



**THE CORPORATION OF THE TOWNSHIP OF HORTON
COUNCIL MEETING – JUNE 18TH, 2024 – 4:00 P.M.
HORTON MUNICIPAL CHAMBERS
2253 JOHNSTON RD.**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

“As we gather today, I would like to acknowledge, on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin People and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.”

3. DECLARATION OF PECUNIARY INTEREST

4. CONFIRMATION OF COUNCIL AGENDA

5. DELEGATIONS &/OR PUBLIC MEETINGS

6. MINUTES FROM PREVIOUS MEETINGS

6.1 June 4th, 2024

PG.3

7. BUSINESS ARISING FROM MINUTES

8. COMMITTEE REPORTS:

8.1 GENERAL GOVERNMENT COMMITTEE

▪ **CHAIR WEBSTER**

8.1.1 Staff Report – Website Updates & Modernization

PG.6

8.1.2 Staff Report – Treasurer’s Report

PG.7

8.1.3 Staff Report – CAO/Treasurer’s AMCTO Conference Report

PG.10

8.2 TRANSPORTATION & ENVIRONMENTAL SERVICES COMMITTEE

▪ **CHAIR HUMPHRIES**

8.2.1 Chair’s Report – June 5th, 2024

PG.13

8.3 RECREATION COMMITTEE

▪ **CHAIR HUMPHRIES**

8.3.1 Chair’s Report – June 13th, 2024

PG.15

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE – NONE

9.2 ACTION CORRESPONDENCE – NONE

10. BY-LAWS

10.1 2024-21 Appoint Renfrew OPP Police Service Board Members

PG.16

10.2 2024-22 Canada Community-Building Fund

PG.17

RETURN TO AGENDA

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL MEETING
12. COUNCIL/STAFF MEMBERS CONCERNS
13. RESOLUTIONS
14. IN CAMERA (Closed) SESSION (as required) – NONE
15. CONFIRMING BY-LAW 2024-23
16. ADJOURNMENT

PG.42

THE CORPORATION OF THE TOWNSHIP OF HORTON

REGULAR COUNCIL MEETING
JUNE 4TH, 2024

There was a Regular Meeting of Council held in the Council Chambers on Tuesday June 4th, 2024. Present were Mayor David Bennett, Deputy Mayor Daina Proctor, Councillor Glen Campbell, Councillor Doug Humphries, and Councillor Tom Webster. Staff present was Hope Dillabough, CAO/Clerk, and Nichole Dubeau, Executive Assistant – Recording Secretary.

1. CALL TO ORDER

Mayor Bennett called the meeting to order at 4:00 p.m.

2. LAND ACKNOWLEDGEMENT

Mayor Bennett read the Land Acknowledgement in its entirety.

3. DECLARATION OF PECUNIARY INTEREST

There was no declaration of pecuniary interest.

4. CONFIRMATION OF COUNCIL AGENDA

Moved by Councillor Humphries

RESOLUTION NO. 2024-73

Seconded by Councillor Webster

THAT Council adopt the Agenda for the June 4th, 2024 Regular Council Meeting.

Carried

5. DELEGATIONS &/or PUBLIC MEETINGS

5.1 Committee of Adjustment – A02-24 Cobus

6. MINUTES

6.1 May 21st, 2024 – Regular Council

Moved by Deputy Mayor Proctor

RESOLUTION NO. 2024-74

Seconded by Councillor Campbell

THAT Council approve the following Minutes:

- May 21st, 2024 – Regular Council

Carried

7. BUSINESS ARISING FROM MINUTES

There was no business arising from the minutes.

8. COMMITTEE REPORTS:

8.1 PLANNING COMMITTEE

8.1.1 Building Report

Council members reviewed the report.

8.1.2 Planning Files Update

Council members reviewed the report.

8.2 PROTECTIVE SERVICES COMMITTEE

8.2.1 Chair's Report – May 30th, 2024

Deputy Mayor Proctor reviewed the report.

9. CORRESPONDENCE SUMMARY

9.1 INFORMATION CORRESPONDENCE – NONE

RETURN TO AGENDA

9.2 ACTION CORRESPONDENCE – NONE

10. BYLAWS

10.1 2024-19 2024 Tax Rate By-law

11. NOTICE TO FILE MOTION FOR NEXT COUNCIL – NONE

12. COUNCIL/STAFF MEMBERS CONCERNS

Councillor Campbell gave an update on the Renfrew Police Services Board, which the new members have been appointed. Deputy Mayor Proctor requested that a statement be put out regarding an update on the Tomlinson Pit. CAO/Clerk Hope Dillabough is to check with the Township's lawyer, Tony Fleming, to see what can be disclosed.

13. RESOLUTIONS

Moved by Councillor Webster

RESOLUTION NO. 2024-75

Seconded by Councillor Campbell

THAT Council receive the following reports as information:

- May Building Report
- Planning Files Update
- Protective Services Chair's Report – May 30th, 2024

Carried

Moved by Councillor Webster

RESOLUTION NO. 2024-76

Seconded by Councillor Humphries

THAT Council enact the following by-law:

- 2024-19 2024 Tax Rate By-law

Carried

14. IN CAMERA (Closed) SESSION

Moved by Councillor Humphries

RESOLUTION NO. 2024-77

Seconded by Councillor Campbell

THAT Council went into a Closed Session Meeting at 4:44 p.m. to discuss the following items pursuant to Section 239(2) (b) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Recreation

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2024-78

Seconded by Councillor Webster

THAT Council came out of Closed (In-Camera) Session at 5:06 p.m. and discussed items pursuant to Section 239(2) (b) of the Municipal Act;

- (b) Personal matters about an identifiable individual, including municipal or local board employees – Recreation

Carried

Moved by Councillor Humphries

RESOLUTION NO. 2024-79

Seconded by Deputy Mayor Proctor

THAT Council agree to advertise for the position of Community Liaison Officer for a 6-month contract position with a maximum of 25 hours per week;

AND THAT this be funded partially from 2024 Recreation Operating budget and the Recreation Reserve.

Carried

RETURN TO AGENDA

15. CONFIRMING BYLAW

Moved by Councillor Campbell
Seconded by Councillor Webster

RESOLUTION NO. 2024-80

THAT Council enact By-law 2024-20– Confirming By-Law.

Carried

16. ADJOURNMENT

Mayor Bennett declared the meeting adjourned at 5:09 p.m.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough



Township of Horton COUNCIL / COMMITTEE REPORT

Title: Website Updates & Modernization	Date:	June 18 th , 2024
	Council/Committee:	Council
	Author:	Hope Dillabough, CAO/Clerk
	Department:	General Government

RECOMMENDATIONS:

THAT Council approve staff recommendation to update and modernize the Township's website from the current provider;

AND THAT it be funded from the Modernization Reserves.

BACKGROUND:

Staff want to undertake a project that consists of modernizing and updating the Township's website while making it more user friendly. Staff met with our current website provider and discussed methods in which we could easily update and modernize the site. This project would take roughly 4 months to complete with an estimated cost of \$5000.00. Staff are recommending this be funded from the Modernization Reserve.

In addition to modernizing the website, staff are looking into the creation of a digital newsletter for the Township. Currently, staff create a newsletter twice a year which is a paper copy that gets mailed out with property tax bills. While this is a great effort, staff feel a digital approach may engage more residents, whether primary or seasonal. This would be a great tool to communicate Township projects, education, as well as general information and resources. Staff will begin with a quarterly timeline for newsletter issue and work on subscriptions and subsequently move to a monthly issue.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: Estimated \$5000 cost to be funded from the Modernization Reserves. The Modernization Reserves are to be utilized for modernization efforts that builds on efficiency and effectiveness. There is an estimated balance of \$130,000 in the Modernization Reserve.

ATTACHMENTS: N/A

CONSULTATIONS:

Treasurer Nathalie Moore and Councillor Webster, Chair of General Government

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA



Township of Horton COUNCIL / COMMITTEE REPORT

TREASURER'S REPORT	Title:	Date: June 18, 2024
		Council/Committee: Council
		Author: Nathalie Moore, Treasurer
		Department: General Government

RECOMMENDATIONS:

THAT Council receive the Treasurer's Report dated June 18, 2024, as presented.

BACKGROUND:

In February we attended an AMCTO Municipal Forum – Topics discussed were

- The hype cycle and fear-mongering around Artificial Intelligence (AI) and its potential impact on Canada's municipalities and look at the data of how AI is actually being used in the Canadian public sector today and the unique considerations of AI in a municipal context.
- The importance of succession planning while facing the exodus of retiring professionals over the next three to five years, it is estimated that this trend will continue, leaving many knowledge and skill gaps to be filled. Looking ahead beyond 2025, insights on emerging issues and trends in asset management planning, best practices, and the ongoing upkeep and monitoring of the asset management system.
- Understanding the essentials of public procurement.

In April MFOA hosted an online workshop on the importance of the budgeting process and the fundamental responsibilities municipal officials have. The workshop covered the process from preparation to implementation. Topics included.

- Why are budgets important?
- Municipal budget and legislative requirements
- Budget cycle, roles and process
- Different budget considerations (e.g., multi-year, climate change/carbon-based, capital budget, financing and DCs, municipal infrastructure and asset management planning)
- Property Tax and MPAC Reassessment
- Reserves and Reserve Funds
- Balancing the budget shortfall
- Communicating the budget.

RETURN TO AGENDA

Tax collection letters were sent out to all residents who were in arrears of three years or more. We received several responses with payment in full as well as payment arrangements. These are the current tax arrear amounts as of May 31, 2024.

3 Years & Prior -	\$ 25,462.94	(8 properties)
2 Years -	\$ 75,047.41	(38 Properties)

After the passing of the 2024 Tax Rate by-law, the rates were submitted to OPTA. Once all 17 municipalities have uploaded their rates, the data for Renfrew County will be released and we will begin processing our final tax bills for 2024. The due date for the final bill will be August 30 and November 29, 2024.

For the month of May 2024, the Township processed a total of \$ 199,379 in accounts payable transactions. Notable expenses were:

- \$ 35,319 – Dalee Dust Control Ltd. – Road Calcium
- \$ 14,040 – Emterra Environmental – Garbage curbside pick up
- \$ 11,327 – JP2G Consultants Inc. – DC Study, LFS Expansion Study
- \$ 35,647 – Minister of Finance – OPP Billing
- \$ 38,940 – Receiver General / Omers – Payroll Requirements

The new excavator is expected to be delivered next week therefore it should be noted that there will be a significant payment processed upon delivery.

The departmental summary of revenues and expenditures to May 31, 2024.

	<u>MAY</u> 2024	<u>MAY</u> 2023
GENERAL GOVERNMENT	ACTUAL	ACTUAL
REVENUE	(2,989,385.00)	(2,945,299.00)
EXPENSES	367,268.00	345,695.00
PROTECTION	ACTUAL	ACTUAL
REVENUE	(54,081.00)	(55,562.00)
EXPENSES	273,841.00	231,256.00
TRANSPORTATION / STORM SEWER	ACTUAL	ACTUAL
REVENUE	(1,214.00)	(2,978.00)
EXPENSES	494,408.00	466,426.00
ENVIRONMENT	ACTUAL	ACTUAL
REVENUE	(31,989.00)	(39,784.00)
EXPENSES	134,995.00	229,817.00
RECREATION	ACTUAL	ACTUAL
REVENUE	(28,583.00)	(25,043.00)
EXPENSES	138,403.00	107,480.00
LIBRARY / HEALTH SERVICES	ACTUAL	ACTUAL
REVENUE	-	-

RETURN TO AGENDA

EXPENSES	36,643.00	32,432.00
PLANNING	ACTUAL	ACTUAL
REVENUE	(4,530.00)	2,760.00
EXPENSES	5,782.00	2,550.00
FIRE DEPARTMENT	ACTUAL	ACTUAL
REVENUE	(2,749.00)	(1,629.00)
EXPENSES	138,981.00	47,231.00
BUILDING	ACTUAL	ACTUAL
REVENUE	(18,480.00)	(25,391.00)
EXPENSES	43,983.00	21,277.00

Prepared By: Nathalie Moore, Treasurer
Reviewed By: Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title: AMCTO Conference Report “Moving Mountains, Changing Landscapes”	Date:	June 18 th , 2024
	Council/Committee:	General Government
	Author:	Hope Dillabough
	Department:	Administration

RECOMMENDATIONS:

THAT Council receive the AMCTO Conference Report as submitted by the CAO/Clerk and Treasurer.

REPORT:

Nathalie Moore, Treasurer and I attended the AMCTO (Association of Municipal Clerks and Treasurers of Ontario) Conference in Blue Mountain from June 9th – June 12th, 2024. There was a record number of delegates this year, over 800, from across Ontario to attend the in-person conference. The theme of the Conference was “Moving Mountains, Changing Landscapes”.

Sessions attended June 9th, 2024

- Exhibitor Tradeshow and Opening Night Mixer

Staff attended and networked with various Exhibitors and Conference attendees.

Sessions attended June 10th, 2024

- Breakfast Session – Empowering Municipalities – Driving Ontario’s Electricity Future

This session addressed the electricity demand in Ontario is forecasted to rise by 60 percent over the next 25 years, which includes a sharp increase from the transportation sector. Also considering there is a challenge to double the size of the current system to meet future needs while eliminating emissions from the grid. Independent Electricity System Operator (IESO) provided an engaging session about Ontario's evolving energy landscape.

- Opening Keynote: Jessica Holmes – The 60-Minute Perspective Makeover: Proven Tips to Living an Awesome Life

Jessica Holmes is a Canadian Comedian, Author and a Mental Health Advocate. She provided a great opening keynote. Success beings with motivation. She presented an inspiring, comical opening session that showed her trademark character comedy with quirky stories to provide motivational insights. Items such as:

- Finding greater meaning in your work

RETURN TO AGENDA

- Using positive psychology to be happier day-to-day
- Setting and reaching your goals
- Learning to laugh at life's shortcomings
- Sessions after Opening Keynote: Digital Transformation in the municipal sector, AMCTO Zone 6 Networking Session, Authentic Teams: The importance of vulnerability, trust and accountability.

Sessions attended June 11th, 2024:

- Breakfast Session – MPAC Update – Supporting Municipal Partners

Municipal Property Assessment Corporation (MPAC) provided updates on key projects and insights focused on improving the support offered to municipal partners. They also discussed their role in enumeration now that responsibility for the Preliminary List of Electors has been transferred to Elections Ontario.

- Annual Update on Provincial-Municipal Affairs

This session provided an update on the current state of the relationship between the province of Ontario and the municipal sector, including:

- The impact of strong mayor powers in 50 Ontario municipalities
- Changes to Ontario's land use planning system and impacts on municipalities
- Ongoing financial pressures
- Potential governance changes and restructuring

- Municipal Case Law Update

This session provided a summary of latest court cases from one of the leading lawyers of the Ontario municipal bar, John Mascarin. Important recent decisions on municipal law will be presented in a comprehensive and informative manner. It was an insightful presentation to understand recent caselaw rulings and their impacts on local governments.

- Mid-Term in the 'Muni-Verse'

This session was given by retired City of Ottawa Lawyer and Clerk, Rick O'Connor. It was a good session in terms of reflecting on how far staff and council have come this far into the 2022-2026 term of Council and provided tools for measuring the successes.

- MVP – What's your Employee Value Proposition

Given by two CAO/Clerk's, this session provided methods in attracting top talent and fostering an unbeatable workplace culture. They discussed strategies that will help elevate the municipality's unique identity and drive engagement, loyalty, and productivity within the workplace.

- 2024 AMCTO Awards Gala

Dinner, awards and reception following.

Conclusion: This was a great Conference and I plan to attend in the future. There were many great networking opportunities, not only for members of the County of Renfrew and Zone 6 but we met quite a few staff from other rural municipalities in Ontario. The sessions focused on items of interest for municipal staff and it was great to hear stories of other municipalities and what they're going through. One key takeaway for both Nathalie and I are that we aren't alone in a lot of the struggles we are facing in Horton Township, and that AMCTO members are similar to that of a family and always there for support.

Prepared by: Hope Dillabough, CAO/Clerk



Township of Horton COUNCIL / COMMITTEE REPORT

Title: TES Committee Chair's Report – June 5 th , 2024	Date: June 18 th , 2024
	Council/Committee: Council
	Author: Nikky Dubeau, Executive Assistant
	Department: TES

RECOMMENDATIONS:

THAT Council accept the TES Committee Chair's Report as information.

BACKGROUND:

Private Road Grading Grant Program – verbal discussion

Public Works Manager Adam Knapp reviewed the purpose of the changes. There was Committee discussion regarding holding a public meeting to go over the program with residents.

Food Cyler – information

The Committee reviewed the information and recommended that a survey be conducted to see the interest from the residents.

Thompsonhill Cemetery Maintenance – per Council

Councillor Webster stated the Township should contact all of the cemetery boards in the Township to see how they can be helped or if they want any help, to make sure the same thing is offered to all.

Re-Use Program at Landfill Site

Committee was in agreeance to add to the revised ECA for the landfill site expansion.

Moved by Tyler Anderson

Seconded by Councillor Webster

THAT the TES Committee recommend to Council to direct Staff to explore what is required for the Township to implement a donation and re-use program at the Township's Landfill site;

AND THAT if the Ministry of Environment Conservation and Parks will allow the Township to implement this program under the current ECA that the program be implemented as soon as practicable;

FURTHER THAT if the Ministry of Environment Conservation and Parks will not allow the Township to implement this program under the current ECA that the program be implemented included in the revised ECA for the landfill expansion and be implemented as soon as practicable afterward.

Carried

RETURN TO AGENDA

Landfill Site Expansion Feasibility

Committee reviewed the updated information.

New/Other Business

Public Works Manager Adam Knapp stated the excavator delivery date is tentatively booked for June 13th. He questioned if the committee wanted to put a reserve bid on the old excavator when it goes for sale. The committee was in agreeance to set a reserve bid of \$50,000.

Moved by Councillor Webster

Seconded by Tyler Anderson

THAT the TES Committee recommend to Council to set a reserve bid of \$50,000 for the sale of the 2004 Volvo EW180B.

Carried

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared by: Nikky Dubeau, Executive Assistant
Reviewed by: Hope Dillabough, CAO/Clerk
Reviewed by: Adam Knapp, Public Works Manager



Township of Horton
COUNCIL / COMMITTEE REPORT

Title: Recreation Chair's Report – June 13 th , 2024	Date:	June 13 th , 2024
	Council/Committee:	Council
	Author:	Hope Dillabough CAO/Clerk
	Department:	Recreation

RECOMMENDATIONS:

THAT Council receive the Recreation Committee Chair's Report as information.

BACKGROUND:

Canada Day Updates

Canada Day at the Community Centre will run as normal. Volunteers have stepped up to run the kitchen and help serve, clean-up etc.. There will be face painting, colouring contest for the kids, bouncy castles, magician show etc. Council and Committee members will also be volunteering their time during the day of and helping staff with various tasks prior to.

Fruit Fundraiser

There was discussion regarding the Fruit Fundraiser. There was consensus of the Committee to not run it this year and revisit it in 2025. The cost of fruit, fuel and trucking were all considered in making the decision.

ALTERNATIVES: N/A

FINANCIAL IMPLICATIONS: N/A

CONSULTATIONS: N/A

Prepared by: Hope Dillabough, CAO/Clerk

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2024-21

BEING A BY-LAW TO APPOINT MEMBERS OF THE RENFREW POLICE SERVICES O.P.P. DETACHMENT BOARD

WHEREAS the Community Safety and Policing Act, (CSPA) 2019 and Ontario Regulation 135/24 which came into effect on April 1, 2024, established the Renfrew O.P.P. Detachment Board to include one member appointed by each of the following municipalities, who is a member of the council of the municipality for a total of seven members: Admaston/Bromley Township, Town of Arnprior, Greater Madawaska Township, Horton Township, McNab/Braeside Township, Town of Renfrew, and Whitewater Region Township. Two members appointed jointly by the above municipalities who are neither members of the council of, nor employees of, any of the municipalities, and two members appointed by the Minister; and

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, states that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorised to do otherwise; and

WHEREAS the Township of Horton Council deems it necessary to appoint board members to the Renfrew Police Services O.P.P. Detachment Board.

NOW THEREFORE the Council of the Corporation of the Township of Horton hereby enacts the following:

1. That the following members be appointed to the Renfrew Police Services O.P.P. Detachment Board for the remainder of the 2022-2026 Term of Council or until such time as a successor is appointed.

Scott Brum, Municipal Representative (McNab/Braeside Township)
 Glen Campbell, Municipal Representative (Horton Township)
 Angela Field, Municipal Representative (Admaston/Bromley Township)
 Jason Legris, Municipal Representative (Town of Renfrew)
 Lisa McGee, Municipal Representative (Town of Arnprior)
 Steve Parker, Community Representative
 John Proctor, Community Representative
 Robert Tripp, Municipal Representative (Greater Madawaska Township)
 Connie Tabbert, Municipal Representative (Whitewater Region Township)

2. That any other by-law inconsistent with the provisions contained in this by-law are hereby appealed.
3. That this by-law shall come into force and take effect upon the date of the final passing thereof.

READ a first and second time this 18th day of June, 2024.

READ a third time and passed this 18th day of June, 2024.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2024-22****A BY-LAW TO AUTHORIZE A MUNICIPAL FUNDING AGREEMENT ON THE
CANADA COMMUNITY-BUILDING FUND
BETWEEN THE CORPORATION OF THE TOWNSHIP OF HORTON AND
ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO)**

WHEREAS the Township wishes to enter into an Agreement in order to participate in Canada Community-Building Fund;

AND WHEREAS, the Township acknowledges that the Funds received through the Agreement must be invested in an interest-bearing reserve account until the earliest of expenditure or April 1, 2024.

NOW THEREFORE BE IT ENACTED:

1. That the Mayor and the Clerk are hereby authorized to execute this Municipal Funding Agreement for the transfer of Canada Community-Building Funds between the Association of Municipalities of Ontario the Corporation of the Township of Horton.
2. That the Agreement shall remain attached to and form part of this by-law marked as Schedule "A".

READ a first and second time this 18th day of June, 2024.

READ a third time and passed this 18th day of June, 2024.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWNSHIP OF HORTON

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

RETURN TO AGENDA

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“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 to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “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 the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** 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.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

RETURN TO AGENDA

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, 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 Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it 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 the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate 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.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will 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.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or 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 the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Township of Horton
2253 Johnston Rd., RR # 5
Renfrew, ON K7V 3Z8

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

RETURN TO AGENDA

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWNSHIP OF HORTON

By: _____

Name:	_____	Date	_____
Title:	_____		

_____	_____
Name:	Date
Title:	

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director			

_____	_____
Witness:	Date
Title:	

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of 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.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

RETURN TO AGENDA

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

RETURN TO AGENDA

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

RETURN TO AGENDA

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the 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 languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

RETURN TO AGENDA

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

CORPORATION OF THE TOWNSHIP OF HORTON**BY-LAW NO. 2024-23****A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF HORTON
AT THE REGULAR COUNCIL MEETING HELD JUNE 18TH, 2024**

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Horton at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the Township of Horton enacts as follows:

1. That the actions of the Council at the meeting held on the 18th day of June, 2024, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Head of Council and proper officers of the Corporation of the Township of Horton are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Horton to all such documents.
3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 18th day of June, 2024.

READ a third time and passed this 18th day of June, 2024.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

RETURN TO AGENDA