

MUNICIPAL GAS TAX FUND AGREEMENT - TRANSFER OF FEDERAL GAS TAX REVENUES UNDER THE GAS TAX PROGRAM

AMENDING AGREEMENT NO. 1

made as of the _____ day of _____ 20__.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN**, as represented by
the Minister of Government Relations ("Saskatchewan")

AND: **«municipality_type_desc» of «municipality_description»**
in the Province of Saskatchewan ("Municipality")

WHEREAS Saskatchewan and the Municipality entered into a Municipal Gas Tax Fund Agreement dated <<date when the agreement was signed>>, in relation to the Transfer of Federal Gas Tax Revenues under the Gas Tax Program (Municipal Gas Tax Fund Agreement);

And WHEREAS the Parties wish to amend the Municipal Gas Tax Fund Agreement;

THEREFORE, the Parties agree as follows:

1. AMENDMENTS TO THE AGREEMENT

1.1 Section 9.2 is amended by:

- a) deleting "S4P 3V7" and replacing with "S4P 3T2"; and
- b) adding the following clause at the end of the section:

"or to such other address, facsimile number or email address as Saskatchewan may, from time to time, designate in writing to the Municipality."

1.2 Section 9.3 is amended by adding the following clause at the end of the section:

"or to such other address, facsimile number or email address as the Municipality may, from time to time, designate in writing to Saskatchewan."

1.3 The preamble to Annex B, Section 1.1 is repealed and replaced with the following:

“1.1 Any GTF funding that may be received by Saskatchewan from Canada will be distributed in accordance with the following formula:”

1.4 Annex B, Section 1.2 is repealed and replaced with the following:

“1.2 Any Unspent Funds held by Saskatchewan, any interest earned on Unspent Funds held by Saskatchewan, or any interest earned on GTF funding that Saskatchewan may receive from Canada shall be used only for the purposes of Eligible Projects or for capacity building efforts of the Saskatchewan Urban Municipalities Association and/or the Saskatchewan Association of Rural Municipalities and/or New North-Saskatchewan Association of Northern Communities Services Inc. as approved by Saskatchewan.”

1.5 Annex B, Section 2.5 b) is amended by removing “by March 31, 2016”.

1.6 Annex B, Section 3.1 is repealed and replaced with the following:

“3.1 The Municipality agrees to submit:

- a) at least one Infrastructure Investment Plan (IIP) by June 1, 2015, utilizing some or all of its allocation from 2014-15 to 2018-19; and
- b) at least one IIP by April 30, 2020, utilizing some or all of its allocation from 2019-20 to 2023-24

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

1.7 Annex B, Section 3.3 is repealed and replaced with the following:

“3.3 If the Municipality does not have:

- a) a signed Agreement and approved IIP in place by March 31, 2016 that utilizes some or all of its allocation from 2014-15 to 2018-19; and
- b) an approved IIP in place by March 31, 2021 that utilizes some or all of its allocation from 2019-20 to 2023-24

Saskatchewan may redirect the Municipality’s allocation as per Section 2.5(b).”

1.8 Schedule A, Section 11.1 is repealed and replaced with the following:

“11.1 With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with applicable international and interprovincial trade agreements, and all other applicable laws.”

1.9 Schedule A, Section 11 is amended by deleting Section 11.3 and renumbering Section 11.4 as Section 11.3.

1.10 Schedule A, Section 12.1 is repealed and replaced with the following:

“12.1 Make progress towards developing and/or implementing an Asset Management Plan prior to March 31, 2018 and continue to work towards achieving the asset management goals as approved by the Oversight Committee Co-Chairs pursuant to Schedule F.”

1.11 Schedule C is amended by adding the following section after Section 1.2:

“1.3 Expenses of the Saskatchewan Urban Municipalities Association and/or the Saskatchewan Association of Rural Municipalities and/or New North-Saskatchewan Association of Northern Communities Services Inc. related to capacity building efforts, in accordance with the terms and conditions as approved by Saskatchewan and set out by agreement with said associations.”

1.12 Schedule D, Section 2.1 is repealed and replaced with the following:

“2.1 A Municipality with a population greater than 2,000 shall provide to Saskatchewan information on the Municipality’s capital expenditures on municipal infrastructure, from its own sources and net of any other grants or funding, for the five year periods of:

- a) 2010 to 2014, for municipal population based on 2011 Statistics Canada Census;
- b) 2015 to 2019, for municipal population based on 2011 Statistics Canada Census; and
- c) 2020 to 2024, for municipal population based on 2016 Statistics Canada Census for the purposes of Annex B, Section 4 – Incrementality of the Administrative Agreement.”

1.13 Schedule D, Section 2.2 is repealed and replaced with the following:

“2.2 This incrementality report is due:

- a) for years 2010 to 2014, by March 31, 2015;
- b) for years 2015 to 2019, by September 30, 2020;
- c) for years 2020 to 2024, by September 30, 2025.”

1.14 Schedule D, Section 3.1 is amended by removing “(Municipality’s 2011 Statistics Canada Census)”

1.15 Schedule D, Section 3 is amended by adding the following after Section 3.2:

“3.3 Municipal population for this request is based on:

- a) 2011 Statistics Canada Census for five-year Capital Plans for the periods 2015 to 2019 through 2019 to 2023; and
- b) 2016 Statistics Canada Census for five-year Capital Plans for the periods 2020 to 2024 through 2024 to 2028.”

1.16 The last sentence in Schedule F is repealed and replaced with the following:

“Canada and Saskatchewan agree that the asset management goals and amendments thereto will be finalized and approved by the Oversight Committee Co-Chairs.”

2. EFFECT OF AMENDMENTS

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Municipal Gas Tax Fund Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 1, the obligations, covenants, and terms and conditions set forth in the Municipal Gas Tax Fund Agreement will continue to remain in full force and effect.

COUNTERPART SIGNATURE

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

SIGNATURES

THIS AMENDING AGREEMENT has been executed by the above mentioned Parties, each by their duly authorized officers on the respective dates shown below. This Amending Agreement becomes effective on the latest of the three dates shown below.

Government of Saskatchewan

«municipality_type_desc» of
«municipality_description»

Original signed by:

Original signed by:

Per: Minister of Government Relations

Mayor/Reeve/CEO

Date

Date

Administrator/Clerk

Date