



City of Hamilton
AUDIT, FINANCE AND ADMINISTRATION COMMITTEE
AGENDA

Meeting #: 24-017
Date: October 3, 2024
Time: 9:30 a.m.
Location: Council Chambers
Hamilton City Hall
71 Main Street West

Tamara Bates, Legislative Coordinator (905) 546-2424 ext. 4102

1. CEREMONIAL ACTIVITIES

2. APPROVAL OF AGENDA

(Added Items, if applicable, will be noted with *)

3. DECLARATIONS OF INTEREST

4. APPROVAL OF MINUTES OF PREVIOUS MEETING

4.1 September 19, 2024

5. COMMUNICATIONS

6. DELEGATION REQUESTS

7. DELEGATIONS

8. STAFF PRESENTATIONS

9. CONSENT ITEMS

9.1 Proposed Federal Development Charges Freeze Impact (FCS24029) (City Wide)

10. DISCUSSION ITEMS

Members of the public can contact the Clerk's Office to acquire the documents considered at this meeting, in an alternative format.

10.1 2024-2034 Canada Community-Building Fund (CCBF) Agreement (FCS24027) (City Wide)

- 11. MOTIONS
- 12. NOTICES OF MOTION
- 13. GENERAL INFORMATION / OTHER BUSINESS
- 14. PRIVATE AND CONFIDENTIAL
- 15. ADJOURNMENT



AUDIT, FINANCE AND ADMINISTRATION COMMITTEE MINUTES 24-016

9:30 a.m.

September 19, 2024

Council Chambers

Hamilton City Hall

Present: Councillors T. Hwang (Chair), J. Beattie (virtually), B. Clark, C. Kroetsch, M. Spadafora, M. Tadeson, A. Wilson, and M. Wilson

THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:

1. Corporate Real Estate: Leases and Licensing Audit (AUD24005) (City Wide) – REVISED (Added Item 8.1(a))

(Kroetsch/A. Wilson)

- (a) That the Management Response, as detailed in Appendix “B” to Report AUD24005 be approved; and
- (b) That the General Manager of Planning and Economic Development, the General Manager of Public Works, the General Manager of Finance and Corporate Services, and the General Manager of Community Services be directed to implement the Management Responses (attached as Appendix “B” to Report AUD24005) and report back to the Audit, Finance and Administration Committee with ***an interim status report on the recommendations by end of January 2025 and with a final report*** by March 2025 on the nature and status of actions taken in response to the audit report.

Result: Main Motion As Amended, CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

2. CONSENT ITEMS (Items 9.1 and 9.2)

(Spadafora/Tadeson)

That the following Consent Items, be received:

- (a) Annual Tax Arrears as of December 31, 2023 (FCS24020) (City Wide) (Item 9.1)
- (b) Annual Assessment Appeals as of December 31, 2023 (FCS24021) (City Wide) (Item 9.2)

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

3. Governance Review Sub-Committee Report 24-001 (September 13, 2024) (Added item 10.1)

(Kroetsch/Spadafora)

- (a) **Council Access to Records (FCS23078) (City Wide) (Item 9.1)**

That Report FCS23078, respecting Council Access to Records, be received.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

4. Ward 2 Community Grants - Q3 2024 - 2 (Ward 2) (Item 11.1)

(Kroetsch/Spadafora)

WHEREAS, the Ward 2 Community Grants program closed for Q2 on August 9, 2024 with a total of 17 applications;

WHEREAS, City staff in Financial Planning, Administration and Policy and Community Engagement - Grants reviewed the recommendations from the Ward 2 Community Grants program and found that the following were all eligible; and

WHEREAS, the following \$39,670 in 14 individual grants represents the fulfilment of Q3 - 2024 of the Ward 2 Community Grants program.

THEREFORE, BE IT RESOLVED:

- (a) That art and sensory protection supplies, refreshments, seating rentals, and security for A Chance to Dance! be funded to Art Gallery of Hamilton from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$2,950;
- (b) That costs associated with a movie night in Beasley Park, a BNA sponsored pizza lunch at Dr. Davey School, and a Beasley focused heritage brochure be funded to the Beasley Neighbourhood Association from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$2,060;
- (c) That nutritional supplements and incontinence products be funded to Cancer Assistance Program from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$5,000;
- (d) That gardening tools for the purpose of maintaining the gardens at Magnolia Hall be funded to the Durand Neighbourhood Association from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$1,165;
- (e) That program expenses related to events in Ward 2, including bussing, equipment, snacks, insurance, and coaching costs be funded to Fit Active Beautiful Foundation from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$2,725;
- (f) That stage and chair rental costs for the Festival of Racalmutese be funded to Fratellanza Racalmutese Italian Club from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;
- (g) That costs associated with installing a pollinator garden and running an education and plant giveaway event in the North End be funded to Green Venture from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,500;
- (h) That costs associated with Ilumini Choral Intensive, including facility rental and camp accommodations, be funded to Hamilton Children's Choir from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;

- (i) That costs associated with acquiring donor management software and organizing fundraising initiatives be funded to Hamilton Literary Festival Association from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;
- (j) That sound and lighting costs at Eclectic Local and scholarships for low income participants at Musical Futures Summer Camp be funded to Hamilton Music Collective from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;
- (k) That the facilitation of a strategic fundraising plan for Open Homes Hamilton be funded to IAFR Canada from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$1,250;
- (l) That costs associated with Take Back the Night 2024, including staffing, truck rental, table rental, and security funded to Sexual Assault Centre (Hamilton and Area) from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;
- (m) That the rehearsal space rental and contracted theatre coaches and specialists be funded to Shakespearience Performing Arts from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$1,820;
- (n) That transportation support and program supplies for spectrum programming be funded to YWCA Hamilton from the Ward 2 Capital Discretionary Account #3302309200 at an upset limit, including contingency, not to exceed \$3,200;
- (o) That any funds allocated and distributed through the Ward 2 Community Grants Program be exempt on a one-time basis and not be counted toward any formula that restricts regular funding from the City including the City Enrichment Fund or the One-Time Enhancement Grant (e.g. the City's 30% formula); and
- (p) That the Mayor and City Clerk be authorized and directed to execute any required agreement(s) and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson

YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

5. Ward 13 Community Grants Q2/Q3 2024 (Added Item 11.2)

(A. Wilson/Spadafora)

WHEREAS, the Ward 13 Community Grants program closed for Q2/3 on July 26, 2024 with a total of 8 applications;

WHEREAS, City staff in Financial Planning, Administration and Policy and Community Engagement - Grants reviewed the recommendations from the Ward 13 Community Grants program and found that 8 applications were eligible and approved for Q2/3; and

WHEREAS, the following \$31,350 constitutes the complete issuance of community grants for Q2/Q3 2024.

THEREFORE, BE IT RESOLVED:

- (a) That up to \$4750 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to St. Joseph's Villa to cover costs associated with a new fridge for their kitchen;
- (b) That up to \$5000 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Friends of St Albans Church, Rockton, ON, to cover costs associated with the repair of their historical belfry and organ;
- (c) That up to \$3300 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Dundas Little Theatre to cover costs associated with their children and youth community theatre programs;
- (d) That up to \$3,000 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Dundas Cactus Parade to cover the costs associated with bringing in youth musicians and supporting local youth marching arts initiatives;
- (e) That up to \$2800 be allocated the Ward 13 Non-property tax Revenue account (3301609613) to Routes Youth Centre to fund their adolescent/youth employment readiness program;
- (f) That up to \$4,000 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Dundas Museum and Archives as fundholder to support the provision of My Walks of Art, an artistic walking guidebook focused on Dundas heritage, to libraries and residential aged care facilities in the ward, and to support author talks at the same;
- (g) That up to \$4500 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Dundas Terry Fox Run, to offset the organizing costs associated with hosting the Terry Fox Run in the Dundas Driving Park;

- (h) That up to \$4,000 be allocated from the Ward 13 Non-property tax Revenue account (3301609613) to the Dundas Lawn Bowling Club to cover costs associated with replacing their air conditioning systems;
- (i) That any funds allocated and distributed through the Ward 13 Community Grants Program be exempt on a one-time basis and not be counted toward any formula that restricts regular funding from the City including the City Enrichment Fund or the One-Time Enhancement Grant (e.g. the City's 30% formula); and
- (j) That the Mayor and City Clerk be authorized and directed to execute any required agreement(s) and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 2)

The Committee Clerk advised of the following changes to the agenda:

8. STAFF PRESENTATIONS

8.1(a) Corporate Real Estate: Leases and Licensing Audit (AUD24005)
(City Wide) - REVISED

10. DISCUSSION ITEMS

10.1 Governance Review Sub-Committee Report 24-001 (September 13, 2024)

12. NOTICES OF MOTION

12.1 Ward 13 Community Grants Q2/Q3 2024

(A request to waive the rules will be introduced.)

(A. Wilson/Kroetsch)

That the agenda for the September 19, 2024 Audit, Finance and Administration Committee meeting, be approved, as amended.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)

(i) Approval of Minutes of Previous Meeting (Items 4.1)

(Tadeson/Spadafora)

That the Minutes of September 5, 2024 be approved, as presented.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

(d) STAFF PRESENTATIONS (Item 8)

(i) Corporate Real Estate: Leases and Licensing Audit (AUD24005) (City Wide) - REVISED (Added Item 8.1(a))

(1) Charles Brown, Auditor General, addressed Committee respecting Corporate Real Estate: Leases and Licensing Audit, with the aid of a presentation.

(Kroetsch/A. Wilson)

That the presentation from Charles Brown, Auditor General, respecting Corporate Real Estate: Leases and Licensing Audit, be received.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

(2) (Kroetsch/A. Wilson)

- (a) That the Management Response, as detailed in Appendix “B” to Report AUD24005 be approved; and
- (b) That the General Manager of Planning and Economic Development, the General Manager of Public Works, the General Manager of Finance and Corporate Services, and the General Manager of Community Services be directed to implement the Management Responses (attached as Appendix “B” to Report AUD24005) and report back to the Audit, Finance and Administration Committee by March 2025 on the nature and status of actions taken in response to the audit report.

(3) (Clark/Tadeson)

That subsection (b) of Report AUD24005, be **amended** as follows:

- (b) That the General Manager of Planning and Economic Development, the General Manager of Public Works, the General Manager of Finance and Corporate Services, and the General Manager of Community Services be directed to implement the Management Responses (attached as Appendix “B” to Report AUD24005) and report back to the Audit, Finance and Administration Committee with ***an interim status report on the recommendations by end of January 2025 and with a final report*** by March 2025 on the nature and status of actions taken in response to the audit report.

Result: Amendment CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

For disposition of this matter, refer to Item 1.

(e) **NOTICES OF MOTION (Item 12)**

(i) **Ward 13 Community Grants Q2/Q3 2024 (Added Item 12.1)**

(A. Wilson/Spadafora)

That the Rules of Order be waived to allow for the introduction of a Motion respecting Ward 13 Community Grants Q2/Q3 2024.

Result: Motion CARRIED by a 2/3 Majority vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora

For disposition of this matter, refer to Item 5.

(f) **ADJOURNMENT (Item 15)**

(Spadafora/Tadeson)

That, there being no further business, the Audit, Finance and Administration Committee, be adjourned at 11:37 a.m.

Result: Motion CARRIED by a vote of 8 to 0, as follows:

YES - Ward 1 Councillor Maureen Wilson
YES - Ward 2 Councillor Cameron Kroetsch
YES - CHAIR - Ward 4 Councillor Tammy Hwang
YES - Ward 9 Councillor Brad Clark
YES - Ward 10 Councillor Jeff Beattie
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 14 Councillor Mike Spadafora


Respectfully submitted,

Councillor Tammy Hwang, Chair
Audit, Finance and Administration
Committee

Tamara Bates
Legislative Coordinator
Office of the City Clerk



INFORMATION REPORT

TO:	Mayor and Members Audit, Finance & Administration Committee
COMMITTEE DATE:	October 3, 2024
SUBJECT/REPORT NO:	Proposed Federal Development Charges Freeze Impact (FCS24029) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Ailish Brooke (905) 546-2424 Ext. 6875
SUBMITTED BY:	Kirk Weaver Acting Director, Financial Planning, Administration & Policy
SIGNATURE:	

COUNCIL DIRECTION

Not Applicable

INFORMATION

The Canada Housing Infrastructure Fund

In April 2024, the Canadian federal government launched the \$6 B Canada Housing Infrastructure Fund (“CHIF”) to be made available to provinces / municipalities if certain criteria are met. This program was included in the Federal 2024 Budget. The purpose of Report FCS24029 is to provide an overview of the proposed three-year Development Charges (DCs) freeze as part of this initiative and how execution may affect the City’s DC revenues based on the information available to date. While there is currently limited information regarding implementation, it is prudent for Council to be aware of the possible implications throughout the City of Hamilton’s 2025 budget deliberation process.

The intention of the CHIF is to accelerate the construction and upgrading of housing-enabling water, wastewater, stormwater and solid waste infrastructure that will directly enable new housing supply and help improve densification. Of the \$6 B CHIF, \$1 B is directed to municipalities to support urgent infrastructure needs that will directly support the creation of more housing and the remaining \$5 B will be distributed to participating provinces. Provinces would be eligible to receive funding from the CHIF if they enter into an agreement with the federal government committing to:

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SUBJECT: Proposed Federal Development Charges Freeze Impact (FCS24029)
(City Wide) – Page 2 of 4

- Permit four units as-of-right per lot;
- Adopt new National Building Code provisions related to accessibility, affordability and climate considerations;
- Implement as-of-right construction standards outlined in a Housing Design Catalogue which is currently being developed;
- Institute measures from the Home Buyers' Bill of Rights and Renters' Bill of Rights; and
- Freeze DC rates at April 2, 2024 for municipalities with populations exceeding 300,000 for a period of three years.

It is unknown if the distribution of funds received from the CHIF would be subject to the discretion of the Province or mandated through the applicable agreement. If an agreement is not reached between the provincial and federal governments by January 1, 2025, the federal government has stated that they will seek to work directly with eligible municipalities that comply with the conditions of the CHIF.

The Province of Ontario has not yet entered into an agreement with the federal government and neither the provincial nor federal government has entered into discussions with the City on this matter. Staff will report back to Council with a recommendation if the federal government engages the City to enter an agreement directly. Additionally, no intake or application process has been announced regarding access to the \$1B that has been allocated for urgent infrastructure needs.

Implications of a Development Charges Rate Freeze

Instituting a DC rate freeze has the potential to pose significant fiscal challenges for the City. Table 1 provides a comparison between the DC rates in effect as of April 2, 2024 (the proposed date for the DC rate freeze) and the DC rates that took effect on June 1, 2024 through the adoption of DC by-law 24-072.

Table 1: Development Charges Rate Comparison

	Rate at April 2, 2024 (\$)	Rate at June 1, 2024 (\$)	Infrastructure funding shortfall / Unit (\$)
Single Family Dwelling	66,964	91,663	24,669
Non-Residential Rate/ Square Foot	28.01	41.19	13.18

Note: The rates presented are the full calculated rates, exclusive of any statutory or discretionary exemptions / reductions which may apply.

SUBJECT: Proposed Federal Development Charges Freeze Impact (FCS24029)
(City Wide) – Page 3 of 4

Staff has projected the potential lost DC revenue to be between \$44 M and \$89 M annually dependent upon the level of growth that is experienced. Table 2 outlines the projected shortfalls of the proposed DC freeze for three economic growth scenarios: low growth, budgeted growth and high growth based on the City of Hamilton 2024 budget and growth estimates prepared in association with Watson & Associates Economists Ltd. for the 2024 DC Background Study.

Table 2: Development Charges Rate Freeze Funding Shortfall Projections

	Annualized Infrastructure Funding Shortfall (\$)	3-Year Infrastructure Funding Shortfall (\$)
Low Growth 1,250 Single Family Dwelling Equivalents 1 M ft ² Non-Residential	44,053,750	132,161,250
Budget Growth 2,000 Single Family Dwelling Equivalents 2 M ft ² Non-Residential	75,758,000	227,274,000
High Growth 2,770 Single Family Dwelling Equivalents 1.56 M ft ² Non-Residential	89,000,227	267,000,680

The *Development Charges Act, 1997* (DC Act), requires municipalities to fund legislated DC exemptions. It is presumed that some of the funding shortfall would be mitigated by contributions from the CHIF. The DC Act is a Provincial statute and would require amendment in order for the proposed DC rate freeze to be mandated.

It is unknown how the freeze would be applied to developments which had building permits issued between April 2, 2024 and the date that a freeze would take effect. Should staff be required to recalculate all DCs for permits issued since April 2, 2024, staff will report to Council on requirements, processes and resources.

It is imperative that the magnitude of contributions from the CHIF far outstrip the foregone DCs that will need to be offset by tax and water rate increases, assuming no direct offsetting funding from the Federal and/or Provincial governments.

SUBJECT: Proposed Federal Development Charges Freeze Impact (FCS24029)
(City Wide) – Page 4 of 4

Conclusion

The federally funded CHIF is designed to accelerate the construction and upgrading of housing-enabling water, wastewater, stormwater and solid waste infrastructure that will directly enable new housing supply and help improve densification. Based on staff's assessment of one piece of this proposal, the proposed three year DC freeze, while this initiative could alleviate financial barriers for developers, it remains unconfirmed whether sufficient compensation from the Federal government to offset lost DC revenue will be provided. Without sufficient compensations, the financial burden for growth infrastructure may shift to tax and ratepayers. Accordingly, the City will be faced with balancing tax and rate increased with limiting what growth infrastructure can proceed within the funding capacity.

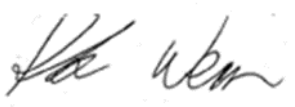
APPENDICES AND SCHEDULES ATTACHED

Not Applicable

AB/dt



CITY OF HAMILTON
CORPORATE SERVICES DEPARTMENT
Financial Services and Taxation Division

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	October 3, 2024
SUBJECT/REPORT NO:	2024-2034 Canada Community-Building Fund (CCBF) Agreement (FCS24027) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Janeen Peters (905) 546-2424 Ext. 2132
SUBMITTED BY:	Kirk Weaver Acting Director, Financial Planning, Administration and Policy Corporate Services Department
SIGNATURE:	

RECOMMENDATION(S)

- (a) That the Mayor and City Clerk be authorized to sign the renewed Municipal Funding Agreement (MFA) attached as Appendix "A" to Report FCS24027 between the City of Hamilton and the Association of Municipalities of Ontario (AMO) for the administration and transfer of the Canada Community-Building Fund (CCBF), together with all necessary associated documents, in a form satisfactory to the City Solicitor and with content acceptable to the General Manager, Finance and Corporate Services;
- (b) That the By-law to Authorize the signing of the Municipal Funding Agreement (MFA) for the transfer and administration of the Canada Community-Building Fund (CCBF) between the Association of Municipalities of Ontario (AMO) and the City of Hamilton, attached as Appendix "B" to Report FCS24027, be passed;
- (c) That a certified copy of the by-law authorizing the signing of the renewed Municipal Funding Agreement (MFA) be forwarded to the Association of Municipalities of Ontario (AMO); and
- (d) That the 2024-2034 Canada Community-Building Fund (CCBF) continue to be allocated to the Canada Community-Building Fund (CCBF) Reserve 112213 and utilized as per the annual capital financing strategy approved by Council.

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OUR Culture: Collective Ownership, Steadfast Integrity, Courageous Change, Sensational Service, Engaged Empowered Employees.

**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
(City Wide) – Page 2 of 7**

EXECUTIVE SUMMARY

The Canada Community-Building Fund (CCBF), previously called Federal Gas Tax, was established in 2005 to support municipalities with local infrastructure priorities. The “Administrative Agreement” is signed by the Government of Canada, the Government of Ontario, Association of Municipalities of Ontario (AMO) and the City of Toronto and is renewed every ten years. With the exception of the City of Toronto, the administrative duties regarding the transfer of funds to municipalities in Ontario are entrusted to the Association of Municipalities of Ontario (AMO).

On April 1, 2024 a new Municipal Funding Agreement (MFA) was approved for another ten-year period, from April 1, 2024 to March 31, 2034. To facilitate the transfer of funds from the Association of Municipalities of Ontario (AMO) to municipalities, municipalities must accept the terms and conditions of the renewed agreement.

Staff is recommending that the City pass a by-law and execute the renewed Municipal Funding Agreement (MFA) attached as Appendix “A” to Report FCS24027 which is required in order for the City to continue collecting its share of funding from the CCBF, estimated at \$396 M over the term of the Municipal Funding Agreement (MFA). This funding will be advanced in 2024 through 2033, any funds to be advanced in 2034 would fall under a future MFA.

Since the launch of this program in 2005, the City of Hamilton has received \$597 M as of December 31, 2023, of which \$489 M has been allocated to eligible capital projects throughout the City. An additional \$62 M has been approved for eligible projects in the 2024 budget, leaving \$46 M as available funding for the 2025 and future budgets.

During the previous agreement term (funding advanced in 2014 through 2023), the City used \$311 M of CCBF funding to support projects in 10 of the 17 eligible categories, see Chart 1. As the City balances the needs of its residents and the financial pressures associated with infrastructure investment, Canada Community-Building Fund (CCBF) continues to be an important source of external funding for the City of Hamilton.

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**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
(City Wide) – Page 3 of 7**

Chart 1: City Projects allocated CCBF funds by Category from 2014-2023

City of Hamilton CCBF Project Funding (2014-2023)											
Actual Expenditure \$ ('000's)											
Project Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Broadband Connectivity	-	-	-	-	-	-	-	-	-	-	-
Brownfield Redevelopment	-	-	-	-	-	-	-	-	-	-	-
Capacity Building	-	-	-	-	-	-	277	19	3	-	299
Community Energy Systems	-	-	238	2,461	1,800	45	-	-	-	-	4,544
Culture	-	-	-	-	-	1,767	2,248	500	915	-	5,430
Disaster Mitigation	-	-	988	919	1,093	3,832	916	479	404	-	8,630
Drinking Water	-	-	-	-	-	-	237	13	-	-	250
Fire Stations	-	-	-	-	-	-	-	-	-	-	-
Local Roads and Bridges	31,655	30,597	32,676	23,709	20,947	31,409	21,263	23,054	28,001	18,431	261,742
Public Transit	-	6,000	6,155	-	3,996	2,004	-	-	-	-	18,155
Recreation	-	-	-	-	-	416	596	3,191	6,145	57	10,405
Regional and Local Airports	-	-	-	-	-	-	-	-	-	-	-
Short-line Rail	-	-	-	-	-	-	-	-	-	-	-
Short-sea Shipping	-	-	-	-	-	-	-	-	-	-	-
Solid Waste	-	-	-	-	-	262	711	344	24	-	1,341
Sports	-	-	-	-	-	-	105	226	29	-	360
Tourism	-	-	-	-	-	-	-	-	-	-	-
Wastewater	-	-	-	-	-	-	-	-	-	-	-
Total Allocated	31,655	36,597	40,057	27,089	27,836	39,735	26,353	27,827	35,520	18,487	311,156

Alternatives for Consideration – N/A

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Acceptance of the renewed MFA is required for the City to be eligible to receive CCBF funding between the years 2024-2033. The City is expected to receive approximately \$396 M from the CCBF between 2024 to 2033 which will be used to fund eligible capital projects.

The City's 2024 10-year Capital Budget and financing strategy had estimated \$387 M in funding from CCBF between 2024-2033 which will be updated in the 2025 budget process to align with the most recent estimates.

Staffing: Not applicable

Legal: The attached by-law (Appendix "B" to Report FCS24027) authorizing the signing of the MFA along with a signed copy of the MFA, is required to be submitted to AMO in order to continue to receive CCBF funds under the MFA.

HISTORICAL BACKGROUND

The Canada Community-Building Fund (CCBF) previously called the Federal Gas Tax was established in 2005 which committed \$5 B to Canada's communities over a five-year period (2005-2010). The 2007 Federal Budget further committed an additional \$2 B each year from 2010 to 2014, bringing the total of national Gas Tax Funding to \$13 B over nine years as part of the initial Build Canada infrastructure plan. The 2014 MFA provided \$325 M between 2014-2023 and expanded the eligible services from seven categories to 17.

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**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
(City Wide) – Page 4 of 7**

The Canada Community-Building Fund (CCBF) is a permanent allocation of base funding for provinces and territories. Each province and territory have its own Gas Tax Fund Agreement with the Federal Government. For Ontario, the “Administrative Agreement” signed by the Government of Canada, the Government of Ontario, Association of Municipalities of Ontario (AMO) and the City of Toronto is renewed every 10 years. On April 1, 2024, the Government of Canada, the Government of Ontario, Association of Municipalities of Ontario (AMO) and the City of Toronto renewed the agreement for another 10 years (April 1, 2024 to March 31, 2034). This funding will be advanced in 2024 through 2033, any funds to be advanced in 2034 would fall under a future MFA.

The administration of these funds for Ontario municipalities, with the exception of the City of Toronto, are the responsibility of the Association of Municipalities of Ontario (AMO).

In order for the Association of Municipalities of Ontario (AMO) to transfer funds to municipalities, municipalities must agree to the terms and conditions outlined in the Municipal Funding Agreement (MFA) attached as Appendix “A” to Report FCS24027. Since the launch of this program, the City of Hamilton received \$597 M as of December 31, 2023, of which \$489 M has been spent on eligible capital projects. An additional \$62 M has been approved to fund eligible projects in the 2024 Budget, leaving \$46 M (as available funding for the 2025 and future budgets).

Canada Community-Building Fund (CCBF) has been and will continue to be a critical source of funding for the long-term financing of capital projects within the City of Hamilton.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

None

RELEVANT CONSULTATION

Legal and Risk Management Services and the City Clerk’s Office reviewed the renewed Municipal Funding Agreement (MFA) attached to Report FCS24027 as Appendix “A” and the related by-law attached as Appendix “B”, which authorizes the Association of Municipalities of Ontario (AMO) to administer the Canada Community-Building Fund (CCBF).

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**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
(City Wide) – Page 5 of 7**

ANALYSIS AND RATIONALE FOR RECOMMENDATION(S)

From 2005 to 2023, the City of Hamilton has received a total of \$597 M in Canada Community-Building Fund (CCBF). Of this amount, the City invested \$489 M in infrastructure projects from 2005 to 2023. An additional \$62 M has been approved to fund eligible projects in 2024, leaving \$46 M (not including 2024 and future years CCBF allocation (\$396 M)) as available funding for the 2025 and future budgets. The City has relied on Canada Community-Building Fund (CCBF) funding to fund major infrastructure initiatives because it is a predictable, stable and indexed source of funding provided up front to the City.

The renewed MFA agreement was approved by the Association of Municipalities of Ontario (AMO) for another 10-year period (April 1, 2024 to March 31, 2034). The terms of the new agreement and previous agreement (2014-2024 MFA) is substantially the same with minor changes. Even though some of the changes may be considered secondary, such as adding another eligible category or renaming a category (see Chart 2), others are significant in nature as they reflect the strategic priorities of the Government of Canada and the Province of Ontario. Notably, new requirements related to housing have been introduced. This is significant as municipalities struggle to address the housing crisis in their respective geographic areas. Table 1 outlines the changes between the 2014-2024 and 2024-2034 Municipal Funding Agreement (MFA).

Table 1: Changes in the 2024-2034 Municipal Funding Agreement (MFA)

Summary of Changes to the Municipal Funding Agreement (MFA)		
	2014-2024 MFA	2024-2034 MFA
Eligible categories	17 Categories	18 categories. Fire Halls added.
Renaming of category	Disaster Mitigation	Renamed “Resilience”
Eligible expenditure	Staff cost not eligible on Capacity Building	Staff costs are now eligible with limitation to Capacity Building only. This means staff costs incurred to strengthen the City’s ability to develop long-term planning is now eligible.

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**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
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Summary of Changes to the Municipal Funding Agreement (MFA) (Continued)		
	2014-2024 MFA	2024-2034 MFA
Equity	Not included	Incorporate Gender-Based Analysis Plus (GBA Plus) when undertaking projects. GBA Plus is an analytical tool used to support the development of responsive and inclusive policies, programs, and other initiatives.
Housing	Not included	Municipalities must conduct Housing Needs Assessments (HNAs). This is required for single to lower-tier municipalities with a 2021 census population of 30,000 or more by March 31, 2025 (and are encouraged for other municipalities with housing pressures). Outcomes must be reported to AMO where CCBF was a funding source. Some cost may be CCBF eligible, e.g., HNAs and studies.
Incrementality	Monitor base amount. “Base Amount” means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the <i>Development Charges Act</i> , 1997 S.O. 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.	No longer required to monitor base amount or incremental use of funds.

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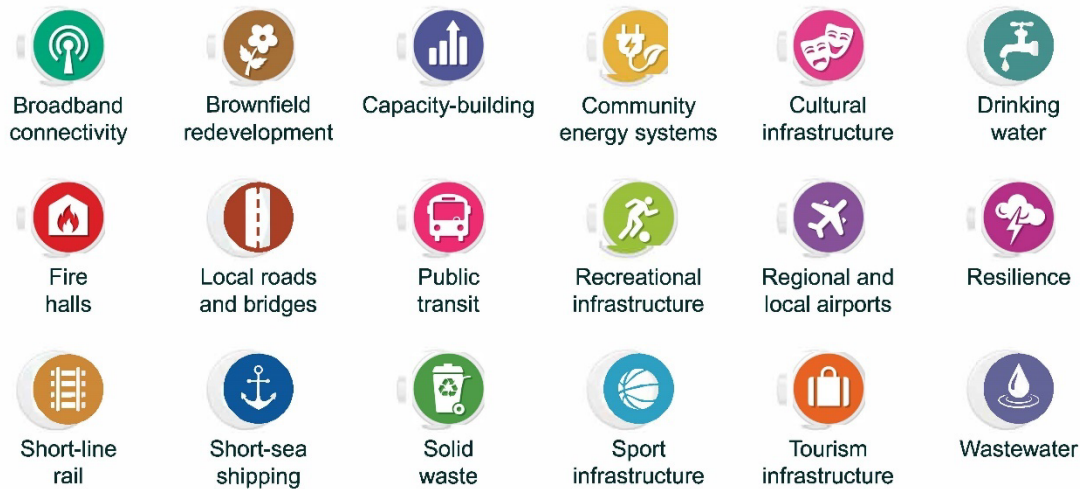
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**SUBJECT: 2024-2034 Canada Community-Building Fund (CCBF) (FCS24027)
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Chart 2: List of Eligible Project Categories

Eligible Projects

Funds can be invested across 18 categories of projects



Source: AMO, (June 2024). Renewal of the Canada Community-Building Fund, Similarities and changes, Overview of the MFA and next steps [PowerPoint slides].

ALTERNATIVES FOR CONSIDERATION

None

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report FCS24027 – Municipal Funding Agreement on the Canada Community-Building Fund between the Association of Municipalities of Ontario and the City of Hamilton

Appendix “B” to Report FCS24027 – By-law to Authorize the Signing of the 2024-2034 Municipal Funding Agreement (MFA) for the administration and transfer of the Canada Community-Building Fund (CCBF) between the Association of Municipalities of Ontario (AMO) and the City of Hamilton

JP/dt

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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 HAMILTON

(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:

Appendix “A” to Report FCS24027 Page 2 of 25

Municipal Funding Agreement on the Canada Community-Building Fund

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.

Appendix “A” to Report FCS24027

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Municipal Funding Agreement on the Canada Community-Building Fund

“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).

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Municipal Funding Agreement on the Canada Community-Building Fund

“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.

Appendix “A” to Report FCS24027

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Municipal Funding Agreement on the Canada Community-Building Fund

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.

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Municipal Funding Agreement on the Canada Community-Building Fund

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- 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.
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Municipal Funding Agreement on the Canada Community-Building Fund

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- 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.
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Municipal Funding Agreement on the Canada Community-Building Fund

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- 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.

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Municipal Funding Agreement on the Canada Community-Building Fund

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- 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

Appendix “A” to Report FCS24027
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Municipal Funding Agreement on the Canada Community-Building Fund

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 “**Indemnatee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee 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;

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- 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.

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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.

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- 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:

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- 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 Hamilton
 71 Main St. West
 Hamilton, ON L8P 4Y5

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.

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- 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.

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18. SIGNATURES

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

THE CITY OF HAMILTON

By: _____

Name: _____

Date _____

Title: _____

Name: _____

Date _____

Title: _____

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name: _____

Date _____

Title: Executive Director

Witness: _____

Date _____

Title: _____

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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

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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.

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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.

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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.

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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.

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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.

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- 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

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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,

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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.

Authority: Item X, Audit, Finance and
Administration Committee Report
24-xxx (FCS24027)
CM: October xx, 2024, City Wide
Dated:

Bill No. XXX

**CITY OF HAMILTON
BY-LAW NO. 24-XXX**

**To Authorize the Signing of the 2024-2034 Municipal Funding Agreement (MFA) for
the transfer and administration of the Canada Community-Building Fund (CCBF)
between the Association of Municipalities of Ontario (AMO)
and the City of Hamilton**

WHEREAS the Council of the City of Hamilton deems it advisable to enter into an agreement with The Association of Municipalities of Ontario (AMO) related to funding provided by the Government of Canada, to the Municipality under the Canada Community Building Fund (CCBF) Program.

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

1. The Mayor and City Clerk are hereby authorized to execute the Municipal Funding Agreement (MFA) for the transfer and administration of the Canada Community-Building Fund (CCBF) between the Association of Municipalities of Ontario (AMO) and the City of Hamilton, in a form satisfactory to the City Solicitor and with content acceptable to the General Manager of Finance and Corporate Services.
2. This By-law shall come into force on the day it is passed.

PASSED this day of October, 2024.

Andrea Horwath
Mayor

Matthew Trennum
City Clerk