

The Corporation of the Municipality of Brockton



By-Law 2023-008

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 further amended the Agreement on September 20, 2022 as per By-Law 2022-144;

And Whereas the Corporation of the Municipality of Brockton desires to enter into an additional amended contribution agreement effective January 3, 2023;

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 His Majesty the King 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 Council of the Corporation of the Municipality of Brockton hereby ratify the Chief Financial Officer and Clerk being authorized to sign the amended Contribution Agreement with His Majesty the King 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 3 By-Law".

Read, Enacted, Signed and Sealed this 31st day of January, 2023.

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 January 3, 2023

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*"), as amended by Amending Agreement #01 made as of December 21, 2021, 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 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 15 days of its signature on behalf of the Minister.

3. **Amendment**

3.1 In the Contribution Agreement, Section 2.1 – Definition, Completion Date and Definition, Program Completion Date are hereby deleted and replaced by the following:

Completion Date means the Project completion date, June 30, 2023.

Program Completion Date means March 31, 2024.

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.

4.7 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.

Remainder of this page is 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: **King,
Jeffrey**

Digitally signed by King, Jeffrey
DN: C=CA, O=GC, OU=
FEDDEVONT, CN="King, Jeffrey"
Reason: I am approving this
document
Location: Waterloo, Ontario
Date: 2023.01.03 11:01:52-05'00'
Foxit PDF Editor Version: 12.0.2

Jeff King, 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: Jan 3, 2023

I have authority to bind the corporation.

Per: 
Fiona Hamilton
Clerk

Date: January 3, 2023

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: June 30, 2023

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 June 30, 2023. 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
Purchase of equipment including: <ul style="list-style-type: none">Outdoor tables and chairsOutdoor benchesBicycle rack	2023-03-31
Excavation and preparation of lot at 312 Durham Street	2023-04-30
Utilities including electrical and water/drainage installed	2023-05-31
Surfacing of pathways and landscaping completed	2023-06-15
Construction of performance stage and heritage/interpretation	2023-06-15

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				Total
	Created		Maintained ²		
	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 %)	
2023-24	\$ 73,708	\$ 55,281	75%
TOTAL	\$ 73,708	\$ 55,281	75%

STACKING CALCULATION	Eligible Capital Costs Capital Costs	Eligible Non-Capital Costs
Total Eligible Costs ⁴	\$ 499,564	\$ 0
Total Government Contributions	\$ 419,564	\$ 0
Stacking %	83.99%	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.

Remainder of this page is intentionally left blank