
 - (c) "Ministers" means the Federal Minister and the Provincial Minister;
 - (d) "Liaison Committee" means the committee referred to in Section 1(f) of the Special Areas Agreement;
 - (e) "Special Areas Agreement" means the Federal-Provincial Agreement on Special Areas entered into between Canada and the Province dated the 20th day of August, 1971.

- (f) "project" means a project for the construction of a highway listed in Schedule "B" of this Agreement;
- (g) "term of this Agreement" means the period April 1, 1971 to March 31, 1973.

SUBJECT MATTER

2. The Schedules attached to and forming part of this Agreement are:

Schedule "A": The general specifications of highways.

Schedule "B": A list of projects of highway construction that the Province will carry out under this Agreement with the assistance of contributions made by Canada through the Department of Regional Economic Expansion.

3. Canada will finance the projects listed in Schedule "B" by contributions to the extent and in the manner specified in the said Schedule.

4. (1) The Province will undertake or will endeavour to arrange for a municipality to undertake during the term of this Agreement the projects listed in Schedule "B".

(2) The Province or the municipality concerned, as the case may be, will acquire all lands or interest in lands that are required for the project.

(3) The financing by Canada of the projects provided for by this Agreement does not confer upon Canada any proprietary interest in the physical assets constructed or acquired pursuant to this Agreement, which shall be and remain the property of the Province or the municipality as the case may be, which will take over each physical project on completion and will thereafter accept full responsibility for its operation, maintenance and repair, except where other Federal-Provincial arrangements may apply.

5. It is understood and agreed that where a project mentioned in this Agreement is to be undertaken by a municipality, the Province will make such arrangements with the municipality as are necessary to enable the Province to implement its undertakings under this Agreement.

6. The Province will commence or will endeavour to arrange for the municipalities concerned, to commence actual implementation during the term of this Agreement of all projects listed in Schedule "B" that have not already been commenced. Unless the Federal Minister on the recommendation of the Liaison Committee otherwise agrees, Canada will not be responsible for any expenditures incurred after the term of this Agreement nor will Canada pay any claim which is not received within three months after the term of this Agreement.

7. (1) Subject to subsection (2), the costs to be paid by Canada under this Agreement are:

- (a) all direct costs, except administrative, survey, engineering and architecture costs, that in the opinion of the Liaison Committee had been reasonably and properly incurred after the 31st day of March, 1971 for the implementation of the projects by the Province or the municipality concerned, as the case may be, and
- (b) ten percent of the costs payable pursuant to paragraph (a) as an allowance towards all other costs, one-half of which allowance, based on the estimated cost of the project in Schedule "B" may be paid when the Liaison Committee has approved the preliminary design of the project and the adjusted remainder of which shall be paid with the final payment in respect of the implementation of the project.

(2) The costs to be financed by Canada do not include any cost relating to the acquisition of lands or interests in lands or costs arising from conditions of acquisition.

8. (1) Canada's obligation with respect to the financing of each project shall be limited to the estimated cost specified for such project in Schedule "B" unless the Federal Minister agrees, on the recommendation of the Liaison Committee that a higher cost is reasonable and warranted and that the costs for any other project or projects will be lower than that estimated for such project or projects in an amount that would make the extra cost available for the project with a cost higher than estimated.

(2) If at any stage of a project it appears to the Province that the cost thereof will exceed the estimated cost specified for such project in Schedule "B", the Province shall promptly so inform the Liaison Committee and state the reasons for such increase.

9. Notwithstanding anything in this Agreement, the total amount payable by Canada under this Agreement shall not exceed \$20,000,000.

10. Canada and the Province agree to provide the Liaison Committee with all information necessary for the performance of its functions.

PAYMENT PROCEDURE

11. Subject to section 12, payments by Canada shall be promptly made to the Province on the basis of progress claims setting out the costs actually incurred and paid for the project, submitted in a form and verified in a manner satisfactory to the Federal Minister.

12. (1) In order to assist with the interim financing of projects, Canada may, if the Province so requests, make interim progress payments to the Province not exceeding 90% of Canada's share of claims submitted, based on estimates of expenditures actually incurred as certified by a senior officer of the Province.

(2) The Province will account for each such interim progress payment by submitting to Canada, within the quarter following such payment, a detailed statement of the actual expenditures concerned, verified in a manner satisfactory to the Federal Minister.

Any discrepancy between the amounts paid by Canada by way of interim progress payments and the amounts actually payable by Canada shall be promptly adjusted between Canada and the Province.

(3) If so requested by the Province, the Federal Minister may, at his discretion, following the award of a contract, authorize an advance payment by Canada to the Province in an amount not exceeding 75% of Canada's share of the estimated amount payable under such contract. Advances made under this subsection will be accounted for by the Province by way of monthly progress claims submitted in the form and verified in the manner required under section 11.

13. The Province will make appropriate financial arrangements with the municipalities concerned in respect of payment for projects which it arranges for the municipalities to undertake.

RECORDS AND AUDIT

14. The Province will ensure that proper and accurate accounts and records relating to each project are maintained by the Province or the municipality, as the case may be, and the Province will be responsible for auditing and certifying the cost of the projects for the purpose of progress claims in respect of projects undertaken by municipalities.

15. Canada may audit the amounts of all progress claims, and the Provincial accounts and records relating thereto, and any discrepancy between the amounts paid by Canada and the amounts actually payable by Canada under this Agreement shall be promptly adjusted between Canada and the Province.

CONSTRUCTION AND IMPLEMENTATION PROCEDURE

16. (1) The financing by Canada of the projects listed in Schedule "B" is conditional upon the observance of the procedures set out in paragraphs (a) to (k) of subsection 19(1) of the Special Areas Agreement.

(2) Paragraphs (e), (h) and (j) of subsection 19(1) of the Special Areas Agreement do not apply to contracts that involve only the administrative, survey, engineering or architecture costs referred to in section 7(1)(a) of this Agreement.

(3) Contracts and purchases made and work done prior to the date of this Agreement are accepted as complying with the provisions of this section if they are approved in writing by the Federal Minister on the recommendation of the Liaison Committee.

17. The provisions of sections 20, 21, 30, 31, 32, and 33 of the Special Areas Agreement apply to this Agreement.

18. In the event of any dispute between the parties hereto on any question of law or fact arising out of this Agreement or the performance thereof, it shall be submitted to and determined by the Federal Court of Canada pursuant to the Federal Court Act of Canada.

19. The provision of financing by Canada and the Province under this Agreement is subject to Parliament and the House of Assembly in New Brunswick having provided funds for such financing in the fiscal year in which financing is to be provided.

AMENDMENTS

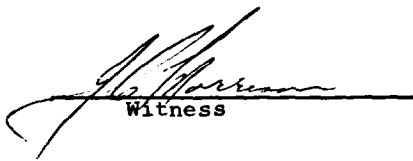
20. This Agreement, including the Schedules thereto, may be amended from time to time by the agreement of the Ministers expressed in writing, except that any amendment to the total amount of \$20,000,000 specified in section 9, and any deletion or substitution to the list of projects set out in Schedule "B" requires the approval of the Governor in Council.

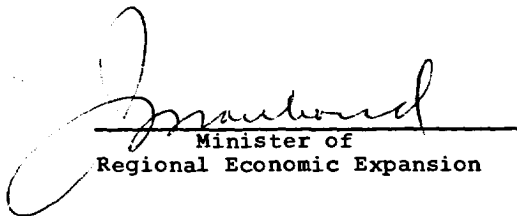
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IN WITNESS WHEREOF, this Agreement has been executed
on behalf of Canada by the Minister of Regional Economic Expansion
and on behalf of the Province by the Minister of Highways.

In the presence of

GOVERNMENT OF CANADA


Witness


Minister of
Regional Economic Expansion

GOVERNMENT OF NEW BRUNSWICK


Witness


Minister of Highways

SCHEDULE "A"

GENERAL SPECIFICATIONS OF THE HIGHWAY

The planning and design of highways listed in Schedule "B" projects should be based on the highway classifications according to service function and the recommended minimum standards for each classification set forth in the Canadian Good Roads Association Manual of Geometric Design Standards for Canadian Roads and Streets, 1963, or any amendments thereto, except where the Liaison Committee agrees to modifications.

ROAD DESIGN CLASSIFICATION

<u>Location</u>	<u>Class</u>	<u>Type</u>	<u>Design Speed</u>	<u>Code Number</u>
Urban	Freeway	Divided	70	UFD 70
"	"	"	60	UFD 60
"	"	"	50	UFD 50
"	Arterial	Divided	60	UAD 60
"	"	"	50	UAD 50
"	"	"	40	UAD 40
"	"	Undivided	50	UAU 50
"	"	"	40	UAU 40
"	"	"	30	UAU 30
"	Collector	Divided	50	UCD 50
"	"	"	40	UCD 40
"	"	"	30	UCD 30
"	"	Undivided	50	UCU 50
"	"	"	40	UCU 40
"	"	"	30	UCU 30
"	Local	Undivided	30	ULU 30
Rural	Freeway	Divided	80	RFD 80
"	"	"	70	RFD 70
"	"	"	60	RFD 60
"	Arterial	Divided	70	RAD 70
"	"	"	60	RAD 60
"	"	"	50	RAD 50
"	"	Undivided	70	RAU 70
"	"	"	60	RAU 60
"	"	"	50	RAU 50

SCHEDULE "A"...(continued)

<u>Location</u>	<u>Class</u>	<u>Type</u>	<u>Design Speed</u>	<u>Code Number</u>
Rural	Collector	Divided	60	RCD 60
"	"	"	50	RCD 50
"	"	"	40	RCD 40
"	"	Undivided	60	RCU 60
"	"	"	50	RCU 50
"	"	"	40	RCU 40
"	Local	"	60	RLU 60
"	"	"	50	RLU 50
"	"	"	40	RLU 40

HIGHWAYS AGREEMENT

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$*000)	Maximum DREE Funding 1971 - 72 (\$*000)	Balance of DREE Funding (\$*000)	<u>SUB PROJECT DETAIL</u>	
				Description	Total Estimated Cost (\$)
1. <u>Campbellton - Dalhousie Bypass</u> (Classification RAU 70)	4,835	835	4,000		
Complete grading and paving, including structures, from Route 17 to and including Lilly Lake Interchange and Beau Vista Drive, a distance of approximately 7.5 miles. Continue construction of the controlled access highway from Golf Course to Eel River excluding the portion of highway at Campbellton Golf Course, a distance of approximately 8.9 miles.				a) Hospital Road - structure b) Lilly Lake Road - structure c) Route No. 17 - Lilly Lake Road including Beau Vista Drive - Paving and sign support structures d) Dundee Road - Dalhousie Junction - Grading e) Dalhousie Junction - R.R. - Grading f) Dalhousie Junction - structure g) Dalhousie Junction - McNeish Road - Grading h) McNeish Road - Hydro Line - Grading i) Hydro Line - Eel River including Interchange - Grading j) Interchange Structure No. 275	275,000 350,000 900,000 450,000 460,000 500,000 550,000 400,000 550,000 400,000

HIGHWAYS AGREEMENT

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SCHEDULE "B"

Project Description	Estimated Cost of Project including	Maximum DREE Funding 1971 - 72	Balance of DREE Funding	<u>SUB PROJECT DETAIL</u>	Total Estimated Cost
	(a) Direct Cost (b) 10% Allowance (\$'000)	(\$'000)	(\$'000)	Description	
2. <u>Bathurst Bypass</u> (Classification RAU 70)	6,300	500	5,800		
To pave from Route 8 to Brunswick Mines Road and to continue construction of the controlled access highway, including the Brunswick Mines Road Underpass and the South Tetagouche Interchange, to Beresford, a distance of approximately 11.0 miles.				a) Brunswick Mines Road - Structure b) Little River - Middle River - Structure c) Middle River - Tetagouche Road - Grading d) St. Ann Road - Structures e) St. Ann Structure Approaches - Grading f) South Tetagouche Road - Structure g) South Tetagouche Interchange Ramps - Grading h) Route No. 8 - Mines Road - Paving and Sign support structures i) South Tetagouche River - Structure j) South Tetagouche to Beresford - Grading approx. 4.5 miles k) Mill Stream - Structure	400,000 2,000,000 1,000,000 300,000 300,000 350,000 150,000 300,000 400,000 1,000,000 100,000

H I G H W A Y S A G R E E M E N T

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SCHEDULE "B"

Project Description	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	SCHEDULE "B"		SUB PROJECT DETAIL Description	Total Estimated Cost (\$)
		Maximum DREE Funding 1971 - 72 (\$'000)	Balance of DREE Funding (\$'000)		
3. <u>Shediac North-Route 11</u> (Classification RAU 70) To grade from Breau Village to McKee Mills Road, a distance of approximately 5.0 miles, and to construct the Cocagne River Bridge	2,300	400	1,900	a) Breau Village Road - McKee Mills Road - Grading b) Cocagne River Bridge - Structure	900,000 1,400,000

H I G H W A Y S A G R E E M E N T
1971 - 73

Project Description	SCHEDULE "B"			SUB PROJECT DETAIL Description	Total Estimated Cost (\$)
	Estimated Cost of Project including (a) Direct Cost (b) 10% Allowance (\$'000)	Maximum DREE Funding 1971 - 72 (\$'000)	Balance of DREE Funding (\$'000)		
4. <u>Shediac Bypass and Shediac - Moncton Highway</u> (Classification RAU 70, RAD 70) Finish base and paving on Shediac Bypass, including base and paving to Babineau Road, a distance of approximately 15.0 miles. Complete structures and grading of the controlled access Moncton - Shediac Highway from Painsec to and including T.C.H. Interchanges, a distance of approximately 2.0 miles	4,965	965	4,000	a) Shediac Bypass - Paving and sign support structures 1,100,000 b) Shediac Bypass - Babineau Road - Paving 550,000 c) Painsec Road - structure 300,000 d) Painsec - R.R. 2 - structure 900,000 e) Shediac - Moncton Highway including T.C.H. Interchange Ramps - Grading 1,315,000 f) T.C.H. - Shediac Road Interchange - structure 800,000	

