



Inclusive Community Grants 2022-23

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Instructions

Before filling out the application read the entire PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/ Application guidelines to refer to while completing the application.

Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your project. Answers may vary in length depending on the nature of your project or program.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your project addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment).

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted.

The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

A - Organization Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a onewindow self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section A of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.

Organization Name:

[The Municipality of Brockton](#)

Organization Legal Name:

[THE CORPORATION OF THE MUNICIPALITY OF BROCKTON](#)

B - Organization Address Information

This section is not editable and displays information from your Transfer Payment Ontario (TPON) registration. The TPON system is a onewindow self-serve registration system for submitting and updating organization profile information. All organizations receiving transfer payments from the Government of Ontario must register in the TPON system. If changes are required in Section B of your application, please make them in the TPON system. Once your information is revised, all future downloaded forms will include the updated information.

Business Address

Unit Number:	Street Address 1: 100 Scott Street/Rue
Street Address 2:	City/Town: Walkerton
Province: ON	Postal Code: N0G2V0
Country: Canada	

Mailing Address

Unit Number:	Street Address 1 100 Scott Street
Street Address 2	City/ Town Walkerton
Province ON	Postal Code N0G2V0
Country Canada	

C - Application Contact Information

Provide two key contacts for your organization, and confirm if they have signing authority. Do not duplicate contact names. Select "Add" to generate a new section for the second contact.

1. Applicant contact. This person must be selected as the primary contact and will be responsible for grant administration and correspondence with the ministry. The contact must be staff or an organizational appointee who is not the external grant writer or external event organizer/ production representative.
2. Most senior official, elected (Chair, President) or appointed (Chief Executive Officer, Executive Director, General Manager).

	Remove
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Salutation: * Mr.	
First Name: * Mark	Last Name: * Coleman
Role: * Applicant	Primary (Applicant only): <input checked="" type="checkbox"/>
Title: * Director of Community Services	Email Address: * mcoleman@brockton.ca
Phone Number (Work): * (519) 881-0625	Phone Number (Mobile): (226) 222-1961
Signing Authority (Is this person authorized to sign for the organization?): <input type="checkbox"/>	

	Add	Remove
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Salutation: * Ms.	
First Name: * Sonya	Last Name: * Watson
Role: * Most Senior Official	Primary (Applicant only): <input type="checkbox"/>

Title: *	Chief Administrative Officer	Email Address: *	swatson@brockton.ca
Phone Number (Work): *	(519) 881-2223	Phone Number (Mobile):	
Signing Authority (Is this person authorized to sign for the organization?):		<input checked="" type="checkbox"/>	

D - Organization Capacity

Number of Full Time staff: *	Number of Part-Time Staff: *	Number of Volunteers: *
49	48	27

E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address

Payment Organization Name (max 100 characters) *		
The Corporation of the Municipality of Brockton		
Street Address 1 *	Street Address 2	City/Town *
100 Scott Street		Walkerton
Province *	Postal Code *	
ON	N0G2V0	
Method of Payment *		
Electronic Fund Transfer		

F - Project Information

Project Name (maximum 250 characters) *	
Accessible Re-Surfacing of Brockton Community Playgrounds	
Project Start Date (mm/dd/yyyy) *	Project End Date (mm/dd/yyyy) *
09/06/2022	11/04/2022
Requested Amount: *	Total Cost of the Project: *
\$60,000.00	\$80,000.00

Project Summary: *

Accessibility improvements to outdoor public spaces (playgrounds) at the Elmwood Community Centre, Cargill Community Centre and Lobies Park - Walkerton, within the Municipality of Brockton.

Project Description: *

Upgrade the play surface material at 3 community playgrounds by removing existing playground surface material and replacing with engineered wood fibre that meets CSA standards for accessible playgrounds. Construction of 3 accessible walkways from parking lots to the playground units at these sites that meets AODA standards.

Project Objectives: *

The project objectives are to implement moderate changes to the built environment and public spaces (community playgrounds) to be more inclusive and supportive of older adults and people with disabilities being able to access and participate in the use and enjoyment of outdoor recreation facilities with their children, families, caregivers, other community members and persons of all generations.

Target Sector *	
People with Disabilities	-

Older Adults(Over 55)

Municipal Pop<29999

1. Without this funding from the Ministry for Seniors and Accessibility, will your organization continue with implementing this proposed project? *

No

2. Please describe the relevance of your project as defined in the assessment criteria section of the program guidelines. *

This project supports the priorities of this grant where the proposed improvements target facilities in small rural communities and supports diverse populations of older adults or people with disabilities, that may not have access and transportation to larger urban centres. This project helps remove barriers in the built environment, increase participation for people with disabilities, improves awareness about accessibility challenges and helps government (municipality) lead by example. The quality of the proposed initiative looks to achieve the CSA and AODA standards for providing accessible playgrounds, that currently do not exist for the noted locations. The design/construction of facilities that do not provide for accessibility, serve as barriers to inclusive participation by people of all abilities. Outdoor recreation amenities such as playgrounds at local community parks have experienced significant increases in the number of persons and frequency of use as a resulting impact of the COVID-19 pandemic where youth and adults seek safe outdoor recreation opportunities, where restrictions on access and use of indoor facilities have impacted opportunities for healthy active living. Persons of all ages and demographics, specifically resident and visitor persons with disabilities, physical and mobility challenges, older adults (over 55), and persons in small rural hamlets (Elmwood, Cargill) and town of Walkerton communities of Brockton (population 10,000) will benefit from this project. The importance of accessible and inclusive outdoor public spaces is now more important than ever.

3. Please describe your organization's capacity to deliver this project as defined in the assessment criteria section of the program guidelines. *

The Municipality employs professional staff resources with years of project and financial management experience through a dedicated Parks and Recreation and Finance Departments. Throughout the pandemic, the municipality has implemented and maintained a safety plan for all operations that includes policies, procedures and measures to protect the health and safety of workers, volunteers and public users of all its municipal facilities. This project has been discussed extensively with committees and Council through budget development and deliberations. It is identified as a priority within the Municipality's 2021-2025 Accessibility Plan, 2021-2015 Strategic Action Plan, and the Master Recreation and Leisure Services Plan. The municipality does not have a record of non-compliance issues related to organizational management, funds, reporting or other concerns. Our financial accounts are audited annual and we meet all reporting requirements and claim submissions for all past and current grants.

4. Please describe the financial feasibility of your project as defined in the assessment criteria section of the program guidelines. *

An up-to-date quotation for materials and services was obtained from a leading playground equipment company - ABC Recreation that is a Ontario supplier and was used as the basis for the project budget and request for financial support from this grant opportunity. From past experience of municipal staff, the costs and budget of this project are reasonable and demonstrate good value for money. Confirmation of grant funding for this project would substantially afford and allow this project to move forward in an expedited manner to achieve the goals of Ontario's Accessibility Action Plan by 2025. A cash contribution from the Municipality's recreation reserves will cover the balance of funds required to complete the project.

5. Please describe the anticipated impact of your project as defined in the assessment criteria section of the program guidelines. *

This project will improve the accessibility and inclusiveness for 3 of 5 playgrounds in Brockton that require upgrading. This project will improve facilities at 3 of Brockton's strategic community hubs/population centres being Elmwood, Cargill and Walkerton. Some 951+ sq. metres of playground surfacing will be upgraded. The upgrades will extend the safe and useful life of these playgrounds by 10-15 years. These facilities improvements will support greater access and use by older adults and/or people with disabilities. The Municipality will survey community individuals with disabilities and seniors groups pre and post project about the project goals and metrics noted to be achieved.

G - Project Work Plan

Key Milestones *	Activities *	Start Date (mm/dd/yyyy) *	End Date (mm/dd/yyyy) *	Responsibility *	Performance Indicator *
Needs assessment	Playgrounds inspection/ review	11/01/2021	11/30/2021	Parks and Recreation Department	Completed <input type="text" value="-"/>

Consultation	Review current Accessibility Plan and Strategic Plan, consult community centre committees	01/01/2022	01/31/2022	Director of Community Services	Completed	-
Budget/Funding	Obtain project estimates, grant application, Council Budget deliberations/ approval	12/01/2021	03/22/2022	Director of Community Services	Grant approval pending	-
Procurement	Issue/award tender	06/01/2022	07/12/2022	Finance Department	Per Municipal Procurement Policy	-
Start/complete site work	Initiate worksites safety plans/barriers, excavate existing material, backfill with approved material, install accessible walkways from playgrounds to site parking lots, site cleanup, reopening of playgrounds	09/06/2022	11/04/2022	Contractor	Completed to CSA and AODA standards	-
Grant reporting/ claim submission	Determine goals achieved for noted metrics, final invoicing/ payment.	11/23/2022	12/23/2022	Director/Finance Dept	Per grant program requirements/funding agreement	- +

H - Budget

Please add the budget item in column 1 and respective amount in column 2

Item	2022-23 (April 1, 2022 – March 31, 2023)
Quotation from ABC Recreation to resurface 3 playgrounds	78,350.00
Material/equipment rental for 3 accessible walkways	1,650.00
<Enter item if applicable>	
<Enter item if applicable>	
<Enter item if applicable>	
<Enter item if applicable>	

<Enter item if applicable>	
<Enter item if applicable>	
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<Enter item if applicable>	
<Enter item if applicable>	
TOTAL PROJECT COST	80,000.00
Less Contributions	
Cash Contributions	20,000.00
In-kind Contributions	
Other Contributions	
TOTAL GRANT AMOUNT REQUESTED	60,000.00

I - Performance Measures

Metric	Description	Goal *
Number of World Health Organization (WHO) Domains addressed	How many of the 8 WHO domains are addressed through your project?	3
Number of AFC guide, accessibility, or strategic plan activities	Project creates activities which are consistent with the AFC Planning Guide or similar guides.	1
Number of small communities served	How many small communities are served by this project?	3
Does your project address Covid-19 pandemic?	Does your project respond to needs of older adults and people with disabilities in the Covid-19 changing environment (Answer: YES = 1, No = 0)	1
Number of social connections created for older people and/or people with disabilities	Project creates opportunities for older people and/or people with disabilities to be more socially connected in their communities	100
Number of older people & people with disabilities to be engaged in their communities by this project	Number of opportunities for older Ontarians and/or people with disabilities for civic participation, volunteerism and economic engagement as a result of this project.	100
Number of older people &/or people with disabilities who report enhanced safety & security knowledge	Project supports the rights and dignity of older Ontarians and/or people with disabilities and helps to reduce their safety risks, including lower risk of abuse and fraud.	100
Number of increased accessibility components as a result of this project.	Number of improvements to accessibility for older Ontarians and/or people with disabilities to different institutions, service providers and community facilities/programs.	6
Number of older adults and/or people with disabilities reporting improved health and wellness	Number of older adults and/or people with disabilities that feel active and healthy as a result of this project.	100

Metric Project emphasizes sustainability and growth	Description Project provides for a mechanism for its growth and sustainability, in alignment with Ontario government strategies (Answer: YES = 1, NO = 0)	Goal * 1
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Client Provided Performance Metrics

Metric	Description	Goal
Number of sq. metres of playground area resurfaced	Upgrade the playground surfaces and walkways to the playgrounds to meet accessibility standards at the Elmwood Community Centre, Cargill Community Centre and Lobies Park	951 <input type="button" value="-"/> <input type="button" value="+"/>

J - Partnerships and Stakeholders

Name of Organization	Type	Role or Contribution	Contact Info (Name, Phone Number, Email)
Cargill Community Centre Committee	Site	Input, communications to area seniors	Brian Dales - willieselectric@hotmail.com <input type="button" value="-"/>
Elmwood Community Centre Board	Site	Input, communications to area seniors	Ernie Falkiner - ernie.falkiner@outlook.com <input type="button" value="-"/> <input type="button" value="+"/>

K - Terms and Conditions

Terms and Conditions

The **Inclusive Community Grant Program** (the “**Program**”) grants awarded by Her Majesty the Queen in right of Ontario as represented by the **Minister for Seniors and Accessibility** (the “**Province**”) are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form.

By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

The Province may also include other terms and conditions in the Agreement. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any Funds to the Applicant unless:

- (a) the Province approves the Applicant for a grant in an Approval Letter; and
- (b) the Applicant agrees to be bound by all of the terms and conditions of the Agreement (including those attached to or in the Approval Letter or in Subsequent Correspondence).

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means the Application Guidelines; the Application Form; the Approval Letter, including these general terms and conditions; and any additional terms and conditions that may be contained in the Approval Letter or Subsequent Correspondence.

“Applicant” means the entity that has submitted the Application Form to the Province for funding under the Program.

“Application Form” means the Transfer Payment Ontario Application Form, including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

“Application Guidelines” means the Ministry for Seniors and Accessibility Inclusive Community Grants Application Guidelines applicable to

applications made to the Program.

“Approval Letter” means the letter from the Province to the Applicant announcing the award of funding to the Applicant under the Program.

“Budget” means the budget submitted by the Applicant in the Application Form, unless the Province provides Subsequent Correspondence containing a budget, in which case “Budget” means the budget contained in the Subsequent Correspondence.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Completion Date” means March 31, 2023.

“Effective Date” means the date of the Approval Letter.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means the date which is 90 days after the Completion Date.

“Funding Year” means: the period commencing on the Effective Date and ending on the following March 31, unless extended in any Subsequent Correspondence.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum funds as stated in the Approval Letter.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the Inclusive Community Grant Program.

“Project” means the project described by the Applicant in the Application Form, unless the Province describes the project in the Approval Letter or in any Subsequent Correspondence, in which case “Project” means the project described in the Approval Letter or the Subsequent Correspondence.

“Recipient” means the Applicant who has been awarded funding under the Program.

“Reports” means the reports described in Article 9.0.

“Subsequent Correspondence” means any correspondence relating to the Funds, the Program, the Project, the Budget, and/or the Reports that the Province sends to the Recipient after submission of the Application Form by the Applicant.

2.0 ENTIRE AGREEMENT

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

3.0 ACKNOWLEDGEMENT

3.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the Broader Public Sector Accountability Act, 2010 (Ontario);

(c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province; and
- (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

4.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

4.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

4.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article 4.0.

5.0 TERM OF THE AGREEMENT

5.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 13.0, Article 14.0, or Article 15.0.

6.0 FUNDS AND CARRYING OUT THE PROJECT

6.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in instalments as specified in the Approval Letter or Subsequent Correspondence; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

6.2 Limitation on Payment of Funds. Despite section 6.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; or
- (d) if, pursuant to the Financial Administration Act (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

6.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

6.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

6.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalment of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

6.6 Rebates, Credits, and Refunds. The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

7.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

7.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the Broader Public Sector Accountability Act, 2010 (Ontario), including any procurement directive issued thereunder, to the extent applicable.

7.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$1000 at the time of purchase.

8.0 CONFLICT OF INTEREST

8.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

8.2 Conflict of Interest Includes. For the purposes of Article 8.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased,

and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

9.0 REPORTS, ACCOUNTING, AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements as specified by the Province in the Application Guidelines, Subsequent Correspondence and/or the Approval Letter;
- (b) ensure that all Reports are completed to the satisfaction of the Province; and
- (c) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

9.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

9.4 Disclosure. To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 Auditor General. The Province's rights under Article 9.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

10.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will acknowledge:

- (a) the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province

10.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

10.3 Notice of event. The Recipient shall provide the Province seven (7) business days' notice of any event(s) being held in relation to the Project other than those set out in the Application form.

10.4 Public announcements. The Recipient shall not make any public announcements or issue any public communications about the Project or the Program, whether in the media or otherwise, before and unless the Province has made a public announcement or issued a public communication about the Project or the Program. This means the Recipient can make public announcements and/or issue public communications about the Project or Program, as long as conditions in sections 10.3, 10.5 and 10.6 are met.

10.5 Media releases. In general, the province is supportive of the Recipient making a public announcement or communication to raise public awareness and generate local interest in the Project or Program. Accordingly, the Recipient shall provide the Province a copy of any public announcement or communication related to the Project or the Program seven (7) business days in advance of the proposed date of the

announcement or communication for the Province's review and approval and the Recipient shall not make the announcement or issue the statement without the approval of the Province.

10.6 Promotional Material. The Recipient shall provide the Province a copy of any promotional or resource material related to the Project or the Program that uses any symbol intended to visually identify the Province seven (7) business days in advance of the proposed date of releasing the material for the Province's review and approval and the Recipient shall not release the material without the approval of the Province.

11.0 INDEMNITY

11.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants and covenants, that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 6.1(a), provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 6.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 No Additional Funds. If, pursuant to section 14.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide Reports in accordance with section 9.1;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

15.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 When Termination Effective. Termination under clause 15.2(1) will take effect as provided for in the Notice.

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

18.0 DEBT DUE AND PAYMENT

18.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

18.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in section 19.1.

18.5 Fails to Pay. Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for below, or as either Party later designates to the other by Notice:

To the Province:

Attention: Ministry for Seniors and Accessibility

Position: Director

Address: 777 Bay Street, Suite 601C Toronto, ON M7A 2J4

Email: Kathleen.Henschel@ontario.ca

TTY: 1-800-387-5559

Fax: 416-326-7078 To the Recipient:

The Recipient's mailing address, email address and fax number as set out in the Application Form, or as the Recipient later designates to the Province by Notice.

19.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

19.3 Postal Disruption. Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 Waiver Request. Either Party may in accordance with the Notice provision set out in Article 19.0, ask the other Party to waive an obligation under the Agreement.

22.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section 22.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

23.0 INDEPENDENT PARTIES

23.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

24.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

25.0 GOVERNING LAW

25.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

26.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

27.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

30.0 SURVIVAL

30.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, Article 2.0, Article 3.0, section 4.1(a), 6.2(d), 6.5, section 7.2, section 9.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, section 14.2, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 16.0, Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, and Article 30.0.

L - Declaration and Signing

Applicants are expected to comply with the Ontario Human Rights Code (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry. Applicants should be aware that Government of Ontario institutions are bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 (<https://www.ontario.ca/laws/statute/90f31>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;

- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the Ontario Human Rights Code and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the Freedom of Information and Protection of Privacy Act;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Applicant

Ms. Sonya Watson
Chief Administrative Officer
(w): (519) 881-2223
Email: swatson@brockton.ca

Sign Document

By clicking the "I Agree" button, I Agree with the Declaration and Statement Above

I Agree

I Disagree

Signature Sonya Watson

Date/Time 03/03/2022 15:48:34

Declaration / Signing

Please validate your application by clicking the Validate button before submitting the form back to Transfer Payment Ontario.
