

**ADMINISTRATIVE AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN: **THE GOVERNMENT OF CANADA**, as represented by the Minister of Housing, Infrastructure and Communities (“Canada”),

AND: **THE GOVERNMENT OF NORTHWEST TERRITORIES** as represented by the Minister of Municipal and Community Affairs (“the GNWT”).

1) PURPOSE

This Administrative Agreement sets out the roles and responsibilities of Canada and the GNWT for the administration of the Canada Community-Building Fund (CCBF).

2) DEFINITIONS

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

3) CONTEXT

With this Administrative Agreement, Canada and the GNWT wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment, and strong cities and communities, building on:

- the success of the Previous Agreements;
- Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which, starting in 2014-2015, the Government of Canada makes up to \$2 billion per year available for the purpose of municipal, regional and First Nations infrastructure;
- *Economic Action Plan 2013*, through which the Government of Canada announced a renewed Gas Tax Fund which included the indexation of the Gas Tax Fund funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through 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);
- Section 199 of *Budget Implementation Act, 2021, No. 1* (Budget 2021) in which the Gas Tax Fund was renamed the Canada Community-Building Fund; and
- Budget 2022 (A Plan to Grow Our Economy and Make Life More Affordable) in which the Government of Canada ties access to infrastructure funding to actions by provinces, territories, and municipalities to increase housing supply where it makes sense to do so.

4) PRINCIPLES

Canada and the GNWT acknowledge that this Administrative Agreement is based on the following principles:

- a. **Principle 1: Respect for Jurisdiction.** The CCBF is designed to leverage the strengths of each level of government and is based on the principle that each level of government has its own areas of jurisdiction and is accountable to its population for its delivery of the CCBF program. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- b. **Principle 2: Flexibility of Approach.** In recognition of the diversity of Canadian provinces, territories, regions and communities, the CCBF recognizes the need for a flexible approach to program delivery. Wherever possible, the CCBF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.
- c. **Principle 3: Equitable Distribution.** The CCBF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.
- d. **Principle 4: Equity.** The CCBF is designed to afford participating municipalities with flexibility in developing projects and setting priorities, offering a wide range of possible project categories. the GNWT, and its Ultimate Recipients are expected to consider Gender Based Analysis Plus (GBA+) lenses when undertaking projects.
- e. **Principle 5: Complementarity.** The CCBF provides stable, predictable, long-term funding for communities. The CCBF is not to replace municipal operating and maintenance funding or municipal capital funds. The CCBF complements municipal funding for the purpose of creating or revitalizing municipal infrastructure. The CCBF also complements but does not replace other national infrastructure funding programs.
- f. **Principle 6: Transparency.** The CCBF is administered via an open and transparent governance process that includes regular evaluations and audits. Canada and the GNWT are committed to promoting and supporting accountability through regular, effective, and accurate program reporting to the Canadian public.
- g. **Principle 7: Commitment to Improve Housing Supply and Affordability.** Canada and the GNWT are committed to working collaboratively to address the national priority of increasing the supply of housing as well as the availability of affordable housing. The GNWT will work with Ultimate Recipients to leverage the CCBF to support their role with removing barriers to housing investments in the Northwest Territories.

5) ANNEXES AND SCHEDULES

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

- Annex A: Definitions
- Annex B: Terms and Conditions
 - Schedule A: Ultimate Recipient 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 Report

6) CANADA COMMUNITY-BUILDING FUND ADDITIONAL OR UNSPENT FUNDS

- 6.1 Any CCBF funding that may be transferred by Canada to the GNWT, will be administered by the GNWT in accordance with this Administrative Agreement, including with the Terms and Conditions set out in Annex B.
- 6.2 Any Unspent Funds, and any interest earned thereon, will be subject to the Terms and Conditions of this Administrative Agreement and will no longer be governed by the terms and conditions of any Previous Agreements.

7) OVERSIGHT COMMITTEE

- 7.1 An Oversight Committee will be established by Canada and the GNWT to ensure the effective monitoring of this Administrative Agreement. The Oversight Committee will monitor the overall implementation of this Administrative Agreement, and will serve as the principal forum to address and resolve issues arising from the implementation of this Administrative Agreement. The activities of the Oversight Committee including frequency of meetings, review and dialogue on the Statement of Priorities and program compliance will be laid out in a Terms of Reference document jointly developed and agreed upon by Canada and the GNWT.
- 7.2 The Oversight Committee will be co-chaired by two (2) members, one of whom is to be appointed by Canada, and designated as Federal Co-Chair, and one of whom is to be appointed by the GNWT, and designated as Northwest Territories Co-Chair. Replacement members from either Canada or the GNWT may, from time to time, be appointed by Canada or the GNWT. Canada and the GNWT agree to keep each other informed in writing upon new appointments.
- In addition, the Oversight Committee could include:
- i) One additional representative from the GNWT;
 - ii) One additional representative from Canada; and
 - iii) One representative from the Northwest Territories Association of Communities (NWTAC), as an observer, appointed by the President of the NWTAC

- 7.3 The Co-Chairs, working together, will examine any issue that may arise, and, in good faith, will attempt to resolve that issue to the mutual satisfaction of Canada and the GNWT.
- 7.4 Any sub-committees established by Canada and the GNWT will report to the Oversight Committee through their respective Co-Chairs.

8) DISPUTE RESOLUTION

- 8.1 Canada and the GNWT will work together to resolve any issues which may arise in relation to this Administrative Agreement.
- 8.2 If, after a reasonable effort has been made, an issue cannot be resolved by the Co-Chairs, they will provide information about the issue, including the steps they have taken to attempt to resolve the issue. An escalating dispute resolution approach begins with an Oversight Committee discussion followed by senior official-level discussions (at the Assistant Deputy Minister level or another appropriate level) and ultimately Ministerial-level discussions for resolution, within a reasonable timeframe, to the satisfaction of Canada.
- 8.3 In the event of any unresolved issue, it is understood that the final decision with respect to such issue will rest solely with Canada. At Canada's sole discretion, Canada may delay or withhold fund transfers to the GNWT in circumstances where Canada believes that the GNWT is not acting in good faith to resolve a dispute.
- 8.4. It is understood that failure by the GNWT to meet the following requirements will be addressed as a priority and will impact the timing and flow of CCBF funding to the GNWT:
- a) ensuring that Ultimate Recipients comply with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions);
 - b) meeting the reporting requirements as outlined in Schedule D (Program Reporting) of Annex B (Terms and Conditions);
 - c) meeting the reporting requirements outlined in Schedule G (Housing Report) of Annex B (Terms and Conditions); and
 - d) conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).

9) AUDITS AND EVALUATION

- 9.1 Canada reserves the right to undertake any audit in relation to this Administrative Agreement at its expense. The timing and scope of the such audits will be determined in collaboration with the GNWT via the Oversight Committee and will be carried out by external independent auditors. In the event that Canada does undertake an audit, it will provide the GNWT reasonable notice.

- 9.2 Canada may, at its cost, complete a periodic evaluation of the relevance and performance (i.e. effectiveness, efficiency and economy) of the CCBF. The GNWT will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be shared with GNWT and made publicly available.
- 9.3 The GNWT will ensure proper and accurate financial accounts and records are kept that are related to this Administrative Agreement and the use of CCBF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit and evaluation.
- 9.4 The GNWT will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of an Eligible Project for at least six (6) years after the completion of the project and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.
- 9.5 The GNWT will keep proper and relevant accounts and records in respect to their program-level management of the CCBF for at least six (6) years after the termination of this Administrative Agreement and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.

10) DURATION, TERMINATION, REVIEW AND AMENDMENT

- 10.1 This Administrative Agreement will come into effect as of April 1, 2024 and will be in effect until March 31, 2034 unless Canada and the GNWT agree to renew it.
- 10.2 This Administrative Agreement will be reviewed by Canada and the GNWT by March 31, 2027 and may be amended to incorporate changes, if any, agreed to by Canada and the GNWT.
- 10.3 This Administrative Agreement may be amended at any time in writing as agreed to by Canada and the GNWT.
- 10.4 This Administrative Agreement may be terminated at any time and for any reason by either Canada or the GNWT with two (2) years written notice. In the event where this Administrative Agreement is so terminated, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by the GNWT or Ultimate Recipients, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada and the GNWT.

11) CORRESPONDENCE

Any correspondence under this Administrative Agreement may be delivered in person, sent by electronic mail or sent by mail addressed to:

Canada:

Assistant Deputy Minister, Communities and Infrastructure Programs
Infrastructure Canada
1100 – 180 Kent Street
Ottawa, Ontario K1P 0B6
Email: alison.oleary@infcc.gc.ca

or to such other address or addressed to such other person as Canada may, from time to time, designate in writing to GNWT; and

GNWT:

Assistant Deputy Minister
Municipal and Community Affairs
#600, 5201-50th Avenue
Yellowknife, Northwest Territories X1A 3S9
Email: Sonya_Saunders@gov.nt.ca

or such other address or addressed to such other person as GNWT may, from time to time, designate in writing to Canada.

Signatures



The Honourable Sean Fraser, P.C., M.P.

Minister of Housing, Infrastructure and
Communities

May 21, 2024

Date



The Honourable Vince McKay

Minister Of Municipal and Community
Affairs

June 27, 2024

Date

ANNEX A DEFINITIONS

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

“Administrative Agreement” means this Administrative Agreement on the Canada Community-Building Fund in the GNWT.

“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 in order to maximize benefits and effectively manage risk.

“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 Canada Community-Building Fund 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.

“Core Housing Need” means a household living in an unsuitable, inadequate or unaffordable dwelling and 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).

“Funding Agreement” means an agreement between the GNWT and an Ultimate Recipient setting out the terms and conditions of the CCBF funding to be provided to the Ultimate Recipient, containing, at a minimum, the elements in Schedule A (Ultimate Recipient Requirements).

“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). 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” means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Housing Report” means the duly completed housing report to be prepared and delivered by the GNWT to Canada annually by September 30, as described in Schedule G (Housing Report).

“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 the GNWT primarily for public use or benefit.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Previous Agreements” means any agreements between Canada and the GNWT for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Statement of Priorities Letter” means an annual letter from Canada to the GNWT outlining expected housing actions by the GNWT required for any CCBF funding to flow for a given year.

“Third Party” means any person or legal entity, other than Canada, the GNWT or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a Local Government or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that (a) the Local Government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s).
- (iii) GNWT entities in the form of departments, corporations and agencies where they provide core municipal services in municipalities; and in the unincorporated areas of the Northwest Territories. For greater clarity, providing core municipal services includes the provision of Community Public Infrastructure and capacity building projects.

“Unspent Funds” means funds (as defined by Previous Agreements) that have not been spent towards an Eligible Project (as defined under the Previous Agreements) or on administrative costs in accordance with Previous Agreements prior to the effective date of this Agreement.

ANNEX B TERMS AND CONDITIONS

1. ALLOCATION FORMULA

- 1.1 Any Unspent Funds held by the GNWT and any CCBF funding that may be received by the GNWT from Canada, as well as any interest earned thereon, will be distributed in accordance with the formula set out in GNWT's Community Public Infrastructure Policy, subject to the provision set out below:

1.1.1 Over the duration of this Administrative Agreement, the GNWT will allocate one point seven five percent (1.75%) of any CCBF funding it may receive from Canada for capacity building projects. The GNWT will administer this on behalf of Local Governments.

- 1.2 The GNWT agrees to provide to Canada a table detailing the Ultimate Recipient allocations, and promptly provide to Canada updates to the table upon any revision to the allocations.

2. DELIVERY MECHANISM

- 2.1 The GNWT will monitor and manage the release of any CCBF that may be received from Canada, as well as any interest earned thereon, to Local Governments, in accordance with this Administrative Agreement.

2.1.1 Funding will be made to Ultimate Recipients in good standing, in two payments in July and November of each year;

2.1.2 To remain in good standing, Ultimate Recipients will ;

- a) Demonstrate compliance, specifically with Schedule A (Ultimate Recipient Requirements), and Schedule C (Eligible and Ineligible Expenditures)
- b) Report on CCBF spending on a quarterly basis, in a template to be provided by the GNWT;
- c) Submit an annual plan for CCBF spending prior to the start of their fiscal year (March 31st or December 31st); and
- d) Include in their annual audited financial statements a detailed audited schedule of CCBF activity.

2.1.3 Failure to comply with the terms above requirements will result in compliance actions, including notification of failure to comply, discussions to bring the Ultimate Recipient into compliance, as well as withholding funding until the failure to comply is addressed.

2.1.4 Repeated or sustained failures to comply could result in downward adjustments for future CCBF funding.

- 2.2 Specifically related to the capacity building allocation that will be administered by the GNWT in accordance with Section 1 (Allocation Formula) of Annex B (Terms and conditions), the GNWT will:

2.2.1 Act as Ultimate Recipient on behalf of Local Governments; and,

2.2.2 Submit to the Oversight Committee a work plan which identifies planned capacity building projects for the coming fiscal year, prior to March 31 of each year. This work plan will take into consideration capacity building needs identified by the NWTAC and by the GNWT's Department of Municipal and Community Affairs' (MACA) Senior management team.

3. USE AND RECORDING OF FUNDS

- 3.1 The GNWT will ensure that any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon, are used solely in accordance with the terms and conditions set out in this Administrative Agreement.
- 3.2 The GNWT will ensure that that any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon is used by Ultimate Recipients in accordance with this Administrative Agreement and specifically Schedule A (Ultimate Recipient Requirements).
- 3.3 Pending payment to Ultimate Recipients in accordance with the terms and conditions of this Administrative Agreement, the GNWT will record into a separate and distinct account any CCBF funding it may receive from Canada and any interest earned thereon.
- 3.4 Any CCBF funding that may be transferred by Canada to the GNWT will be treated as federal funds with respect to other federal infrastructure programs.

4. ADMINISTRATIVE EXPENSES

Upon approval by Canada, the GNWT may apply up to one point two five percent (1.25%) of any CCBF funding it may receive from Canada for administrative expenses related to program delivery and implementation of this Administrative Agreement, including expenditures associated with communication activities such as public project announcements and signage.

5. ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the CCBF include: highways; local roads and bridges; short-sea shipping; short-line rail; regional or local airports; broadband connectivity; public transit; drinking water; wastewater; solid waste; community energy systems; brownfield redevelopment; sports, cultural, recreational, or tourism infrastructure; resilience; fire halls; and capacity building among Ultimate Recipients. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories.

6. ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with: the acquiring, planning, designing, constructing, or renovating of a tangible capital asset, or completing work to ensure that the asset is able to reach the end of its intended life; the strengthening of the ability of Local Governments to improve local and regional planning and asset management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures.

7. REPORTING

The GNWT will meet the reporting requirements set out in Schedule D (Program Reporting) and Schedule G (Housing Report).

8. COMMUNICATIONS

This Administrative Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs, unless otherwise approved by Canada.

9. ASSET MANAGEMENT

The GNWT will ensure that Ultimate Recipients continue to develop and/or implement an Asset Management culture and methodology throughout the term of this Administrative Agreement, with the ultimate goal of having asset management plans in place for all Ultimate Recipients. Schedule F (Asset Management) provides more details on the approach agreed upon between Canada and the GNWT.

SCHEDULE A – Ultimate Recipient Requirements

Ultimate Recipients are required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).
3. Continue to make progress on asset management plans for the assets under their control and make use of these plans to inform community infrastructure decision-making.
4. Invest, in a distinct account, CCBF funding it receives from the GNWT in advance of it paying Eligible Expenditures.
5. Submit quarterly reports on CCBF spending to the GNWT, in a format prescribed by the GNWT.
6. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
7. Invest into 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.
8. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
9. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Administrative Agreement.
10. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
11. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
12. Ensure that 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 Canada applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
13. Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they,

Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

14. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
15. Complete, publish on its website and send the link to the GNWT by March 31, 2025, for all communities with a 2021 Census population of 30,000 or more, a Housing Needs Assessment prepared in accordance with guidance provided by Canada. Ultimate Recipients that have completed Housing Needs Assessments after April 1, 2019 may submit their existing Housing Needs Assessment if it complies with the requirements for Housing Needs Assessments provided by Canada.
16. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

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

1. Local roads and bridges – roads, bridges and active transportation infrastructure
2. Highways – highway infrastructure
3. Short-sea shipping – 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. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
7. Public transit – infrastructure which supports a shared passenger transport system which is available for public use
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy
12. Brownfield Redevelopment - 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 Canada Community-Building Fund, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams)
14. Recreational Infrastructure – recreational facilities or networks
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure,

business or other purposes

17. Resilience – 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. Capacity building - 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. Fire Halls – 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 Ultimate Recipients will be limited to the following:

- a) 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 maintenance on tangible capital assets so as to ensure that these assets achieve the full length of the planned asset life;
- c) for capacity building category only, the expenditures related to strengthening the ability of Local Governments 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:
 - i. 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 Housing Needs Assessments; 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 of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by the GNWT

1.3 Administrative expenses of the GNWT related to program delivery and implementation of this Administrative Agreement, in accordance with Section 4 (Administrative Expenses) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

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; and
 - 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, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its 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

Program reporting requirements under the CCBF consist of a letter of intent, a project list, an audited financial report and an outcomes report, all of which will be submitted to Canada for review and acceptance. The reporting year may be designated as either April 1 to March 31 or January 1 to December 31. In addition to overall program reporting, specific housing reporting obligations are described in Schedule G (Housing Report).

1. Statement of Priorities and Letter of Intent

At the outset of the reporting year, Canada will provide to the GNWT a Statement of Priorities. the GNWT will provide to Canada by May 31 of each year a letter of intent indicating how CCBF funding received from Canada will address priorities and challenges in their jurisdiction and actions they will take to improve housing outcomes in the Northwest Territories.

2. Project List

The GNWT will maintain, and provide to Canada a project list, as available but at minimum by November 30 of each year, containing the following elements: unique project identifier, Ultimate Recipient, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent, output indicator, housing indicator (if applicable). A template will be provided by Canada.

3. Audited Financial Report

By November 30 of each year, the GNWT will provide to Canada a financial report in an electronic format deemed acceptable by Canada consisting of the following:

3.1 Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2024 - 20xx
GNWT in aggregate		
Opening Balance ¹	\$xxx.xx	
Received from Canada	\$xxx.xx	\$xxx.xx
Interest Earned	\$xxx.xx	\$xxx.xx
Administrative Cost	(\$xxx.xx)	(\$xxx.xx)
Transferred to Ultimate Recipients	(\$xxx.xx)	(\$xxx.xx)

¹ For the 2024-2025 Audited Financial Report this means the amount reported as unspent the GNWT in the 2023-2024 Annual Expenditure Report (as defined under the 2014 to 2024 Administrative Agreement).

Closing Balance of unspent funds	\$xxx.xx	\$xxx.xx
Ultimate Recipients in aggregate		
Opening Balance ²	\$xxx.xx	\$xxx.xx
Received from the GNWT	\$xxx.xx	\$xxx.xx
Interest Earned	\$xxx.xx	\$xxx.xx
Spent on Eligible Projects	(\$xxx.xx)	(\$xxx.xx)
Closing Balance of unspent funds	\$xxx.xx	

3.2 Independent Audit or Audit Based Attestation:

the GNWT will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by the GNWT as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

4. Outcomes Report

4.1 By November 30, the GNWT will provide to Canada an outcomes report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding;
- c) progress made on improving Local Government planning and asset management, including development or update of Housing Needs Assessments; and
- d) a description of how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes (further details on this requirement may be found in Schedule G – Housing Report).

The outcomes report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

² For the 2024-2025 Audited Financial Report, this means the amount reported as unspent by Eligible Recipients (as defined under the 2014 to 2024 Administrative Agreement) in the 2023-2024 Annual Expenditure Report.

SCHEDULE E – Communications Protocol

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

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. 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 Through collaboration, Canada and the GNWT agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by the GNWT or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada.

2. Joint communications approach

- 2.1 The GNWT to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of upfront project information and planned communications activities throughout the year.

Canada will provide a “Communications Approach” template to be completed by the GNWT. This approach will then be reviewed and approved by Canada as well as the GNWT.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each fiscal year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada and the GNWT agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- 2.2 Canada and the GNWT will work together on the initial annual joint communications

approach, which will be finalized and approved by Canada's Co-chair and the GNWT's Co-chair.

- 2.3 Canada and the GNWT agree that achievements under the joint communications approaches will be reported to the Oversight Committee once a year.
- 2.4 Through the communications subcommittee, the GNWT agrees to assess, bilaterally with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to Canada's Co-chair and the GNWT's Co-chair, as appropriate for approval.
- 2.5 If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada and the GNWT agree to share information promptly and coordinate participation in alignment with section 4.3, 4.5 and 5.2 of this communications protocol.
- 2.6 Canada and the GNWT agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.
- 3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes**
 - 3.1 the GNWT agrees to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and the GNWT will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a sub-committee, Canada and the GNWT will be required to enact a communications approach that will be assessed bi-annually through the sub-committee mechanism.

In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the GNWT CCBF website where this information will be accessible to the general public.

- 3.2 The GNWT agrees that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.
- 3.3 Canada and the GNWT each agree that their joint communications approach will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements (see 4.2 for full definition) for Eligible Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada and the GNWT agree to coordinate an announcement regarding annual allocations of CCBF funding.
- 4.2 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. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada and the GNWT will have equal visibility through quotes and will follow the Table of Precedence for Canada.
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of the GNWT, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. The GNWT, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 4.6 For media events, each participant will choose its own designated representative. The GNWT and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 4.7 The GNWT shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the Table of Precedence for Canada.
- 4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 4.11 Canada, the GNWT and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

- 4.1 Canada, the GNWT and Ultimate Recipients may include messaging in their own communications products and activities with regard to the CCBF.
- 4.2 The party undertaking these activities will recognize the funding of all contributors.
- 4.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the Table of Precedence for Canada.
- 4.4 Canada and the GNWT 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, the GNWT or Ultimate Recipients, or, if web-based, from linking to it.
- 4.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

- 6.1 The GNWT or the Ultimate Recipient 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.
- 6.2 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.
- 6.3 The GNWT and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, the GNWT will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

- 7.1 The GNWT to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

- 8.1 Canada, the GNWT or an Ultimate Recipient 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 this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days

prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where the GNWT produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of 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 www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, the GNWT or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where the GNWT or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 The GNWT or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 The GNWT agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

11. Communication Costs

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

SCHEDULE F – Asset Management

Canada and the GNWT agree that the measures contained in the Previous Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in the GNWT to enhance their community's sustainability.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing Ultimate Recipient infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- community priorities for future works; and
- financial planning.

SCHEDULE G – Housing Report

1. Housing Needs Assessments

- 1.1 By March 31, 2025, develop a Territorial Housing Needs Assessment.
- 1.2 The Capacity Building Category from the CCBF can be leveraged by Ultimate Recipients to prepare or update Housing Needs Assessments.
- 1.3 Ultimate Recipients with a population of 30,000 or more or as agreed to by Canada and GNWT are required to complete a Housing Needs Assessment (HNA). For Ultimate Recipients that develop a HNA or Community Housing Plan (CHP), these plans should be used by the GNWT in preparing the Outcomes Reports, to identify housing pressures related to infrastructure and capacity building pressures, to prioritize projects according to need and to measure housing outcomes.
- 1.4 Any HNAs and CHPs, including the Territorial Housing Needs Assessment, must be made publicly available and the GNWT will provide links to the page where they are posted to Canada.
- 1.5 A separate HNA Template will be provided by Canada for Ultimate Recipients that choose to create an HNA.

2. Project-Level Housing Report

By November 30, the GNWT will provide Canada information on CCBF funding used to support housing development in the Outcomes Report.

2.1 Housing Outcomes

In the Outcomes Report, the GNWT may consolidate project-level information from Ultimate Recipients that have identified housing pressures that can be addressed through closing infrastructure gaps or capacity building, for example:

- High levels of core housing need;
- Affordability pressures such as elevated rents;
- Lack of workforce housing or low vacancy of family-sized units;
- Limited serviced land for expansion; and
- Outdated planning policies or zoning by-laws;

The following table (**Table 1**) is to be used as a template for inclusion in the Outcomes Report.

Project ID	Ultimate Recipient	Project Title	Project Description	Investment Category	Housing Outcomes and Indicators
<i>As provided in program reporting</i>	<i>As provided in Table 1</i>	<i>As provided in program reporting (Schedule D)</i>	<i>Provide a brief description of the project</i>	<i>Indicate which CCBF category the project falls under</i>	<i>Identify key housing outcomes and indicators (section 2.1.1)</i>

(Schedule D)					<i>that will be used to measure success.</i>
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2.1.1 Housing Outcome Indicators

For each of the projects listed in Table 1, the GNWT shall report on the following core indicators, as relevant to each investment category.

- # of new subdivision developments;
- # of new housing units enabled; and
- # of affordable housing units enabled or preserved.

2.2 Housing Narrative in the CCBF Outcomes Report

By November 30, the GNWT shall provide Canada with a narrative report on program-level housing outcomes. This narrative report will be aligned with and incorporated into the CCBF Outcomes Report.

The housing narrative should outline how CCBF was used to address housing pressures within the GNWT's jurisdiction, over the reporting period.

The housing narrative should describe how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes.

This housing narrative must also include responses to the following questions:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply?
- What percentage of total new housing units enabled?
- What percentage of existing affordable housing units were preserved?
- How many communities have published a new Housing Needs Assessment or Community Housing Plan or an updated one within the last 5 years?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

3. Assessment of the Housing Reports and Compliance

3.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Housing Assessment Framework as well as HNAs.

3.2 Compliance

Failure to comply with the terms of this Schedule will require compliance actions to address the compliance issue. Compliance actions may include notification of the failure to comply, discussions to bring the GNWT or Ultimate Recipient into compliance as well as withholding funding until the failure to comply is addressed.

Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for the GNWT or Ultimate Recipient for future Infrastructure Canada programs.