

**CANADA COMMUNITY-BUILDING FUND**

**MEMORANDUM OF AGREEMENT**

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA**, as  
represented by the Minister of Municipal Affairs  
(hereinafter called the "**Minister**")

**AND**

**THE VILLAGE OF ELNORA** in the Province of Alberta  
(hereinafter called the "**Local Government**")

(Collectively, the "**Parties**", and each a "**Party**")

**WHEREAS** the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities ("**Canada**") and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund ("**CCBF**") program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

**WHEREAS** Canada and the Minister wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified,  
**THE PARTIES AGREE AS FOLLOWS:**

**A. Definitions**

1. In this Agreement,

- (a) "**Administrative Agreement**" means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
- (b) "**Agreement**" means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (c) "**Application**" has the meaning ascribed to such term in the Program Guidelines.
- (d) "**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*.

- (e) **“CCBF Funding”** means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) **“Contract”** means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) **“Credit Items”** has the meaning ascribed to such term in the Program Guidelines.
- (h) **“Eligible Expenditures”** means those expenditures described as eligible in the Program Guidelines.
- (i) **“Eligible Projects”** means projects as described in the Program Guidelines.
- (j) **“Funding”** means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) **“Housing Needs Assessment”** means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (l) **“Previous Agreements”** means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) **“Program Guidelines”** means, unless the context requires otherwise, the *Canada Community-Building Fund Program Guidelines* or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **“Third Party”** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) **“Unspent Funds”** means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

## **B. Funding**

2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
  - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
  - (b) the Minister’s receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
  - (c) receipt by the Province of CCBF Funding from Canada;
  - (d) Alberta Treasury Board approval of cash-flow and funds;

- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

**C. Local Government Responsibilities**

3. The Local Government will:

- (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
- (b) Provide the Minister with annual financial statements;
- (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
- (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
- (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
- (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
- (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
- (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making;
- (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
- (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
- (k) 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;

- (l) Allow the Minister 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 the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
- (m) 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 the Minister. 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 the Administrative Agreement;
- (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.

4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,
 all criteria, items, terms and conditions contained in the Program Guidelines.
5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

#### **D. Termination of Agreement**

8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
  - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

**E. Debt to the Crown**

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

**F. Repayment of Funding**

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

**G. Local Government Indemnity and Insurance**

11. The Local Government 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 the 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 the Funding or an Eligible Project.
12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

**H. Independent Status**

14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

### **I. Conflicts**

16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
17. The Local Government will ensure that the Local Government and its officers, employees and agents:
  - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

### **J. Freedom of Information and Protection of Privacy**

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

### **K. General Provisions**

19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities – Clauses 3 to 7;
  - (b) Termination of Agreement – Clause 8;
  - (c) Repayment of Funding – Clause 10;
  - (d) Local Government Indemnity – Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy – Clause 18; and
- (f) Entire Agreement – Clause 21.

23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Email: ma.ccbfgrants@gov.ab.ca

Local Government:

Village of Elnora  
PO Box 629  
Elnora, AB T0M 0Y0  
Attention: Chief Administrative Officer  
Email: cao@villageofelnora.com

Either Party may change its contact information by giving written notice to the other in the above manner.

24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
28. This Agreement is binding upon the Parties and their successors.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
33. Time is of the essence in this Agreement.

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34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**HIS MAJESTY IN RIGHT OF ALBERTA**, as represented by the Minister of Municipal Affairs

Signed by the  
Minister of Municipal Affairs  
of the Province of Alberta

Per:   
Name: Ric McIver  
Title: Minister of Municipal Affairs  
Date: August 26, 2024

**LOCAL GOVERNMENT**

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
  
Name of signatory:  
  
Title:  
  
Date:

Signed by a duly  
authorized representative  
of the Local Government

Per: \_\_\_\_\_  
Name of Local Government:  
  
Name of signatory:  
  
Title:  
  
Date:

