



# MUNICIPAL FUNDING AGREEMENT UNDER THE CANADA COMMUNITY-BUILDING FUND PROGRAM

	made as of the day of 20
BETWEEN:	HIS MAJESTY THE KING IN RIGHT OF SASKATCHEWAN, as represented by the Minister of Government Relations ("Saskatchewan")
AND:	City of Prince Albert in the Province of Saskatchewan ("Participating Municipality")
individually ref	ferred to as a "Party" and collectively referred to as the "Parties."

WHEREAS HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Housing, Infrastructure and Communities Canada ("Canada"), and Saskatchewan entered into an Administrative Agreement respecting the roles and responsibilities of Canada and Saskatchewan for the administration of the Canada Community-Building Fund (CCBF) effective April 1, 2024 (the "Administrative Agreement"); and

**WHEREAS** Saskatchewan has agreed to administer the Administrative Agreement on behalf of Canada and allocate to Ultimate Recipients any CCBF funding that may be transferred by Canada to Saskatchewan for the purposes described in the Administrative Agreement; and

**WHEREAS** any CCBF funding allocated to Ultimate Recipients will help Saskatchewan communities build and revitalize their public municipal infrastructure by supporting the national objectives of productivity and economic growth, a clean environment, and strong cities and communities; and

**WHEREAS** Canada and Saskatchewan are committed to working collaboratively to address the national priority of increasing the supply of housing as well as the availability of Affordable Housing. Saskatchewan will work with Ultimate Recipients to leverage the CCBF to address housing pressures relating to infrastructure needs; and

THEREFORE, the Parties agree as follows:

#### PURPOSE

This Municipal Funding Agreement ("MFA") sets out the roles and responsibilities of Saskatchewan and the Participating Municipality for the administration of the CCBF.

## 2. **DEFINITIONS**

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

## 3. ANNEXES AND SCHEDULES

This MFA includes this agreement and the following annexes and schedules:

Annex A: Definitions

Annex B: Terms and Conditions, including:

Allocation Formula
 Delivery Mechanism

Schedule A: Participating Municipality Requirements

Schedule B: Eligible Project Categories

Schedule C: Eligible and Ineligible Expenditures

Schedule D: Program Reporting

Schedule E: Communications Protocol

Schedule F: Asset Management Schedule G: Housing Reporting

#### 4. GENERAL

- 4.1 Payments to the Participating Municipality shall not be made unless Saskatchewan is in receipt of CCBF funding from Canada in accordance with the Administrative Agreement.
- 4.2 Any CCBF funding that may be allocated by Saskatchewan to the Participating Municipality will be administered by the Participating Municipality in accordance with this MFA.
- 4.3 Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this MFA and will no longer be governed by the terms and conditions of any Previous Municipal Funding Agreements.
- 4.4 Saskatchewan and the Participating Municipality acknowledge the financial contribution by Canada under this MFA and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this MFA, the Parties agree that the terms of this MFA applicable to, or with respect to, Canada are for Canada's sole benefit.

- 4.5 Nothing in this MFA 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 an agent for the other. Nothing in this MFA is to be construed as authorizing the Participating Municipality or any Third Party to contract for or to incur any obligation on behalf of either Party or to act as an agent for either Saskatchewan or the Participating Municipality.
- 4.6 This MFA is subject to *The Freedom of Information and Protection of Privacy Act* and *The Local Authority Freedom of Information and Protection of Privacy Act*.
- 4.7 The Parties agree to give this MFA a fair and reasonable interpretation and, when required, to negotiate with fairness and candour any modifications or alterations thereof for the purpose of carrying out the intent of the MFA or for rectifying any omission in any of these provisions.
- 4.8 If there is a conflict between this MFA and the Administrative Agreement, the provisions of the Administrative Agreement will apply.

# 5. DURATION, TERMINATION, AMENDMENT, AND DEFAULT

- 5.1 This MFA will be effective as of April 1, 2024, and will be in effect until March 31, 2034, unless Saskatchewan and the Participating Municipality agree to renew it. In the event where the MFA is not renewed, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by the Participating Municipality that have not been expended on Eligible Projects as of March 31, 2034, will nevertheless continue to be subject to this MFA until such time as may be determined by Saskatchewan and the Participating Municipality.
- 5.2 This MFA may be amended at any time in writing as agreed to by Saskatchewan and the Participating Municipality.
- 5.3 This MFA may be terminated at any time and for any reason by either Saskatchewan or the Participating Municipality with two (2) years' written notice. In the event where this MFA is so terminated, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by Saskatchewan or the Participating Municipality that have not been expended on Eligible Projects as of the date of termination, will nevertheless continue to be subject to this MFA until such time as may be determined by Saskatchewan and the Participating Municipality.
- 5.4 Saskatchewan will not declare an Event of Default has occurred unless it has given notice in writing to the Participating Municipality of the occurrence which, in the opinion of Saskatchewan, constitutes an Event of Default. For clarity, a notice in writing by Saskatchewan to the Participating Municipality stating that an occurrence constitutes, in the opinion of Saskatchewan, an Event of Default, will represent a notice of default.
- 5.5 The Participating Municipality shall, within 30 days of receipt of the notice of default, either correct the condition that has led to the serving of such notice or demonstrate to the satisfaction of Saskatchewan that it has taken such steps as are necessary to correct the said

condition.

- 5.6 If an Event of Default occurs, Saskatchewan may inform the Participating Municipality by notice in writing that Saskatchewan's obligation to transfer funds, or the balance of funds, to the Participating Municipality is thereby terminated. If Saskatchewan requests the reimbursement of amounts previously disbursed and/or interest earned thereon, the Participating Municipality hereby agrees that it shall provide forthwith such reimbursement.
- 5.7 In addition to any other remedy available at law, Saskatchewan reserves the right of set-off to recover any overpayments made to, or amounts owing by, the Participating Municipality under this MFA. Without limiting the generality of the foregoing, Saskatchewan may withhold any amounts owing by the Participating Municipality to Saskatchewan under this MFA or under Previous Municipal Funding Agreements from amounts to be distributed to the Participating Municipality under any other program administered by Saskatchewan.
- 5.8 The Parties' respective rights and obligations respecting access to records, liability for projects, and retaining title will survive the expiry or early termination of this MFA.
- 5.9 In the event that the Participating Municipality is amalgamated, restructured, or dissolved, Saskatchewan may, in its sole discretion:
  - (a) withhold or reduce payments to the Participating Municipality pursuant to this MFA;
  - (b) terminate this MFA and require the reimbursement of amounts previously disbursed to the Participating Municipality pursuant to this MFA and/or interest earned thereon; and/or
  - (c) direct that this MFA is assigned to the Participating Municipality's successor Municipality and upon such direction all liabilities, rights, duties, functions, and obligations of the Participating Municipality as of the date of such assignment will be transferred to the successor Municipality. The successor Municipality will become the Participating Municipality under this MFA from the date of such assignment and will be responsible for receiving and spending any CCBF funding, Unspent Funds, and any interest earned thereon and will be subject to the terms and conditions of this MFA.

For clarity, Saskatchewan may do any of the things outlined in this section upon the issuance of a Minister's Order providing for the amalgamation, restructuring, or dissolution of the Participating Municipality. Any amount that Saskatchewan requires to be reimbursed pursuant to this MFA shall be a debt due to Saskatchewan.

## 6. CORRESPONDENCE

- 6.1 Any notice or communication authorized or permitted with respect to this MFA shall be effectively given if:
  - (a) delivered by hand;
  - (b) sent by letter;

- (c) sent by electronic mail;
- (d) prepaid to the address as given in this MFA.
- 6.2 Any notice or communication required or permitted by this MFA to Saskatchewan shall be provided to:

Canada Community Building Fund and Financial Management Unit Municipal Infrastructure and Finance Branch Ministry of Government Relations 5<sup>th</sup> Floor – 1855 Victoria Avenue REGINA SK S4P 3T2

Phone: 306-787-8912

Email: <a href="mailto:ccbfprogram@gov.sk.ca">ccbfprogram@gov.sk.ca</a>

or to such other address, or email address as Saskatchewan may, from time to time, designate in writing.

6.3 Any notice or communication required or permitted by this MFA to be made to the Participating Municipality shall be provided to:

City of Prince Albert 1084 Central Ave. PRINCE ALBERT SK S6V 7P3

Phone: 306-953-4303

Email: cityclerk@citypa.com

or to such other address, or email address as the Participating Municipality may, from time to time, designate in writing.

# **SIGNATURES**

Government of Saskatchewan	City of Prince Albert	
Original signed by:	Original signed by:	
Per: Minister of Government Relations	Mayor/Reeve/CEO	
Date	Date	
	Administrator/Clerk	
	Date	

#### **ANNEX A - DEFINITIONS**

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

"Administrative Agreement" means the Canada-Saskatchewan Agreement on the CCBF which sets out the roles and responsibilities of Canada and Saskatchewan for the administration of the CCBF in Saskatchewan, including attached Annexes and Schedules.

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

- an inventory of assets;
- the condition of infrastructure;
- level of service or risk assessment;
- a cost analysis;
- community priority setting;
- financial planning.

"Canada" means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities Canada.

"Canada Community-Building Fund" (CCBF) means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act,* S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1,* S.C. 2013, c. 33, as the Gas Tax Fund and renamed the CCBF in section 199 of *Budget Implementation Act, 2021, No. 1.* 

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

"Capital Plan" means a plan approved by the Municipal Council which describes anticipated investments in capital assets by a Municipality over a five-year period, along with a rationale for the selection of these investments.

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

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

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

"Event of Default" includes one or more of the following:

- a) the Participating Municipality fails to implement or operate an Eligible Project under an approved IIP in accordance with the terms and conditions of this MFA;
- b) the Participating Municipality changes the scope or nature of an Eligible Project without written approval of Saskatchewan;
- c) the Participating Municipality fails to obtain the necessary licenses, permits, or approvals required to implement an Eligible Project;
- d) the Participating Municipality fails to implement any applicable environmental mitigation requirements;
- e) the Participating Municipality fails to meet any reporting requirements of this MFA;
- f) the Participating Municipality fails to meet housing requirements required by this MFA; or
- g) the Participating Municipality fails to comply with any condition, undertaking, or material term of this MFA.

**"Fiscal Year"** means the period beginning on April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the following calendar year.

"Fiscal Year Amount" means the annual transfer of CCBF funding received from Canada under the Administrative Agreement less any amount as Canada has approved or may approve through a business case justifying such use of the funding for provincial administration expenses.

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

"Housing Needs Assessment" (HNA) means a report informed by data and research describing the current and future housing needs of a Municipality or community according to the Housing Needs Assessment template provided by Canada.

"Housing Report" means the duly completed Municipality's annual project-level housing report, if applicable, and delivered to Saskatchewan as described in Schedule D (Program

Reporting) and Schedule G (Housing Reporting) for Saskatchewan to prepare a consolidated housing report to Canada according to the Administrative Agreement.

"Ineligible Expenditures" means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

"Infrastructure" means municipal or regional, publicly or privately owned tangible capital assets in Saskatchewan primarily for public use or benefit.

"Infrastructure Investment Plan" (IIP) means a plan submitted by the Municipality to Saskatchewan which includes but is not limited to a description of the Eligible Project for which the Municipality intends to use its CCBF funding, and the outcomes and benefits the Municipality expects to achieve as a result of this Eligible Project.

"Municipal Annual Expenditure Report" (MAER) means the duly completed annual report to be prepared and delivered by the Municipality to Saskatchewan as described in Schedule D (Program Reporting).

"Municipal Compliance Strategy" means the strategy agreed to and implemented by the Oversight Committee to ensure that Ultimate Recipients comply with the applicable terms and conditions set out in this MFA. The intention of the strategy is to:

- ensure fair treatment of all Ultimate Recipients;
- ensure an appropriate level of accountability;
- ensure Ultimate Recipients have sufficient time to understand applicable terms and conditions; and
- mitigate any unnecessary risk to the CCBF.

"Municipality" means a Municipality as defined in *The Legislation Act* (Saskatchewan), or any equivalent successor legislation and includes the Saskatchewan portion of the City of Lloydminster, and the City of Flin Flon, Manitoba for the boundary area as defined in *The Flin Flon Extension of Boundaries Act, 1952* (Saskatchewan).

"Oversight Committee" means the committee established pursuant to the Administrative Agreement to monitor the overall implementation of the Administrative Agreement.

"Previous Administrative Agreements" means any agreements between Canada and Saskatchewan for the purposes of administering the Gas Tax Fund (GTF) or CCBF.

"Previous Municipal Funding Agreements" means any agreements entered into between Saskatchewan and the Municipality pursuant to Previous Administrative Agreements.

"Statement of Priorities" means a letter from Canada to Saskatchewan outlining expected housing actions by Saskatchewan as described in the Administrative Agreement.

"Third Party" means any person or legal entity, other than Canada, Saskatchewan, or a Municipality, who participates in the implementation of an Eligible Project by means of a Contract.

# "Ultimate Recipient" means:

- a) a Municipality or its agent (including its wholly owned corporation), and in the context of this MFA includes the Participating Municipality;
- a non-municipal entity, including Indigenous organizations, non-governmental, or not-for-profit organizations, on the condition that one or more a Municipality has indicated support for the project through a formal resolution of its council or board; and
- c) Saskatchewan entities in the form of departments, corporations, and agencies where they provide core municipal services in Municipalities, and in the unincorporated areas of a jurisdiction.

"Units Enabled" means the number of new housing units constructed or the estimated capacity to increase housing starts resulting from the CCBF infrastructure investment, whether directly or indirectly.

"Unspent Funds" means funds (as defined by Previous Administrative Agreements) that have not been allocated or spent towards an Eligible Project (as defined under Previous Administrative Agreements) or on administrative costs in accordance with Previous Administrative Agreements and which are reported as unspent by Saskatchewan and by Municipalities and other recipients in the 2023-24 Annual Expenditure Report (as defined under Previous Administrative Agreements).

#### ANNEX B - TERMS AND CONDITIONS

#### 1. ALLOCATION FORMULA

- 1.1 Any CCBF funding that may be received by Saskatchewan from Canada will be distributed in accordance with the following formula:
  - (a) Each Municipality will be allocated, on a conditional basis, shares of any CCBF funding received from Canada, by dividing the Municipality's 2021 Statistics Canada Census population by the total 2021 Census population for all Municipalities and multiplying the resulting quotient by each Fiscal Year Amount. Beginning with 2029-30, allocations for any CCBF funding received from Canada will be based on the 2026 Statistics Canada Census results. Notwithstanding the foregoing, if a Municipality's allocation resulting from the above-noted formula is less than \$2,000, the Municipality's allocation shall be set at \$2,000.
  - (b) The portion of Unspent Funds distributed or committed to a Municipality or other recipient under a Previous Municipal Funding Agreement may remain allocated to the respective Municipality or other recipient, subject to compliance with the terms and conditions of the MFA, as determined by the Oversight Committee, in accordance with the Municipal Compliance Strategy, and shall be used for the purposes of Eligible Projects.
- 1.2 Saskatchewan will maintain and keep updated a table detailing the Ultimate Recipients allocations and will make such table available at Saskatchewan.ca.
- 1.3 If the allocation formula contained in the Administrative Agreement is changed in any way, Saskatchewan will advise the Participating Municipality of such change and effective upon the date of such notice the allocation formula in section 1.1 will be changed accordingly.

## 2. DELIVERY MECHANISM

- 2.1 Payments to a Participating Municipality shall not be made unless Saskatchewan is in receipt of CCBF funding from Canada.
- 2.2 Saskatchewan will allocate any CCBF funding received from Canada to a Participating Municipality in accordance with this MFA and the Administrative Agreement. The distribution of CCBF funding to a Participating Municipality will be subject to the Participating Municipality meeting all significant terms and conditions of the MFA as determined by Saskatchewan.

- 2.3 The Participating Municipality agrees that any CCBF funding transferred by Saskatchewan to the Participating Municipality, any Unspent Funds, and any interest earned thereon shall be used solely in accordance with this MFA and specifically Schedule A (Participating Municipality Requirements).
- 2.4 The Participating Municipality agrees that CCBF funding is not intended to replace municipal operating and maintenance funding or municipal capital funds. CCBF funding complements municipal funding for the purpose of creating or revitalizing municipal infrastructure. CCBF funding also complements but does not replace other national infrastructure funding programs.
- 2.5 CCBF funding may be used to pay up to 100 per cent of Eligible Expenditures of an Eligible Project under this MFA.
- 2.6 Any CCBF funding allocated to a Participating Municipality pursuant to this MFA, any Unspent Funds, and any interest earned thereon will be treated as federal funds with respect to other federal infrastructure programs. The Participating Municipality acknowledges that if it is receiving federal funds under other federal infrastructure programs with respect to an Eligible Project to which the Municipality wishes to apply CCBF funding, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 2.7 Saskatchewan may, in a manner that is consistent with the policies and directives approved by the Oversight Committee, redirect all or a portion of the Participating Municipality's allocation for use by other Ultimate Recipients for Eligible Projects when:
  - (a) the Participating Municipality has failed to comply with the Municipal Compliance Strategy and meet the terms and conditions of this MFA; or
  - (b) the Participating Municipality's estimated allocation of CCBF funding has not been triggered for payment as per section 1.3 of Schedule A (Participating Municipality Requirements).

## SCHEDULE A – PARTICIPATING MUNICIPALITY REQUIREMENTS

## The Participating Municipality agrees to all of the following:

#### 1. INFRASTRUCTURE INVESTMENT PLAN

- 1.1 The Participating Municipality must submit:
  - (a) at least one Infrastructure Investment Plan (IIP) by October 31, 2025, utilizing some or all of its allocations from 2024-25 to 2028-29 on Eligible Projects;
  - (b) at least one IIP by October 31, 2030, utilizing some or all of its allocations from 2029-30 to 2033-34 on Eligible Projects

in a format, as determined by Saskatchewan, which includes the information consistent with the requirements of the Administrative Agreement. The Participating Municipality will be advised by Saskatchewan, in writing, of the approval of the IIP(s).

- 1.2 When submitting an IIP, the Participating Municipality shall:
  - (a) establish the use of all or any of its estimated allocations, Unspent Funds, and interest earned thereon under a single IIP or under more than one IIP;
  - (b) prioritize projects to address housing pressures identified in the Housing Needs Assessment (HNA), if such HNA is required according to section 7.1 or 7.2 of this Schedule, related to Infrastructure and capacity building pressures;
  - (c) consider Gender Based Analysis Plus (GBA+) lenses when undertaking projects as prescribed by Canada in the Administrative Agreement.
- 1.3 If the Participating Municipality does not have:
  - (a) by March 31, 2026, a signed MFA and an approved IIP in place that utilizes some or all of its allocations from 2024-25 to 2028-29; or
  - (b) by March 31, 2031, an approved IIP in place that utilizes some or all of its allocations from 2029-30 to 2033-34,

Saskatchewan may redirect the Participating Municipality's allocation as per section 2.7(b) of Annex B (Terms and Conditions).

- 1.4 The Participating Municipality shall not alter the scope of an IIP without the prior written consent of Saskatchewan.
- 1.5 The Participating Municipality shall inform Saskatchewan promptly in writing of any reduction in approved IIP(s) costs or of any additional financial assistance, including federal, provincial, municipal, or third party assistance, with respect to an approved IIP, and Saskatchewan shall have the right to adjust the amount of the funds applicable to that IIP to take into account the amount of any such additional assistance that is to be received.

- 1.6 In the event that the Participating Municipality decides to withdraw an IIP, the Participating Municipality must advise Saskatchewan in writing in a timely manner.
- 1.7 The Participating Municipality shall utilize the CCBF funding towards the Eligible Projects identified in the approved IIP(s) in a timely and effective manner and by no later than the deadline prescribed in section 3.3.

## 2. INVESTMENT AND EARNINGS

- 2.1 If funds are paid by Saskatchewan to a Municipality in advance of the Participating Municipality incurring Eligible Expenditures, the Participating Municipality must invest such funds in accordance with provincial legislation respecting investments by Municipalities.
- 2.2 The Participating Municipality must ensure that any earnings on funds invested are used only for the purpose of paying for Eligible Expenditures incurred with respect to Eligible Projects.

## 3. PROJECTS AND COSTS

- 3.1 The Participating Municipality must use all CCBF funding, including Unspent Funds and any interests earned thereon, only for the purpose of paying for Eligible Expenditures incurred with respect to Eligible Projects.
- 3.2 The Participating Municipality is responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
- 3.3 In accordance with section 3.1, the Participating Municipality must spend:
  - (a) its Unspent Funds and the estimated five-year allocation from 2024-25 to 2028-29, and any interest earned thereon, by December 31, 2030; and
  - (b) its estimated five-year allocation from 2029-30 to 2033-34 and any interest earned thereon, by December 31, 2034.
- 3.4 The Participating Municipality must complete all Eligible Projects by December 31, 2034, without exception, and acknowledges that any costs incurred after that date are not Eligible Expenditures.
- 3.5 The Participating Municipality acknowledges that any CCBF funding received by the Participating Municipality and interest earned thereon that are not used for the purpose of paying for Eligible Expenditures incurred by December 31, 2034, with respect to Eligible Projects, shall be a debt due to Saskatchewan by the Participating Municipality.
- 3.6 The Participating Municipality will be responsible for cost overruns if the actual total cost of any approved IIP exceeds the Participating Municipality's estimated total allocation of CCBF funding for that IIP.

## 4. RECORDS AND AUDIT

- 4.1 The Participating Municipality must keep proper and accurate financial accounts and records with respect to all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Saskatchewan, Canada, or their designated representatives. They must also keep proper and accurate financial accounts and records that are related to this MFA and the use of CCBF funding, any interest earned thereon, and all other information and documentation relevant to the CCBF program for a period of at least six (6) years after the termination of this MFA.
- 4.2 The Participating Municipality must record, separately and distinctly, CCBF funding it receives from Saskatchewan in advance of the Participating Municipality paying Eligible Expenditures.
- 4.3 The Participating Municipality will allow Canada and Saskatchewan reasonable and timely access to all of its documentation, records, and financial accounts, and those of its respective agents or Third Parties, related to the use of CCBF funding and Unspent Funds, any interest earned thereon, and all other relevant information and documentation requested by Canada, Saskatchewan, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this MFA.
- 4.4 The Participating Municipality will provide, if requested by Saskatchewan, an audited report of expenditures on the IIP(s) or allow a representative from Saskatchewan or Canada access to its books and records so an audit can be undertaken.

## 5. COMPLIANCE

- 5.1 The Participating Municipality acknowledges that Saskatchewan may, without limiting any of the remedies available to Saskatchewan, withhold payment to be made to the Participating Municipality pursuant to this MFA, reduce any such payments to the Participating Municipality, or demand the return of any such payment and interest earned thereon, or part thereof, if the Participating Municipality does not comply with the terms and conditions of this MFA. Any payment and interest earned thereon, or part thereof demanded by Saskatchewan and not returned by the Participating Municipality shall be a debt due to Saskatchewan.
- 5.2 The Participating Municipality will comply with the Municipal Compliance Strategy as amended by the Oversight Committee from time to time.

## 6. REPORTING

6.1 The Participating Municipality must comply with all reporting requirements applicable to Municipalities outlined in Schedule D (Program Reporting).

6.2 The Participating Municipality must submit to Saskatchewan, on an annual basis, its annual financial statements as required by the Municipal Compliance Strategy.

## 7. HOUSING

- 7.1 If the Participating Municipality has a population of 30,000 or more as recorded in Canada's 2021 Census, the Participating Municipality must complete a Housing Needs Assessment (HNA), prepared in accordance with the HNA template provided by Canada, and must publish the HNA on its website and send the link to Saskatchewan by March 31, 2025. Municipalities that have completed HNAs after April 1, 2019, may submit their existing HNA if it complies with the requirements provided by Canada in the Administrative Agreement.
- 7.2 Notwithstanding section 7.1, if Saskatchewan requires the Participating Municipality to complete an HNA or update a previously completed HNA, the Participating Municipality shall do so in accordance with the terms of this MFA.
- 7.3 The Participating Municipality must use the HNA when:
  - (a) prioritizing projects as described in section 1.2 of this Schedule;
  - (b) preparing the Housing Report according to Schedule G (Housing Reporting) to identify housing pressures related to Infrastructure and capacity building pressures; and
  - (c) measuring housing outcomes which are required to be reported according to Schedule D (Program Reporting) and Schedule G (Housing Reporting).
- 7.4 The Participating Municipality must comply with all applicable requirements contained in any Statement of Priorities sent by Canada to Saskatchewan pursuant to the Administrative Agreement. Saskatchewan will communicate the requirements contained in any Statement of Priorities received from Canada to the Participating Municipality, if applicable.
- 7.5 The Participating Municipality must comply with all reporting requirements outlined in Schedule G (Housing Reporting).

# 8. **COMMUNICATIONS**

8.1 The Participating Municipality must comply with all requirements applicable to Municipalities outlined in Schedule E (Communications Protocol).

## 9. LEGISLATIVE AND REGULATORY COMPLIANCE

9.1 The Participating Municipality must comply with and ensure that every Eligible Project complies with all applicable statutes, regulations, and other laws including, without limitation, all requirements of and conditions imposed by, regulatory bodies having jurisdiction over the subject matter. They must also agree that no funds will be expended

- by the Participating Municipality on Eligible Projects until all environmental assessment and legislative requirements have been met.
- 9.2 The Participating Municipality agrees that it is responsible for obtaining all permits, licenses, certificates, consents, and other approvals necessary for any Eligible Project, and will provide copies of such permits, licenses, certificates, consents, and other approvals to Saskatchewan upon request.
- 9.3 Without limiting the generality of section 9.1, the Participating Municipality is responsible for any disclosure required pursuant to any applicable environmental law or regulation, including, without limitation, the *Canadian Environmental Assessment Act*, 2012 (Canada) and *The Environmental Assessment Act* (Saskatchewan), relating to or arising out of any project to which this MFA applies.
- 9.4 The Participating Municipality is responsible for complying with any mitigation measures required by any environmental assessment process and agrees that any failure to implement any required mitigation measure constitutes an Event of Default.
- 9.5 Without limiting the generality of section 9.1, the Participating Municipality is responsible to comply with, and to ensure that any Eligible Project complies with, all applicable labour and human rights legislation.
- 9.6 The Participating Municipality must ensure that, on any Eligible Project, the work 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.

#### 10. OWNERSHIP

10.1 The Participating Municipality must invest in Eligible Projects any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.

## 11. INDEMNITY AND LIABILITY

- 11.1 In no event will Canada, Saskatchewan, or their respective ministers, officers, servants, employees, and agents, be liable to the Participating Municipality, its officers, servants, employees, or agents, or to any other person or entity, for any damages (including without limitation in contract, tort, negligence, or otherwise), including, without limitation:
  - (a) any injury to any person, including, without limitation, death, economic loss, or infringement of rights;
  - (b) any damage to, loss, or destruction of property of any person;

- (c) any obligation of any person, including, without limitation, any obligation arising from a loan, capital lease, or other long-term obligation;
- (d) the performance of this MFA or the breach of any term or condition thereof by the Participating Municipality, a Third Party, or their respective officers, servants, employees, or agents; or
- (e) any omission or willful or negligent act of the Participating Municipality, a Third Party, or their respective officers, servants, employees, or agents.
- 11.2 The Participating Municipality will indemnify and save harmless each of Canada and Saskatchewan and their respective ministers, servants, officers, employees, and agents from and against all claims, liabilities, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner, including, without limitation, injury or death to any person, damage to or loss or destruction of any property, or economic loss or infringement of rights caused by or arising directly or indirectly from:
  - (a) the Administrative Agreement and this MFA;
  - (b) the performance of this MFA or the breach of any term or condition of it by the Participating Municipality, a Third Party, or any of their respective officers, employees, servants, or agents;
  - (c) the ongoing operation, maintenance, and repair of municipal Infrastructure resulting from any project(s); or
  - (d) any omission or other willful or negligent act of the Municipality, a Third Party, or their respective employees, officers, servants, or agents.

## 12. TENDERS AND CONTRACTS

- 12.1 The Participating Municipality must ensure that Contracts are awarded in a way that is fair, transparent, competitive, and consistent with value-for-money principles, or in a manner otherwise acceptable to Saskatchewan and, if applicable, in accordance with international and domestic trade agreements. These trade agreements, include, but are not limited to: the Canadian Free Trade Agreement, the New West Partnership Trade Agreement, and the Canada-European Union Comprehensive Economic and Trade Agreement, subject to the following:
  - (a) if Saskatchewan determines that the Participating Municipality has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Participating Municipality, Saskatchewan may consider the expenditures associated with the Contract to be Ineligible Expenditures;
  - (b) the Participating Municipality must ensure that all Contracts are awarded and managed in accordance with Saskatchewan's relevant policies and procedures; and
  - (c) the Participating Municipality must ensure that all Contracts are consistent with this MFA.

- 12.2 If the Participating Municipality must choose to utilize its employees and/or equipment for an Eligible Project, it must comply with the relevant requirements relating to Eligible Expenditures as outlined in Schedule C (Eligible and Ineligible Expenditures).
- 12.3 The Participating Municipality must include the following indemnification clauses in any Contracts to construct or supply materials for any Eligible Projects:

## "Indemnification

- The Contractor will indemnify and save harmless each of Canada, Saskatchewan, the Participating Municipality, and their respective ministers, officers, servants, employees, and agents from and against all claims, liabilities, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner, including, without limitation, injury or death to any person, damage to or loss or destruction of any property, economic loss or infringement of rights caused by or arising directly or indirectly from:
  - a) the MFA between Saskatchewan and the Participating Municipality which is required pursuant to the Administrative Agreement between Canada and Saskatchewan;
  - b) the performance of a contract or the breach of any term or condition of it by the Contractor, its officers, servants, employees, or agents; or
  - c) any omission or other willful or negligent act of the Contractor, a third party, their respective employees, officers, servants, or agents."

## "No Agency

• The Contractor agrees that nothing in the MFA between Saskatchewan and the Participating Municipality, which is required pursuant to the Administrative Agreement between Canada and Saskatchewan, is to be construed as authorizing the Contractor or any third party to contract for or to incur any obligation on behalf of the Participating Municipality, Saskatchewan, or Canada or to act as agent for any of them."

## 13. ASSET MANAGEMENT

13.1 The Participating Municipality must continue to develop and implement Asset Management plans for the assets under the Participating Municipality's control and make use of such plans to inform community Infrastructure decision-making. The Participating Municipalities must also continue to work towards achieving the Asset Management goals as approved by the Oversight Committee Co-Chairs pursuant to Schedule F (Asset Management).

## 14. NO AGENCY, PARTNERSHIP, JOINT VENTURE

- 14.1 The Participating Municipality must ensure its actions do not establish or are deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada or Saskatchewan and the Participating Municipality, or between Canada or Saskatchewan and a Third Party.
- 14.2 The Participating Municipality must ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or of Saskatchewan.
- 14.3 The Participating Municipality must ensure that no current or former public servant or public office holder to whom any post-employment, ethics, or conflict of interest legislation, guidelines, codes, or policies of Canada or Saskatchewan applies, will derive direct benefit from CCBF funding, Unspent Funds, or interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies, or codes.

## 15. ASSIGNMENT

- 15.1 The Participating Municipality may not transfer or assign its rights or obligations under this MFA without the prior written consent of Saskatchewan. Any attempt by the Participating Municipality to assign any of the rights, duties, or obligations of this MFA without Saskatchewan's express prior written consent is void.
- 15.2 Saskatchewan may transfer or assign its rights or obligations under this MFA to any other Government of Saskatchewan organization at any time without the consent of the Participating Municipality.

## 16. GENERAL

- 16.1 Saskatchewan may share any information received or gathered from the Participating Municipality pursuant to this MFA with any other Saskatchewan government institution at any time for purposes of complying with the Administrative Agreement or administering this MFA.
- 16.2 The Participating Municipality acknowledges that any requirements of this Schedule which, by their nature, should extend beyond the expiration or termination of this MFA, will extend beyond such expiration or termination.
- 16.3 No revision, modification, or waiver of this MFA is binding on Saskatchewan unless expressly agreed to in writing. For clarity, Saskatchewan may, at Saskatchewan's complete discretion, agree in writing to extend any deadline contained in this MFA, and such written agreement may be provided by notice to all Ultimate Recipients on the relevant webpage at Saskatchewan.ca.

#### **SCHEDULE B - ELIGIBLE PROJECT CATEGORIES**

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

- 1. <u>Local roads and bridges</u> roads, bridges, and active transportation infrastructure
- 2. <u>Highways</u> highway infrastructure
- 3. <u>Short-sea shipping</u> infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
- 4. Short-line rail railway-related infrastructure for carriage of passengers or freight
- 5. <u>Regional and local airports</u> airport-related infrastructure (excludes the National Airport System)
- 6. <u>Broadband connectivity</u> infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
- 7. <u>Public transit</u> infrastructure that supports a shared passenger transport system which is available for public use
- 8. <u>Drinking water</u> infrastructure that supports drinking water conservation, collection, treatment, and distribution systems
- 9. <u>Wastewater</u> infrastructure that supports wastewater and storm water collection, treatment, and management systems
- Solid waste infrastructure that supports solid waste management systems including the collection, diversion, and disposal of recyclables, compostable materials, and garbage
- 11. <u>Community energy systems</u> infrastructure that generates or increases the efficient usage of energy
- 12. <u>Brownfield Redevelopment</u> remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
  - the construction of public infrastructure as identified in the context of any other category under the CCBF; and/or
  - the construction of municipal use public parks and publicly funded Affordable Housing

- 13. <u>Sport Infrastructure</u> amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (ex. Junior A))
- 14. <u>Recreational Infrastructure</u> recreational facilities or networks
- 15. <u>Cultural Infrastructure</u> infrastructure that supports arts, humanities, and heritage
- 16. <u>Tourism Infrastructure</u> infrastructure that attract travelers for recreation, leisure, business, or other purposes
- 17. <u>Resilience</u> built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events
- 18. <u>Capacity building</u> includes investments related to strengthening the ability of municipalities to develop long-term planning practices including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices
- 19. <u>Fire Halls</u> fire halls and fire station infrastructure

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

#### SCHEDULE C – ELIGIBLE AND INELIGIBLE EXPENDITURES

#### 1. ELIGIBLE EXPENDITURES

- 1.1 Eligible Expenditures of the Ultimate Recipients will be limited to the following:
  - the expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset, and any related debt financing charges specifically identified with that asset;
  - (b) the expenditures associated with completing significant maintenance activities beyond typical annual maintenance activities on tangible capital assets so as to ensure that these assets achieve the full length of the planned asset life;
  - (c) for the capacity building category only, the expenditures related to strengthening the ability of the Ultimate Recipient to improve local and regional planning, including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
    - studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
    - ii. studies, strategies, or systems related to housing or land use, including HNAs; and
    - iii. training directly related to asset management planning.
  - (d) the expenditures directly associated with joint federal communication activities and with federal project signage.
- 1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing equipment may be included as Eligible Expenditures if the Ultimate Recipient complies with the policy for self-tendering, as established by Saskatchewan, which includes the following conditions:
  - (a) the self-tendering is approved in advance and in writing by Saskatchewan;
  - (b) the Ultimate Recipient tenders the Eligible Project;
  - (c) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and
  - (d) the Ultimate Recipient does not, under any circumstances, award the work to itself if it has not submitted the lowest valid tender as determined by industry standards.
- 1.3 Expenses of the Saskatchewan Urban Municipalities Association and/or the Saskatchewan Association of Rural Municipalities and/or New North-Saskatchewan Association of Northern Communities Services Inc. related to capacity building efforts, in accordance with the terms and conditions as approved by Saskatchewan and set out by agreement with said associations.

#### 2. INELIGIBLE EXPENDITURES

- 2.1 The following are deemed Ineligible Expenditures:
  - (a) project expenditures incurred before April 1, 2005;
  - (b) project expenditures incurred before April 1, 2014, for the following investment categories:
    - i. highways
    - ii. regional and local airports
    - iii. short-line rail
    - iv. short-sea shipping
    - v. disaster mitigation
    - vi. broadband connectivity
    - vii. brownfield redevelopment
    - viii. cultural infrastructure
    - ix. tourism infrastructure
    - x. sport infrastructure
    - xi. recreational infrastructure;
  - (c) project expenditures incurred before April 1, 2021, for the following investment category:
    - i. fire halls;
  - (d) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, the direct or indirect operating or administrative costs of the Ultimate Recipients, and more specifically the costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
  - (e) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
  - (f) purchase of land or any interest therein, and related costs;
  - (g) legal fees;
  - (h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
  - (i) costs associated with healthcare infrastructure or assets.

#### SCHEDULE D – PROGRAM REPORTING

#### 1. MUNICIPAL ANNUAL EXPENDITURE REPORT

- 1.1 The Participating Municipality shall submit a Municipal Annual Expenditure Report (MAER) to Saskatchewan by March 31 of each year, consistent with the requirements of the Administrative Agreement, which may include, without limitation, the following:
  - a) any information necessary for Saskatchewan to report to Canada as required under the Administrative Agreement; and
  - b) certification by the Municipality that it is in compliance with the terms and conditions of this MFA.

## 2. PROJECT-LEVEL HOUSING REPORT

- 2.1 Each year, the Municipality, if applicable, shall provide to Saskatchewan a report on housing as outlined in Schedule G (Housing Reporting).
- 2.2 Supplementary reporting guidelines, with respect to the report on housing, will be issued by Canada and provided by Saskatchewan to the Municipality, if applicable.

## 3. ASSET MANAGEMENT REPORT

- 3.1 A Municipality shall report on Asset Management to Saskatchewan, when requested.
- 3.2 Supplementary reporting guidelines with respect to Asset Management will be issued by Saskatchewan and provided to the Municipality.

## 4. CAPITAL PLAN

- 4.1 A Municipality considered a city or with a population greater than 5,000 shall provide to Saskatchewan a five-year Capital Plan, beginning in 2025 for the years 2025 through 2029, and continuing on an annual basis.
- 4.2 The five-year Capital Plan is due annually on March 31. For example, the Capital Plan for 2025 to 2029 is due March 31, 2025.
- 4.3 Municipal population for this request is based on:
  - a) 2021 Statistics Canada Census for five-year Capital Plans for the periods 2025 to 2029 and 2029 to 2033; and
  - b) 2026 Statistics Canada Census for five-year Capital Plans for the periods 2030 to 2034 and 2034 to 2038.

## 5. OUTCOMES REPORT

- 5.1 The Municipality shall submit an annual Outcomes Report to Saskatchewan on each completed Eligible Project, consistent with the requirements of the Administrative Agreement.
- 5.2 Supplementary reporting guidelines with respect to Outcomes will be issued by Saskatchewan and provided to the Municipality.
- 5.3 The Outcomes Report, if applicable, must contain program-level Housing Outcomes as outlined in Schedule G (Housing Reporting).

#### SCHEDULE E - COMMUNICATIONS PROTOCOL

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

## 1. PURPOSE

- 1.1 The provisions of this Communications Protocol apply to all communications activities related to any CCBF funding, including annual allocations and Eligible Projects funded under the Administrative Agreement and this MFA. Communications activities may include, but are not limited to, public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Failure by the Municipality to adhere to this Communications Protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada to Saskatchewan and by Saskatchewan to the Municipality, respectively.

## 2. PROJECT SIGNAGE

- 2.1 Unless otherwise approved by Canada, the Municipality will install a federal sign to recognize federal funding at Eligible Project site(s). Canada will provide the federal sign design, content, and installation guidelines and include them in the joint communications approach.
- 2.2 Where the Municipality decides to install a sign, a permanent plaque, or other suitable marker recognizing their contribution with respect to an Eligible Project, which has a CCBF contribution over \$100,000, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 2.3 The Municipality is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 2.4 The Municipality agrees to inform Saskatchewan of signage installations on a basis mutually agreed upon in the joint communications approach.

## 3. ANNOUNCEMENTS AND MEDIA EVENTS FOR ELIGIBLE PROJECTS

- 3.1 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. groundbreaking ceremonies, completions). Key milestones, events, and announcements may also be marked by media events and announcements, news releases, or through other communication activities. Municipalities, Canada, and Saskatchewan will have equal visibility through quotes and will follow the **Table of Precedence for Canada** (<a href="https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html">https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html</a>).
- 3.2 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Saskatchewan, as appropriate, Canada, and the Municipality.
- 3.3 Municipalities shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 3.4 The requestor of a media event or an announcement will provide at least 15 working days' notice to the other parties of their intention to undertake such an event or announcement. The event will take place on a mutually agreed date and location. Saskatchewan, and, as appropriate, Canada and the Municipality will have the opportunity to participate in such events through a designated representative. Canada, Saskatchewan, and the Municipality will choose their own designated representative. If communications are proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and five working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 3.5 The conduct of all joint media events, announcements for project funding, and supporting communications materials (e.g. news releases, media advisories) will follow the **Table of Precedence for Canada** (<a href="https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html">https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html</a>).
- 3.6 All joint communications material related to media events and announcements must be approved by Saskatchewan and Canada and recognize the funding of the parties.
- 3.7 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 3.8 Canada, Saskatchewan, and the Municipality agree to ensure equal visibility in all communications activities.

#### 4. PROGRAM COMMUNICATIONS

- 4.1 Canada, Saskatchewan, and the Municipality may include messaging in their own communications products and activities about the CCBF.
- 4.2 The party undertaking these activities will provide the opportunity for the other parties to participate, where appropriate, and will recognize the funding of all contributors.
- 4.3 The conduct of all joint events and delivery of supporting communications materials that support program communications will follow the **Table of Precedence for Canada** (<a href="https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html">https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html</a>).
- 4.4 Canada, Saskatchewan, and the Municipality agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, Saskatchewan, or the Municipality, or, if webbased, from linking to it.
- 4.5 Notwithstanding Section 3 of this Schedule, Canada retains the right to meet its obligations to communicate information to Canadians about the CCBF and the use of funding through communications products and activities.

## 5. OPERATIONAL COMMUNICATIONS

- 5.1 The Municipality is solely responsible for operational communications with respect to Eligible Projects, including but not limited to calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 5.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada," as applicable.
- 5.3 The Municipality will share information promptly with Saskatchewan should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and Saskatchewan will advise the Municipality, when appropriate, about media inquiries received concerning an Eligible Project.

## 6. COMMUNICATING SUCCESS STORIES

6.1 Saskatchewan agrees to facilitate communications between Canada and the Municipality for the purposes of collaborating on communications activities and products, including but

not limited to, Eligible Project success stories such as those with positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

## 7. ADVERTISING CAMPAIGNS

7.1 Recognizing that advertising can be an effective means of communicating with the public, Canada, Saskatchewan, or the Municipality may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of the Administrative Agreement and the FMA. In the event of such a campaign, the sponsoring party or the Municipality agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

## 8. DIGITAL COMMUNICATIONS, WEBSITES, AND WEBPAGES

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

## 9. COMMUNICATION COSTS

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

#### SCHEDULE F – ASSET MANAGEMENT

Saskatchewan acknowledges that the identification of best practices and prudent infrastructure management policies and procedures can strengthen both the province and its Municipalities. Recognizing the principle of local autonomy together with the vast range in Municipality sizes and capacity, Saskatchewan requires an approach that is determined and driven locally.

In principle, the broad and effective use of effective Infrastructure management policies and procedures can:

- maximize the effectiveness of public investment in municipal Infrastructure;
- improve the ability to anticipate Saskatchewan's municipal Infrastructure funding needs;
- improve the capacity for, and quality of, local decisions with respect to the acquisition, operation, and maintenance of municipal Infrastructure; and
- increase the useful life of municipal Infrastructure assets.

Given that each Municipality's progress to date on asset management planning practices has varied greatly, and overall significant work is required to ensure continued progress towards achievable goals, a tiered approach to the establishment of such goals is most effective in Saskatchewan. This tiered approach will reflect the local capacity of Municipalities and the current state of Asset Management planning in individual Municipalities, with more advanced goals set for larger communities.

The specific Asset Management planning goals will be developed in collaboration with the Oversight Committee and the municipal sector. Canada and Saskatchewan agree that the asset management goals and amendments thereto will be finalized and approved by the Oversight Committee Co-Chairs. The Municipality is required to continue to develop and/or implement an Asset Management plan culture and methodology throughout the term of the Administrative Agreement and this MFA, and work towards achieving the Asset Management goals as approved by the Oversight Committee Co-Chairs.

Saskatchewan and the Municipality agree that the measures contained in the Previous Administrative Agreements and Previous Municipal Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Municipalities in Saskatchewan to enhance their community's sustainability.

#### SCHEDULE G – HOUSING REPORTING

#### 1. PROJECT-LEVEL HOUSING REPORT

A Municipality that falls under one of the following two categories must prepare an annual project-level Housing Report:

- a Municipality with a population of 30,000 or greater that has identified housing pressures that can be addressed through closing infrastructure gaps or capacitybuilding; OR
- a Municipality as mutually agreed to by Canada and Saskatchewan.

Saskatchewan will communicate the deadline and additional guidelines to the Municipality, if applicable.

## 1.1 Criteria for Project-Level Housing Reporting

- Project-level data in the Housing Report should include key infrastructure-related housing pressures. These should be consistent with needs and pressures identified by the Municipality in its HNA completed according to section 7 of Schedule A (Participating Municipality Requirements).
- The Municipality should identify and report on key housing gaps and needs that are related to Infrastructure.

# 1.2 Methodology

- The Municipality must provide a description of the process used to collect data and information presented in the Housing Report. The methodology section should include the following information:
  - identification of baseline data and other data sets used for the purposes of the report and which data has been excluded; and
  - how performance indicators were assessed in the Municipality (e.g., how were the number of housing Units Enabled with CCBF infrastructure investments determined and what measure of affordability was used).

## 2. HOUSING OUTCOMES

- A Municipality that is required to provide a project-level Housing Report according to section 1 of this Schedule, must report housing outcomes and indicators on the completed related Eligible Project(s) to Saskatchewan annually.
- If the Municipality is required to submit a project-level Housing Report, program-level Housing Outcomes must be reported as a part of the Municipality's Outcomes Report according to section 5 of Schedule D (Program Reporting).

## 2.1 Housing Outcome Indicators

- For each of the projects reported in the Housing Report, the Municipality must report estimates of the following core housing outcome indicators:
  - the number of new housing Units Enabled (i.e., new housing units constructed or the capacity to increase housing starts resulting from CCBF infrastructure investment);
     and
  - the number of Affordable Housing Units Enabled (i.e., new Affordable Housing units constructed or the capacity to increase Affordable Housing starts resulting from CCBF infrastructure investment) or preserved (i.e., existing Affordable Housing units will be served by CCBF investment).

## 2.2 Housing Narrative in the CCBF Housing Outcomes Report

- The program-level housing narrative should outline how CCBF funding was used to
  address housing pressures related to public infrastructure needs over the reporting
  period by the Municipality as prescribed in section 1 of this Schedule. The housing
  outcomes should also link to identified needs in the Municipality's HNA once they have
  been developed.
- When reporting housing outcomes, the Municipality must include a narrative that
  provides an assessment of measures taken to improve housing outcomes through CCBFfunded Infrastructure projects. This narrative must include:
  - how the Municipality has prioritized specific Infrastructure investments that address a housing pressure (e.g., upgrading pipes to support densification rather than sprawl, or remediating a brownfield site that could then be used for Affordable Housing);
  - steps taken to preserve and/or increase the supply and mix of Affordable Housing (e.g., minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers); and
  - o how the Municipality is utilizing CCBF funding to build local capacity for sound land use and development planning (e.g., through the capacity building category).
- When reporting housing outcomes, the Municipality must also answer the following questions:
  - how many or what percentage of projects from the Municipality's total CCBF project list of approved IIPs contribute to addressing a housing pressure related to public Infrastructure needs, including how many new housing units were enabled (as outlined in section 2.1 of this Schedule);
  - what percentage of total new housing Units Enabled or preserved are affordable as defined in Annex A; and
  - o was the published HNA updated within the last 5 years?

## 3. ASSESSMENT OF HOUSING REPORTS AND COMPLIANCE

 Supplementary reporting guidelines with respect to Housing Reporting will be issued by Canada and provided by Saskatchewan to the Municipality, if applicable. Saskatchewan may impose additional reporting guidelines or may require the Municipality to provide

- additional information on the project-level Housing Report or program-level housing outcomes, if requested to do so by Canada or on Saskatchewan's own initiative.
- Both the project-level Housing Report and the program-level housing outcomes will be assessed against Canada's Evaluation Framework, as well as HNAs, in accordance with the Administrative Agreement.
- Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for the Ultimate Recipient, where applicable, for future Infrastructure Canada programs.