



**CITY OF VAUGHAN
COUNCIL MEETING ADDENDUM
AGENDA**

**(ADDENDUMS WILL REQUIRE UNANIMOUS VOTE FROM THE MEMBERS OF
COUNCIL PRESENT AT THE MEETING TO BE ADDED TO THE AGENDA.)**

Tuesday, June 25, 2024

1:00 p.m.

Council Chamber

2nd Floor, Vaughan City Hall

2141 Major Mackenzie Dr., Vaughan, ON

and Online via Electronic Participation

Indigenous Land Acknowledgement (prior to the commencement of the meeting)

Pages

1. CONFIRMATION OF AGENDA

Addendum Listing 1

- | | | |
|-----------|--|----------|
| 1. | <i>RENEWAL OF MUNICIPAL FUNDING AGREEMENT FOR THE
TRANSFER OF CANADA COMMUNITY-BUILDING FUND</i> | 3 |
| | Report of the Deputy City Manager, Corporate Services, City Treasurer and Chief Financial Officer, with respect to the above. (By-law Number 146-2024) | |
| 2. | <i>CITY MANAGER RECRUITMENT</i> | |
| | Confidential verbal report of the Deputy City Manager, Corporate Services, City Treasurer and Chief Financial Officer, with respect to the above. | |

Council Report

DATE: Tuesday, June 25, 2024

WARD(S): ALL

TITLE: RENEWAL OF MUNICIPAL FUNDING AGREEMENT FOR THE
TRANSFER OF CANADA COMMUNITY-BUILDING FUND

FROM:

Michael Coroneos, Deputy City Manager, Corporate Services, City Treasurer and Chief Financial Officer

ACTION: DECISION

Purpose

To seek Council approval to enter into the new Municipal Funding Agreement with the Association of Municipalities of Ontario for the transfer of the Canada Community-Building Fund, and to enact a by-law as required by the program.

Report Highlights

- The Federal Gas Tax Fund was renamed to Canada Community-Building Fund (CCBF) in 2021.
- The most recent Municipal Funding Agreement between the City of Vaughan and the Association of Municipalities of Ontario for the transfer of CCBF funds expired on March 31, 2024.
- The renewed Municipal Funding Agreement (MFA) carries a ten-year term that will expire on March 31, 2034.
- The renewed MFA introduces a requirement for CCBF to include investments that will help increase housing supply and affordability.
- The City of Vaughan has received approximately \$154.7 million in CCBF since 2005.
- The CCBF reserve balance at the end of 2023 was \$25.9 million.
- Upon execution of the new agreement, the City of Vaughan is expected to receive \$10.2 million in 2024, \$10.6 million in each of 2025 and 2026, and \$11.0 million in each of 2027 and 2028.

Recommendations

1. That Council approve entering into the renewed Municipal Funding Agreement between the Association of Municipalities of Ontario and the City of Vaughan for the transfer of Canada Community-Building Fund for the ten-year period from April 1, 2024 to March 31, 2034; and
2. That Council enacts a by-law authorizing the City Clerk and City Treasurer to execute the new Municipal Funding Agreement on behalf of the City of Vaughan.

Background

As a measure to help communities fund the construction and restoration of priority infrastructure projects, the Government of Canada introduced the Federal Gas Tax Fund in the 2005 Federal Budget. The program, renamed to Canada Community-Building Fund in 2021, was initially rolled out as an interim funding allocation to municipalities and unincorporated areas. As a result of its successful impact on communities, CCBF has continued to be a predictable funding source, delivering over \$2.0 billion in annual funding across Canada.

Administration of the CCBF in Ontario is executed through an Administrative Agreement between the Government of Canada, the Ministry of Municipal Affairs and Housing, City of Toronto, and Association of Municipalities of Ontario (AMO), outlining the roles and responsibilities of each party.

The AMO receives and distributes CCBF funding to Ontario Municipalities (with the exception of Toronto) based on population. For municipalities that operate under 2 tiers, 50 percent of the total funding for the entire Region/County is allocated to the upper tier municipality and 50 percent is allocated to the lower tier municipalities based on population. To receive funding, municipalities must enter into separate Municipal Funding Agreements (MFA) with the AMO that correspond with the terms of the Administrative Agreement. In addition, municipalities must enact a by-law authorizing the MFA and the City Clerk, Legal Services and City Treasurer to execute the MFA.

The per capita distribution is adjusted every five years when new census data is released. CCBF is transferred to Ultimate Recipients (municipalities) annually in two installments in July and November. Funds are deposited into a special obligatory reserve and withdrawn when required to pay for capital project expenditures that meet the eligibility criteria of the program.

The City of Vaughan established the Federal Gas Tax Revenue Reserve Fund through By-law Number 29-2006. In the past seven years (2017-2023), Vaughan received the following from the CCBF:

2017	2018	2019 *	2020	2021**	2022	2023
\$8.9M	\$9.2M	\$18.6M	\$9.3M	\$19.0M	\$9.7M	\$10.1M

* Includes top up funding of \$9.2 million announced in the 2019 Federal Budget

** Includes top up funding of \$9.3 million announced in the 2021 Federal Budget

Since 2005, the City of Vaughan received approximately \$154.7 million in CCBF. The table below provides a summary of Vaughan’s cumulative CCBF expenditures from 2005 through 2023. The project categories largely reflect repair and replacement programs and not growth-related projects.

Project Category <i>(rounded in millions \$)</i>	2023 Expenditures	Accumulated Expenditures since 2005
Local Roads and Bridges	8.5	89.3
Community Energy Systems	0.2	12.5
Public Transit	0.0	4.8
Capacity Building	0.5	2.4
Solid Waste/Water/Wastewater	1.3	8.8
Disaster Mitigation	0.0	1.7
Sports Infrastructure	2.7	5.4
Recreation	2.7	13.5
Total	15.9	138.4

Previous Reports/Authority

[New Municipal Funding Agreement for Transfer of Federal Gas Tax Fund](#)

(Item 3, Report No. 8 of the Finance, Administrative and Audit Committee, June 24, 2014)

Analysis and Options

The last ten-year Municipal Funding Agreement executed in 2014 expired on March 31, 2024. The new MFA when executed will be in place for the next ten years from April 1, 2024 to March 31, 2034.

Over the next five years (2024-2028), Ontario municipalities are expected to receive \$4.7 billion of the CCBF, including \$895.5 million in 2024. Under the new MFA, Vaughan will receive \$53.3 million over the next 5 years (2024-2028) based on the 2021 Census data:

2024	2025	2026	2027	2028
\$10.2 million	\$10.6 million	\$10.6 million	\$11.0 million	\$11.0 million

Allocations for fiscal years 2029 through 2034 will be based on the 2026 Census data.

The new MFA no longer requires municipalities to submit a Certificate of Insurance each year. However, CCBF allocations are still required to be deposited in an interest-bearing account or any other investment tools in accordance with the City's investment policy and provincial legislations. Interest income, investment gains and revenue from the sale, lease or disposal of assets funded by CCBF are considered part of the CCBF and must be reported to the AMO annually. This income can be reinvested into eligible projects.

Requirement to include investments that will increase housing supply and affordability

As a measure to increase the supply of affordable housing in Canada, eligible projects and expenditures for CCBF were expanded in the new Municipal Funding Agreement to include the necessary public infrastructure that support housing. Recipients are expected to prioritize projects that support the growth of the housing supply. Costs related to housing and land use, including HNA implementation studies, and innovative strategies and systems are eligible for CCBF under the capacity-building project category. Land acquisition or expropriation costs are ineligible expenses.

Single-tier and lower-tier municipalities with a 2021 Census population of 30,000 or more are also required to prepare a Housing Needs Assessment (HNA) by March 31, 2025.

Outcome reports on housing expenditures are required and must include information on CCBF-funded projects that are completed in the reporting year. This includes:

- i. The number of housing units enabled, supported, or preserved; and
- ii. The number of affordable housing units enabled, supported, or preserved.

By-law for Canada Community-Building Fund

As required by the MFA, a municipal by-law is required for Council to authorize the execution of the Municipal Funding Agreement, related to the renewed Administrative Agreement, between the Corporation of the City of Vaughan and the Association of Municipalities of Ontario for the transfer of the Canada Community-Building Fund.

By enacting the by-law, Council delegates responsibility to the City Clerk, City Treasurer and Legal Services to execute the MFA and to perform all obligations in accordance with the directives contained in the agreement. The directives include recipient qualification requirements, eligible project categories, eligible and ineligible

expenditures, program reporting requirements, communication protocols, and the new Housing Needs Assessment.

Financial Impact

The CCBF continues to provide complementary funding for tax-supported, rate-supported sources, and other federal and provincial funding programs. Upon enacting the by-law and entering into the new Municipal Financing Agreement with the Association of Municipalities of Ontario, the City of Vaughan will continue to receive CCBF funding. CCBF grants to be received under the new agreement will be incorporated in development of the 2025 Budget and future capital plans.

Operational Impact

Corporate Finance staff continue to work with departments to identify additional eligible projects and prioritize projects that support affordable housing to optimize funding allocations that will maximize the benefit of CCBF while ensuring compliance with CCBF requirements. Staff will also complete and publish the Housing Needs Assessment and submit it to the AMO by March 31, 2025.

Broader Regional Impacts/Considerations

The Administrative Agreement represents an economic action plan between The Government of Canada, the Ministry of Municipal Affairs and Housing, the City of Toronto, and The Association of Municipalities of Ontario (AMO). As the funding administrator for Ontario, AMO ensures that municipalities under the Municipal Act, 2001 receive equitable distributions and directives in a transparent and collaborative approach. While the MFA is in place until March 31, 2034, the core agencies forming the MFA can amend, review, or terminate the MFA in writing as agreed upon.

Conclusion

Since 2005, the Canada Community-Building Fund has been a reliable source of grant funding available to municipalities to support new infrastructure initiatives and renewal of existing assets. Expiration of the former agreement requires the City to execute a new agreement and an enacting By-law to ensure continued receipt of CCBF grants. The total amount of new funding will be approximately \$53.3 million over 5 years and will continue to grow to 2034 through indexing and population growth. The City will use the funds for projects which meet the requirements of eligible categories that support affordable housing, economic viability, sustainable growth, and reliable community infrastructure networks. The City will comply with all terms and conditions regarding CCBF as outlined in the Municipal Funding Agreement.

For more information, please contact:

Michael Marchetti, Director, Financial Planning & Development Finance, ext. 8271

Kenneth Quan, Senior Manager, Corporate Financial Planning & Analysis, ext. 8029

Attachments

1. Administrative Agreement on the Canada Community-Building Fund
2. Municipal Funding Agreement on the Canada Community-Building Fund
3. By-law - Canada Community-Building Fund

Prepared by

Nneka Usifoh, Supervisor - Fiscal Planning & Policies, ext. 8724

ADMINISTRATIVE AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND

- BETWEEN:** **THE GOVERNMENT OF CANADA**, as represented by the Minister of Housing, Infrastructure and Communities ("Canada"),
- AND:** **HIS MAJESTY THE KING IN RIGHT OF ONTARIO**, as represented by the Minister of Municipal Affairs and Housing ("Ontario"),
- AND:** **ASSOCIATION OF MUNICIPALITIES OF ONTARIO**, legally incorporated under the *Corporations Act*, in the Province of Ontario ("AMO"),
- AND:** **CITY OF TORONTO**, continued as a municipal corporation pursuant to the *City of Toronto Act, 2006* ("Toronto").

1) PURPOSE

This Administrative Agreement sets out the roles and responsibilities of Canada, Ontario, AMO and Toronto for the administration of the Canada Community-Building Fund (CCBF). The roles and responsibilities of Ontario, AMO and Toronto set out in this Administrative Agreement are several and not joint.

2) DEFINITIONS

Unless defined elsewhere in this Administrative Agreement, capitalized words used throughout this Administrative Agreement are defined in Annex A (Definitions).

3) CONTEXT

With this Administrative Agreement, Canada, Ontario, AMO and Toronto wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment, and strong cities and communities, building on:

- The success of the Previous Agreements;
- Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which, starting in 2014-2015, the Government of Canada makes up to \$2 billion per year available for the purpose of municipal, regional and First Nations infrastructure;
- *Economic Action Plan 2013*, through which the Government of Canada announced a renewed Gas Tax Fund which included the indexation of the Gas Tax Fund funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through 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);
- Section 199 of *Budget Implementation Act, 2021, No. 1* (Budget 2021) in which the Gas Tax Fund was renamed the Canada Community-Building Fund; and

- Budget 2022 (A Plan to Grow Our Economy and Make Life More Affordable) in which the Government of Canada ties access to infrastructure funding to actions by provinces, territories, and municipalities to increase housing supply where it makes sense to do so.

4) PRINCIPLES

Canada, Ontario, AMO and Toronto acknowledge that this Administrative Agreement is based on the following principles:

- Principle 1: Respect for Jurisdiction.** The CCBF is designed to leverage the strengths of each level of government and is based on the principle that each level of government has its own areas of jurisdiction and is accountable to its population for its delivery of the CCBF program. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- Principle 2: Flexibility of Approach.** In recognition of the diversity of Canadian provinces, territories, regions and communities, the CCBF recognizes the need for a flexible approach to program delivery. Wherever possible, the CCBF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.
- Principle 3: Equitable Distribution.** The CCBF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.
- Principle 4: Equity.** The CCBF is designed to afford participating municipalities with flexibility in developing projects and setting priorities, offering a wide range of possible project categories. Ontario, AMO, Toronto, and their Ultimate Recipients are expected to consider Gender Based Analysis Plus (GBA+) lenses when undertaking projects.
- Principle 5: Complementarity.** The CCBF provides stable, predictable, long-term funding for communities. The CCBF is not to replace municipal operating and maintenance funding or municipal capital funds. The CCBF complements municipal funding for the purpose of creating or revitalizing municipal infrastructure. The CCBF also complements but does not replace other national infrastructure funding programs.
- Principle 6: Transparency.** The CCBF is administered via an open and transparent governance process that includes regular evaluations and audits. Canada, Ontario, AMO and Toronto are committed to promoting and supporting accountability through regular, effective, and accurate program reporting to the Canadian public.
- Principle 7: Commitment to Improve Housing Supply and Affordability.** Canada, Ontario, AMO and Toronto are committed to working collaboratively to address the national priority of increasing the supply of housing as well as the availability of affordable housing. Ontario, AMO and Toronto will work with Ultimate Recipients to leverage the CCBF to support housing investments in Ontario.

5) ANNEXES AND SCHEDULES

The following annexes and schedules are attached to and form part of this Administrative

Agreement:

- Annex A: Definitions
- Annex B: Terms and Conditions
 - Schedule A: Ultimate Recipient Requirements
 - Schedule B: Eligible Project Categories
 - Schedule C: Eligible and Ineligible Expenditures
 - Schedule D: Program Reporting
 - Schedule E: Communications Protocol
 - Schedule F: Asset Management
 - Schedule G: Housing Report
 - Schedule H: Unincorporated Areas

6) CANADA COMMUNITY-BUILDING FUND ADDITIONAL OR UNSPENT FUNDS

- 6.1 Any CCBF funding that may be transferred by Canada to Ontario, AMO and Toronto will be administered by each of Ontario, AMO and Toronto in accordance with this Administrative Agreement, including with the Terms and Conditions set out in Annex B (Terms and Conditions).
- 6.2 Any Unspent Funds, and any interest earned thereon, will be subject to the Terms and Conditions of this Administrative Agreement and will no longer be governed by the terms and conditions of any Previous Agreements.

7) OVERSIGHT COMMITTEE

- 7.1 An Oversight Committee will be established by Canada, Ontario, AMO and Toronto to ensure the effective monitoring of this Administrative Agreement. The Oversight Committee will monitor the overall implementation of this Administrative Agreement and will serve as the principal forum to address and resolve issues arising from the implementation of this Administrative Agreement. The activities of the Oversight Committee including frequency of meetings, review and dialogue on the parameters of the Statement of Priorities, and program compliance will be laid out in a Terms of Reference document jointly developed and agreed upon by Canada and Ontario, AMO and Toronto.
- 7.2 The Oversight Committee will be co-chaired by four (4) members, one of whom is to be appointed by Canada, one of whom is to be appointed by Ontario, one of whom is to be appointed by AMO, and one of whom is to be appointed by Toronto. Replacement members from either Canada, Ontario, AMO or Toronto may, from time to time, be appointed by Canada, Ontario, AMO or Toronto. Canada, Ontario, AMO and Toronto agree to keep each other informed in writing upon new appointments.
- 7.3 The Co-Chairs, working together, will examine any issue that may arise, and, in good faith, will attempt to resolve that issue to the mutual satisfaction of Canada, Ontario, AMO and Toronto.
- 7.4 Any subcommittees established by Canada, Ontario, AMO and Toronto will report to the Oversight Committee through their respective Co-Chairs.

8) DISPUTE RESOLUTION

- 8.1 Canada, Ontario, AMO and Toronto will work together to resolve any issues which may arise in relation to this Administrative Agreement.
- 8.2 If, after a reasonable effort has been made, an issue cannot be resolved by the Co-Chairs, they will provide information about the issue, including the steps they have taken to attempt to resolve the issue. An escalating dispute resolution approach begins with an Oversight Committee discussion followed by senior official-level discussions (at the Assistant Deputy Minister level or another appropriate level) and ultimately Ministerial-level discussions for resolution, within a reasonable timeframe, to the satisfaction of Canada.
- 8.3 In the event of any unresolved issue, it is understood that the final decision with respect to such issue will rest solely with Canada. At Canada's sole discretion, Canada may delay or withhold fund transfers to Ontario, AMO or Toronto in circumstances where Canada believes that Ontario, AMO or Toronto is not acting in good faith to resolve a dispute.
- 8.4. It is understood that failure to meet the following requirements will be addressed as a priority and will impact the timing and flow of CCBF funding to Ontario, AMO or Toronto:
- a) ensuring that Ultimate Recipients comply with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures) of Annex B (Terms and Conditions) in the case of AMO and Toronto, and compliance by Ontario with Sections 1, 2, and 3 of Schedule H (Unincorporated Areas);
 - b) meeting the reporting requirements as outlined in Schedule D (Program Reporting) of Annex B (Terms and Conditions) in the case of AMO and Toronto; and Section 6 of Schedule H (Unincorporated Areas) in the case of Ontario;
 - c) meeting the reporting requirements outlined in Schedule G (Housing Report) of Annex B (Terms and Conditions) for Ontario, AMO and Toronto; and
 - d) conducting communications activities in accordance with the requirements outlined in Schedule E (Communications Protocol) of Annex B (Terms and Conditions).

9) AUDITS AND EVALUATION

- 9.1 Canada reserves the right to undertake any audit in relation to this Administrative Agreement at its expense. The timing and scope of such audits will be determined in collaboration with Ontario, AMO and Toronto via the Oversight Committee and will be carried out by external independent auditors. If Canada does undertake an audit, it will provide Ontario, AMO and Toronto reasonable notice.
- 9.2 Canada may, at its cost, complete a periodic evaluation of the relevance and performance (i.e. effectiveness, efficiency and economy) of the CCBF. Ontario, AMO and Toronto will provide Canada with information on program performance and may be asked to participate in the evaluation process. The results of the evaluation will be made publicly available.
- 9.3 Ontario, AMO and Toronto will each ensure proper and accurate financial accounts and records are kept that are related to this Administrative Agreement and the use of CCBF funding, and any interest earned thereon, and to all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit and evaluation.

- 9.4 Ontario, AMO and Toronto will each keep proper and accurate financial accounts and records, including but not limited to its [their] contracts, invoices, statements, receipts, and vouchers, in respect of an Eligible Project for at least six (6) years after the completion of the project and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.
- 9.5 Ontario, AMO and Toronto will each keep proper and relevant accounts and records in respect to their program-level management of the CCBF for at least six (6) years after the termination of this Administrative Agreement and will provide Canada and its designated representatives with reasonable and timely access to documentation for the purposes of audit and ensuring compliance with this Administrative Agreement.

10) DURATION, TERMINATION, REVIEW AND AMENDMENT

- 10.1 This Administrative Agreement will come into effect as of April 1, 2024, and will be in effect until March 31, 2034 unless Canada, Ontario, AMO and Toronto agree to renew it.
- 10.2 This Administrative Agreement will be reviewed by Canada, Ontario, AMO and Toronto by March 31, 2027 and may be amended to incorporate changes, if any, agreed to by Canada, Ontario, AMO and Toronto.
- 10.3 This Administrative Agreement may be amended at any time in writing as agreed to by Canada, Ontario, AMO and Toronto.
- 10.4 This Administrative Agreement may be terminated at any time and for any reason by either Canada, Ontario, AMO or Toronto with two (2) years written notice. In the event where this Administrative Agreement is so terminated, any CCBF funding, Unspent Funds, and/or any interest earned thereon held by Ontario, AMO, Toronto or Ultimate Recipients, that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Administrative Agreement until such time as may be determined by Canada, Ontario, AMO and Toronto.

11) COUNTERPART SIGNATURE

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

12) SEVERABILITY

If for any reason a provision of this Administrative 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 Administrative Agreement, but all the other terms and conditions of this Administrative Agreement will continue to be valid and enforceable.

13) WAIVER

Canada, Ontario, AMO and Toronto may waive any right in this Administrative Agreement only in writing, and without a written waiver any tolerance or indulgence demonstrated by Canada, Ontario, AMO or Toronto will not constitute waiver of such right. Unless a waiver is executed in writing, Canada, Ontario, AMO and Toronto will be entitled to seek any remedy that it may have

under this Administrative Agreement or under the law.

14) CORRESPONDENCE

Any correspondence under this Administrative Agreement may be delivered in person, sent by electronic mail, or sent by mail addressed to:

Canada:
Assistant Deputy Minister, Communities and Infrastructure Programs
Infrastructure Canada
1100 – 180 Kent Street
Ottawa, Ontario K1P 0B6
Email: alison.oleary@infcc.gc.ca

or to such other address or addressed to such other person as Canada may, from time to time, designate in writing to Ontario, AMO and Toronto;

Ontario:
Assistant Deputy Minister, Local Government Division
Ministry of Municipal Affairs and Housing
777 Bay Street, 13th Floor
Toronto, Ontario M5G 2E5
Email: caspar.hall2@ontario.ca

or such other address or addressed to such other person as Ontario may, from time to time, designate in writing to Canada, AMO and Toronto;

AMO:
Executive Director
Association of Municipalities of Ontario
155 University Ave, Suite 800
Toronto, Ontario M5H 3B7
Email: brosborough@amo.on.ca

or such other address or addressed to such other person as AMO may, from time to time, designate in writing to Canada, Ontario and Toronto; and

Toronto:
City Manager
City of Toronto
100 Queen Street West
Toronto, Ontario M5H 2N2
Email: paul.r.johnson@toronto.ca

or such other address or addressed to such other person as Toronto may, from time to time, designate in writing to Canada, Ontario and AMO.

15) SIGNATURES

GOVERNMENT OF CANADA

HIS MAJESTY THE KING IN RIGHT OF
ONTARIO

The Honourable Sean Fraser

The Honourable Paul Calandra

Minister of Housing, Infrastructure and
Communities

Minister of Municipal Affairs and Housing

Date

Date

ASSOCIATION OF MUNICIPALITIES
OF ONTARIO

CITY OF TORONTO

President

_Mayor

Date

Date

ANNEX A DEFINITIONS

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Ultimate Recipient

“Administrative Agreement” means this Administrative Agreement on the Canada Community-Building Fund in Ontario.

“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 Community-Building Fund” (CCBF) means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Core Housing Need” means a household living in an unsuitable, inadequate or unaffordable dwelling that cannot afford alternative housing in its community.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures) for AMO and Toronto and Section 2 of Schedule H (Unincorporated Areas) for Ontario.

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories) for AMO and Toronto and Section 2 of Schedule H (Unincorporated Areas) for Ontario.

“Gender Based Analysis Plus” (GBA Plus or GBA+) is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well as a means to assess how diverse groups of women, men, and gender diverse people may experience policies, programs and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment” 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.

“Housing Report” means the duly completed housing report to be prepared and delivered by Ontario, AMO and Toronto to Canada annually by September 30, as described in Schedule G (Housing Report).

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures) for AMO and Toronto and Section 3 of Schedule H (Unincorporated Areas) for Ontario.

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

“Local Roads Board” means a board as defined under the *Local Roads Boards Act*, RSO 1990, c.L27

“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.

“Municipality” and **“Municipalities”** mean every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c.25 and the *City of Toronto Act, 2006*, S.O. 2006, c.11.

“Oversight Committee” means the committee established to monitor the overall implementation of this Administrative Agreement as outlined in section 7 (Oversight Committee) of this Administrative Agreement.

“Outcomes Report” means the report to be delivered by AMO and Toronto by March 31st of each year per Schedule D (Program Reporting), section 5 for AMO and Toronto, and by March 31st, 2029 and March 31st, 2034 per Schedule H (Unincorporated Areas), Section 6 for Ontario.

“Previous Agreements” means any agreements between Canada, Ontario, AMO and Toronto for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Statement of Priorities” means an annual letter from Canada to Ontario, AMO and Toronto outlining expected housing actions by Ontario, AMO and Toronto.

“Third Party” means any person or legal entity, other than Canada, Ontario, AMO, Toronto or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a Municipality (including Toronto) or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal resolution of its (their) council(s).

“Unincorporated Areas” means territory within Ontario without municipal organization.

“Unspent Funds” means funds (as defined by Previous Agreements) that have not been spent towards an Eligible Project (as defined under the Previous Agreements) or on administrative costs in accordance with Previous Agreements prior to the effective date of this 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.

ANNEX B TERMS AND CONDITIONS

1. ALLOCATION FORMULA

- 1.1 Any CCBF funding that may be transferred to Ontario, AMO and Toronto, in aggregate, will be divided between them on a per capita basis, where AMO will receive any such CCBF funding representing the per capita amount for Municipalities, excluding Toronto, Toronto will receive any such CCBF funding representing the per capita amount for Toronto, and Ontario will receive any such CCBF funding representing the per capita amount for the benefit of Unincorporated Areas.
- 1.2 Any Unspent Funds held by Ontario and AMO, and any CCBF funding that may be received by Ontario and AMO from Canada, as well as any interest earned thereon, will be distributed in accordance with the following formula:
 - a) The formula for allocation to Municipalities, excluding Toronto, via AMO, will be on a per capita basis with allocation made on a 50:50 basis to Upper- and Lower-tier Municipalities, where they exist.
 - b) The formula for allocation for the benefit of Unincorporated Areas which will be provided to Ontario is based on kilometres of public roads that are managed by each Local Roads Board.
- 1.3 AMO agrees to provide to Canada, upon request, a table detailing the Ultimate Recipient allocations, and promptly provide to Canada updates to the table upon any revision to the allocations.

2. DELIVERY MECHANISM

- 2.1 AMO: Any CCBF funding that Canada may make available for Municipalities, excluding Toronto, will be transferred directly to AMO for delivery to Municipalities. AMO will transfer the CCBF funding directly to Municipalities, excluding Toronto, in accordance with the allocation formula outlined in 1.2 a) of Annex B (Terms and Conditions), provided an agreement between AMO and the Municipality on the use of the CCBF funding is in place.
- 2.2 Toronto: Any CCBF funding that Canada may make available for Toronto will be transferred directly to Toronto.
- 2.3 Ontario:
 - a) Any CCBF funding that Canada may make available for the benefit of Unincorporated Areas will be transferred to Ontario. Ontario will then transfer the CCBF funding via Ontario's Consolidated Revenue Fund Special Purposes Account for Unincorporated Roads for investment in Eligible Projects of Local Roads Boards.
 - b) In co-operation with the Local Roads Boards, Ontario will administer any CCBF funding allocated to the Unincorporated Areas pursuant to Schedule H (Unincorporated Areas). Schedules A through D do not apply to Ontario.
 - c) Ontario will consult with Local Roads Boards to determine which Eligible Projects will be undertaken, and Ontario will engage contractors to fulfil the project work.

3. USE AND RECORDING OF FUNDS

- 3.1 Ontario, AMO and Toronto will use any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon solely in accordance with the terms and conditions set out in this Administrative Agreement.
- 3.2 AMO will ensure that any CCBF funding that may be transferred to it by Canada, Unspent Funds, and any interest earned thereon that AMO then transfers to Ultimate Recipients is used by Ultimate Recipients in accordance with this Administrative Agreement and specifically Schedule A (Ultimate Recipient Requirements).
- 3.3 Pending payment to Ultimate Recipients in accordance with the terms and conditions of this Administrative Agreement, Ontario, AMO and Toronto will each record into a separate and distinct account any CCBF funding they may receive from Canada and any interest earned thereon.
- 3.4 Any CCBF funding that may be transferred by Canada to Ontario, AMO and Toronto will be treated as federal funds with respect to other federal infrastructure programs.

4. ADMINISTRATIVE EXPENSES

Upon the review and acceptance by Canada of a detailed business case, which must be submitted within one (1) year of the date of last signature of the Administrative Agreement, Ontario, AMO and Toronto may apply a portion of any CCBF funding they may receive from Canada for administrative expenses related to program delivery and implementation of this Administrative Agreement, including expenditures associated with communication activities such as public project announcements and signage.

5. ELIGIBLE PROJECT CATEGORIES

Eligible Project categories under the CCBF include: highways; local roads and bridges (including active transportation); short-sea shipping; short-line rail; regional or local airports; broadband connectivity; public transit; drinking water; wastewater; solid waste; community energy systems; brownfield redevelopment; sports, cultural, recreational, or tourism infrastructure; resilience; fire halls; and capacity building among Ultimate Recipients. Schedule B (Eligible Project Categories) provides further details regarding Eligible Project categories. Unincorporated Areas are limited to the local roads and capacity building categories, as detailed in Section 1 of Schedule H (Unincorporated Areas).

6. ELIGIBLE EXPENDITURES

Eligible Expenditures are those associated with: acquiring, planning, designing, constructing, or renovating a tangible capital asset; strengthening of the ability of Municipalities and Unincorporated Areas to improve local and regional planning and asset management as well as joint federal communication activities and federal signage. Schedule C (Eligible and Ineligible Expenditures) sets out specific requirements for eligible and ineligible expenditures for AMO and Toronto and Schedule H (Unincorporated Areas) set out specific requirements for eligible and ineligible expenditures for Ontario.

7. REPORTING

AMO and Toronto will meet the reporting requirements set out in Schedule D (Program Reporting) and Schedule G (Housing Report). Ontario will meet the reporting requirements set out in Schedule G (Housing Report), as applicable, and Schedule H (Unincorporated Areas).

8. COMMUNICATIONS

This Administrative Agreement formalizes clear requirements to support federal communications objectives. Schedule E (Communications Protocol) sets out specific communications requirements, including:

- providing upfront project information on an annual basis for communications purposes;
- including the federal government in local project communications; and
- installing federal project signs, unless otherwise approved by Canada.

9. ASSET MANAGEMENT

Ontario, AMO and Toronto will ensure that Ultimate Recipients continue to develop and/or implement an Asset Management Plan culture and methodology throughout the term of this Administrative Agreement in accordance with the *Asset Management Planning for Municipal Infrastructure* regulation (O.Reg. 588/17), with the ultimate goal of having asset management plans in place for all Ultimate Recipients. Schedule F (Asset Management) provides more details on the approach agreed upon between Canada, Ontario, AMO and Toronto.

SCHEDULE A – Ultimate Recipient Requirements

Ultimate Recipients are required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Report).
3. Continue to improve asset data (costs, service levels and risk) and adopt asset management plans to identify local priorities and inform community infrastructure decision-making.
4. Deposit CCBF funding it receives from Ontario, AMO and Toronto in advance of it paying Eligible Expenditures in a dedicated reserve fund; in a separate direct interest-bearing account; or in any municipal interest-bearing account provided that the interest earned is proportionately allocated to the CCBF for eligible projects.
5. CCBF funding may be retained up to a maximum of five (5) years after the end of the year in which CCBF funding was received for AMO and Toronto. CCBF funding must be expended on Eligible Expenditures by the end of this timeframe.
6. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
7. 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.
8. Allow Canada reasonable and timely access to all its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
9. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Administrative Agreement.
10. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
11. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
12. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance

with such legislation, guidelines, policies or codes.

13. Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.
14. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
15. Complete, publish on its website and send the link to Ontario or AMO by March 31, 2025, or otherwise agreed upon, for all single or lower-tier municipalities with a 2021 Census population of 30,000 or more, a Housing Needs Assessment prepared in accordance with guidance provided by Canada. Ultimate Recipients that have completed Housing Needs Assessments after April 1, 2019, may submit their existing Housing Needs Assessment if it complies with the requirements for Housing Needs Assessments provided by Canada.
16. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal, or material enhancement in each of the following categories

1. Local roads and bridges – roads, bridges, tunnels and active transportation infrastructure.
2. Highways – highway infrastructure.
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
4. Short-line rail – railway related infrastructure for carriage of passengers or freight.
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System).
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
7. Public transit – infrastructure which supports a shared passenger transport system which is available for public use.
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
11. Community energy systems – infrastructure that generates energy or increases the efficient usage of energy.
12. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams).
14. Recreational Infrastructure – recreational facilities or networks.
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – infrastructure that attracts travelers for recreation, leisure,

business or other purposes.

17. Resilience – 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.

18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans.

19. Fire Halls – fire halls and fire station infrastructure.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) for the capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - ii. studies, strategies, systems, or plans related to housing or land use; and
 - iii. studies, strategies, or plans related to the long-term management of infrastructure.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee Costs: The costs of the Ultimate Recipient's employees may be included as Eligible Expenditures only under the capacity building category provided it does not exceed the lesser of 40% or \$80,000 of annual funding amount. Any amendment to this amount will be determined in consultation with the Oversight Committee and approved by Canada.

1.3 Administrative expenses of AMO and Toronto related to program delivery and implementation of this Administrative Agreement, in accordance with Section 4 (Administrative Expenses) of Annex B (Terms and Conditions).

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) project expenditures incurred before April 1, 2021 for the following investment category:
 - i. fire halls

- d) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, direct or indirect operating or administrative costs of Ultimate Recipient, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- e) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or maintenance costs; and
- i) costs associated with healthcare infrastructure or assets.

SCHEDULE D - Program Reporting

Program reporting requirements under the CCBF consist of a letter of intent, a project list, an audited financial report and an Outcomes Report, all of which will be submitted to Canada for review and acceptance. The reporting year is January 1 to December 31. In addition to overall program reporting, specific housing reporting obligations are described in Schedule G (Housing Report).

1. Statement of Priorities and Letter of Intent

At the outset of the reporting year, Canada will provide to Ontario, a Statement of Priorities, by April of each year. Initial priorities will reflect the negotiated 2024-25 Statement of Priorities and additional priorities will only be considered every three years, unless otherwise agreed upon by the Oversight Committee. Prior to that date, Canada will share the draft Statement of Priorities with Ontario, AMO and Toronto through the Oversight Committee, for consultation purposes. Ontario will provide to Canada by May 31 of each year a letter of intent indicating how CCBF funding received from Canada will address priorities and challenges in their jurisdiction and actions they will take to improve housing outcomes in Ontario.

2. Project List

AMO and Toronto will each maintain, and provide to Canada a project list, as available but at minimum by September 30 of each year, containing the following elements: unique project identifier, Ultimate Recipient, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent, output indicator, housing indicator (if applicable). A template will be provided by Canada.

3. Audited Financial Report

By September 30 of each year, AMO and Toronto will each provide to Canada a financial report in an electronic format deemed acceptable by Canada consisting of the following:

1.1 Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2024 - 20xx
AMO OR TORONTO in aggregate		
Opening Balance ¹	\$xxx	
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)

¹ For the 2024-2025 Audited Financial Report this means the amount reported as unspent by AMO and Toronto in the 2023-2024 Annual Expenditure Report (as defined under the 2014 to 2024 Administrative Agreement).

Transferred to Ultimate Recipients	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	
AMO OR TORONTO in aggregate		
Opening Balance ²	\$xxx	\$xxx
Received from [INSERT AMO OR TORONTO, AS APPROPRIATE]	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Spent on Eligible Projects	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	\$xxx

1.2 Independent Audit or Audit Based Attestation:

AMO and Toronto will each provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by, AMO and Toronto, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

4. Housing Report

By September 30 of each year, Ontario, AMO and Toronto will each provide to Canada a report on housing as outlined in Schedule G (Housing Report).

5. Outcomes Report

By March 31 of each year, AMO and Toronto will each provide to Canada an Outcomes Report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding;
- c) progress made on improving Municipalities' planning and asset management, including development or update of Housing Needs Assessments where applicable; and
- d) a description of how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes (further details on this requirement may be found in Schedule G – Housing Report).

The Outcomes Report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

² For the 2024-2025 Audited Financial Report, this means the amount reported as unspent by Eligible Recipients (as defined under the 2014 to 2024 Administrative Agreement) in the 2023-2024 Annual Expenditure Report.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and will apply to Canada, Ontario, AMO, Toronto and Ultimate Recipients. Communicating to Canadians on the use of CCBF funding is clearly linked with our joint accountability to Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include but are not limited to public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, Canada, Ontario, AMO and Toronto agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by Ontario, AMO, Toronto or their Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding that may be transferred by Canada.

2. Joint communications approach

- 2.1 Ontario, AMO and Toronto agree to work in collaboration with Canada to develop a joint communications approach to ensure visibility for the program, the provision of upfront project information and planned communications activities throughout the year.

Canada will provide a “Communications Approach” template to be completed by Ontario, AMO and Toronto. This approach will then be reviewed and approved by Canada as well as Ontario, AMO and Toronto.

This joint communications approach will have the objective of ensuring that proactive communications activities are undertaken each year to communicate the annual allocations and key projects, as identified in the communications approach, located in both large and small communities by using a wide range of communications tools to ensure local visibility.

To accomplish this, Canada, Ontario, AMO and Toronto agree to establish a communications subcommittee that will meet biannually. This committee will review and approve a communications plan at the beginning of each year.

- 2.2 Canada, Ontario, AMO and Toronto will work together on the initial annual joint

communications approach, which will be finalized and approved by the Oversight Committee Co-chairs.

- 2.3 Canada, Ontario, AMO and Toronto agree that achievements under the joint communications approaches will be reported to the Oversight Committee once a year.
- 2.4 Through the communications subcommittee, Ontario, AMO and Toronto agree to assess, with Canada, the effectiveness of communications approaches on an annual basis and, as required, update and modify the joint communications approach, as required. Any modifications will be brought to the Oversight Committee Co-chairs, as appropriate for approval.
- 2.5 If informed of a communications opportunity (ex. milestone event, news release) by an Ultimate Recipient, Canada, Ontario, AMO and Toronto agree to share information promptly and coordinate participation in alignment with sections 4.3, 4.5 and 5.2 of this communications protocol.
- 2.6 Canada, Ontario, AMO and Toronto agree to ensure the timely sharing of information, products (ex. news releases, media advisories), and approvals in support of communications delivery.

3. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes

- 3.1 Ontario, AMO and Toronto agree to provide to Canada upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada, Ontario, AMO and Toronto will each agree, in this joint communications approach, on the date this information will be provided. Through the creation of a subcommittee, Canada, Ontario, AMO and Toronto will be required to enact a communications approach that will be assessed bi-annually through the subcommittee mechanism.

In this agreement the information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); CCBF contribution; anticipated start date; anticipated end date; and a status indicator: not started, underway, completed.

Canada will link to the Ontario, AMO and/or Toronto's CCBF websites where this information will be accessible to the general public.

- 3.2 Ontario, AMO and Toronto agree that the above information will be delivered to Canada in an electronic format deemed acceptable by Canada.
- 3.3 Canada, Ontario, AMO and Toronto each agree that their joint communications approach will ensure the most up-to-date Eligible Project information is available to Canada to support

media events and announcements (see 4.2 for full definition) for Eligible Projects.

4. Announcements and media events for Eligible Projects

- 4.1 At Canada's request, Canada, Ontario, AMO and Toronto agree to coordinate an announcement regarding annual allocations of CCBF funding.
- 4.2 Media events and announcements include but are not limited to news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. ground breaking ceremonies, completions).
- 4.3 Key milestones events and announcements (such as ground breaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada, Ontario, AMO and Toronto will have equal visibility through quotes and will follow the [Table of Precedence for Canada](#).
- 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Ontario, AMO and Toronto, as appropriate, Canada and the Ultimate Recipient.
- 4.5 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. Ontario, AMO and Toronto, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 4.6 For media events, each participant will choose its own designated representative. Ontario, AMO and Toronto and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 4.7 Ontario, AMO and Toronto shall not unreasonably delay the announcement of opportunities identified in annual communications plans that have been pre-approved in advance.
- 4.8 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 4.9 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 4.10 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.

4.11 Canada, Ontario, AMO and Toronto and Ultimate Recipients agree to ensure equal visibility in all communications activities.

5. Program communications

5.1 Canada, Ontario, AMO and Toronto and Ultimate Recipients may include messaging in their own communications products and activities with regard to the CCBF.

5.2 The party undertaking these activities will recognize the funding of all contributors.

5.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. intake launches) will follow the [Table of Precedence for Canada](#).

5.4 Canada, Ontario, AMO and Toronto agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, Ontario, AMO and Toronto or Ultimate Recipients, or, if web-based, from linking to it.

5.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

6. Operational communications

6.1 Ontario, AMO, Toronto or the Ultimate Recipient is solely responsible for operational communications with respect to 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 language policy.

6.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, “This project is funded in part by the Government of Canada” or “This project is funded by the Government of Canada”, as applicable.

6.3 Ontario, AMO, Toronto and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, Ontario, AMO and Toronto will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7. Communicating success stories

7.1 Ontario, AMO and Toronto agree to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. Advertising campaigns

- 8.1 Canada, Ontario, AMO, Toronto or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

9. Digital Communications, Websites and webpages

- 9.1 Where Ontario, AMO and Toronto produce social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media account.
- 9.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable. The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

10. Project signage

- 10.1 Unless otherwise approved by Canada, Ontario, AMO, Toronto or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 10.2 Where Ontario, AMO, Toronto or an Ultimate Recipient decides to install a permanent sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 10.3 Ontario, AMO, Toronto or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 10.4 Ontario, AMO and Toronto agree to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

SCHEDULE F – Asset Management

Canada, Ontario, AMO and Toronto agree that the measures contained in the Previous Agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in Ontario to enhance their community's sustainability.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing Ultimate Recipient infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- lifecycle strategy;
- proposed levels of service and costs/activities required to maintain those levels of service;
- community priorities for future works; and
- financial strategy.

SCHEDULE G – Housing Report

1. Housing Needs Assessments

- 1.1 By March 31, 2025, or otherwise agreed upon, the single-tier or lower-tier municipalities with a 2021 Census population of 30,000 or more are required to complete and make available to Canada a Housing Needs Assessment (HNA) prepared according to guidance provided by Canada. Ultimate Recipients that have already completed HNAs after April 1, 2019, may submit existing HNAs, if they meet the requirement outlined in the HNA guidance. The Capacity Building Category under CCBF can be used to support the preparation or updating of HNAs.
- 1.2 HNAs should be used by municipalities to prioritize, where possible, infrastructure projects that support increased housing supply where it makes sense to do so. HNAs will be used by AMO and Toronto in preparing the Project-Level Housing Report and the Housing Narrative of the CCBF Outcomes Report in order to identify housing pressures related to infrastructure.
- 1.3 HNAs must be made publicly available on the municipal website and AMO will provide links to the page where the HNAs are posted to Canada for all single-tier and lower-tier municipalities that have a 2021 Census population of 30,000 or more.
- 1.4 A separate HNA Guidance Document will be provided by Canada.

2. Housing Report

2.1 Report on Statement of Priorities

Ontario will provide Canada a letter on progress toward meeting the commitments set out in the Statement of Priorities. This letter should include an update on which commitments have been achieved, or an update on progress with timelines on the actions or initiatives on increasing housing supply and improving housing affordability.

2.2 Project-Level Housing Report

By September 30 of each year, AMO and Toronto will each provide Canada a Housing Report in an electronic format deemed acceptable by Canada consisting of the following:

2.2.1 Methodology

AMO and Toronto will provide a description of the process used to collect data and information presented in the Housing Report. The methodology section should include the following information:

- Scope of the report and related rationale.
- Reporting process used to collect data from Ultimate Recipients.
- Identification of baseline data and other data sets used for the purposes of the report and which data has been excluded.
- How performance indicators were assessed in Ontario.

2.2.2 Municipalities Identified for Project-Level Reporting

Criteria for Project-Level Reporting

Ultimate Recipients falling under one of the following categories must be included in Table 1 (below) to provide project-level data on housing requirements to AMO and Toronto, where it makes sense to do so, for inclusion in the Housing Report that will be submitted by Ontario, AMO and Toronto to Canada.

- Ultimate Recipients that have identified housing pressures that can be addressed through closing infrastructure gaps or capacity building; and
- Ultimate Recipients, single-tier and lower-tier municipalities, with a population of 30,000 or more; and additional Ultimate Recipients as mutually agreed to by Canada, Ontario, AMO, and Toronto.

Ultimate Recipients that do not meet these criteria may additionally be included at the discretion of AMO but are not required by Canada to include project-level data in the annual Housing Report.

AMO and Toronto will be expected to consolidate project-level information from the Ultimate Recipients identified by the above criteria to report to Canada annually.

The following table (**Table 1**) is to be used as a template to identify municipalities required to provide project-level reporting and to identify housing pressures related to infrastructure needs. Housing pressures should be consistent with needs and pressures identified by Ultimate Recipients in their HNAs. AMO and Toronto will provide an aggregate of this table to Canada in their annual Housing Report.

Ultimate Recipient	Project Level Reporting Criteria	Key Infrastructure-Related Housing Pressures
<i>Name of the municipality/Community</i>	<i>Identify which criteria as noted above applies</i>	<i>Identify key housing gaps and needs that are related to infrastructure</i>

Table 1: Ultimate Recipients Identified for Project Level Reporting

2.2.3 Project-Level Housing Outcomes

For municipalities meeting the above criteria of Section 2.2.2 and included in Table 1, AMO and Toronto are required to collect project-level data on housing outcomes and to complete the table below (Table 2) on an annual basis.

Table 2 is intended to link the housing pressures identified in Table 1 and in HNAs with outcomes supported by CCBF projects that can help Ultimate Recipients to address their specific housing pressures. More specifically, Table 2 is to be completed by Ultimate Recipients outlined in Section 2.2.3. It will include a subset of the projects from the above project list and this subset represents projects with housing outcomes.

Project ID	Ultimate Recipient	Project Title	Project Description	Investment Category	Housing Outcomes and Indicators
<i>As provided in program reporting (Schedule D)</i>	<i>As provided in Table 1</i>	<i>As provided in program reporting (Schedule D)</i>	<i>Provide a brief description of the project</i>	<i>Indicate which CCBF category the project falls under</i>	<i>Identify key housing outcomes and indicators (section 2.2.3.1) that will be used to measure success.</i>

Table 2: Project-Level Reporting on Housing Outcomes

2.2.3.1 Housing Outcome Indicators

For each of the projects listed in Table 2, AMO and Toronto shall report on the following core indicators, as relevant to each investment category.

- # of housing units enabled, supported or preserved; and
- # of affordable housing units enabled, supported or preserved.

3. Housing Narrative in the CCBF Outcomes Report

By March 31 each year, AMO and Toronto shall provide Canada with a narrative report on program-level housing outcomes. This narrative report will be aligned with and incorporated into the annual CCBF Outcomes Report.

The housing narrative should outline how CCBF was used to address housing pressures within the province’s jurisdiction, over the reporting period, and steps taken by Ontario, AMO and Toronto and Ultimate Recipients to unlock supply and improve affordability for Canadians. It should also link to identified needs in Ultimate Recipients’ Housing Needs Assessments once they have been developed.

The housing narrative should describe how CCBF funding has alleviated housing pressures tied to infrastructure gaps and contributed to housing supply and affordability outcomes. More specifically, AMO and Toronto must include in their Outcomes Report a narrative assessment of measures they have taken to improve housing outcomes through CCBF funded infrastructure projects as applicable. This should include:

- How Ultimate Recipients have prioritized specific infrastructure investments that are unlocking an increased supply of housing;
- Steps taken to preserve and/or increase supply and mix of affordable housing; and
- How Ultimate Recipients are utilizing CCBF funding to build local capacity for sound land use and development planning.

This housing narrative must also include responses to the following questions:

- How many or what percentage of projects from the total CCBF project list contribute to an increase in housing supply and how many housing units were enabled, supported or preserved (as outlined in 2.2.3.1)?
- What percentage of total housing units enabled or preserved are affordable?

- How many communities have published a new Housing Needs Assessment or an updated one within the last 5 years?

For further information and details on the housing narrative portion of the Outcomes Report please refer to the Housing Report Template and Guidance document.

4. Assessment of the Housing Reports and Compliance

4.1 Assessment of Housing Reports

Both the project-level housing report and the housing narrative on program-level housing outcomes will be assessed against the Government of Canada's Evaluation Framework as well as HNAs.

4.2 Compliance

Failure to comply with the terms of this Schedule will require compliance actions to address the compliance issue. Compliance actions may include notification of the failure to comply, discussions to bring Ontario, AMO and Toronto or Ultimate Recipient into compliance as well as withholding funding until the failure to comply is addressed.

Repeated or sustained failures to comply with the terms of this Schedule could result in downward adjustment of allocations for Ontario, AMO and Toronto or Ultimate Recipient for future Infrastructure Canada programs.

SCHEDULE H – Unincorporated Areas

1. Eligible Project Categories

1.1 Eligible Projects for the Unincorporated Areas will be limited to investments in Infrastructure for its construction, renewal or material enhancement in the following categories:

- a) Local roads and bridges – roads, bridges, tunnels and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- b) Capacity building - includes investments related to strengthening the ability of Ontario to develop long-term planning practices for Unincorporated Areas.

2. Eligible Expenditures

2.1 Project Expenditures

Eligible Expenditures of Ontario related to Eligible Projects described in Section 1.1 (Eligible Project Categories) of Schedule H (Unincorporated Areas) in the Unincorporated Areas will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) for the capacity building category only, the expenditures related to strengthening the ability of Ontario to improve local and regional planning for Unincorporated Areas, including capital investment plans, integrated community sustainability plans, integrated regional plans, and asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, systems, software, third-party assessments, plans, or training related to asset management; and
 - ii. studies, strategies, or plans related to the long-term management of infrastructure.
- c) expenditures directly associated with joint federal communication activities and with federal project signage.

2.2 Administrative Expenditures

Administrative expenses of Ontario related to program delivery and implementation of this Administrative Agreement, in accordance with Section 4 (Administrative Expenses) of Annex B (Terms and Conditions) are Eligible Expenditures.

3. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005, for local roads and bridges projects;
- b) project expenditures incurred before April 1, 2014, for capacity building projects;
- c) the cost of leasing of equipment by Ontario, any overhead costs, including salaries

and other employment benefits of any employees of Ontario, direct or indirect operating or administrative costs of Ontario, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by Ontario, except in accordance with Eligible Expenditures above;

- d) taxes for which Ontario is eligible for a tax rebate and all other costs eligible for rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees;
- g) routine repair or maintenance costs; and
- h) costs associated with healthcare infrastructure or assets.

4. Requirements in Unincorporated Areas

4.1 Ontario, as administrator for the delivery of any CCBF funding that may be provided by Canada for the benefit of Unincorporated Areas, will:

1. Ensure the CCBF funds are invested solely in respect of projects related to capital investments in local roads and bridges for the benefit of Unincorporated Areas and only in respect of the Eligible Expenditures described in section 2 (Eligible Expenditures) of Schedule H (Unincorporated Areas).
2. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
3. Be responsible for the completion of each Eligible Project in accordance with Section 1 (Eligible Project Categories), Section 2 (Eligible Expenditures) and Section 3 (Ineligible Expenditures) of Schedule H (Unincorporated Areas).
4. Invest, in a distinct account, CCBF funding it receives in advance of it paying Eligible Expenditures. CCBF funding may be retained longer than five (5) years after the end of the year in which CCBF funding was received.
5. 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.
6. Award and manage all contracts for the supply of services and/or material to the project in accordance with Ontario's relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
7. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
8. Ensure that its actions do not establish or be deemed to establish a partnership, joint

venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and Ontario, or between Canada and a Third Party.

9. Ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
10. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies, will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
11. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement will extend for seven (7) years beyond such expiration or termination, with the exception of the requirement set out in 12 above, which will extend beyond the expiration or termination of this Administrative Agreement.

5. Communications

- 5.1 Ontario will manage communications and related requirements in accordance with Schedule E (Communications Protocol) with respect to the Unincorporated Areas.
- 5.2 The specific requirements for communications activities in Schedule E (Communications Protocol), including those that will be set out within the joint communications approach outlined in Section 2 of the Communications Protocol for the purpose of establishing appropriate and reasonable requirements for federal visibility, will take into account the financial value and duration of the Eligible Projects, the remoteness of these communities and the capacity to mount joint communications activities, such as events and announcements.
- 5.3 Joint media products will be developed by Canada in collaboration with Ontario. Ontario will be responsible for fact verification of project details and for seeking and approving Ontario or Local Roads Board statements included in such products.

6. Reporting

Reporting requirements under the CCBF for the Unincorporated Areas consist of an Annual Report and an Outcomes Report which will be submitted to Canada for review and acceptance. The reporting year is April 1 to March 31.

6.1 Project List

Ontario will maintain, and provide to Canada a project list, as available but at minimum by September 30 of each year, containing the following elements: unique project identifier, Ultimate Recipient, project title, project description, investment category, project start date, project end date, geo-location, total project cost, CCBF funding spent and output indicator. A template will be provided by Canada.

6.2 Audited Financial Report

By September 30 of each year, Ontario will provide to Canada a financial report in an electronic format deemed acceptable by Canada consisting of the following:

a) Financial Report Table:

The financial report table will be submitted in accordance with the following template.

Annual Report Financial Table	Annual	Cumulative
	20xx - 20xx	2024 - 20xx
Ontario		
Opening Balance ³	\$xxx	\$xxx
Received from Canada	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Administrative Cost	(\$xxx)	(\$xxx)
Spent on Eligible Projects	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	\$xxx

b) Independent Audit or Audit Based Attestation:

Ontario will provide an independent audit opinion, or an attestation based on an independent audit and signed by a senior official designated in writing by Ontario, as to:

- a) the accuracy of the information submitted in the Financial Report Table; and
- b) that CCBF funding and Unspent Funds, and any interest earned thereon, were expended for the purposes intended.

6.3 Outcomes Report

By March 31, 2029, and March 31, 2034, Ontario will provide to Canada an Outcomes Report that will outline the following program benefits:

- a) beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) the impact of CCBF as a predictable source of funding; and
- c) progress made on improving planning and asset management in Unincorporated Areas.

The Outcomes Report will present a narrative on how each program benefit is being met. A template and guidance document will be provided by Canada.

³ For the 2024-2025 Audited Financial Report this means the amount reported as unspent by Ontario in the 2023-2024 Annual Expenditure Report (as defined under the 2014 to 2024 Administrative Agreement).

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE CITY OF VAUGHAN

(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 City of Vaughan
2141 Major Mackenzie Dr.
Vaughan, ON L6A 1T1

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 CITY OF VAUGHAN

By:

Name: Michael Coroneos
Title: Chief Financial Officer and City
Treasurer

Date

Name: Todd Coles
Title: City 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 CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER XXX-2024

A by-law to authorize the execution of the Municipal Funding Agreement between the Corporation of the City of Vaughan (the “City”) and the Association of Municipalities of Ontario (“AMO”), related to the renewal of the Administrative Agreement for the Transfer of the Canada Community-Building Fund (“CCBF”), formerly known as the Federal Gas Tax Fund.

WHEREAS sections 198 and 199 of the *Budget Implementation Act, 2021, No. 1, S.C. 2023, c. 26* provides that the Federal Gas Tax Fund be renamed to Canada Community-Building Fund;

AND WHEREAS AMO has informed municipalities of the renewed ten-year Administrative Agreement between AMO, the Government of Canada (“**Canada**”), the Ministry of Municipal Affairs and Housing (“**Ontario**”), and the City of Toronto (“**Toronto**”) by which AMO would administer the Fund on behalf of other participating municipalities (the “**Administrative Agreement**”);

AND WHEREAS the City wishes to participate in the renewal of the Administrative Agreement for the administration of the Canada Community-Building Fund established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act, S.C. 2011, c. 24*;

AND WHEREAS the City acknowledges that the Administrative Agreement will have a ten-year term to expire March 31, 2034, unless otherwise amended, reviewed or terminated;

AND WHEREAS the City wishes to enter into a Municipal Funding Agreement with AMO under which AMO will provide appropriated funds and directives to the City with respect to expenditures and projects deemed eligible for the purpose of federal infrastructure programs (the “**Municipal Funding Agreement**”);

AND WHEREAS all parties to the renewed Administrative Agreement attest that previous funding agreements were successful in creating and optimizing the asset management and sustainability standards of CCBF Ultimate Recipients such as the City, therefore maximizing infrastructure investments;

AND WHEREAS the City Treasurer confirms that CCBF remains in compliance with the City's investment policies, capital policies and objectives, including the treatment of CCBF received, unspent CCBF funds, and interest earned;

NOW THEREFORE the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

1. Council delegates authority to the City Clerk and City Treasurer to execute the Municipal Funding Agreement, on behalf of the City, in a form satisfactory to the City Clerk, Legal Services and City Treasurer for the transfer of the Canada Community-Building Fund from the Association of Municipalities of Ontario to the Corporation of the City of Vaughan and as set out in the Administrative Agreement for the administration of the Canada Community-Building Fund.
2. The City Treasurer is hereby authorized to receive and appropriate CCBF for and on behalf of the City in accordance with schedules of the Municipal Funding Agreement as follows: the (a) Eligible Investment Categories established in Schedule A, (b) Eligible Expenditures in Schedule B, and (c) Ineligible Expenditures in Schedule C.
3. The City Clerk and City Treasurer will facilitate City efforts towards meeting AMO obligations for The Annual Report, including audits and attestation, as well as project listings, as set out in Schedule D of the Municipal Funding Agreement.
4. The City Clerk and City Treasurer will facilitate City efforts towards meeting AMO obligations for Communications Requirements in Schedule E of the Municipal Funding Agreement, including events and announcements regarding annual CCBF funding allocations, as well as the Housing Report in Schedule G of the Administrative Agreement.
5. The City Clerk and City Treasurer are hereby authorized to take all actions required and execute all other ancillary agreements or documents in the name of the Corporation of the City of Vaughan to perform the obligations under the Municipal Funding Agreement and/or the Administrative Agreement, in a form satisfactory to Legal Services.

Voted in favour by City of Vaughan Council this 25th day of June, 2024.

Steven Del Duca, Mayor

Todd Coles, City Clerk

Authorized by Addendum 1 of Council.

Report adopted by Vaughan City Council on June 25, 2024.

City Council voted in favour of this by-law on June 25, 2024.

Approved by Mayoral Decision MDC XXX-2024 dated June 25, 2024.

Effective Date of By-Law: June 25, 2024