



SPECIAL COUNCIL MEETING AGENDA

July 4, 2023, 7:00 pm

Council Chambers

1. CALL TO ORDER

2. COUNCILLOR ABSENCES

3. AGENDA ADDITIONS

4. ADOPTION OF THE AGENDA

5. DISCLOSURE OF CONFLICT OF INTEREST

6. DELEGATIONS

7. REPORTS

8. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS

9. DEFERRED BUSINESS AND TABLED ITEMS

10. NEW BUSINESS

a. Gas Tax Contribution Agreement

b. In-Camera: NWT Power Corp

11. STRATEGIC PLAN REVIEW

12. BYLAWS & POLICIES

13. COUNCIL ISSUES & CONCERNS

14. CORRESPONDENCE OUTGOING

15. CORRESPONDENCE & INFORMATION

16. ADJOURNMENT

NEW ITEM

**CONTRIBUTION AGREEMENT FOR
FEDERAL GAS TAX FUNDING**

THIS AGREEMENT made on **April 1, 2023**

BETWEEN:

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

OF THE FIRST PART

AND:

HAMLET OF ENTERPRISE
(the “Recipient”)

OF THE SECOND PART

WHEREAS

- A. The GNWT, as represented by the Minister of Municipal and Community Affairs, and Her Majesty in Right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs (“Government of Canada”), entered into the Administrative Agreement on the Federal Gas Tax Fund (“Gas Tax Agreement”) on May 12, 2014;
- B. The Gas Tax Agreement provides a framework for the transfer of funds from the Government of Canada to the GNWT to help communities across the Northwest Territories continue to build and revitalize their public infrastructure;
- C. The Recipient meets the criteria of both an Eligible Recipient and Local Government; and
- D. The GNWT agrees, subject to receiving the appropriate funding from the Government of Canada, to contribute financial assistance to the Recipient towards expenditures outlined in the Gas Tax Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the exchange of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

DEFINITIONS

1. In this Agreement, a capitalized term has the meaning given to it in this section, unless defined elsewhere in this Agreement:
 - (a) “*Access to Information and Protection of Privacy Act*” means the *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c.20.
 - (b) “Agreement” means this Agreement and the attached Annexes “A”, “B”, “C”, and “D”.
 - (c) “Annual Report” means an Annual Report, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (d) “Capital Investment Plan” means a Capital Investment Plan, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (e) “Community Public Infrastructure” means Community Public Infrastructure, as defined in the Gas Tax Agreement (Annex “A” – “Definitions”), attached hereto as Annex “A”.
 - (f) “Council” means the community governing authority of the Recipient.
 - (g) “Designated Contact” means the GNWT contact person identified in section 50 of this Agreement.
 - (h) “Eligible Expenditures” means Eligible Expenditures, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (i) “Eligible Projects” means Eligible Projects, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (j) “*Financial Administration Manual*” means the GNWT’s *Financial Administration Manual*, dated July 2008, as may be amended from time to time.
 - (k) “Financial Reporting and Audit Guidelines” means the document(s) the GNWT may issue from time to time to provide direction to Local Governments with respect to the format and content of reports and audited documents that are required by the GNWT to meet the obligations of their empowering legislation.

- (l) “First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on November 10, 2005 by the Government of Canada and the GNWT, attached hereto as Annex “B”.
- (m) “Funds” means the proportion of the funds received by the GNWT from the Government of Canada pursuant to the Gas Tax Agreement and being made available to the Recipient pursuant to this Agreement, and includes any interest earned thereon.
- (n) “Gas Tax Agreement” means the agreement for the transfer of federal gas tax revenues entered into on May 12, 2014 by the Government of Canada and the GNWT with an effective date of April 1, 2014 and an expiry date of March 31, 2024, entitled *Administrative Agreement on the Federal Gas Tax Fund*, attached hereto as Annex “A” – “Gas Tax Agreement”.
- (o) “Gas Tax Fund” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients 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, or any other source of funding as determined by Canada.
- (p) “Insurance Requirements” means the insurance requirements listed in Annex “D” – “Insurance Requirements”, attached hereto.
- (q) “Local Government” means Local Government, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
- (r) “Main Body” means this Agreement, minus the Schedules.
- (s) “Minister” means the Minister of Municipal and Community Affairs, unless the context indicates otherwise.
- (t) “Outcomes Report” means an Outcomes Report, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
- (u) “Oversight Committee” means the Oversight Committee established by the Government of Canada and the GNWT to monitor the implementation of the Gas Tax Agreement, as may be further described under section 7 of the Gas Tax Agreement, attached hereto as Annex “A”.
- (v) “Parties” means the GNWT and the Recipient.
- (w) “Third Party” means a Third Party, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.

- (x) “Ultimate Recipient” means a Recipient, as defined under section 1.1 of the First Agreement, attached hereto as Annex “A”.
- (y) “Unspent Funds” means the amount reported by the GNWT and by the Recipient as being unspent by the Recipient in the 2021-22 Annual Report or a 2021-22 Outcomes Report.

2. The following Schedules are attached hereto and form part of this Agreement:

Annex	Description
“A”	“Gas Tax Agreement”
“B”	“First Agreement”
“C”	“Reporting Requirement”
“D”	“Insurance Requirements”

3. Where there is a conflict between the Main Body of this Agreement and any incorporated Annex, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict, unless there is a provision in an Annex “A” which takes precedence over a provision in the Main Body.

EFFECTIVE DATE AND DURATION

- 4. This Agreement shall commence on **April 1, 2023** and shall terminate on **March 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement or the Parties agree to renew it.
- 5. In the event that this Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon, held by the Recipient that have not been expended on Eligible Projects as of March 31, 2024 will nevertheless continue to be subject to this Agreement until such time as may be determined by the GNWT.

FEDERAL GAS TAX FUND

6. Any funding that may be transferred by the GNWT to the Recipient pursuant to this Agreement will, when transferred, be administered by the GNWT in accordance with this Agreement and the terms and conditions set out in Annex “A” – “Terms and Conditions” of the Gas Tax Agreement, attached hereto.

7. Any Unspent Funds that were allocated by the GNWT to the Recipient but not expended, including Unspent Funds that have been withheld from the Recipient, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.

COMMITMENTS BY THE PARTIES

8. The Recipient shall:
 - (a) Complete, prior to March 31, 2023, a Capital Investment Plan;
 - (b) Use the accounting standards of the Public Sector Accounting Board;
 - (c) Be responsible for the completion of each Eligible Project in accordance with the Gas Tax Agreement - Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - (d) Comply with all Ultimate Recipient requirements outlined in the Gas Tax Agreement - Schedule E (Communications Protocol).
 - (e) Make progress on asset management in accordance with Schedule F (Asset Management).
 - (f) Invest, in a distinct account, GTF funding it receives from the GNWT in advance of it paying Eligible Expenditures.
 - (g) 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.
 - (h) 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.
 - (i) 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 GTF 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.

- (j) 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.
 - (k) 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.
 - (l) Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
 - (m) 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 GTF 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.
 - (n) 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 Gas Tax 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 Gas Tax funding or an Eligible Project.
 - (o) Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.
9. The Recipient agrees that the GNWT may hold back Funds if the Recipient is in default of this Agreement. In the event the GNWT considers there has been significant deviation or default on the part of the Recipient from the terms of funding, the GNWT has the right and responsibility to intervene, including the right to hold back Funds and the right to terminate this Agreement.
10. The Recipient:
- (a) shall comply with all NWT Acts or legislation applicable for all Eligible Projects; and
 - (b) implement all mitigation measures identified in any environmental assessment of each Eligible Project.

11. If Funds are paid by the GNWT to the Recipient in advance of the Recipient incurring and paying Eligible Expenditures, and the Recipient is incorporated under the Charter Communities Act, S.N.W.T. 2003, c.22, the Cities, Towns and Villages Act, S.N.W.T. 2003, c.22, the Hamlets Act, S.N.W.T. 2003, c.22, or the Tlicho Community Government Act, S.N.W.T. 2004, c.7, the Recipient shall invest such Funds in accordance with its enabling Act and any other conditions set out in this Agreement

FUNDING ALLOCATION AND DELIVERY

12. The allocation of the Funds to the Recipient under this Agreement is contingent on the funds the GNWT receives from the Government of Canada pursuant to the Gas Tax Agreement and shall total no more than as follows in the following Fiscal Year:

Fiscal Year	Total Funding
2023-2024	\$90,000

13. The GNWT shall advance Funds to the Recipient on a semi-annual basis on the following conditions:

- (a) The GNWT has received the Funds from the Government of Canada.
- (b) All payments are contingent on the GNWT receiving annual audited financial statements with information as required by the Financial Reporting Guidelines.
- (c) Funds shall be paid to the Recipient semi-annually as follows:
 - (i) the first installment shall be paid on July 15 or later of each Fiscal Year; and
 - (ii) the second installment shall be paid on November 15 or later of each Fiscal Year.
- (d) The GNWT may suspend payment of the Funds if any default by the Recipient remains uncorrected after 21 days of written notice by the GNWT, to the satisfaction of the GNWT, with respect to:
 - (i) any condition, undertaking or material term in this Agreement;
 - (ii) the Recipient's delivery of any information, records or reports when required under this Agreement other than that specified in clauses (a) through (e); or

- (iii) any audits, information, records or reports that discloses non-compliance with this Agreement.
- 14. If any portion of the Funds not paid to the Recipient as a result of the Recipient's delay or default, which is not substantially cured to the GNWT's satisfaction, the GNWT may, in its sole discretion, pay the missed installments or not. In such cases, the Eligible Recipient forfeits any interest earned on these funds and the interest earned shall be retained by the GNWT for administration costs.
- 15. In the event that contribution payments by the Government of Canada to the GNWT under the Gas Tax Agreement are amended, reduced or terminated by the Government of Canada, the GNWT may, in its absolute discretion, amend, terminate or reduce contribution payments to the Recipient under this Agreement.

USE OF FUNDS

- 16. The Recipient:
 - (a) shall use the Funds solely towards Eligible Expenditures of Eligible Projects in accordance with this Agreement and on the terms and conditions listed "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A"; and
 - (b) may retain Unspent Funds, and interest earned thereon, for use towards future Eligible Expenditures of Eligible Projects, in accordance with this Agreement and the terms and conditions listed in "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A".
- 17. In the event that the GNWT advises the Recipient that:
 - (a) the Government of Canada has determined that an Eligible Project cost for which the GNWT has advanced the Funds to the Recipient pursuant to section 12 of this Agreement is not an Eligible Expenditure;
 - (b) for any other reason, the Government of Canada refuses to reimburse the GNWT for any amount that the GNWT has advanced to the Recipient pursuant to section 12 this Agreement;
 - (c) the GNWT advanced Funds or monies to which the Recipient was not entitled under this Agreement; or
 - (d) no satisfactory evidence has been furnished by the Recipient that the Funds advanced have been expended in accordance with this Agreement;

the Recipient will work with the GNWT in accordance with the Control Management Framework to remedy the situation or repay to the GNWT the amount of the advance or portion thereof as applicable.

18. All Funds required for an Eligible Project and not accounted for by the Government of Canada's contribution towards Eligible Expenditures are the responsibility of the Recipient.

ACQUISITION AND DISPOSITION OF ASSETS

19. The Recipient is responsible for the physical assets acquired through this Agreement, including ongoing operating costs, safekeeping, maintenance, repair and replacement of assets. The Recipient may dispose of assets acquired with funds from this Agreement, having no residual value, in accordance with the Recipient's policies.
20. The Recipient must advise the GNWT of any intended disposal of assets acquired with the Funds, having residual value.
21. The Recipient must allow the proceeds of sale of any asset acquired with the Funds that is sold during the term of this agreement, to be taken into account as funding under this Agreement.

FINANCIAL ACCOUNTS, RECORDS AND REPORTING

22. The Recipient shall:
 - (a) keep proper and accurate accounts and records of all revenues and expenditures related to this Agreement, including, without limitation, all working papers and all original invoices, receipts, vouchers and proof of payment relating thereto, in accordance with this Agreement, the Financial Reporting and Audit Guidelines, and the terms and conditions listed in Annex "B" – "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A", for a period of not less than seven (7) years after completion of the Eligible Projects; and
 - (b) upon reasonable notice, allow the GNWT and Government of Canada, at any time during the term of this Agreement, and for a period of at least seven (7) years after the termination or expiry of this Agreement, and at any reasonable hour, to carry out inspections of the books, records and accounts relating to this Agreement for the purposes of audit and evaluation.
23. The Recipient shall:

- (a) ensure that expenditures under this Agreement are audited annually in accordance with the Financial Reporting and Audit Standards and Canadian Auditing Standards;
 - (b) Provide quarterly reporting on funds received and spent under this agreement no later than July 31, October 31, January 31 and April 30 of each year and in the quarterly reporting format attached hereto as Annex “C”; and
 - (c) submit to the GNWT no later than July 31 of the year following the Fiscal Year in which the Eligible Expenditure was incurred, the annual audits required by the Financial Reporting and Audit Standards.
24. The Recipient authorizes the Government of Canada and the GNWT to gather data required under the Gas Tax Agreement, and to perform audits and to monitor the Eligible Projects as the Government of Canada and the GNWT see fit.
25. The Recipient will disclose all sources of funding other than the funding received from the GNWT under this Agreement, within thirty (30) days that such funding becomes available for the Eligible Project.
26. Any amount owed to the GNWT under this Agreement shall constitute a debt due to the GNWT, which the Recipient will pay immediately, on demand, to the GNWT.

ADDITIONAL REPORTING AND PROJECT STATUS REPORTING

27. The GNWT may, from time to time, seek additional reporting information from the Recipient concerning the performance of this Agreement, including for the purposes of preparing Annual Reports and Outcome Reports, and the Recipient shall not unreasonably withhold such information from the GNWT.
28. The GNWT may share with the Government of Canada the results of:
- (a) any information collected from the Recipient that the GNWT incorporates in an Annual Report or an Outcomes Report, which may be made public or be used by the Government of Canada in whole or in part into any report that the Government of Canada may prepare for its own purposes, including any reports that may be made public;
 - (b) any audit GNWT completes of any Eligible Projects of the Recipient at the Government of Canada’s request; and
 - (c) any compliance or performance audit it performs under this Agreement.

CONTRACT PROCEDURES AND PROVISIONS

29. Any contract awarded by the Recipient related to Eligible Projects shall include provisions authorizing the Government of Canada and the GNWT to gather data required for the Gas Tax Agreement and this Agreement, and to perform audits and to monitor the Eligible Project as each sees fit.

CONFIDENTIALITY

30. The Recipient shall ensure that all and any information related to the affairs of the GNWT to which the Recipient becomes privy as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be divulged, released or published without the prior written approval of the GNWT.
31. All information, including documents, submitted to the GNWT is in the custody or under the control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c.20. The Recipient acknowledges that the GNWT may be required to release, in whole or in part, this Agreement and any other information or documents in the GNWT's possession or control relating to this Agreement pursuant to the *Access to Information and Protection of Privacy Act*.

LIABILITY AND INDEMNIFICATION

32. The Recipient shall not enter into any agreement that would bind the GNWT legally, such as entering into a loan, a capital lease or other long term obligation in relation to this Agreement.
33. Under no circumstances, and notwithstanding any other provision in this Agreement or any applicable statutory provisions, shall the GNWT, its officers, servants or agents be liable to the Recipient, its administrators, successors and assigns for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other types of commercial damage or loss of every nature and kind whatsoever attributable to the performance of this Agreement, or whether directly or indirectly as a result of any breach of this Agreement, fundamental or otherwise, or from any tortious acts, errors or omissions on the part of the GNWT, its officers, servants or agents.
34. The Recipient shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Recipient in its performance of this Agreement, including with respect to:

- (a) all Eligible Projects;
- (b) the performance of the Gas Tax Agreement or the breach of any term or condition of the Gas Tax Agreement by the GNWT and the Government of Canada, and their officers, employees and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the GNWT and the Government of Canada, and their officers, employees and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (d) the design, construction, operation, maintenance and repair of any part of an Eligible Project; and
- (e) any omission or other willful or negligent act of the GNWT and the Government of Canada or Eligible Recipient or Third Party and their respective employees, officers, servants or agents.

The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.

35. The Recipient shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the use or expenditure of the Funds or Unspent Funds under this Agreement.

INSURANCE

36. Without limiting the scope of the effectiveness of the indemnity referred to above, the Recipient shall maintain a policy of insurance, in scope and amount of coverage being set out in the Insurance Requirements, attached hereto as Annex "D".

37. The Recipient shall provide the Designated Contact with a certificate(s) evidencing the policy described herein, or a standing authorization to obtain the information from the Recipient's insurance provider, within 30 days of the signing of the Agreement.
38. The Recipient shall require its contractors to obtain and maintain liability, fire, and damage insurance, acceptable to the GNWT, and to maintain the said insurance for the duration of the Eligible Project.
39. Prior to assuming ownership of assets for the purposes of an Eligible Project, including buildings, equipment and mobile equipment, the Recipient shall obtain and subsequently maintain insurance, acceptable to the GNWT, to protect the assets on a new replacement cost basis.

COMMUNICATIONS

40. All communications by the Recipient referring to projects funded under this Agreement will clearly acknowledge the contributions made by the Government of Canada.
41. The Recipient shall apply all communications activities in accordance with this Agreement and on the terms and conditions listed in "Schedule E – Communications Protocol" of the Gas Tax Agreement, attached hereto as Annex "A"; and
42. The GNWT may place information about the Recipient and the Eligible Projects funded under this Agreement on the GNWT Website.

TERMINATION AND AMENDMENT

43. This Agreement may be terminated by either party at any time before the Funds have been fully expended by the Recipient, for any reason whatsoever, on twenty-three (23) months' written notice. In the event that this Agreement is so terminated, any funding transferred pursuant to this Agreement, any Unspent Funds, and any interest earned thereon held by the Recipient that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Agreement until such time as may be determined by the GNWT.
44. Should this Agreement expire or be terminated for any reason, all of the GNWT's rights and the Recipient's obligations under this Agreement that by their nature extend beyond the term of this Agreement, including the Parties' rights and obligations set out in sections 8, 17, 22, 24, 26, 30, 31, 32, 33, 34 and 35 herein, survive the expiry or termination of this Agreement.

45. This Agreement may be amended at any time by the mutual written consent of the Parties to incorporate any clause(s) or provision(s) that the Parties believe would enhance the achievements and the stated objectives of this Agreement. All amendments hereto shall be in writing, approved by the Parties.
46. The Recipient acknowledges and agrees that it is a condition of this Agreement that payment hereunder is subject to section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, c. F-4 as amended, which provides that:

It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.

WARRANTIES AND REPRESENTATIONS

47. The Recipient represents and warrants that it is aware of and in compliance with all conflict of interest legislation, policy and guidelines in force in the Northwest Territories.
48. The Recipient declares that it has disclosed all sources of funding, including those received in kind, respecting the Eligible Project(s) and will, during the term of this Agreement, disclose immediately, in writing, any additional sources of funding which become available to it with respect to the Eligible Project(s).

NOTICES AND ADDRESS

49. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:
 - (a) immediately, if delivered in person;
 - (b) one day after transmittal, if sent electronically; or
 - (c) ten days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Deputy Minister
Municipal and Community Affairs
Government of the Northwest Territories
P.O. Box 1320
Yellowknife, NT X1A 2L9
Fax: (867) 873-0309

if to the Recipient at: His Worship Mayor Michael St Amour
Hamlet of Enterprise
526 Robin Road
Enterprise, NT X0E 0R1
Fax: (867) 984-3400
Email: sao@enterprise-nt.ca

or to such other address that either party may designate by notice to the other.

GENERAL TERMS AND CONDITIONS

50. This Agreement includes all general criteria, terms, conditions, definitions and requirements for transfer agreements as set out in the GNWT's *Financial Administration Manual*, and all specific terms, conditions and requirements in the attachments to this Agreement.
51. No implied terms or obligations of any kind by or on behalf of the GNWT shall arise from anything in this Agreement, and the express provisions and agreements hereof contained are the only provisions and agreements upon which any rights against the GNWT may be founded.
52. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada applicable therein, and any action taken relating to this Agreement shall be commenced in the Supreme Court of the Northwest Territories.
53. Time shall be of the essence in this Agreement unless otherwise stated herein.
54. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
55. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
56. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
57. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising therefrom.
58. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

59. References to a statute or regulation shall be a reference to such statute or regulation, as amended or re-enacted from time to time and every statute or regulation that may be substituted therefore, and to all subsidiary instruments made pursuant to such statute or regulation.
60. Nothing in this Agreement is to be construed as authorizing one party to contract for or to incur any obligation on behalf of the other or to act as agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any Third Party to contract for or to incur any obligation on behalf of the Government of Canada or the GNWT or to act as agent for the Government of Canada or the GNWT.
61. Each party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.
62. In this Agreement, a reference to the Gas Tax Agreement refers to it as may be amended, supplemented or replaced and in effect from time to time.
63. No principal-agent, employer-employee, partnership or joint venture relationship is created by virtue of this Agreement, and the Recipient will not represent itself as an agent, employee or partner of the GNWT or of the Government of Canada, including in any agreement with a Third Party.

SEVERABILITY

64. If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid, illegal or unenforceable, in whole or in part, and such holding if appealed in a court of competent jurisdiction is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions of the Agreement, and all rights and obligations therein, shall continue to be in force and effect.

DISPUTES

65. The Recipient and the GNWT shall keep the other informed of any disagreement or contentious issue, and the Parties will attempt to resolve the issue.
66. There shall be no waiver of a breach of any terms or conditions of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with respect to a specific breach shall not affect any rights and obligations of the Parties relating to other or future breaches.

67. In the event of any unresolved issue regarding the interpretation and application of this Agreement, if the Parties fail to achieve a resolution it is understood that the final decision with respect to such issue will rest solely with the Minister on behalf of the GNWT, and the Minister's decision is absolute and final.

COUNTERPART SIGNATURE

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement through their duly authorized representatives as of the date and year as first above written.

SIGNED ON BEHALF OF THE
GOVERNMENT OF THE
NORTHWEST TERRITORIES

SIGNED ON BEHALF OF HAMLET OF
ENTERPRISE

Deputy Minister
Municipal and Community Affairs
Government of Northwest Territories

MICHAEL ST AMOUR
MAYOR
HAMLET OF ENTERPRISE

Witness

Witness

Print Name of Witness

Print Name of Witness

Date

Date

ANNEX A
GAS TAX AGREEMENT

The 2014-2024 agreement is available for download here:

http://www.maca.gov.nt.ca/resources/gas_tax_agreement_2014-2024.pdf

ANNEX B
FIRST AGREEMENT

The 2005 agreement is available for download here:

http://www.maca.gov.nt.ca/resources/gas_tax_agreement_2005-2015.pdf

**ANNEX C
REPORTING REQUIREMENTS**

Annual Expenditure Report

The Recipient’s annual audited expenditure report must be in the format outlined in MACA’s Financial Reporting Guidelines.

Quarterly Report

The recipient must include the following information in their quarterly reports:

Funding Detail:

Gas Tax Opening Balance (from audited financial statements)	\$xxx,xxx
Interest earned	xx,xxx
Annual allocation	xxx,xxx
¹ Gas Tax Funds Withheld	xxx,xxx
Spent on Eligible Projects	xxx,xxx
² Bank Account(s) Balance	xxx,xxx

¹ “Gas Tax Funds Withheld” are amounts that are allocated to the Recipient that are withheld by the GNWT due to compliance issues.

² “Bank Account Balance” is the total amount of unspent funds paid to the Recipient held in an account solely for the purpose of the Gas Tax Fund.

Project Detail:

Project Name	Gas Tax Funds Spent	Project Category
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For example

<i>Water Truck – Freightliner M2106</i>	<i>\$195,000</i>	<i>Drinking Water</i>
<i>Community Hall</i>	<i>\$1,000,000</i>	<i>Recreational Infrastructure</i>

ANNEX C

INSURANCE REQUIREMENTS

1. The Recipient shall, without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance with limits not less than those shown:
 - (a) Comprehensive general liability insurance with limits of not less than **Two Million Dollars (\$2,000,000)** inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but not be limited to the following terms and conditions:
 - i. Products And Completed Operations Liability;*
 - ii. Contractor's Protective Liability;*
 - iii. Blanket Contractual Liability;
 - iv. Broad Form Property Damage;
 - v. Personal Injury Liability;
 - vi. Cross Liability;
 - vii. Medical Payments;
 - viii. Non-owned Automobile Liability;*
 - ix. Contingent Employers Liability;* and
 - x. Employees as Additional Insureds.*
 - (b) Professional liability insurance with limits sufficient to cover any and all claims arising out of the rendering of professional services under this Agreement.
2. The Recipient and its employees and agents shall, without limiting its obligations or liabilities hereto, obtain, maintain and pay for throughout the term of this Agreement, Professional Liability Insurance in an amount sufficient to cover any and all claims arising out of the rendering of professional services under this Agreement.

* where applicable

The policy shall name the GNWT as additional insured and shall extend to cover the employees of the insureds thereunder.