



**SASKATCHEWAN - TOWN OF GRAVELBOURG**

**ULTIMATE RECIPIENT AGREEMENT FOR THE**

**INVESTING IN CANADA INFRASTRUCTURE PROGRAM**

This Agreement is made as of the date of last signature

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF SASKATCHEWAN**, as represented by the Minister of Government Relations (“Saskatchewan”) and

**TOWN OF GRAVELBOURG**, in the Province of Saskatchewan (hereinafter referred to as the “Ultimate Recipient”).

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

**AUTHORIZATION**

**WHEREAS** the Government of Canada and the Government of Saskatchewan entered into the Canada - Saskatchewan IBA Investing in Canada Infrastructure Program (ICIP) signed the 17th day of October, 2018 (the “IBA”);

**WHEREAS** Saskatchewan is administering the Integrated Bilateral Agreement (IBA) with respect to the contributions made by Canada and Saskatchewan under the ICIP;

**WHEREAS** the Minister is authorized to enter into an Agreement to provide financial assistance to the Ultimate Recipient for this purpose under the authority granted by section 18 of *The Executive Government Administration Act*, and *The Crown Corporations Act* and O.C. 550/2012, amended by O.C. 539/2018;

**WHEREAS** the Ultimate Recipient has submitted a proposal under the IBA to Saskatchewan and this Project has been approved for funding by Saskatchewan and Canada.

**NOW THEREFORE**, the Parties agree as follows:

## **1. INTERPRETATION**

### **1.1 DEFINITIONS**

**“Agreement”** means this Ultimate Recipient Agreement and all schedules, as may be amended from time to time, between Saskatchewan and the Ultimate Recipient whereby a financial contribution is made to an approved project.

**“Agreement End Date”** means the date this Agreement will terminate as set out in Schedule A.

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

**“Asset Disposal Period”** means the period ending five (5) years after the Project Completion Date.

**“Canada”** means the federal Minister or their delegate.

**“Communications Activity” or “Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

**“Contribution”** means the financial contribution that Canada and Saskatchewan will pay to the Ultimate Recipient under the terms of this Agreement as detailed in Schedule A, Section A.5.

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

**“Eligible Expenditures”** mean those costs Incurred and eligible for payment by Saskatchewan as set out in Schedule B.

**“Final Claim Date”** means the date as shown on Schedule A which is the date by which the final claim for the Project must be submitted to Saskatchewan for review.

**“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.

**“Incurred”** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received.

**“Ineligible Expenditures”** means those expenditures incurred that are ineligible for reimbursement by Saskatchewan as set out in Schedule B.

**“Infrastructure”** means publicly or privately-owned capital assets in Saskatchewan for public use or benefit.

**“Integrated Bilateral Agreement” (“IBA”)** means the Canada-Saskatchewan IBA for the ICIP and all its schedules, as may be amended from time to time.

**“ICIP”** means the Investing in Canada Infrastructure Program, under which this Ultimate Recipient Agreement is authorized.

**“Joint Communications”** means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Saskatchewan and the Ultimate Recipient and are not operational in nature.

**“Oversight Committee”** means the federal and provincial officials appointed as per the IBA.

**“Project(s)”** means one or more projects submitted by Saskatchewan and approved by Canada pursuant to section 9 (Project Submission, Approval and Changes) of the IBA and governed under this Agreement.

**“Project Approval Date”** means the date as set out in Schedule A on which the Project was authorized for funding under the IBA.

**“Project Substantial Completion”** means when a Project can be used for the purpose for which it was intended as declared in Schedule A.

**“Project Completion Date”** as listed on Schedule A means the date after which Eligible Expenditures can no longer be incurred.

**“Substantial Completion” or “Substantially Completed”** means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

**“Third Party”** means any Person or legal entity, other than a Party or Ultimate Recipient, who provides goods and/or services under Contract and/or participates in the implementation of a Project by means of a Contract.

**“Total Eligible Expenditures”** means all Eligible Expenditures for the Project, as defined in Schedule B, Subsection B.1.

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

## **1.2 ENTIRE AGREEMENT**

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

In the case of a conflict between the IBA and this Agreement, the IBA shall take precedence.

## **1.3 TERM OF AGREEMENT**

This Agreement will be effective as of the date of last signature of this Agreement and will terminate on the date as per Schedule A, subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULE**

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

Schedule A – Project Details

Schedule B – Program Details – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

Schedule D – Declaration of Completion

## **1.5 THE CONTRIBUTION**

- a) The Ultimate Recipient is eligible to receive a financial contribution upon incurring Eligible Expenditures for the Project as detailed in Schedule A and Schedule B.
- b) For the purposes of Subsection a), Saskatchewan will make a Contribution to reimburse the Ultimate Recipient for Eligible Expenditures of the approved Project as per Section A.5 of Schedule A.

## **2. COMMITMENTS BY THE ULTIMATE RECIPIENT**

### **2.1 GENERAL**

- a) The Ultimate Recipient will be responsible for the complete, diligent, and timely implementation of this Agreement, within the funding limits and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Ultimate Recipient acknowledges that Saskatchewan will not be financially responsible for any ineligible expenditures or cost and schedule overruns for a Project.
- c) The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Saskatchewan any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Ultimate Recipient will inform Saskatchewan immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, the completion of a Project.
- e) The Ultimate Recipient shall comply with reporting requirements as outlined in this Agreement and any reporting requested by Saskatchewan (e.g., progress reports).
- f) The Ultimate Recipient and any Third Party shall comply with all applicable legislation including without limiting the foregoing, all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws.
- g) The Ultimate Recipient will promptly inform Saskatchewan of any cancelled or withdrawn Projects.
- h) For Projects which include the construction of buildings, the Ultimate Recipient must meet or exceed the highest energy efficiency and accessibility standards for buildings in Saskatchewan by complying with the minimum requirements in the National Energy Code of Canada, 2017 and the National Building Code of Canada, 2015, as amended from time to time. The Ultimate Recipient will provide Saskatchewan with copies of the building permit, the final inspection certificate or occupancy permit issued by a building official licensed in the classification appropriate for the Project.

### **3. CHANGES TO AN AGREEMENT**

- a) A written request for any changes to the agreement will be reviewed by Saskatchewan and may be approved or rejected. Approved changes will not be effective until the Parties execute an amendment to this Agreement.
- b) The Project Completion Date and Final Claim Date may be altered by notice in writing by Saskatchewan.
- c) The Ultimate Recipient agrees that any material changes to a Project will require Canada and Saskatchewan's written approval. Material changes to a Project includes the following:
  - i. Any change to its location, scope or timing as laid out in Schedule A;
  - ii. When applicable, any change that would trigger a further environmental assessment or duty to consult;
  - iii. A decrease in the estimate for Total Eligible Expenditures to the extent that estimated Total Eligible Expenditures would be less than the total approved Eligible Expenditures;
  - iv. Any changes that result in not achieving the targets laid out in the subsection A.7 of this agreement.

### **4. DEBT DUE TO SASKATCHEWAN**

- a) Any amount owed to Saskatchewan under this Agreement will constitute a debt due to Saskatchewan, which the Ultimate Recipient will reimburse forthwith, on demand, to Saskatchewan.
- b) Without limiting the foregoing, the following shall be considered a debt due to Saskatchewan:
  - i. Any portion of the Contribution paid to the Ultimate Recipient under this Agreement not used for Eligible Expenditures for approved Projects;
  - ii. Any funds paid to the Ultimate Recipient under this Agreement that exceed the Contribution specified; and
  - iii. Any funds paid to the Ultimate Recipient under this Agreement that exceeds the maximum Total Eligible Expenditures described in this Agreement.
- c) In addition to any other right or remedy at law, Saskatchewan shall have the right of setoff to recover any overpayments made to the Ultimate Recipient on debts due to Saskatchewan under this Agreement.

## **5. ENVIRONMENTAL ASSESSMENT**

No site preparation, vegetation removal or construction will occur for a Project and Canada and Saskatchewan's funding for a Project is conditional upon Canada and Saskatchewan being satisfied that the federal and provincial requirements under the *Impact Assessment Act, 2019* (IAA, 2019) and *The Environmental Assessment Act* and other applicable federal or provincial environmental assessment legislation that is or may come into force during the term of this Agreement are met and continue to be met.

## **6. ABORIGINAL CONSULTATION**

- a) No construction will occur for a Project and Canada and Saskatchewan's funding for a Project is conditional upon Canada and Saskatchewan's obligations, if any, to consult Aboriginal Peoples with respect to adverse impacts of the Project on Aboriginal groups, including, where appropriate, the accommodation of Aboriginal concerns, being met and continuing to be met.
- b) Where Canada and Saskatchewan may have an obligation to consult, at Canada's and Saskatchewan's request, the Ultimate Recipient will provide to Canada and Saskatchewan, a summary of consultation that has occurred with Aboriginal groups, including the Aboriginal group's position, concerns and indication of how the concerns were addressed.
- c) Where Canada and Saskatchewan have an obligation to consult, at Canada and Saskatchewan's request, the Ultimate Recipient will assist Canada and Saskatchewan to undertake the procedural aspects of consultation and implement measures to accommodate an Aboriginal group's concerns as appropriate, and these costs may be considered Eligible Expenditures as set out in Schedule B Eligible and Ineligible Expenditures.

## **7. AWARDING OF CONTRACTS**

The Ultimate Recipient will ensure that Contracts will be 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*.

- a) If Saskatchewan determines that the Ultimate Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Ultimate Recipient, Saskatchewan may consider the expenditures associated with the Contract to be ineligible.

- b) The Ultimate Recipient agrees that all Contracts will be awarded and managed in accordance with Saskatchewan's relevant policies and procedures.
- c) All Contracts of the Ultimate Recipient made under the provisions of this Agreement shall be consistent with this Agreement.

## **8. REPORTING**

### **8.1 PROGRESS REPORT**

- a) The Ultimate Recipient will submit progress reports to Saskatchewan at a timing and frequency determined by Saskatchewan but no less than twice a year. The first progress report under this Agreement must cover the period from the Project Approval Date.
- b) Each Project progress report will include an attestation in a format acceptable to Saskatchewan, from a delegated official, that the information in the report is accurate.
- c) The Project progress report will include the following updated information for each Project:
  - i. Canada's contribution funding to the Project by Fiscal Year;
  - ii. Construction start and end dates (forecasted/actual);
  - iii. Progress tracker (e.g., percent completed);
  - iv. Risks and mitigation strategies, as required;
  - v. Confirmation that the Project is on-track to achieve expected results, or if Substantially Completed, confirmation of actual results; and
  - vi. Confirmation of installed Project signage, if applicable.
- d) The Ultimate Recipient will report annually, at a timing and frequency determined by Saskatchewan, through the Project progress report on expected and actual results related to community employment benefits for applicable Projects.
- e) The Ultimate Recipient will complete all reporting requirements as defined under paragraphs a), b) and c) in this section for all Projects to the satisfaction of both Parties no later than the Agreement End Date as set out in Schedule A.4.
- f) The Ultimate Recipient agrees and will ensure that Canada and Saskatchewan may use the information submitted by the Ultimate Recipient under this section to publicly report on Program results.



## **8.2 FINAL REPORT**

The Ultimate Recipient will submit a final report to Saskatchewan in the form determined by Saskatchewan for approval no later than the Final Claim Date. The final report will include at least:

- a) All information required under Section 8.1 Progress Report, covering the period from the last progress report to the Final Claim Date as outlined in Schedule A; and
- b) A cumulative summary of the Project, which will include the following information:
  - i. The Project's completed outcome and output results compared to the baseline established prior to the start of the Project as agreed to by all Parties;
  - ii. Total expenditures for the Project;
  - iii. Total Eligible Expenditures for the Project; and
  - iv. Confirmation of the Total Financial Assistance received.

## **9. CLAIMS AND PAYMENTS**

### **9.1 CLAIMS AND PAYMENTS**

- a) Saskatchewan shall make a payment to the Ultimate Recipient, for the purposes described in Schedule B, (Project and Program Details – Eligible and Ineligible Expenditures) upon receipt of a claim for Eligible Expenditures. The information to be provided on the claim is outlined below:
  - i. A listing of invoices paid by the Ultimate Recipient for which the Ultimate Recipient has received goods and services for Eligible Expenditures.
  - ii. The claim shall be made on the form and in the manner specified by Saskatchewan and may be submitted as frequently as once per month, or at least semi-annually, at a timing and frequency determined by Saskatchewan.
  - iii. Final payment will be made upon the completion of the Project to the satisfaction of Saskatchewan and submission of a final claim which includes copies of the outstanding invoices for Eligible Expenditures actually incurred and paid, a Declaration of Completion form (Schedule D), a final report, as described in 8.2, copies of all required permits and any other applicable reporting in a form specified and if deemed necessary, by Saskatchewan. The Final Claim Date is listed in Schedule A; and
  - iv. Saskatchewan may withhold interim or final payments of the Contribution for the Project pending satisfactory completion of a claim audit or where in the opinion of the Minister, the Ultimate Recipient has failed to comply with the provisions of this Agreement.
- b) Completed Projects may be subject to a full audit of the Project, records and expenditures.

- c) The Parties acknowledge that Saskatchewan's role is limited to providing funding to the Project and that Saskatchewan will have no involvement in the implementation of that Project or its operation. Saskatchewan is neither a decision-maker nor an administrator to the Project.
- d) The Ultimate Recipient may receive additional funding from other provincial grant programs for any Project approved pursuant to this Agreement, provided that the Ultimate Recipient informs Saskatchewan promptly of any additional provincial financial assistance received in respect of the Eligible Expenditures of a Project, not to exceed total Project costs.

## **9.2 PAYMENT CONDITIONS**

Saskatchewan will not:

- a) Pay interest for failing to make a Contribution under this Agreement;
- b) Pay capital costs for a Project until the requirements under Section 5 Environmental Assessment and Section 6 Aboriginal Consultation, if applicable, are, in Saskatchewan's opinion, satisfied to the extent possible at the date the claim is submitted to Saskatchewan;
- c) Pay any claims until requirements under any audit requirements in section 10 (Audit) and any requirements outlined in Schedule C (Communications Protocol) are met; and
- d) The Parties acknowledge that no payment will be provided until:
  - i. The Legislative Assembly of Saskatchewan has appropriated funds out of which the financial assistance may be paid in the fiscal year in which the payment is to be made pursuant to this Agreement; and
  - ii. The Ultimate Recipient has met the eligibility criteria with respect to the financial contribution as set out above and all other significant terms and conditions of the Agreement.

## **9.3 RETENTION OF CONTRIBUTION**

Saskatchewan will retain a maximum of five percent (5%) of its contribution funding under this Agreement. The amount retained by Saskatchewan will be released by Saskatchewan when:

- a) The Ultimate Recipient fulfils all of its obligations under this Agreement;
- b) The Ultimate Recipient submits an attestation, from a delegated official and in a format acceptable to Saskatchewan, that the Project has been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures; and
- c) The Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

## **10. AUDIT**

- a) The Ultimate Recipient agrees to inform Saskatchewan of any audit that has been conducted on the use of contribution funding under the IBA, provide Saskatchewan with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Ultimate Recipient will submit to Saskatchewan in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) Saskatchewan may undertake, at any time, any other audit in relation to this Agreement. All audits conducted by Saskatchewan will be at Saskatchewan's expense.
- c) The Ultimate Recipient will ensure proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Agreement End Date, as per Schedule A.
- d) All the Project's records and accounts are available to Canada and Saskatchewan for inspection, at all reasonable times.
- e) The Ultimate Recipient shall permit any authorized representative of the Oversight Committee reasonable access to the Ultimate Recipient's premises to inspect and assess the progress of the Project as well as to examine the Ultimate Recipient's books and records relating to the Project, and to make copies thereof. The Ultimate Recipient shall provide promptly information or documentation required to clarify any of its books and records.
- f) The Ultimate Recipient agrees to abide by all deliverables and timelines of Ultimate Recipient audits as set by the Oversight Committee.

## **11. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Parties will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Parties cannot agree on a resolution, the matter will be referred to the Oversight Committee for resolution. The Oversight Committee will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Any payments related to any contentious issue raised by any of the Parties may be suspended by Saskatchewan together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of the Parties to terminate this Agreement.

## **12. DEFAULT**

### **12.1 EVENTS OF DEFAULT**

The following event constitutes the "Event of Default" under this Agreement:

- a) The Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement and the IBA.

### **12.2 DECLARATION OF DEFAULT**

Saskatchewan may declare default if:

- a) The Event of Default occurs;
- b) Saskatchewan gives notice to the Ultimate Recipient of the event, which in Saskatchewan's opinion constitutes an Event of Default; and
- c) The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Saskatchewan that it has taken such steps as are necessary to remedy the Event of Default.

### **12.3 REMEDIES ON DEFAULT**

In the event that Saskatchewan declares default under Section 12.2 (Declaration of Default), Saskatchewan may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by Saskatchewan to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Suspend or terminate the approval of the Project;
- c) Require the Ultimate Recipient to reimburse Saskatchewan all or part of the contribution paid by Saskatchewan to the Ultimate Recipient; or
- d) Terminate this Agreement.

### **13. LIMITATION OF LIABILITY AND INDEMNIFICATION**

#### **13.1 LIMITATION OF LIABILITY**

In no event will Canada, Saskatchewan, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) Any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- d) The performance of this Agreement or the breach of any term and condition of it by the Ultimate Recipient, its officers, servants, employees and agents, or by a Third Party, and any of its officers, servants, employees or agents; or
- e) Any omission or other willful or negligent act of the Ultimate Recipient, a Third Party, and their respective officers, servants, employees or agents;

In relation to this Agreement or each of the Projects.

## **13.2 INDEMNIFICATION**

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

- a) Any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) Any damage to or loss or destruction of property of any Person; or
- c) Any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

In relation to this Agreement or each of the Projects, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada or Saskatchewan in the performance of his or her duties.

## **14. ASSETS**

### **14.1 DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by the Parties, Saskatchewan will require that the Ultimate Recipient maintain ongoing operations and will agree to retain title to and ownership of an Asset for the Asset Disposal Period.
- b) If at any time within the Asset Disposal Period, the Ultimate Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, Saskatchewan, a municipal or regional government as outlined in paragraph ii. a) of section A.1 a) (Ultimate Recipients) of the IBA, or with Saskatchewan's consent, the Ultimate Recipient may be required to reimburse Saskatchewan, any federal or provincial funding received for the Project.

## **14.2 REVENUE FROM ASSETS**

The Parties acknowledge that Canada and Saskatchewan's contribution to the Ultimate Recipient's Project is meant to accrue to the public benefit. The Ultimate Recipient will notify Saskatchewan in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient as defined in paragraph ii. d) of section A.1 a) (Ultimate Recipients) of the IBA, is used in such a way that in the Fiscal Year revenues are generated from it that exceed its operating expenses. Saskatchewan may require the Ultimate Recipient to immediately pay to Canada, via Saskatchewan, a portion of the excess in the same proportion as the total cost of the Asset to not exceed Canada and Saskatchewan's contribution to the Project. This obligation will only apply during the Asset Disposal Period, and when it is determined by Saskatchewan that the Project no longer meets the requirement of public benefit.

## **14.3 REPAYABLE CONTRIBUTIONS**

At Saskatchewan's request, the Ultimate Recipient shall repay any contribution funding provided by Canada and Saskatchewan under this Agreement that is intended for an Ultimate Recipient that is a for-profit private sector body where such funding is for the purpose of that Ultimate Recipient generating profits or increasing the value of its business. Any repayment by the Ultimate Recipient will be made in accordance with terms and conditions of repayment as determined by Saskatchewan at the time Saskatchewan approves a Project.

## **15. GENERAL**

### **15.1 ACCOUNTING PRINCIPLES**

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

### **15.2 SURVIVAL**

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

### **15.3 CONFLICT OF INTEREST**

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

#### **15.4 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Saskatchewan and an Ultimate Recipient or between Saskatchewan and a Third Party.

The Ultimate Recipient will not represent itself in any agreement with a Third Party, as a partner, employee or agent of Saskatchewan.

#### **15.5 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Saskatchewan or to act as an agent for Saskatchewan.

#### **15.6 COUNTERPART SIGNATURE**

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

#### **15.7 SEVERABILITY**

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

#### **15.8 ASSIGNMENT**

- a) The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Saskatchewan. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Saskatchewan's express written consent is void.
- b) Saskatchewan can transfer or assign its rights or obligations under this Agreement to any other Government of Saskatchewan organization at any time without prior consent of the Ultimate Recipient.



## **15.9 COMPLIANCE WITH LAWS**

The Ultimate Recipient will comply with and ensure that the Project complies with all statutes, regulations, and other applicable laws governing Saskatchewan, the Ultimate Recipient and the Project under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

## **15.10 AMENDMENTS**

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

## **15.11 WAIVER**

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

## **15.12 GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of Saskatchewan.

## **15.13 SUCCESSORS AND ASSIGNS**

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

## **15.14 NOTICE**

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

for Saskatchewan:

Executive Director  
Municipal Infrastructure and Finance Branch  
Ministry of Government Relations  
500-1855 Victoria Avenue  
REGINA SK S4P 3T2  
Email: [infra@gov.sk.ca](mailto:infra@gov.sk.ca)

or to such other address, email, or addressed to such other person as Saskatchewan may, from time to time, designate in writing to the Ultimate Recipient; and

for Town of Gravelbourg:

Box 359  
GRAVELBOURG SK S0H 1X0  
Phone: 306-648-3301  
Email: cao@gravelbourg.ca

or such other address, email, or addressed to such other person as the Ultimate Recipient may, from time to time, designate in writing to Saskatchewan.

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

**15.15 TERMINATION**

Either party may terminate this Agreement, without cause, by giving the other party at least 30 days' notice.

**16. SIGNATURES**

This Agreement has been executed by the Parties by their duly authorized officers on the day and year first written below.

For Saskatchewan:

For: Town of Gravelbourg

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOV 28 2023**

## SCHEDULE A: GREEN STREAM - PROJECT DETAILS

**Program:** Investing in Canada Infrastructure Program (ICIP)

**Project #:** 20220112

**Project:** **Town of Gravelbourg Water Tower Decommissioning and Watermain Replacement** for the **Town of Gravelbourg** located at the following locations:

- 49.872886, -106.54188

### **A.1 Project Approval Date:**

The Project Approval Date for this ICIP Project is **October 02, 2023**.

### **A.2 Project Completion Date:**

The Project Completion Date for this ICIP Project is **March 31, 2026**.

### **A.3 Final Claim Date:**

The deadline for final claim submission for this ICIP Project is **June 30, 2026**.

### **A.4 Agreement End Date:**

This Agreement will terminate on the 31st day following the day of the last payment by Saskatchewan.

### **A.5 Contribution by Saskatchewan:**

For the purpose of this Agreement, following the Effective Date of this Agreement, Saskatchewan will make a contribution to reimburse the Ultimate Recipient for Eligible Expenditures of the approved Project incurred and paid by the Ultimate Recipient.

- a) The maximum Total Eligible Expenditures approved for this Project is **\$3,515,697**. As per the IBA, the total financial Contribution is not to exceed **seventy-three and thirty-three hundredths per cent (73.33%)** of the Total Eligible Expenditures up to a maximum of **\$2,578,061**.
- b) Saskatchewan's Contribution will not exceed **thirty-three and thirty-three hundredths per cent (33.33%)** of the Total Eligible Expenditures under ICIP.
- c) Canada's contribution will not exceed **forty per cent (40%)** of the Total Eligible Expenditures under ICIP.

- d) Any expenditure in excess of the maximum total financial Contribution in a) is the responsibility of the Ultimate Recipient.
- e) The maximum federal funding to a Project, from all federal sources, will not exceed **forty per cent (40%)** of the total Eligible Expenditures for that Project. If the federal Crown's total contribution towards a Project exceeds **forty per cent (40%)** of that Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Saskatchewan may recover the excess from the Ultimate Recipient or reduce its contribution by an amount equal to the excess. The Ultimate Recipient shall inform Saskatchewan promptly of any additional federal funding approved or received in respect of Eligible Expenditures of a Project and shall provide a detailed accounting of such funding.
- f) If the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Saskatchewan may recover the excess from the Ultimate Recipient or reduce its contribution by an amount equal to the excess.

#### **A.6 Project Description:**

The objective of the project is to increase the capacity of critical watermains on 1st Ave., Bettez St., Main St. and 7th Ave. Numerous commercial, institutional, and residential properties would benefit from having more reliable and improved fire protection and potable water availability with improved pressures and flows.

The project includes improving the level of service by increasing the size of the watermain from a 200mm diameter to a 300mm diameter main. The existing watermain on 1st Avenue will be undersized and unable to provide the current level of service once the water tower is decommissioned. Connection mains on Bettez St. and Main St. to the hospital and fire hall are made of aging asbestos cement pipe and will be replaced. All lateral service connections will be replaced where the watermains are replaced (2,337m total length).

The project supports the increased access to potable water outcome.

This Project involves the following components:

- Watermains and water service connections for the following:
  - 1<sup>st</sup> Avenue – Replace 150 mm and 200 mm diameter pipes with 1,457 m of 300 mm diameter watermain pipes (from water treatment plant to Bettez St.) plus 66 water service connection replacements and 9 hydrants, leads, valves and tees.
  - Main Street – Replace existing watermain pipes with 615 m of same diameter pipes (from 1<sup>st</sup> Avenue to 7<sup>th</sup> Avenue) plus 45 water service connection replacements and 6 hydrants, leads, valves and tees.
  - Bettez Street – Replace existing watermain pipes with 170 m of same diameter pipes (from 1<sup>st</sup> Avenue) plus 6 water service connection replacements and one hydrant, lead, valve and tee.
  - 7<sup>th</sup> Avenue – Install 95 m of new 200 mm diameter PVC watermain pipes (from Main Street) plus 1 new water service connection to the fire hall.

Work includes:

- traffic accommodation,
- locate lines,
- asphalt and road material removal,
- excavation,
- reconnection of new mains to existing mains,
- watermain stub connections to connecting streets,
- installation of new water service connections and all associated works,
- removal and replacement of all hydrants, valves, and appurtenances,
- backfill and compaction in trenches,
- bored installation of watermain,
- reinstatement of roadways (except asphalt on 1<sup>st</sup> Avenue only),
- reinstatement of disturbed landscaping, driveways, accesses, curbing, gutters, and sidewalk,
- sanitary and stormwater infrastructure,
- relocation/reinstatement of all shallow utilities as necessary.
- Decommissioning and Demolition of the old Water Tower includes:
  - disconnection of old tower to the existing distribution system,
  - draining existing tower,
  - demolition and disposal of existing tower and control station and associated appurtenances.
- Engineering and geotechnical investigation – including coordination with Ministry of Highways for reinstatement of asphalted surface on 1<sup>st</sup> Avenue

**A.7 Expected Results:**

Outcome(s)	Indicators	Baseline	Target	Actual Results
Increased access to potable water	Number of reservoirs that have improved water quality as a result of funded investments	0	1	
	Length of local water pipes receiving investment (in meters)	0	2,337	

## SCHEDULE B – PROGRAM DETAILS – ELIGIBLE AND INELIGIBLE EXPENDITURES

### B.1 Eligible Expenditures

B.1.1 Eligible Expenditures will include the following:

- a) All costs considered to be direct and necessary for the successful implementation of an eligible project, in the opinion of Canada and Saskatchewan, excluding those identified under Section B.2 (Ineligible Expenditures);
- b) The capital costs of constructing or renovating a tangible asset, as defined and determined according to generally accepted accounting principles in Canada;
- c) All planning (including plans and specifications), assessment and design costs specified in the Agreement such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- d) Costs will only be eligible as of Project approval, except for the following costs which are eligible if incurred before a Project is approved by Canada for contribution funding under this Agreement, but can only be paid if and when that Project is approved by Canada:
  - i. Costs associated with completing climate lens assessments as outlined in paragraph h) of Section 4 (Commitments by Saskatchewan) of IBA; and
  - ii. Costs associated with Aboriginal consultation and engagement activities, which are retroactively eligible from February 15, 2018, for Projects approved after February 7, 2019.
- e) The costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Impact Assessment Act 2019* and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- f) The costs directly associated with joint federal and provincial communication activities (press releases, press conferences, translation, etc.) and with federal and provincial project signage;
- g) The incremental costs of the Ultimate Recipient's employees related to construction of the project may be included as eligible costs under the following conditions:
  - i. The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
  - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - iii. The arrangement is approved in advance and in writing by the Province and by Canada.

B.1.2 Eligible costs are limited to the following:

- a) Costs incurred between the Project Approval Date and the Project Completion Date set out in the Ultimate Recipient Agreement, except for costs associated with completing climate lens assessments and creating community employment benefit plans, which are eligible before project approval, but can only be paid if and when a project is approved by the Province and Canada and a signed Ultimate Recipient Agreement is in place.

## **B.2 Ineligible Expenditures**

Ineligible expenditures for Projects will include the following:

- a) Costs Incurred before the Project Approval Date, and any and all expenditures related to contracts signed prior to the Project Approval Date;
- b) Costs Incurred before a Project is approved by Canada and any and all expenditures related to contracts signed prior to Canada's approval of a Project, except for:
  - i. Costs associated with completing climate lens assessments as outlined in paragraph h) of section 4 (Commitments by Saskatchewan); and
  - ii. Costs associated with Aboriginal consultation and engagement activities, which are retroactively eligible from February 15, 2018, for Projects approved after February 7, 2019.
- c) Costs Incurred for cancelled Projects;
- d) Costs of relocating entire communities;
- e) Land acquisition;
- f) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- g) Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in accordance with Section B.1 d) (Eligible Expenditures);
- h) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- i) Any goods and services costs which are received through donations or in-kind;
- j) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- k) Costs associated with operating expenses and regularly scheduled maintenance work;

- l) Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- m) All capital costs, including site preparation and construction costs, until federal environmental assessment(s) and Aboriginal consultation obligations as required, under sections 5 (Environmental Assessment) and 6 (Aboriginal Consultation) have been met and continue to be met.



## **SCHEDULE C - COMMUNICATIONS PROTOCOL**

### **C.1 PURPOSE**

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Canada, with respect to Communications Activities related to this Agreement and the Projects funded through it.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under the IBA.

### **C.2 GUIDING PRINCIPLES**

- a) Public acknowledgement of financial assistance received from Canada and Saskatchewan is a condition of funding.
- b) Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- c) The Ultimate Recipient is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol and for ensuring their compliance to its third parties.
- d) Saskatchewan will communicate to Ultimate Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **C.3 GOVERNANCE**

- a) The Parties will designate communications contacts that will be responsible for preparing a communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

### **C.4 JOINT COMMUNICATIONS**

- a) Canada, Saskatchewan and the Ultimate Recipient will have Joint Communications about the funding of the Project(s).

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

#### **C.5 INDIVIDUAL COMMUNICATIONS**

- a) Notwithstanding Section C.4 of this Communications Protocol (Joint Communications), Canada and Saskatchewan retain the right to meet their obligations to communicate information to Canadians about the IBA and the use of funds through their own Communications Activities.
- b) Canada, Saskatchewan and the Ultimate Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

- c) Where a website or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize provincial and federal funding through the use of a digital sign or through the use of Government of Saskatchewan logo and the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." and "This project is funded in part by the Government of Saskatchewan." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear and language requirements. The Saskatchewan logo or the text "Government of Saskatchewan" must link to the Government of Saskatchewan website at [www.Saskatchewan.ca](http://www.Saskatchewan.ca).
- d) The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with Project name and location.

## **C.6 OPERATIONAL COMMUNICATIONS**

- a) The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Saskatchewan 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 Saskatchewan and the Government of Canada." As appropriate, operational communications will also recognize the funding of Saskatchewan in a similar manner.

## **C.7 MEDIA RELATIONS**

- a) Canada, Saskatchewan and the Ultimate Recipient will share information promptly with the other Parties should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **C.8 SIGNAGE**

- a) Canada, Saskatchewan or the Ultimate Recipient may request a Project sign recognizing their funding contribution to a Project.

- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content, and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each of the Parties will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and provincial contribution and be approved by Saskatchewan and Canada.
- g) Saskatchewan and the Ultimate Recipient agree to inform Canada of sign installations through the Project progress reports referenced in Section 14 (Reporting) of the IBA.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

#### **C.9 COMMUNICATION BETWEEN CANADA AND ULTIMATE RECIPIENTS**

- a) Saskatchewan agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

#### **C.10 ADVERTISING CAMPAIGNS**

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

**SCHEDULE D – DECLARATION OF COMPLETION**

**Applicant Name:** Town of Gravelbourg  
**Project Title:** Town of Gravelbourg Water Tower Decommissioning and Watermain Replacement  
**Project Number:** 20220112

In the matter of the Agreement concerning the Canada-Saskatchewan IBA ICIP, entered into between His Majesty the King in Right of Canada and Saskatchewan, as represented by the Minister of SaskBuilds (“Saskatchewan”), in the Province of Saskatchewan

I, \_\_\_\_\_ (Name), of \_\_\_\_\_ (entity), in the Province of Saskatchewan, declare as follows:

1. I hold the position of \_\_\_\_\_ with \_\_\_\_\_ (entity) and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
  
2. a) I have received the following documents for the Town of Gravelbourg Water Tower Decommissioning and Watermain Replacement Project and have the following documents on file, if applicable:

- Certificate of Substantial Performance of subcontract as per the Saskatchewan Builder’s Lien Regulation B-7.1 REG 1.
- Certificate of Substantial Performance of Contract as per the Saskatchewan Builder’s Lien Regulation B-7.1 REG 1.
- Construction Completion Certificate for each output signed by engineer (e.g. wells, reservoir, water treatment process upgrades, wet well/dry well) responsible for the project.
- Letter of Good Standing and Clearances from Workers Compensation Board.
- Other – Please specify: \_\_\_\_\_.

b) Based on the above documents and the representations made to me by the professionals identified in Section 2(a) above, I declare to the best of my knowledge and belief that this Project has met Project Substantial Completion on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

Declared at \_\_\_\_\_ (Location), in \_\_\_\_\_ (Province)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_