

The Corporation of the Municipality of Brockton



By-Law 2022-144

Being a By-Law to Enter into an Amended Contribution Agreement in Order to Participate in the Canada Community Revitalization Fund for The Market Garden.

Whereas the *Municipal Act, 2001, 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, 2001, 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 Corporation of the Municipality of Brockton entered into a Contribution Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario for The Market Garden green space located at 312 Durham Street East, Walkerton on August 24, 2021 as per By-Law 2021-111, and further amended the Agreement on January 11, 2022 as per By-Law 2022-003;

And Whereas the Corporation of the Municipality of Brockton desires to enter into an additional amended contribution agreement effective September 14, 2022;

Now Therefore the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby authorizes entering into an amended Contribution Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario in order to participate in the Canada Community Revitalization Fund as contained in the attached Schedule "A" to this By-Law.
- 2.0 That the Chief Financial Officer and Clerk are hereby authorized to sign the amended Contribution Agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister responsible for Federal Economic Development Agency.
- 3.0 That this By-Law shall come into effect upon final passage.
- 4.0 This By-Law may be cited as the "The Market Garden Canada Community Revitalization Fund Amended Contribution Agreement 2 By-Law".

Read, Enacted, Signed and Sealed this 20th day of September, 2022.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk) –
Fiona Hamilton

CANADA COMMUNITY REVITALIZATION FUND

AMENDING AGREEMENT #02

This Amending Agreement is made as of September 14, 2022

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA,**
 ("His Majesty") hereby represented by the Minister responsible for the
Federal Economic Development Agency for Southern Ontario
("Minister")

AND: **THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**
 ("Recipient") a **municipal government** established under the laws of
Ontario.

(collectively referred to as the "**Parties**")

WHEREAS the Minister and the Recipient entered into a contribution agreement made as of August 18, 2021 under the *Canada Community Revitalization Fund ("Contribution Agreement")*, whereby the Minister agreed to make a non-repayable contribution to the Recipient in the maximum amount of \$55,281 in support of the Recipient's Eligible Costs (as defined herein) of the Project; and

WHEREAS the Parties entered into Amending Agreement #01 made as of December 21, 2021; and

WHEREAS the Parties wish to amend the Contribution Agreement as specified in Section 3 hereof,

NOW THEREFORE in consideration of their respective obligations contained herein, the Parties agree to the following:

1. **Interpretation**

All capitalized terms used and not otherwise defined herein will have the meanings given to them in the Contribution Agreement.

2. **Execution**

This Amending Agreement must be executed by the Recipient and received by the Minister within 30 days of its signature on behalf of the Minister.

3. **Amendment**

3.1 In the Contribution Agreement, Clause 2 – Interpretation, section 2.1 Definitions – Completion Date, is hereby deleted and replaced by the following:

Completion Date means the Project completion date, December 31, 2022.

3.2 In the Contribution Agreement, (4.1) is hereby deleted and replaced by the following:

4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

(a) *Seventy-Five percent (75%)* of Eligible and Supported Costs of the Project incurred by the Recipient; and

(b) *Fifty-five thousand two hundred eighty-one dollars (\$55,281)*

3.3 In the Contribution Agreement, Annex 1 – Statement of Work is hereby deleted and replaced by a new Annex 1 – Statement of Work attached hereto as Schedule 1.

4. **General**

4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provision of such agreements were contained in one instrument.

4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.

4.3 This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.

4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.

4.6 This Amending Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement through duly authorized representatives.

Project #: **1000193 – Amending Agreement #02**

HIS MAJESTY THE KING IN RIGHT OF CANADA

Per: **Lafrance, Joel**
Digitally signed by Lafrance, Joel
DN: C=CA, O=GC, OU=FEDDEVONT, CN="Lafrance, Joel"
Reason: I am approving this document
Location: your signing location here
Date: 2022.09.14 11:29:45-04'00'
Foxit PDF Editor Version: 11.2.2

Joël Lafrance, Acting Manager,
Canada Community Revitalization Fund
Federal Economic Development Agency
for Southern Ontario

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: _____
Trish Serratore
Chief Financial Officer

Date: _____

I have authority to bind the corporation.

Per: _____
Fiona Hamilton
Clerk

Date: _____

I have authority to bind the corporation.

Schedule 1

Annex 1

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
1000193 – DURHAM STREET PARK WALKERTON

Primary Project Location: 312 Durham St East., Walkerton, ON N0G2V0

Project Start Date: September 1, 2021

Project Completion Date: December 31, 2022

Project Description/Purpose/Objective

The Municipality of Brockton will undertake the activities necessary to revitalize an empty lot in the downtown core of Walkerton by December 31, 2022. Specifically, the project will support utilities installation work (electrical work and water/drainage installation), and the construction and surfacing of accessible pathways and landscaping. This project will support the construction of the performance stage and the heritage/interpretation wall for the future installation planned in Spring 2023. As part of the downtown Walkerton revitalization plan the project aims to increase access for persons with mobility concerns, increase traffic and length of stay, create a space for farmers, artisans and artists to showcase wares, provide a venue for small cultural events, reduce the town's environmental footprint and generally provide a safe gathering space. The project will be completed with funding from Bruce Power (\$50,000), community donations (\$30,000), My Main Street grant (\$55,000), and the Municipality of Brockton's contribution of \$309,283 towards project costs.

Activities

| Activity | Estimated Completion Date |
|---|---------------------------|
| Project tendering process is completed and contract awarded | 2022-08-09 |
| Utilities including electrical and water/drainage installed | 2022-09-30 |
| Excavation and preparation of lot at 312 Durham Street | 2022-09-30 |
| Surfacing of pathways and landscaping completed | 2022-10-31 |
| Purchase of equipment including: <ul style="list-style-type: none"> • Outdoor tables and chairs • Outdoor benches • Bicycle rack | 2022-11-30 |
| Construction of performance stage and heritage/interpretation wall | 2022-11-30 |

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient's workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada's Indigenous procurement practices, and
- Considering registering as a participant under Canada's 50-30 Challenge.

Expected Results of the Project

- The Municipality of Brockton has a downtown green space, allowing for safe and accessible gathering and performance opportunities.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

Key Project Impacts

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

Mandatory Indicators

| Measurement | At Project End |
|--|----------------|
| Total cash leveraged | \$444,283 |
| Number of community public spaces created | 0 |
| Number of community public spaces expanded | 1 |
| Number of community public spaces improved | 1 |

Jobs (Mandatory)

| Jobs | Number of full-time equivalents ¹ | | | | |
|---|--|------------------------|-------------------------|-----------|-------|
| | Created | | Maintained ² | | Total |
| | Permanent ³ | Temporary ⁴ | Permanent | Temporary | |
| Forecasted total jobs by Project Completion | 0 | 0 | 0 | 0 | 0 |

¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

³Permanent job is a position without a fixed end date.

⁴Temporary job is defined as a temporary or contract position with a fixed end date.

Project Costs & Financing

| COSTS | Eligible & Supported ^{1,2} | | Eligible & Not Supported | Ineligible | Total | |
|--|-------------------------------------|--------|--------------------------|------------|------------|--------|
| CAPITAL COSTS | | | | | | |
| Facility construction/renovations ⁵ | \$ 73,708 | 100.0% | \$ 350,036 | \$ 0 | \$ 423,744 | 84.8% |
| Equipment purchases/installation ⁶ | \$ 0 | 0.0% | \$ 75,820 | \$ 0 | \$ 75,820 | 15.2% |
| NON-CAPITAL COSTS | | | | | | |
| Labour (employees) | \$ 0 | 0.0% | \$ 0 | \$ 0 | \$ 0 | 0.0% |
| Expertise (consulting, contract) | \$ 0 | 0.0% | \$ 0 | \$ 0 | \$ 0 | 0.0% |
| Project Management | \$ 0 | 0.0% | \$ 0 | \$ 0 | \$ 0 | 0.0% |
| TOTAL | \$ 73,708 | 100.0% | \$ 425,856 | \$ 0 | \$ 499,564 | 100.0% |

| FINANCING | Eligible & Supported | | Eligible & Not Supported | Ineligible | Total | |
|----------------------------------|----------------------|---------------|--------------------------|-------------|-------------------|---------------|
| FedDev Ontario | \$ 55,281 | 75.0% | | | \$ 55,281 | 11.1% |
| Other Federal | \$ 0 | 0.0% | \$ 55,000 | \$ 0 | \$ 55,000 | 11.0% |
| Provincial | \$ 0 | 0.0% | \$ 0 | \$ 0 | \$ 0 | 0.0% |
| Municipal | \$ 18,427 | 25.0% | \$ 290,856 | \$ 0 | \$ 309,283 | 61.9% |
| Other Private (Equity/Financing) | \$ 0 | 0.0% | \$ 80,000 | \$ 0 | \$ 80,000 | 16.0% |
| Applicant | \$ 0 | 0.0% | \$ 0 | \$ 0 | \$ 0 | 0.0% |
| TOTAL | \$ 73,708 | 100.0% | \$ 425,856 | \$ 0 | \$ 499,564 | 100.0% |

| CONTRIBUTION ALLOCATIONS BY FISCAL YEAR ³ | Eligible & Supported Project Costs | FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %) | |
|--|------------------------------------|---|------------|
| 2022-23 | \$ 73,708 | \$ 55,281 | 75% |
| TOTAL | \$ 73,708 | \$ 55,281 | 75% |

| STACKING CALCULATION | Eligible Capital Costs Capital Costs | Eligible Non-Capital Costs |
|---|--------------------------------------|----------------------------|
| Total Eligible Costs⁴ | \$ 499,564 | \$ 0 |
| Total Government Contributions | \$ 73,708 | \$ 0 |
| Stacking % | 14.75% | 0.0% |
| Stacking Limit | 100.0% | 100.0% |

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
3. FedDev Ontario's contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovations costs including but not limited to site preparation, construction, and landscaping as described in the Project Description/Objective above.
6. Equipment purchase/installation: including but not be limited to equipment and materials required (e.g., electrical, plumbing, construction, landscaping, seating, stage area) for the creation of a downtown green space at the address identified above in Project Location.