



GENERAL GOVERNMENT SERVICES COMMITTEE AGENDA

Thursday, June 27, 2024 at 11:00 am

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON

The meeting will be live streamed on YouTube at the following link:

<http://www.youtube.com/@DufferinOne>

Land Acknowledgement Statement

We would like to begin by respectfully acknowledging that Dufferin County resides within the traditional territory and ancestral lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe peoples.

We also acknowledge that various municipalities within the County of Dufferin reside within the treaty lands named under the Haldimand Deed of 1784 and two of the Williams Treaties of 1818: Treaty 18: the Nottawasaga Purchase, and Treaty 19: The Ajetance Treaty.

These traditional territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

Roll Call

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public in attendance are able to ask a question. If you unable to attend and would like to submit a question, please contact us at info@dufferincounty.ca or 519-941-2816 ext. 2500 by 4:30 pm the day before the meeting.

REPORTS

1. GENERAL GOVERNMENT SERVICES – June 27, 2024 – ITEM #1
[Access Dufferin Minutes](#)

Minutes from the Access Dufferin meeting on May 15, 2024.

Recommendation:

THAT the minutes from the meeting of Access Dufferin on May 15, 2024, be adopted.

2. GENERAL GOVERNMENT SERVICES – June 27, 2024 – ITEM #2
Diversity, Equity and Inclusion Community Advisory Minutes

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting on May 30, 2024.

Recommendation:

THAT the minutes from the meeting of the Diversity, Equity and Inclusion Community Advisory Committee on May 30, 2024, and the recommendation set out, be adopted.

DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – May 30, 2024
Item #1 – Town of Shelburne Resolution

THAT the Diversity, Equity and Inclusion Community Advisory Committee supports the essence of the resolution from the Town of Shelburne, dated March 25, 2024, regarding the eradication of all forms of racism, but recommends the following wording:

BE IT RESOLVED THAT Council of the County of Dufferin encourages all levels of government to eradicate all forms of racism;

AND THAT this motion be sent to Dufferin County's MP, MPP, and all municipalities.

3. GENERAL GOVERNMENT SERVICES – June 27, 2024 – ITEM #3
Bill Hill Scholarship 2024 Recipients and Program Update

A report from the Clerk, dated June 27, 2024, to provide an update on the scholarship program and announce the 2024 recipients.

Recommendation:

THAT the report from the Clerk, dated June 27, 2024, regarding the Bill Hill Scholarship 2024 recipients and program updates, be received.

4. GENERAL GOVERNMENT SERVICES – June 27, 2024 – ITEM #4
Canada Community-Building Fund Agreement

A report from the Manager of Corporate Finance, Treasurer, dated June 27, 2024, to outline the new Canada Community-Building Fund (formerly Gas Tax) agreement and Council approval.

Recommendation:

THAT the report on Canada Community-Building Fund Agreement, from the Manager of Corporate Finance, Treasurer, dated June 27, 2024, be received;

AND THAT the Municipal Funding Agreement for the Canada Community-Building Fund by-law be enacted.

CORRESPONDENCE

5. GENERAL GOVERNMENT SERVICES – June 27, 2024 – ITEM #5
Township of Melancthon

A resolution from the Township of Melancthon, dated May 3, 2024, to request protocol be established for communicating significant events in Dufferin County to municipal staff and politicians.

NOTICE OF MOTIONS

Next Meeting

Thursday, August 22, 2024

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON



ACCESS DUFFERIN COMMITTEE MINUTES

Wednesday, May 15, 2024 at 7:00 pm

The Committee met at 7:00 pm by video conference.

Members Present: Sean Johnson (Chair)
Trevor Lewis
David Vahey

Staff Present: Kareema Sookdeo, Diversity, Equity and Inclusion Advisor
Kylie-Anne Grube, Climate Engagement Specialist
Michelle Hargrave, Administrative Support Specialist

The Chair called the meeting was called to order at 7:00 pm.

LAND ACKNOWLEDGEMENT STATEMENT

The Chair read the Land Acknowledgement Statement.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

REPORTS

1. ACCESS DUFFERIN – May 15, 2024 – Item #1
Resilience Hub Pilot Project

Kylie-Anne Grube, Climate Engagement Specialist, presented an update regarding the Resilience Hub Pilot Project proposal and engagement plan. The Resilience Hub will be an outdoor structure that serves as a focal point for the community. A staff capacity grant for 300 hours from the Ontario Resource Centre for Climate Adaptation for the project. The hub will focus on climate change adaptation, emergency preparedness, and community connection. It may feature immediate access to critical emergency resources, communications infrastructure and everyday wellness infrastructure.

The Climate and Energy division are currently in Phase 1 of the project: creating a project plan, community engagement and ideas for hub design. Phase 2 will take

place in 2025 and will include the procurement process, construction and activation of the hub.

Climate and Energy will be considering the Integrated Accessibility Standards – Design of Public Spaces Policy, as well as consulting the AllAccess Toolkit: Guide on Application of Design of Public Spaces guide book.

The Climate and Energy Division has extended an invitation for an Access Dufferin Committee member to serve on the Public Service Review Table that will assist with the design of the hub.

Kylie-Anne will return in September after first round of community engagement, to consult Access Dufferin again, then again later in the year to present preliminary design options.

2. ACCESS DUFFERIN – May 15, 2024 – Item #2
Other Business

Michelle Hargrave provided an update on the parking lot at the Edelbrock Centre. The repainting of the parking lot lines, including the restructuring of accessible spaces will be taking place on May 18, 2024.

Trevor Lewis inquired if there was any news regarding the use of accessible buses when the regular Orangeville Transit buses are out of service. Staff will reach out to the Town of Orangeville regarding the buses.

3. ACCESS DUFFERIN – May 15, 2024 – Item #3
Dimensions of Neurodiversity

Kim Van Ryn, Branching Out Support Services, provided a presentation regarding Dimensions of Neurodiversity. Kim reviewed what neurodiversity means, person first language, and effective communication.

ADJOURNMENT

The meeting adjourned at 8:37 pm.

NEXT MEETING: Wednesday, July 17, 2024
Edelbrock Centre, 30 Centre Street, Orangeville ON



**DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY
COMMITTEE MINUTES**

Thursday, May 30, 2024 at 7:00 pm

The Committee met at 7:00 pm by video conference.

Members Present: Sharon Cadeau
Jordan Dedier
Trisha Linton
Warden Darren White

Members Absent: Arvandi Nalisa Komal (prior notice)
Patti Thomas
Councillor Shane Hall
Councillor Lisa Post (prior notice)

Staff Present: Rohan Thompson, Director of People & Equity
Kareema Sookdeo, Equity Manager
Rebecca Whelan, Deputy Clerk

The Equity Manager called the meeting to order at 7:02 pm.

LAND ACKNOWLEDGEMENT STATEMENT

The Equity Manager shared the Land Acknowledgement Statement.

DISCUSSION

1. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – May 30, 2024
Item #1 – Town of Shelburne Resolution

The Committee discussed a resolution from the Town of Shelburne, dated March 25, 2024, regarding the eradication of all forms of racism, especially Islamophobia and Anti-Semitism. At the April 11, 2024 Council meeting, Council forwarded the resolution to this Committee for comments.

The Committee was supportive of the intent of the motion but questioned why the motion made specific reference to islamophobia and anti-semitism, instead of being more broadly worded.

Moved by Trisha Linton, seconded by Jordan Dedier

THAT the Diversity, Equity and Inclusion Community Advisory Committee supports the essence of the resolution from the Town of Shelburne, dated March 25, 2024, regarding the eradication of all forms of racism, but recommends the following wording:

BE IT RESOLVED THAT Council of the County of Dufferin encourages all levels of government to eradicate all forms of racism;

AND THAT this motion be sent to Dufferin County's MP, MPP, and all municipalities.

-Carried-

2. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – May 30, 2024
Item #2 – County's Corporate Strategic Plan 2023-2026

The Director of People & Equity provided an overview of the engagement process for the County's Corporate Strategic Plan 2023-2026. The Director shared the results of the data collection from both the community and staff that helped inform the items highlighted within the Strategic Plan.

3. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – May 30, 2024
Item #3 – Access Dufferin Engagement

The Equity Manager shared an overview of the staff engagement process utilized by Access Dufferin. County staff have been attending Access Dufferin meetings to provide divisional overviews which allow committee members to learn more about the services provided by the County. Projects that may require input from Access Dufferin are identified as part of the divisional overview. These projects are presented in more detail and staff take away any insights and advice provided by the Committee. Once the project work has been undertaken, staff return to Access Dufferin to provide a status update and notes on how feedback from the committee was incorporated.

The Committee discussed the possibility of utilizing a similar staff engagement process as they begin to populate their workplan.

The Committee took a 10-minute recess. The meeting resumed at 7:45 pm.

4. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – May 30, 2024
Item #4 – Draft Annual Workplan Template

Ruth Cameron, Ruth Cameron Consulting, presented the draft Annual Workplan Template to the Committee. The template can be adjusted based on the areas of focus in both the County's and the Committee's Strategic Plans. The template is divided by the following 4 goals:

- Goal #1 – Developing Effective DEI/AO Knowledge
- Goal #2 – Conduct DEI Review/Advisement/Monitoring Progress
- Goal #3 – Amplifying Community DEI Initiatives
- Goal #4 – Presenting Annual Work Plan.

In addition, the template provides the Committee with suggestions on how to track the areas of focus, engage with staff, and report on the Committee's work.

The next steps will be for the Committee to determine their project goals to input into the workplan.

ADJOURNMENT

The meeting adjourned at 8:23 pm.

Next Meeting: To be determined



A community that grows together

Report To: Chair Creelman and Members of the General Government
Services Committee

Meeting Date: June 27, 2024

Subject: Bill Hill Scholarship 2024 Recipients and Program Update

From: Michelle Dunne, Clerk

Recommendation

THAT the report from the Clerk, dated June 27, 2024, regarding the Bill Hill Scholarship 2024 recipients and program updates, be received.

Executive Summary

This report details the 2024 Bill Hill Scholarship program updates and recipient announcement. The scholarship, honoring former Warden Bill Hill, awards seven \$2,500 scholarships to students pursuing various fields of study, with a focus on enhancing equity. This year's selection process, which included a total of 32 applications, saw improvements, such as the consolidation of educational streams, an increased essay word count, expanded nomination sources, and a transparent decision matrix. The seven recipients are Yaman Awa, Allana Carridice, Calissta Daly, Avery Donnelly, Wendy Mogensen, Emilly Payne, and Gabrielle Spencer. A debrief with the selection committee will follow to assess the new process, ensuring continuous program improvement.

Background & Discussion

In 2014, Council approved a scholarship program to recognize outstanding students from the County who will be pursuing post-secondary education and/or training. The program awarded up to 5, \$2,500 one-time scholarships annually, in the following fields of study:

- Science and Technology (includes Health Sciences, Engineering, and General science programs)
- Business and Social Science
- Agriculture
- Arts (Fine arts and Liberal arts)

- Skilled Trades and applied training programs.

Applicants were evaluated based on academic achievement, school nomination, community service, extra-curricular activities and a 300 word essay outlining the applicants vision for their future.

The program was renamed in 2018 to honour former Warden Bill Hill, who was the driving force behind the development of the annual scholarship program.

In 2020, Council approved adding two more scholarships, within the fields of study established, but dedicate one to a black or person of colour and one to a person of aboriginal heritage.

Last year staff reviewed the scholarship program through an equity lens, to make sure that the program embedded equity throughout each step. The following changes were made:

- Combine all educational streams to one. This was done as there was more competition within certain education programs over others and sometimes there were no applications at all with a stream, meaning not all the scholarships were awarded.
- Three (3) of the seven (7) scholarships awarded to students who in addition to meeting the above-mentioned eligibility criteria, identify in their application as belonging to one of the three communities, Black or racialized, Indigenous/First Nations (Status, Non-Status), Métis or Inuit or members of LGBTQIA+.
- Increase the essay word count to 500 words and answer the following questions:
 - a) Explain why you think your chosen field is important in Dufferin County?
 - b) How do you believe you could give back to your community using the skills learned?
 - c) How will you apply the skills that you've learned and the knowledge that you've acquired towards the enhancement and betterment of your community?
- Expand reference letters from graduating high schools, to include letters of reference from employers, coaches, and mentors.
- Create a decision matrix that assisted in evaluating and prioritizing each component of the application to be more transparent.

This year there were a total of 32 applications received by the May 31, 2024 deadline. The selection committee was comprised of the Warden, Chair of General Government Services, Director of People and Equity, a DEICAC Member and Head of Guidance at Westside Secondary School. While all the submissions were very well done, the following students are the successful recipients of the 2024 Bill Hill Scholarship:

Yaman Awa
Allana Carridice
Calissta Daly
Avery Donnelly
Wendy Mogensen
Emilly Payne
Gabrielle Spencer

A reception will be held at the Edelbrock Centre on July 3, 2024 for all of Council, the successful applicants and their families.

Staff will debrief the selection committee on the new process to determine if any changes to the scholarship process are needed.

Financial, Staffing, Legal, or IT Considerations

The scholarship funds were included in the approved 2024 budget.

In Support of Strategic Plan Priorities and Objectives

Governance - identify opportunities to improve governance and service delivery

Equity – align programs, services and infrastructure with changing community needs

Respectfully Submitted By:

Michelle Dunne
Clerk

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Report To: Chair Creelman and Members of General Government Services
Committee

Meeting Date: June 27, 2024

Subject: Canada Community-Building Fund Agreement

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report on Canada Community-Building Fund Agreement, from the Manager of Corporate Finance, Treasurer, dated June 27, 2024, be received;

AND THAT the Municipal Funding Agreement for the Canada Community-Building Fund by-law be enacted.

Executive Summary

The new Canada Community-Building Fund (formerly Gas Tax) agreement has been provided for Council approval. Overall the ten year agreement is similar to the previous agreement with further clarity provided throughout. The new requirement of a housing needs assessment (HNA) and associated reporting are the major changes within the agreement. Estimated funds for 2024 are \$2,083,128, which was included in the 2024 capital budget.

Background & Discussion

In June 2021, the Gas Tax Fund was renamed the Canada Community-Building Fund (CCBF) to better reflect the program's evolution over time. In 2014, the County of Dufferin signed a ten year agreement which subsequently expired in March of this year. The agreement attached will cover the periods from April 2024 to March 2034.

In line with O. Reg. 588/17 in order to be eligible for funding, recipients are required to have an asset management plan that is regularly updated. The agreement includes the new requirement of a housing needs assessment. Section 8 of the agreement includes the following:

- 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
- The recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada
- 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.
- The recipient will publish the HNA on its website
- The recipient will send to AMO by March 31, 2025

The list of eligible projects has remained relatively unchanged, although several definitions have been updated providing further clarity. The *Disaster Mitigation* category was renamed *Resilience* to reflect the broader definition which now includes building resilience against climate change, natural disasters and extreme weather events. There is also now a requirement to consider Gender Based Analysis Plus (GBA+) lenses when undertaking a project.

Eligible expenditures have also been updated to reflect ongoing support of housing through the addition of housing needs assessments; studies, strategies, systems or plans related to housing and land use; as well as other initiatives that strengthen the Recipient's ability to improve planning.

Changes to eligible employee costs now permits employee related costs towards capacity building projects only. On an annual basis, these costs may not exceed the lesser of 40% of our annual allocation or \$80,000, which for Dufferin County will be \$80,000. Financial Impact Allocations are distributed on a per capita basis and must be kept in an interest bearing account until used. Per Section 5.8 of the agreement, funds must be spent within five (5) years after the end of the year in which the funds were received. Typical practice at the County has been to apply all monies received in any given year to eligible capital projects.

Estimated allocations are as follows:

2024	2025	2026	2027	2028
\$2,083,128	\$2,169,925	\$2,169,925	\$2,256,722	\$2,256,722

In Support of Strategic Plan Priorities and Objectives

Climate & Environment – establish the County as a leader in Climate Action/enhance and conserve Dufferin's natural environment

Community - increase affordable and attainable housing options / support community well-being and safety through collaboration and partnerships/ explore opportunities to improve access to healthcare services

Governance - identify opportunities to improve governance and service delivery/ improve the County's internal and external communication

Equity – align programs, services and infrastructure with changing community needs/ ensure the County is an inclusive, equitable, and supportive Employer of Choice

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

Reviewed by: Sonya Pritchard, Chief Administrative Officer

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE COUNTY OF DUFFERIN

(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:

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.

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 County of Dufferin
30 Centre Street
Orangeville, ON L9W 2X1

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-

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 COUNTY OF DUFFERIN

By: _____
Name: Darren White
Title: Warden
Date _____

Name: Michelle Dunne
Title: Clerk
Date _____

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____
Name: _____
Title: Executive Director
Date _____

Witness: _____
Title: _____
Date _____

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.

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.

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.

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".

- 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.



The Corporation of

THE TOWNSHIP OF MELANCTHON

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

May 3, 2024

Shelburne and District Fire Board
Mulmur-Melancthon Fire Board
Township of Southgate Fire Department

Dear Sirs/Madams:

At the meeting of Council held on May 2, 2024, the following motion was passed:

Moved by McLean, Seconded by Moore

Be it resolved that: "Whereas First Responders in Dufferin County provide an essential service in protecting and supporting individuals in their immediate time of need;

And Whereas Township and County politicians and staff require information about significant incidents so that they can help impacted individuals access medium and long-term support;

And Whereas Township and County politicians and staff require information about significant incidents so that they can communicate an appropriate amount of information to the public and news media;

And Whereas there are currently no established processes to communicate information between First Responders and Township and County politicians and staff;

Now therefore be it resolved that Melancthon Council request that the Shelburne Fire Board, Mulmur-Melancthon Fire Board and Township of Southgate Fire Department establish a process to share information on significant incidents with the relevant Dufferin County CAOs, Mayors, Deputy Mayors and the County of Dufferin Manager of Preparedness, 911 & Corporate Projects;

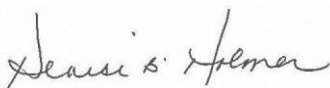
And further that a "significant incident" constitutes any situation that has: 3 or more alarms, people who are unable to return to their homes, the potential for media attention, and/or loss of life;

And further that when a significant incident occurs the Fire Chief in command of the scene communicates the following information to the relevant Dufferin County CAOs, Mayors, Deputy Mayors and the County of Dufferin of Preparedness, 911 & Corporate Projects: whether the incident is ongoing or concluded; the location and number of people impacted; whether the Red Cross was activated; whether social services were offered; serious injuries/fatalities; any injury/exposure to responders including the potential for emotional injuries;

And further that significant incidents be communicated by email to the relevant Dufferin County CAOs, Mayors, Deputy Mayors and the County of Dufferin Manager of Preparedness, 911 & Corporate Projects no later than 12 hours after the time that the significant incident has been resolved." **Carried.**

Thank you.

Yours truly,



Denise B. Holmes, AMCT
CAO/Clerk

- c. CAO's and Members of Council: County of Dufferin, Town of Shelburne, Town of Mono, Township of Amaranth, Township of Mulmur;
Steven Murphy, Manager – Preparedness, 911 & Corporate Projects, County of Dufferin