



The Corporation of the Township of Billings

Council Meeting Agenda

July 16, 2024 7:00 p.m.

Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Vince Grogan, Councillor

Ian Anderson, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Todd Gordon, Deputy CAO/Municipal Project Manager

Tiana Mills, Deputy Clerk

1. Call to Order

Mayor Barker to call the meeting to order at 7:00pm.

2. Approval of Agenda

2.1. Confirm approval of the agenda.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

Motion to adopt the minutes of the following meetings of Council:

4.1. Regular Council Meeting – July 2, 2024

5. Delegation

6. Committee Reports

6.1. Members of Council are provided with an opportunity to report on Committee and Board meetings.

7. Staff Reports

7.1. BP-2024-07-05 Easement Agreement 652 Lakeshore Road - Robinson Ciesielski

7.2. MPM-2024-07-10 Asset Management

7.3. MPM-2024-07-11 Notice of Motion, Mayor Barker, Mud Creek Road Access Review

7.4. MPM-2024-07-12 Notice of Motion, Mayor Barker, Lakeshore Road Structural Review

7.5. CAO-2024-07-10 Notice of Motion, Deputy Mayor Hillyard, Speed Reduction

8. Correspondence Requiring Direction

8.1. Association of Municipalities of Ontario (AMO)/Ontario Medical Association (OMA)
Joint Health Resolution Campaign



On July 9, 2024 an email was received requesting that Council pass the following motion to recognize the physician shortage in Ontario. Staff is in support of Council passing the requested motion as follows:

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and (Northern Ontario only)

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Billings urge the Province of Ontario to recognize the physician shortage in the Township of Billings and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

9. Information

10. Accounts For Payment

- 10.1. Accounts for Payment – June 26, 2024

11. By-Laws and Agreements

- 11.1. 2024-44 Canada Community Building Fund Agreement

12. Notice of Motion

13. Closed Session

- 13.1. THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(3.1)] Educating or training members of the council, local board or committee – Procedural By-Law AND [s. 239(2)(k)] A position, plan, procedure, criteria, or instruction to be applied to negotiations – Cleaning Contract AND FURTHER returns to open session upon completion.



14. Confirmatory By-Law

14.1. By-Law No. 2024-45 Being the July 16th, 2024 Confirmatory By-Law

15. Adjournment

15.1. Motion to Adjourn

Document Accessibility

The Township of Billings is committed to providing information in the format that meets your needs. We have made every attempt to make documents for this meeting accessible but there may still be difficulty in recognizing all the information. Please contact us if you require assistance and we will make every attempt to provide this information in an alternative format.

Please note that third party documents received and found within this document will not be converted to an accessible format by the Township of Billings. However, upon request, we will attempt to obtain these documents in an appropriate accessible format from the third party.

For assistance or to make a request please call (705) 282-2611 or email tmills@billingstwp.ca



The Corporation of the Township of Billings

Council Meeting Minutes

July 2, 2024 7:00 p.m.

Kagawong Park Centre

Council

Bryan Barker, Mayor

David Hillyard, Deputy Mayor

Ian Anderson, Councillor

Michael Hunt, Councillor

Staff

Veronique Dion, CAO/Clerk

Harmony Hancock, Director of Finance/Treasurer

Todd Gordon, Deputy CAO/Municipal Project Manager

Tiana Mills, Deputy Clerk

Arthur Moran, By-Law Enforcement/Health & Safety/ Emergency Management

1. Call to Order

Mayor Barker to call the meeting to order at 7:00 pm.

2. Approval of Agenda

2.1. Confirm approval of the agenda

2024-272

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council hereby approves the agenda as amended to remove part of agenda item 13. Closed Session [s. 239(3.1)] Educating or training members of the council, local board or committee – Procedural By-Law.

Carried.

3. Disclosure of Pecuniary Interest

None.

4. Adoption of Minutes

Motion to adopt the minutes of the following meetings of Council:

4.1. Regular Council Meeting – June 18, 2024

2024-273

Moved by Hunt Seconded by Hillyard

THAT the June 18th, 2024 Regular Council Meeting minutes be adopted as presented.



Carried.

5. Delegation

None.

6. Committee Reports

6.1. Members of Council are provided with an opportunity to report on Committee and Board meetings.

No updates presented.

7. Staff Reports

7.1. EM-2024-07-02 Quarterly Emergency Management Report
2024- 274

Moved by Anderson Seconded by Hillyard

THAT the Township of Billings Council hereby receives for information, Report Number EM-2024-07-02.

Carried.

7.2. TR-2024-07-12 Quarterly Financial Update
2024- 275

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council hereby receives for information Report Number TR-2024-07-12.

Carried.

7.3. CLK-2024-07-10 Circular Materials Depot Operations Agreement
2024- 276

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council receives report CLK-2024-07-10; AND enters into a Depot Operations Agreement with Circular Materials for the Township of Billings to provide blue box services at our depots, including promotion and education and service to non-eligible sources, for the period of January 1, 2025 to December 31st, 2025 based on the terms described in this report; AND FURTHER THAT the CAO be authorized to execute the Depot Operations Agreement with Circular Materials.

Carried.

8. Correspondence Requiring Direction

None.

9. Information

None.

10. Accounts For Payment

10.1. Accounts for Payment – June 14, 2024
2024-277

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council hereby ratifies and confirms the accounts for payment dated June 14th, 2024.

Carried.

11. By-Laws and Agreements

11.1. 2024-41 The Ontario Municipal Records Management System (TOMRMS)
Compliance Services Agreement
2024-278

Moved by Hillyard Seconded by Anderson

THAT By-Law No. 2024-41 Being the Ontario Municipal Records Management System (TOMRMS) Compliance Services Agreement By-Law be read a first, second, third time and finally passed this 2nd day of July, 2024.

Carried.

11.2. 2024-42 Ontario Infrastructure and Lands Corporation Loan Application – Old
Mill Bridge (*direction from April 16, 2024 TR-2024-04-08*)
2024-279

Moved by Anderson Seconded by Hunt

THAT By-Law No. 2024-42 Being the Ontario Infrastructure and Lands Corporation Loan Application – Old Mill Bridge By-Law be read a first, second, third time and finally passed this 2nd day of July, 2024.

Carried.

12. Notice of Motion

12.1. Notice of Motion by Deputy Mayor Hillyard

THAT the Township of Billings Council hereby direct staff to draft a By-Law for the speed reduction on the following roads Pleasant Valley Road, 8th Concession, 10th Concession, Fraser Road and Newburn Road from the unposted speed limit of 80 km per hour to a posted speed reduction of 50 km per hour and secondly that the Roads department supervisor be directed to have staff install new posted speed signs of 50/km an hour as soon as possible. And that the new speed reduction on agriculture roads be advertised in the local news paper and on all social media platforms to show our support of our agriculture community in support of safer roads as identified last July 2023 by the Ontario Federation of Agriculture slow moving vehicle campaign.



12.2. Notice of Motion by Mayor Bryan Barker
THAT the Township of Billings Council hereby directs staff to review options for Mud Creek Road access.

12.3. Notice of Motion by Mayor Bryan Barker
THAT the Township of Billings Council hereby directs staff to initiate a structural review of Lakeshore Road.

13. Closed Session

2024- 280

Moved by Anderson Seconded by Hunt

THAT the Township of Billings Council hereby moves into Closed Session pursuant to [s. 239(2)(d)] Labour relations or employee negotiations, Personnel matter, AND FURTHER returns to open session upon completion.

Carried.

14. Report out of Closed Session

2024- 285

Moved by Hillyard Seconded by Hunt

THAT Mayor Barker reported a closed meeting was held where Council received a report stating that the Director of Finance/Treasurer has completed her 6-month probationary period.

Carried.

15. Confirmatory By-Law

15.1. By-Law No. 2024-43 Being the July 2nd, 2024 Confirmatory By-Law

2024-286

Moved by Hillyard Seconded by Hunt

THAT By-Law No. 2024-43 being the July 2nd, 2024 Confirmatory By-Law be read a first, second, third time and finally passed this 2nd day of July, 2024.

Carried.

16. Adjournment

16.1. Motion to Adjourn

2024- 287

Moved by Hunt Seconded by Anderson

THAT the Township of Billings Council hereby adjourn at 7:56 p.m.

Carried.



Mayor Bryan Barker

CAO/Clerk Veronique Dion



COUNCIL REPORT

Department: Building/Planning

Date: July 16, 2024

Report Number BP-2024-07-05

File: Easement Agreement – Robinson/Ciesielski

Attachment: Proposed sketch of waterline

Staff Recommendations:

THAT the Township of Billings Council hereby approves Report BP-2024-07-05 AND authorizes entering into an easement agreement with the owners of 652 Lakeshore Road for the installation of a waterline under Lakeshore Road abutting 652 Lakeshore Road AND FURTHER authorizes the appropriate By-Law coming forward.

Background:

Janice Robinson and Roman Ciesielski are the owners of 652 Lakeshore Road. They need to replace an existing waterline and have made a request to install a replacement waterline under Lakeshore Road to allow for the installation of water pipes to access water from Lake Kagawong to service their dwelling.

Discussion:

In general, municipal property including road allowances, municipal parks and other municipally owned lands shall be kept free of encroachments. Council has the authority to approve encroachments and easements under special circumstances where public safety is not affected, municipal interests are not adversely affected, and the public right of usage is not diminished by permitting the encroachment.

As illustrated in the attached sketch, the proposal is for water pipes to be buried underneath Honora Lakeshore Road to service the applicant's property. The proposed private personal water system location is not under the jurisdiction of the Township; therefore, the applicant will be required to obtain any necessary permits/permissions from the Ministry of the Environment and/or Sudbury and District Health Unit.

Staff recommend entering into an encroachment agreement with the applicants that includes the following provisions:

- Agreement to be reviewed by the municipal solicitor and registered on title;
- Any recommendations from the municipal solicitor be included in the agreement;
- All legal fees associated with the agreement be borne by the applicant. (Should the applicant wish to have their lawyer review the agreement it will be at their additional expense.);
- Applicant is responsible for the construction, installation and any on-going maintenance costs;
- Applicant provide insurance that will include the municipality as additionally insured;



-
- Applicant to provide a detailed sketch of the works to the Township indicating the location coordinates and proposed works to the satisfaction of the Township;
 - Applicant to provide confirmation of approval from the Ministry of the Environment for the works; if applicable
 - Applicant to return the lands to their original state to the satisfaction of the Township;
 - Inform the Township of the date of construction to allow the Township to have a representative present if desired to oversee the work.

Financial Impacts:

Staff is recommending that the applicant be responsible to cover all legal fees associated with the agreement and registration on title.

Alignment to Strategic Plan:

The application is not applicable to the Strategic Plan.

Alignment to the CEEP:

The application is not applicable to the CEEP

Respectfully Submitted by:

Tiana Mills, Deputy Clerk

Approved by:

Véronique Dion

652 Lakeshore Road
Kagawong, ON POP 1J0

Janice Robinson and Roman Ciesielski



NOTE: The water line will be installed approximately 30 feet away from the northern property line as per the accompanying map.



COUNCIL REPORT

Department: Municipal Project Management

Date: July 16, 2024

Report Number: MPM-2024-07-10

File: Asset Management -PSD Citywide Inc. Proposal, 2025 Regulatory Compliance (2)

Recommendation:

THAT the Township of Billings Council hereby approves Report MPM-2024-07-10; AND FURTHER approves acceptance of the quotation from PSD Citywide Inc. in the amount of \$84,755.00, plus HST, for the provision of consulting services in completing an updated and 2025 compliant Asset Management Plan, including Building Condition Assessments (BCAs).

Background:

Township staff worked with PSD Citywide, asset management consultants, beginning in late 2020, to develop the current municipal Asset Management Plan (AMP). This plan was approved by Council in February, 2022, and met all provincial regulatory requirements for phase 2 of the municipal AMP process. The final phase (Phase 3) of the current provincially regulated municipal AMP process has a deadline of July 2025, and involves completing proposed Levels of Service (LOS) for municipal assets.

Discussion:

Given the municipality's history of working with PSD Citywide on asset management thus far, Council authorized a procurement exemption, allowing for single sourcing the services in this instance (Report MPM 2024-06-08). Staff worked with PSD Citywide to refine the BCA list.

Alignment to the Strategic Plan:

Infrastructure - Ensure that current and future township assets are managed to be sustainable to meet our long-term needs.

Alignment to the CEEP:

In general, an updated and regulatory-compliant AMP, specifically with well-defined proposed Levels of Service, aligns well across the climate action areas of the CEEP, specifically buildings/facilities, transportation, and water.

Financial Impacts:

The project will have financial expenditure impact for both 2024 and 2025. Given the engagement timing (mid-autumn, 2024), the majority of the expenditure will occur in fiscal 2025, and therefore will be a necessary part of 2025 budget planning.

Respectfully Submitted By:

Todd Gordon, MPM



Reviewed By:

Véronique Dion, CAO/Clerk



COUNCIL REPORT

Department: Municipal Project Management

Date: July 16, 2024

Report Number: MPM-2024-07-11

File: Mud Creek Road Access Options Review

Recommendation:

THAT the Township of Billings Council hereby approves Report MPM-2024-07-11 AND FURTHER directs staff to review and report on options for improving access to Mud Creek Road properties.

Background:

Mud Creek Road provides access to approximately 26 seasonal shoreline properties on the Northeastern shore of the main basin of Lake Kagawong, in the Township of Billings. Additionally, the road provides seasonal access to a smaller number of rural “bush” properties.

The road crosses Mud Creek, near the Lake, via the Mud Creek Bridge. This bridge, one of three bridge structures within the municipal road network, is very near end-of-life. The last Ontario Structure Inspection Manual (OSIM) inspection, conducted in 2022, revealed that the structure had a maximum life expectancy of 5 years. Bridges and related structures, as an infrastructure category, are particularly costly to replace and maintain, because of the very high safety performance standards that must be met.

Discussion:

It may be possible to provide access to properties on Mud Creek Road without the need for expensive bridge replacement. The purpose of this staff-level review would be to examine the potential for other approaches, their comparative costs/cost-effectiveness, as well broader implications. It is important to note that this would be a scoping and review exercise; it is not an engineering study. Any costing would be at an estimate level and would be for discussion and comparison purposes only.

Alignment to the Strategic Plan:

Infrastructure - Ensure that current and future township assets are managed to be sustainable to meet our long-term needs.

Alignment to the CEEP:

There is no direct alignment to the CEEP.

Financial Impacts:

The review would involve some staff time, but otherwise there will be no specific budget impact this year. The review should inform future capital budget decisions with respect to the Mud Creek Rd. Bridge.



Respectfully Submitted By:

Todd Gordon, MPM

Reviewed By:

Véronique Dion, CAO/Clerk



COUNCIL REPORT

Department: Municipal Project Management

Date: July 16, 2024

Report Number: MPM-2024-07-12

File: Structural Review of Lakeshore Road

Recommendation:

THAT the Township of Billings Council hereby approves Report MPM-2024-07-12 AND FURTHER directs staff to research options to complete a structural review of Lakeshore Road.

Background:

Lakeshore Road provides access to a variety of rural, shoreline residential and tourist commercial properties on the North and Northeastern shoreline of Lake Kagawong, in the Township of Billings. A portion of these properties host seasonal residences but the majority are year-round residential properties. Traffic on Lakeshore Road drastically increases in the summer months due to, in part, by the tourist commercial properties (campgrounds).

Discussion:

Staff will need to research and look through archived documentation to determine what information is available on the original build of Lakeshore Road.

The purpose of this research would be to determine if there are any historical documents that would aid in an in-house review of Lakeshore Road in order to approach an outside source to determine the township's next steps. It is important to note that this would be a scoping and review exercise; it is not an engineering study.

Alignment to the Strategic Plan:

Infrastructure - Ensure that current and future township assets are managed to be sustainable to meet our long-term needs.

Alignment to the CEEP:

There is no direct alignment to the CEEP.

Financial Impacts:

The structural review would involve staff time, but otherwise there will be no specific budget impact this year. The review should inform future capital budget decisions with respect to Lakeshore Road.

Respectfully Submitted By:

Todd Gordon, MPM

Reviewed By:

Véronique Dion, CAO/Clerk



COUNCIL REPORT

Department: Chief Administrative Officer

Date: July 16, 2024

Report Number: CAO-2024-07-10

File: Notice of Motion – Deputy Mayor David Hillyard (Speed reduction)

Attachments:

Appendix A: Letter of Support from the Manitoulin/North Shore Federation of Agriculture, Appendix B: Minimum Maintenance Standards, Appendix C: Speed Policy Example

Recommendation:

THAT the Township of Billings Council hereby direct staff to draft a By-Law for the speed reduction on the following roads Pleasant Valley Road, 8th Concession, 10th Concession, Fraser Road and Newburn Road from the unposted speed limit of 80 km per hour to a posted speed reduction of 50 km per hour and secondly that the Roads department supervisor be directed to have staff install new posted speed signs of 50/km an hour as soon as possible. And that the new speed reduction on agriculture roads be advertised in the local news paper and on all social media platforms to show our support of our agriculture community in support of safer roads as identified last July 2023 by the Ontario Federation of Agriculture slow moving vehicle campaign.

Background:

At the July 2nd meeting a Notice of Motion was received by Councillor Hillyard for Council consideration. The Town has also been approached by citizens who feel that a change in the posted speed limit might be the answer to a safety problem on a specific roadway.

A letter from the Manitoulin/North Shore Federation of Agriculture has been received in support of speed limit reduction along where farm equipment and operations are prevalent and where visibility is reduced (**Appendix A**)

Section 128.1 of the Highway Traffic Act of Ontario (HTA) provides that roads within a city, town, village, police village or built-up area have a statutory speed limit of 50 km/h, unless otherwise designated. Outside of these areas, the statutory speed limit is 80 km/h, unless otherwise designated. The HTA requires that signage be placed where the speed limit varies from the statutory requirement.

Discussion:

As a municipality, safety is of the highest concern in any project we undertake, and road safety is one of the main areas where municipalities should be controlling risk. A review of speed



limits is often the first thing to be considered as a solution however changing the posted speed limit might not always be the answer, road safety initiatives could include strategies such as the widening of shoulders, the reduction of brush, the addition of lighting, etc. When reviewing a request for speed reductions, many things must be taken into consideration, especially taking into account that a reduced speed limit may mean a change in the road's class for Minimum Maintenance Standards (**Appendix B**) requirements which would decrease the requirements for patrolling, snow clearing, the treatment of icy roads, pothole management, shoulders, cracks, signage, etc. which in turn could be worse off for the residents.

The setting of reduced speed limits on streets and highways is somewhat of a science where setting unreasonable speed limits, high or low, may result in an increase of accidents and a decrease in compliance. Many studies have been done regarding the setting of speeds and most have shown that speed limits should reflect the behavior of the majority (85th percentile rule), taking into consideration risks such as entry points, types of development, pedestrian traffic, etc. Although a reduction in speed may be warranted, it is recommended that a study be completed in order to develop a speed limit policy. By putting appropriate policies in place, municipal staff can then evaluate the needs for a review before bringing individual requests to Council, ensuring a less fragmented approach to road speeds and clearer expectation by the public of where reduced speeds are required.

Initial policy development would be completed internally as we utilize our electronic speed sign to count traffic as well as track average speeds. Staff would review road conditions, entry points and build-up as well as other risk factors that should be considered. An example of a speed policy has been attached to this report as **Appendix C**.

Financial Impacts:

Staff time.

Alignment to Strategic Plan:

The Strategic Plan Final Report outlines the following priorities:

Service Excellence: Ensure good governance - Foster transparency, accountability, and engagement through clear policies and effective communication.

Community Wellbeing: Ensure safety and security – Analyze road signage and upgrade to enhance road safety

Alignment to the CEEP:

N/A

Respectfully Submitted By:

Véronique Dion, CAO/Clerk

Approved By:

Véronique Dion, CAO/Clerk

Appendix A

Manitoulin/North Shore Federation of Agriculture

July 9, 2024

To: The Mayor and Councillors of Billings Township

The Manitoulin/North Shore Federation of Agriculture (MNSFA) would like to start by thanking the council for its support of our Slow Moving vehicle sign campaign last year. That campaign identified many roads, not just in Billings, but also across the Island and the North Shore, that have a significant agricultural use. We believe these signs have helped make our farmers safer, as well as the people that drive our roads.

It is our understanding that a motion has been brought forward to council with respect to reducing speed limits on some of these same roads. MNSFA would like to express our support of the reduction of speed limits on roads where farm equipment and operations are prevalent and where visibility is reduced.

Thank you for your consideration of agricultural operations in your area.

Sincerely,



William Orford

Vice President, Manitoulin/North-Shore Federation of Agriculture

705 282-4595

for

Michael Johnston,

President, Manitoulin/North-Shore Federation of Agriculture

705 282-4189

Appendix B



Important: This version of the e-Laws website will be upgraded to a new version in the coming weeks. You can try the beta version of the new e-Laws at ontario.ca/laws-beta.



Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02

MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: [366/18](#).

Legislative History: [+]

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

(a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or

(b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

Purpose

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

Patrolling

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

Snow accumulation, roadways

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

1. Patrolling highways.
2. Performing highway maintenance activities.
3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).

(4) The depth of snow accumulation on a roadway and lane width may be determined by,

- (a) performing an actual measurement;
- (b) monitoring the weather; or
- (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).

(5) For the purposes of this section, addressing snow accumulation on a roadway includes,

- (a) plowing the roadway;
- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).

(6) This section does not apply to that portion of the roadway,

- (a) designated for parking;
- (b) consisting of a bicycle lane or other bicycle facility; or
- (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

Snow accumulation on roadways, significant weather event

4.1 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and

- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Snow accumulation, bicycle lanes

4.2 (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.
- (2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.
- (3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.
- (4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,
- (a) plowing the bicycle lane;
- (b) salting the bicycle lane;
- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or
- (f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours

5	10 cm	24 hours
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O. Reg. 366/18, s. 7.

Snow accumulation on bicycle lanes, significant weather event

4.3 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

(a) to monitor the weather in accordance with section 3.1; and

(b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

(a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and

(b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

5. (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

1. Monitor the weather in accordance with section 3.1.

2. Patrol in accordance with section 3.

3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1
ICE FORMATION PREVENTION

Class of Highway	Time
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1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2
TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

Icy roadways, significant weather event

5.1 (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Potholes

6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.

3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm ²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm ²	8 cm	7 days
2	1500 cm ²	8 cm	7 days
3	1500 cm ²	8 cm	14 days

4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

Shoulder drop-offs

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

Cracks

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days

5	180 days
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O. Reg. 366/18, s. 10 (2).

Debris

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2);

O. Reg. 47/13, s. 9.

Luminaires

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

(a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;

(b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;

(c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;

(d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

(a) a lamp, and

(b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

O. Reg. 239/02, s. 10, Table.

Signs

11. (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
 - 3.1 Load Restricted Bridge.
 - 3.2 Low Bridge.
 - 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.

7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

Regulatory or warning signs

12. (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days
3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

Traffic control signal systems

13. (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day.

O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

Traffic control signal system sub-systems

14. (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

Bridge deck spalls

15. (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

Roadway surface discontinuities

16. (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

Sidewalk surface discontinuities

16.1 (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

Encroachments, area adjacent to sidewalk

16.2 (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

- (3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.
- (4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.
- (5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.
- (6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks

16.3 (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

16.4 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

16.5 (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

Icy sidewalks, significant weather event

16.6 (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

16.7 (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

16.8 (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

- (a) when a municipality passes a by-law to close the highway or part of the highway; and
- (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

Declaration of significant weather event

16.9. A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.
4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

REVIEW OF REGULATION

Review

17. (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

18. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.



**Speed Limit Policy
Community Safety
Zone Policy**

Approved December 2021



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1 Introduction

1.1 Purpose

Traffic volume increases and heightened concerns about undesirable driver behaviour on local streets has led to an increase in resident requests for lower speed limits on roads in the Municipality of North Grenville. The **Speed Limit Policy** and **Community Safety Zone Policy** provide a clear, concise, and standardized process for responding to these requests. The policies include:

- a process for establishing appropriate speed limits on Municipal roadways;
- an evaluation methodology for undertaking speed limit assessments;
- criteria for establishing Community Safety Zones; and
- a process for receiving, evaluating, and responding to citizen requests for speed limit changes.

The policies supplement guidance contained in the Transportation Association of Canada (TAC) publications *Canadian Guidelines for Establishing Posted Speed Limits*¹ and *Geometric Design Guide for Canadian Roads*². The document also reflects applicable Provincial legislation including the *Accessibility for Ontarians with Disabilities Act* (AODA) and the *Highway Traffic Act* (HTA). The planning, design, and implementation of speed limits must comply with this legislation.

1.2 Goals and Objectives

The Speed Limit Policy will aid the Municipality in establishing consistent, enforceable, and safe speed limits on its roads. Separate guidance is provided for urban and rural roads given their different characteristics and conditions. The policy also provides a consistent and objective process for responding to citizen requests.

The Community Safety Zone Policy will assist the Municipality in identifying locations meriting heightened safety and enforcement.

¹ Transportation Association of Canada. December 2009. *Canadian Guidelines for Establishing Posted Speed Limits*. Ottawa, ON.

² Transportation Association of Canada. June 2017. *Geometric Design Guide for Canadian Roads*. Ottawa, ON.

2 Overview

2.1 Speed Limits

Speed limits aid motorists in selecting safe operating speeds for the prevailing conditions, which will vary as roadway geometry, traffic demands, and road environment change. The selection of a posted speed limit must take into consideration legislative regulations, public recognition and understanding, ease of implementation, and adherence to recognized engineering standards and practices.

The *Highway Traffic Act* (HTA) establishes the regulatory framework for setting speed limits in Ontario. Subsection 128.(1) of the HTA defines the “default” limits as:

- 50 km/h on roads within a local municipality or a *built-up area*; and
- 80 km/h on roads not within a *built-up area* and within a local municipality that had the status of a township on December 31, 2002 (the Municipality of North Grenville falls into this category).

These provisions, commonly known as the urban and rural statutory speed limits, respectively, apply to all roads without Maximum Speed signs posted.

Subsection 128.(2) of the HTA permits municipal councils to prescribe rates of speed that differ from the statutory limits on roads under their jurisdiction. The speed limit set must be less than 100 km/h.

In 2017, the provincial government amended the HTA as part of the *Safer School Zones Act, 2017* to allow municipalities to prescribe rates of speed lower than 50 km/h for all roads within a designated area. Prior to this amendment, speed limit signs had to be installed along each roadway with a reduced speed limit. Now, a municipality can post gateway speed limit signs, as shown in **Figure 2.1**, at entry and exit points to a designated area and all streets within that area assume the same speed limit. North Grenville has three area-wide 40 km/h speed limit designations (Kemptville Urban Service Area, eQuinelle (Oxford Landing), and Tempo Subdivision) and is currently installing gateway speed limit signs in all Rural Residential areas (rural subdivisions).



FIGURE 2.1: GATEWAY SPEED LIMIT SIGNS

2.2 Community Safety Zones

Under the HTA, the Municipality has the authority to designate Community Safety Zones to denote locations of heightened safety and enforcement emphasis. The Community Safety Zone signs shown in **Figure 2.2** inform drivers they are entering an area the community has deemed paramount to the safety of its children and citizens. These sections of roadway are typically near schools, day care centres, playgrounds, parks, hospitals, senior citizen residences and may also be used for collision-prone areas within a community. Traffic related offences committed within Community Safety Zones are subject to increased fines (many set fines are doubled such as speeding and traffic signal related offences).



FIGURE 2.2: COMMUNITY SAFETY ZONE SIGN

Designating Community Safety Zones enables the Municipality to focus resources and attention on specific locations where safety risk to vulnerable road users is highest. However, experience from other communities suggests the signs can be ineffective and benefits are not commensurate with the enforcement effort required in some circumstances. **Appendix B** provides the Municipality’s current Community Safety Zone policy, which is discussed further in Section 4.

2.3 Network and Other Considerations

The Municipality of North Grenville Official Plan defines a road classification system consisting of Arterial, Major Collector, Collector and Local roads. Criteria related to land access and mobility categorize the various types of roadways. Higher order Arterial and Major Collector roads, mostly under the jurisdiction of the United Counties of Leeds and Grenville, primarily function to provide capacity and mobility (including higher operating speeds) for traffic movement. Local and Collector roads, which are generally under the Municipality’s ownership, operate at lower speeds as their role is less on traffic movement and more on providing access to adjacent lands compatible with their community surroundings. Speed limits for Municipal roads should be consistent with their Official Plan classification.

3 Speed Limit Policy

3.1 Guidelines

The Municipality will apply the methodology set out in the *Canadian Guidelines for Establishing Posted Speed Limits*³ in setting speed limits on its roads where noted. The recommended practices contained in the guidebook should be applied with sound engineering judgment. **Appendix A** provides a supporting checklist to aid in selecting appropriate speed limits.

3.2 Urban Areas

The Municipality will enact 40 km/h speed limits on all Municipal roads in built-up/urban areas designated on Schedule “A” (Land Use) of the Municipality of North Grenville Official Plan (i.e., Urban Service Area, Hamlets, and Rural Residential). Area-wide (i.e., gateway) signing will denote the limits of the speed zones in most cases.

If justified by analysis following the *Canadian Guidelines for Establishing Posted Speed Limits*, the Municipality may consider a 30 km/h speed limit for road sections:

- Within a designated School Zone or Community Safety Zone;
- With unfavourable geometric characteristics and design speeds of 50 km/h or less (e.g., sight distance, horizontal or vertical curvature). Use of appropriate warning signs should be considered before changing the speed limit depending on length of the design feature; or
- With unprotected shared use pathways or cycling routes.

Speed limit transition zones should be no less than 500 m for Arterial roads and 250 m for Local and Collector roads.

3.3 Rural Areas

The Municipality will maintain the statutory 80 km/h speed limit on all Municipal roads outside the urban area designations shown on Schedule “A” (Land Use) of the Municipality of North Grenville Official Plan. If justified by analysis following the *Canadian Guidelines for Establishing Posted Speed Limits*, the Municipality may reduce speed limits for road sections:

- Within a designated School Zone or Community Safety Zone to 50 km/h;

³ Transportation Association of Canada. *Canadian Guidelines for Establishing Posted Speed Limits*. December 2009.

- With unfavourable geometric characteristics and design speeds of 90 km/h or less (e.g., sight distance, horizontal or vertical curvature). The speed limit shall be set at or below the speed dictated by the geometric restriction, but no less than 50 km/h. Use of appropriate warning signs should be considered before changing the speed limit depending on length of design feature; or
- Where Municipal roads are within the area of influence (1.5 km) of a County Road with lower or higher posted speeds. The Municipality may consider increasing or decreasing the speed limit by 10 km/h on the Municipal road to bring its posted speed closer to the County Road.

Transition zones should be no less than 1.0 km for Arterial roads and 500 m for Local and Collector roads. The differential between speed limits within the transition should be no greater than 20 km/h. Refer to OTM Book 5 – Regulatory Signs⁴ for guidance on the placement of speed limit signs within transition zones.

⁴ Ministry of Transportation Ontario. *Ontario Traffic Manual Book 5 – Regulatory Signs*. March 2000.

4 Community Safety Zone Policy

4.1 Application

The Municipality may consider installing Community Safety Zones on a site-specific basis but will not actively pursue new locations for designation.

4.2 Community Safety Zones

The Municipality will rely on the three warrants defined in **Appendix B** to designate Community Safety Zones on its roads. The Municipality will also consider the following guidelines:

- **Size:** The legislation does not specify limits on the size of a Community Safety Zone. The size will depend on the nature of the safety issue(s). For example, a zone could encompass all streets surrounding a particular site or contrarily, only a section of a street fronting a particular site.
- **Duration:** The legislation also does not specify duration for a Community Safety Zone. The intention is to address a specific problem and remove the zone once the problem is resolved.
- **Time Period:** The time a Community Safety Zone is in effect will vary by location, depending on the site and nature of the safety issue(s). A zone may only be in effect during certain times of the day, days of the week, or months of the year.

5 Reviews

5.1 Resident-Initiated

Figure 5.1 illustrates the **Neighbourhood Speed Limit and Community Safety Zone Review Process** for considering resident-initiated requests. The six-step process for completing the review is described below.

At any point, the Municipality may determine the traffic concerns cited could be better addressed through alternative measures and may decide to administer the request through a different process, such as the Neighbourhood Traffic Calming Study Process. Municipal staff will inform the resident of this decision after completing the assessment. Residents will also be advised if their request is denied for any reason.

Step 1 – Resident Request

Residents with traffic-related concerns will submit their written request to the Municipality of North Grenville Public Works Department using the **Community Traffic Issue Reporting Form** included in **Appendix B**. Requests received from residents living on the subject street(s) will be given priority. Requests for speed limit changes and Community Safety Zones can also be made by Municipal Councillors on behalf of their constituents. The Community Traffic Issue Reporting Form must be submitted prior to moving to Step 2.

Step 2 – Initial Screening

Municipal staff will conduct an initial screening of the request to determine if the subject street(s) satisfies the criteria for a Community Safety Zone and/or speed limit modification. Requests that do not satisfy the following criteria will be denied:

- A. *Has a request for a Community Safety Zone and/or speed limit modification been received or implemented within the last three years?* If no, proceed to initial screening question B. If yes, but circumstances surrounding the inquiry and/or conditions in the immediate area have changed since the previous submission, still proceed to initial screening question B. If not, the request will be denied.
- B. *Is the subject street(s) a location of special concern detailed below?* If no, proceed to initial screening question C. If yes, proceed to Step 3 – Community Safety Zone Technical Assessment.
 - Elementary or secondary school;
 - Daycare centre;
 - Retirement residence or senior’s centre;

- Community centre;
 - Hospital; or
 - High pedestrian traffic locations (more than 75 pedestrians per hour for any 8 hours of the day).
- C. *Is the subject street(s) located within a defined area-wide speed limit zone? If no, proceed to Step 4 – Speed Limit Technical Assessment. If yes, the request will be denied.*

Step 3 – Community Zone Technical Assessment

For requests satisfying the initial screening, Municipal staff will assess whether a Community Safety Zone is justified based on the **Community Safety Zone Warrants** provided in **Appendix B**.

Regardless of the Community Safety Zone Technical Assessment outcome, Municipal staff will also consider whether a speed limit modification (Step 4) could be appropriate.

Step 4 – Speed Limit Technical Assessment

For requests satisfying the initial screening, Municipal staff will assess whether a speed limit modification is justified based primarily on the methodology set out in the *Canadian Guidelines for Establishing Posted Speed Limits*. The **Checklist for Setting Speed Limits** provided in **Appendix A** will guide staff in determining the appropriate speed limit.

If the subject street(s) does not meet the requirements for a speed limit modification, Municipal staff will consider whether the concerns cited could be better addressed through alternative measures and may decide to administer the request through a different process, such as the Neighbourhood Traffic Calming Study Process.

If a subject street(s) meets the requirements for a speed limit modification or does not meet the requirements for a speed limit modification but meets the requirements for a Community Safety Zone, Municipal staff will proceed to Step 5 (Council Approval).

Step 5 – Council Approval

After completing the technical assessments, Municipal staff will present the recommended Community Safety Zone and/or speed limit modification to Council for approval. An amendment to the Consolidated Regulatory Signs By-law will also be required to enable implementation of the new Community Safety Zone and/or speed limit.

Upon receiving Council approval, Municipal staff will implement the Community Safety Zone and/or speed limit modification through signing.

Step 6 – Evaluation and Monitoring

Following implementation, Municipal staff will monitor the subject street(s) to assess the effectiveness of the Community Safety Zone and/or speed limit modification and its impact on the surrounding road network. The scope of the post-installation evaluation(s) should be consistent with the investigations conducted prior to installation. Potential studies may include speed surveys (to assess change in vehicle speeds) and traffic counts (to determine changes in volumes).

5.2 Other Initiation

Community Safety Zone and speed limit modification reviews can also be initiated through land development applications and road reconstruction projects. In both cases, reviews will still include the technical assessments detailed in Steps 3 and 4 of the **Neighbourhood Speed Limit and Community Safety Zone Review Process** set out in **Section 5.1**. The resulting modifications will also be monitored and evaluated after implementation following the procedure described in Step 6.

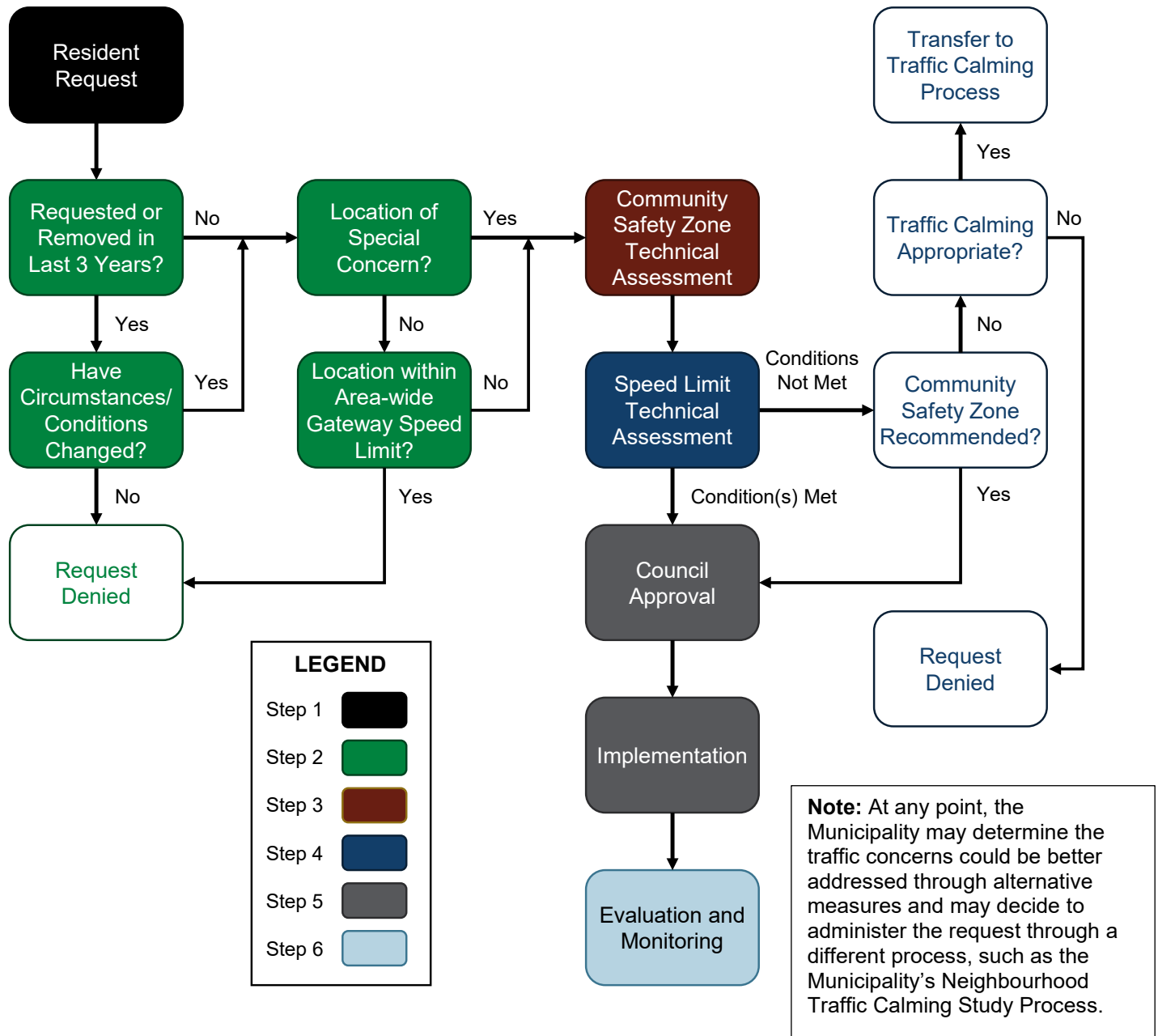


FIGURE 5.1: NEIGHBOURHOOD SPEED LIMIT STUDY PROCESS

Appendix A

Checklist for Setting Speed Limits

Checklist for Setting Speed Limits

The following checklist is to be used in conjunction with the **Speed Limit Policy** when considering changes to the speed limit of a Municipal road in North Grenville.

Road Name and Limits: _____

Date Inquiry Received: _____

Date Inquiry Completed: _____

Name of Reviewer: _____

Road Environment: Urban Rural

Kemptville Urban Service Area, Hamlets and Rural Residential Areas

The following table details the justifications for modifying speed limits on roads in urban areas of the Municipality. Please check the criteria that apply to the road section(s) being examined:

Condition	Modification	Met?
Within a designated School Zone or Community Safety Zone	Consider reducing the speed limit to 30 km/h.	<input type="checkbox"/>
Unfavourable geometric characteristics and design speeds of 50 km/h or less	Apply the <i>Canadian Guidelines for Establishing Posted Speed Limits</i> to determine the appropriate limit. Consider reducing the speed limit to no less than 30 km/h.	<input type="checkbox"/>
With unprotected shared use pathway or cycling route	Consider reducing the speed limit to 30 km/h.	<input type="checkbox"/>

Speed limit transition zones should be no less than 500 m for Arterial roads and 250 m for Local and Collector roads. Refer to OTM Book 5 – Regulatory Signs for guidance on the placement of speed limit signs within transition zones.

If one (or more) condition is met, move to the Recommended Speed Limit section below. If no conditions are met, maintain current speed limit.

Recommended Speed Limit

30 km/h 40 km/h 50 km/h

Rural Roads

The following table details the justifications for modifying speed limits on roads in rural areas of the Municipality. Please check the criteria that apply to the road section(s) being examined:

Condition	Modification	Met?
Within a designated School Zone or Community Safety Zone	Consider reducing the speed limit to 50 km/h.	<input type="checkbox"/>
Unfavourable geometric characteristics and design speeds of 90 km/h or less	Apply the <i>Canadian Guidelines for Establishing Posted Speed Limits</i> to determine the appropriate limit. Consider reducing the speed limit to no less than 50 km/h.	<input type="checkbox"/>
Where Municipal roads are within the area of influence (1.5 km) of a County Road with lower or higher posted speeds	Consider increasing or reducing the speed limit by 10 km/h on the Municipal road to bring its posted speed closer to the County Road.	<input type="checkbox"/>

Transition zones should be no less than 1.0 km for Arterial roads and 500 m for Local and Collector roads. The differential between speed limits within the transition should be no greater than 20 km/h. Refer to OTM Book 5 – Regulatory Signs for guidance on the placement of speed limit signs within transition zones.

If one (or more) condition is met, move to the Recommended Speed Limit section below. If no conditions are met, maintain current speed limit.

Recommended Speed Limit

- 50 km/h
 60 km/h
 70 km/h
 80 km/h

Appendix B

Community Safety Zone Warrants

Community Safety Zone Warrants

The following warrants are to be used in conjunction with the **Community Safety Zone Policy** when considering designating a Community Safety Zone on a Municipal road in North Grenville.

Road Name and Limits: _____

Date Inquiry Received: _____

Date Inquiry Completed: _____

Name of Reviewer: _____

Road Environment: Urban Rural

Warrant 1 – Areas of Special Consideration

Community Safety Zones should only be implemented in locations of special concern that are obvious to the road user, specifically:

- Elementary and secondary schools;
- Daycare centres;
- Retirement residences and senior’s centres;
- Community centres;
- Hospitals; and
- High pedestrian traffic locations (more than 75 pedestrians per hour for any 8 hours of the day).

Warrant 2 – Identified Safety Concern

Community Safety Zones should only be implemented in locations of identified safety concern. The safety warrant is comprised of two parts. Either component must be met to satisfy the warrant:

- **Collision Component:** A Community Safety Zone should be implemented if the collision ratio is less than 1:900 (collisions per year to average annual daily traffic (AADT)) averaged over 36 consecutive months.
- **Risk Component:** A Community Safety Zone may also be considered in locations where a significant safety concern may exist even though it is not reflected in the collision component. The risk component assesses these elements of risk.

Table B.1 lists the six risk factors considered in assessing the level of risk at a potential Community Safety Zone. Locations scoring:

- 6 points are considered low risk;
- 7 to 12 points are considered moderate risk; and
- 13 to 18 points are considered high risk.

A minimum score of 13 points is required to satisfy the risk component of the safety warrant.

Prior to assessing the risk component of the safety warrant, field observations or local law enforcement must verify that there is an unusually high violation rate in the subject location.

TABLE B.1: COMMUNITY SAFETY ZONE RISK FACTOR SCORING

Risk Factor	Risk Factor Scoring			Score
	High (Score 3)	Moderate (Score 2)	Low (Score 1)	
85 th Percentile Speed (above posted speed limit)	>20	15-20	<15	
Average Annual Daily Traffic Volume (AADT)	>2,000	1,000-2,000	<1,000	
Truck Volume (% of AADT)	>5%	3%-5%	<3%	
Pedestrian Volume (in any 8 hours)	>75	40-75	<40	
Length of Sidewalks (% of Road)	<25%	25%-75%	>75%	
Intersection and Entrances (per kilometre)	>10	4-10	<4	
Total Score				

Warrant 3 – Ability to Enforce

Community Safety Zone implementation in North Grenville requires enforcement commitment from the Ontario Provincial Police (OPP). This warrant ensures that sufficient resources are available to provide the necessary enforcement.

Appendix C

Community Traffic Issue Reporting Form

Community Traffic Issue Reporting Form

Name: _____
Mailing Address: _____
Phone: _____
Email: _____

Please indicate the location (street or area) of the traffic concern:

What is the area/zone of your traffic concern?

- | | |
|--|---|
| <input type="checkbox"/> School Zone/Community Safety Zone | <input type="checkbox"/> Park |
| <input type="checkbox"/> Residential Area | <input type="checkbox"/> Road with limited visibility |
| <input type="checkbox"/> Hamlet | <input type="checkbox"/> Other |

Please select any of the following traffic concerns:

- | | |
|--|--|
| <input type="checkbox"/> Speeding | <input type="checkbox"/> Collision concerns |
| <input type="checkbox"/> Vehicle volumes | <input type="checkbox"/> Cut-through traffic |
| <input type="checkbox"/> Pedestrian Safety | |

When does the problem typically occur?

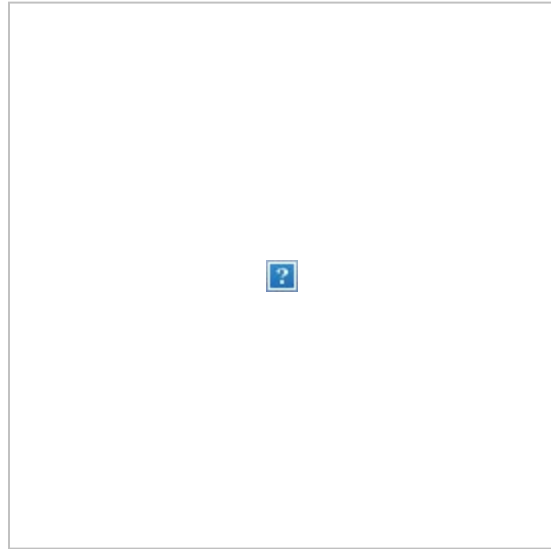
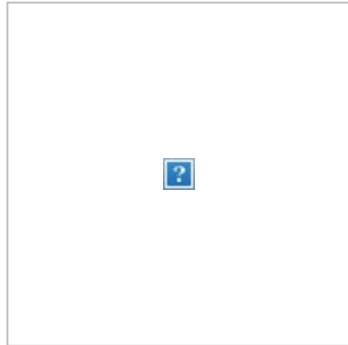
- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Morning rush hour | <input type="checkbox"/> Weekdays |
| <input type="checkbox"/> Mid-day | <input type="checkbox"/> Weekends |
| <input type="checkbox"/> Afternoon rush hour | <input type="checkbox"/> Other |

Which seasons does the problem occur?

- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Winter | <input type="checkbox"/> Summer |
| <input type="checkbox"/> Spring | <input type="checkbox"/> Fall |

Please provide any further comments:

From: [Kimberly Moran and Colin Best](#)
To: [Veronique Dion](#)
Subject: AMO/OMA Joint Health Resolution Campaign
Date: July 9, 2024 12:01:11 PM



Association of Municipalities of Ontario (AMO)

155 University Ave., Suite 800
Toronto, Ontario M5H 3B7
Telephone: 416.971.9856
Toll-free in Ontario: 1.877.426.6527
Fax: 416.971.6191

Ontario Medical Association

150 Bloor St. West, Suite 900
Toronto, ON M5S 3C1
Canada
TF: 1.800.268.7215
T: 416.599.2580
F: 416.533.9309
E: info@oma.org
oma.org

Dear Heads of Council and Clerks,

Communities across Ontario have been facing critical healthcare challenges, including long waitlists for primary care, shortages of doctors and other healthcare workers; and emergency room closures. These cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level.

In response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario's residents and communities.

We have jointly developed the attached draft council resolution (Appendix A - Also in [PDF](#) and [Word](#) Versions), urging the provincial government to recognize the physician shortage in your municipality and the rest of Ontario. By adopting this resolution, your municipality can play a crucial role in highlighting the urgent need for more healthcare resources and support.

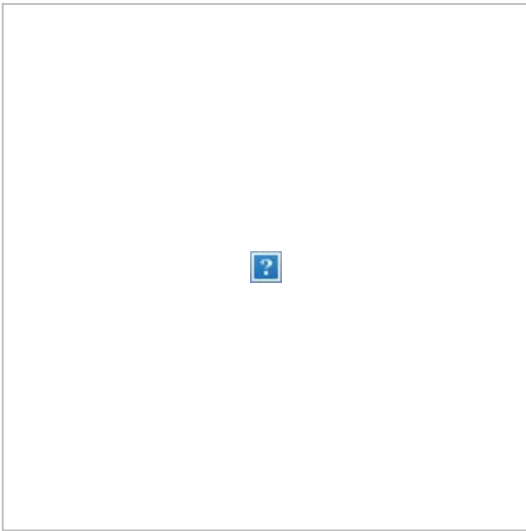
AMO is excited to welcome everyone to Ottawa for our annual conference from August 18-21, 2024. We are pleased to inform you that the OMA will be participating at this

year's conference. Along with sponsoring the Rural Caucus Lunch on August 20, the OMA has reserved meeting room at the Fairmont Château Laurier for both August 20 and 21 to meet directly with municipal leaders. During these meetings, we would like to hear what you are seeing on the ground and discuss opportunities to work closer with you. We believe that collaboration between Ontario's doctors and all 444 municipalities is essential in addressing the healthcare needs of your community.

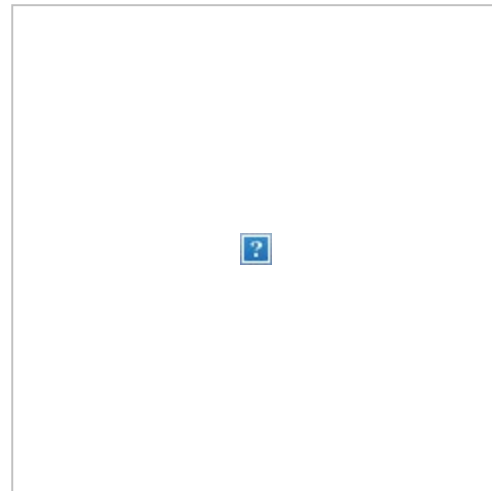
To set up a meeting with the OMA, please reach out to Tarun.Saroya@OMA.org (Senior Advisor for Government Relations and Advocacy) to book a 15-30 minute time slot at your earliest convenience.

We look forward to your positive response and to working together towards a healthier future for all Ontarians.

Yours sincerely,



Kimberly Moran
CEO, Ontario Medical Association



Colin Best
AMO President

Appendix A:

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and (Northern Ontario only)

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

- NOW THEREFORE BE IT RESOLVED THAT the Council of (the name of municipality) urge the Province of Ontario to recognize the physician shortage in (name of municipality) and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

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155 University Ave Suite 800 | Toronto, ON M5H 3B7 CA

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Accounts for Payment June 26, 2024

<u>Payment</u>	<u>Account</u>	<u>Amount</u>	<u>Description</u>
CHQ	Identifiable Individual	\$287.84	Tax / Utilities Credit at Property Sale
CHQ	ANP Office Supply	\$75.48	Supplies (PW)
CHQ	Beamish Construction Inc.	\$4,627.43	Cold Mix (PW)
AUTO	Bell Canada	\$531.35	Landline Phone Contracts (Monthly)
CHQ	Berry Boats	\$129.94	Supplies (GROUNDS)
CHQ	Berry Boats	\$70.77	Equip. Maintenance (MARINA)
CHQ	Identifiable Individual	\$175.20	OMAFRA Claim
AUTO	CANLIFE	\$778.28	RRSP (Bi-Monthly)
AUTO	CIBC Mebp Fee	\$31.58	Service Fees (Monthly)
EFT	CSD Grand Nord	\$411.22	2024 Remittance (Quarterly)
CHQ	E4M	\$1,261.07	Professional Services
AUTO	Eastlink	\$149.35	Internet Service Fees (Monthly)
AUTO	ELAVON	\$42.24	Service Fees (Monthly)
CHQ	EncompassIT	\$2,997.05	Managed Taxes - Interim Run + Misc. Tech Support
EFT	EXP	\$15,828.77	Engineering Services Design Process OMB Replacement May 24th, 2024
CHQ	Farquhar Dairies	\$203.50	Supplies (MARINA)
AUTO	GFL	\$9,542.62	Landfill Service Contract (Monthly)
EFT	Grand & Toy	\$140.47	Supplies (OFFICE)
EFT	Grand & Toy	\$396.08	Replacement Projector Screen
CHQ	Henderson Electric Manitoulin Inc.	\$294.69	Electrical Services + Labour (FIRE)
AUTO	Innov8 Office Solutions	\$175.00	Monthly Contract
AUTO	Iron Mountain	\$214.70	Standard Shred (Monthly)
EFT	J K Automotive	\$185.46	Storage Fees (Monthly) (FIRE)
CHQ	Connie Kiviaho	\$81.36	Supplies (MARINA)
EFT	Lisa & Darren Hayden	\$1,827.00	Cleaning Contract
EFT	Manitoulin Sudbury DSB	\$32,776.83	Land Ambo, Social Housing, Ontario Works, Child Care
CHQ	Massey Wholesale	\$44.67	Supplies (MARINA)
AUTO	Master Card	\$42.79	Service Fees (Monthly)
CHQ	MCA Contracting	\$183,300.24	Replacement of OMR Bridge Invoice #1
AUTO	McDougall Energy Inc.	\$4,492.03	Regular Gas (MARINA)
CHQ	Mindemoya Home Hardware	\$60.74	Supplies (PW)
CHQ	Ontario Clean Water Agency	\$2,134.04	Chemical Board Repair
EFT	Rainbow District School Board	\$75,219.77	2024 Remittance (Quarterly)
EFT	RC Design	\$163.76	Professional Services (MUSEUM)
EFT	Identifiable Individual	\$116.76	Supplies (MUSEUM)
CHQ	Steele's Home Hardware	\$16.96	Supplies (MARINA)
Auto	Superior Propane	\$31.97	Equipment Rental for PC (Monthly)
CHQ	The Manitoulin Expositor	\$54.60	Subscription (Annual)
EFT	Total Power Limited	\$932.25	Service Inspection (Semi-Annual)
CHQ	UCCM Castle Building Supplies	\$151.80	Equip. Maintenance (Office)
AUTO	Visa	\$30.17	Service Fees (Monthly)
EFT	Whitehots Inc.	\$269.24	Books (Library)

Total \$340,297.07

Total Accounts for Payment \$340,297.07



BY-LAW NO 2024-44

BEING A BY-LAW TO AUTHORIZE ENTERING INTO AN AGREEMENT
WITH THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO)
FOR PROVISION OF FUNDS THROUGH THE CANADA COMMUNITY
BUILDING FUND (CCBF)

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

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS the Association of Municipalities of Ontario (AMO) is responsible for the administration of the Canada Community Building Fund (CCBF) funding made available to all Municipalities in Ontario;

AND WHEREAS AMO wishes to enter into an agreement with the Township of Billings for a term of April 1, 2024 up to and including March 31, 2034, to be reviewed by AMO by June 2027, as identified in Schedule "A";

NOW THEREFORE the Council of The Corporation of the Township of Billings enacts as follows:

1. That the Mayor and CAO/Clerk are hereby authorized to sign on behalf of the Council for the Corporation of the Township of Billings, any contracts, and other documents required to authorize the agreement and to affix the corporate seal of the Township of Billings.
2. That all funding will be applied and shall be used exclusively for the purpose as forestated.
3. This By-Law shall come into full force and effect upon final passage
4. This By-Law may be cited as the "2024 CCBF Agreement By-Law"

READ a **FIRST** and **SECOND TIME** this 16th day of July, 2024

READ a **THIRD TIME** and **FINALLY PASSED** this 16th day of July, 2024

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWNSHIP OF BILLINGS

(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 Township of Billings
15 Old Mill Rd., P.O. Box 1092
Kagawong, ON P0P 1J0

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 TOWNSHIP OF BILLINGS

By: _____

Name:	_____	Date	_____
Title:	_____		

_____	_____	_____	_____
Name:		Date	
Title:			

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director			

_____	_____	_____	_____
Witness:		Date	
Title:			

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

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

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

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

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

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

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

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.



BY-LAW NO 2024-45

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE TOWNSHIP OF BILLINGS

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

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS The Council for The Corporation of the Township of Billings deems it expedient that the proceedings of meetings of the Council be confirmed and adopted by By-Law;

NOW THEREFORE the Council of The Corporation of the Township of Billings enacts as follows:

1. THAT the actions of the Council of The Corporation of The Township of Billings at its Council Meeting held on July 16, 2024 in respect to each report, motion, resolution, or other actions recorded and taken by Council at its meetings, except where the prior approval of the Ontario Lands Tribunal is required is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. THAT the Mayor and CAO/Clerk, or such other official as deem appropriate are hereby authorized and directed to do all things necessary to give effect to the said action, of Council of the Township of Billings referred to in the proceeding section.
3. THAT the Mayor and CAO/Clerk are hereby authorized and directed to execute all documents necessary on behalf of the Council and to affix the corporate seal of The Corporation of The Township of Billings to all such documents.
4. THIS By-Law shall come into full force and effect upon final passage.
5. THIS By-Law may be cited as the "July 16, 2024 Confirmatory By-Law"

READ a FIRST and SECOND TIME this 16th day of July, 2024

READ a THIRD TIME and FINALLY PASSED this 16th day of July, 2024

Bryan Barker, Mayor

Véronique Dion, CAO/Clerk