

The Corporation of the Municipality of Brockton



By-Law 2019-154

Being a By-Law to Authorize the Signing of a Grant Contract Agreement between Ontario Trillium Foundation and the Corporation of the Municipality of Brockton for the Purpose of Providing a Capital Grant for the Bruce Power Regional Soccer Park Field Drainage

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 Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Grant Contract Agreement with the Ontario Trillium Foundation with respect to providing a capital grant for the Bruce Power Regional Soccer Park field drainage;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into a Grant Contract Agreement with the Ontario Trillium Foundation which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Chief Financial Officer said agreement dated December 3, 2019, between the Corporation of the Municipality of Brockton and the Ontario Trillium Foundation is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Ontario Trillium Foundation Soccer Field Drainage Agreement By-Law".

Read, Enacted, Signed and Sealed this 3rd day of December, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

2019-11-06, Municipality of Brockton (CP105801)

GRANT CONTRACT

("the CONTRACT")

BETWEEN

**Ontario Trillium Foundation
("The Foundation")**

AND

**Municipality of Brockton
("The Grantee")
100 Scott St., PO Box # 68
Walkerton, Ontario N0G 2V0**

\$88,000 over 6 months

Delivering improved infrastructure with a \$88,000 grant over 6 months to make needed upgrades to two soccer pitches, increasing the season and providing improved field quality. Fostering more active lifestyles, this initiative is helping infrastructure for unstructured and structured physical activities, and has an impact on the lives of 600 people in the community.

Application ID No.: CP105801

**Approval Date:
2019-09-19**

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Terms and Conditions

1. Use of Grant Funds

- Grant funds may only be used for the exclusive purpose of the project as it is described in Schedule A ("The Grant"). Grant funds may only be spent for the items and activities described in Schedule A.
- Grant funds are not to be used for the purchase of alcohol or Cannabis.
- Grant funds are not to be used by or for any organization or individual other than those specified in Schedule A.
- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Reallocation of Grant Funds Policy" published on the Foundation's website at www.otf.ca (the "OTF Website"), including that Policy as it may be amended from time to time.
- The Grantee acknowledges that the amount of Grant funds available to it is based on the actual costs to the Grantee, less any costs (including HST and other taxes) for which the Grantee has received, will receive, or is eligible to receive a rebate, credit or refund.
- Any unspent Grant funds must be returned to the Foundation, unless the Foundation has given prior written approval for such funds to be spent on other items or activities that are consistent with the Grant's purpose.
- The Grantee fully understands that all payments of Grant funds to the Grantee are funded by the Ontario Government and are wholly conditional upon the Foundation receiving sufficient funding from the Ontario Government. The Grantee understands that if funding is not provided to the Foundation, or is provided in an insufficient amount by the Ontario Government, the Foundation is not obligated to make any payments of Grant funds to the Grantee and the Foundation may reduce the amount of Grant funds, otherwise modify the Grant, or terminate the Grant.
- The Grantee acknowledges that it is obliged to take reasonable care in screening volunteers and staff participating in the project described in Schedule A.

2. Maintaining Eligibility Status

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the eligibility status of the Grantee set out in the Grantee's application to the Foundation for Grant funds is current and in good standing.
- The Grantee represents and warrants that the Grantee has read, is in compliance with and agrees to comply in the future with the Foundation's "Eligibility Policy" and "Advocacy Activities for Grantees Policy" published on the OTF Website, including those Policies as they may be amended from time to time.
- The Grantee represents and warrants that the Grantee has and will, for the duration of the Grant, maintain its current status as cited in the Grantee's Organization Registration with OTF, and will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's registration with the Foundation.

3. Payment of Grant Funds

- The Foundation will pay Grant funds according to the terms stated in Schedule A.
- The Grantee must have - or must establish - a bank account in its own name at a Canadian financial institution. Until used in accordance with this Grant Contract, the Grant funds will be kept in this account.
- The Foundation must receive an electronically-signed copy of this Grant Contract before sending the first Grant payment to the Grantee.
- The Foundation may withhold Grant payments or terminate the Grant if, in the Foundation's opinion, the Foundation:
 - is not satisfied with the Grantee's progress;

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- determines that the Grantee is unable to complete the Grant in a satisfactory manner or within the approved timelines;
 - determines that the Grantee is not complying with this Grant Contract, as defined in Section 16 below; or
 - determines that continuing the Grant is not in the general public's interest.
- If the Grantee has received more than one Grant from the Foundation and OTF terminates one or more of those Grants, OTF may withhold payments under or terminate any or all of the other Grants of the Grantee.
- The Foundation may withhold Grant payments or terminate the Grant if the Grantee ceases to operate, is insolvent or otherwise unable to pay its debts, makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or proceedings are commenced to adjudge bankrupt, place in receivership, wind up, dissolve or liquidate the Grantee.

4. **Mandatory Orientation Session**

The Grantee will attend the Foundation's Orientation Webinar in order to understand its role and responsibilities as an OTF Grantee.

5. **Grant Results and Metrics**

- The Grantee, as specified in Schedule A, will track and report on Grant Results and Metrics, as required, for this Grant.
- For applicable Grantees with a Grow grant, the Grantee will comply with the requirement of administering pre and post surveys to program participants and make every reasonable effort to ensure program participants complete pre and post standardized survey tools identified by OTF using the OTF survey administration platform.

6. **Reporting and Grant Monitoring**

- The Grantee will immediately notify the Foundation of any changes to the finances, governance, management, staffing or operations of the Grantee such as a change to the legal status or name, or any other matter that might impact, delay or stop the successful completion of the Grant.

Progress and Final Reports

- The Grantee will submit complete progress reports and/or a final report to the Foundation at the times specified in Schedule A.
- In these reports the Grantee will clearly explain the Grantee's use of the Grant funds and the progress the Grantee has made toward achieving the metrics specified in Schedule A and the Grant Results.
- All reports will be submitted according to the Foundation's requirements.
- The Foundation will review the progress the Grantee makes toward achieving the specified Metrics and Grant Results. Monitoring progress may involve on-site visits by Foundation representatives.
- The Foundation may also ask to consult with the Grantee's personnel regarding the Grantee's expenditures, records, progress, and achievements relating to the Grant. The Grantee will co-operate with any such inquiry by the Foundation and will make the Grantee's reports, records (as described in Section 7 below), and the Grantee's personnel available for the purpose of the inquiry.
- If the Foundation does not receive progress reports in a timely manner or the Foundation receives progress reports which are not in compliance with this Grant Contract, the Foundation will withhold payments until the late reports or reports considered by the Foundation to be satisfactory, as the case may be, are received, and may require that reports be provided to the Foundation with increased frequency and in accordance with such further requirements as the Foundation may specify. The Foundation may

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terminate the Grant if any progress report is not received within sixty (60) days of the date on which it was due.

- If the Foundation does not receive final reports in a timely manner, this may be taken into consideration in assessing a future Grant application, and the Foundation may, in its discretion, decline to release to the Grantee any holdback payment referred to in Schedule A.

Additional Reporting

- In addition to the regular scheduled reports, the Foundation may ask the Grantee to submit additional interim reports, verbally or in writing, which the Grantee will provide on a timely basis.
- The Grantee acknowledges and agrees that OTF has the unrestricted right to use all information provided by the Grantee, including sharing best practices and lessons learned to promote knowledge mobilization in the community and the Foundation; building evidence-based policy and program design in the public benefit sector; and sharing information with the public. As an agency of the Government of Ontario, the Foundation may use and disclose all information provided to it in carrying out its mandate, consistent with access and privacy legislation and the government's Open Government commitment.
- In addition, for applicable Grantees with a Grow grant, the Grantee will comply with the requirement of administering pre and post surveys to program participants and make every reasonable effort to ensure program participants complete a standardized pre and post survey tool that will provide OTF with data on its collective achievement in meeting stated Priority Outcomes.

7. Records

- The Grantee will keep all reports (including supporting documentation) submitted to the Foundation as outlined in the previous Section 6, Reporting and Grant Monitoring.
- The Grantee will maintain accounting records that clearly show the receipt of Grant funds and how the money has been spent. All related records and supporting documentation will be available for inquiries, evaluations or audits by the Foundation for the purposes of this Grant Contract. Such records and supporting documents shall include but are not limited to a general ledger listing of detailed Grant expenses for all products, services, and salaries; corresponding invoices and proof of payment documents; bank statements, employment contracts, payroll registers, employee paycheques, Canada Revenue Agency records, and certificates of completion.
- The Grantee will keep records substantiating fulfillment of specified targets, metrics, conditions, and requirements, if any, and make them available to the Foundation on request.
- The Grantee will keep records relating to operations, employees, volunteer and program participants, including but not limited to registration forms of members, volunteers, and participants, and make them available to the Foundation on request.
- The Grantee will retain all records of Grant receipts and expenditures as outlined in detail in Sections 6 and 7 of this Grant Contract for at least six (6) years after the completion of the Grant.

8. Advocacy

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Advocacy Activities for Grantees Policy" published on the OTF website, including that Policy as it may be amended from time to time.

9. Recognition of the Foundation's Funding

- The Grantee represents and warrants that it has read and agrees to comply with the

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Foundation's "Recognition Policy" published on the OTF Website, including that Policy as it may be amended from time to time. The Grantee understands that its compliance with the Recognition Policy will be monitored.

- Photos taken at recognition events may be used by OTF on its website and/or in other publications.

10. Evaluation and Audit

- The Foundation or the Auditor General of Ontario may conduct or commission an evaluation or audit of this Grant. (The Foundation currently audits a minimum of 10% of its grants annually.) The Grantee will co-operate with any such evaluations or audits, including but not limited to making the Grantee's records as described in Sections 6 and 7 of this Grant Contract and the Grantee's personnel available to Foundation personnel or consultants, or those of the Auditor-General of Ontario, for the purpose of the evaluation or audit. If the project for which the Grant funds are to be spent is funded by parties in addition to the Foundation, the Grantee's duty of co-operation with any evaluation or audit of this Grant by the Foundation shall include making available to the Foundation the entirety of the Grantee's records with respect to the project where required by the Foundation for the purpose of its evaluation or audit of this Grant.

11. Applicable Laws

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the Grantee has complied and will comply with all applicable federal and provincial laws and regulations, municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Grant. This includes but is not limited to - where applicable - the Ontario Human Rights Code, the Ontario Employment Standards Act, and the Income Tax Act.
- The Grantee further represents and warrants that it has read and agrees to comply with the Foundation's "Anti-Discrimination Policy" published on the OTF Website, including that Policy as it may be amended from time to time.
- The Grant Contract will be interpreted in accordance with the laws of Canada, the Province of Ontario, any municipality in the Province of Ontario, and any court order.

12. Insurance

- The Grantee will purchase and maintain insurance, including but not limited to property insurance, casualty insurance, and general liability insurance, which is adequate for the purposes of the Grantee's operations. Adequate insurance coverage must be maintained for the duration of the Grant.

13. Indemnity

- The Grantee agrees to indemnify and save the Foundation, its officers, directors, employees, and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, including any claim for negligence of the Foundation, arising out of or in any way related to the Grant, the Grantee, or the payment or non-payment of Grant funds to the Grantee. The Foundation holds this indemnity in trust for parties who are not parties to this Grant Contract.

14. Termination

- If the Grantee violates any of the provisions of this Grant Contract including the attached Schedules, the Foundation has the right to terminate the Grant.
- If the Grant is terminated, the Foundation will withhold any further payments of Grant funds.
- If the Grant is terminated, the Grantee must repay any unspent portion of the Grant funds to the Foundation. The Grantee will also repay to the Foundation Grant funds that the Grantee has spent if, in the Foundation's sole opinion, such Grant funds have not been spent in accordance with this Grant Contract.

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- Any decision by the Foundation to terminate this Grant will be final and legally binding.

15. Acquisition of Goods and Services; Distribution of Assets

- If the Grantee acquires supplies, equipment or services (including the hiring of staff) with Grant funds, it shall do so through a process that promotes the best value for money and is free from an actual or potential conflict of interest.
- A conflict of interest includes any circumstances in which the Grantee or any person who has the capacity to influence the Grantee's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Grantee's objective, unbiased and impartial judgment. The Grantee will disclose to the Foundation, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest, and comply with any terms or conditions that the Foundation may prescribe as a result of the disclosure.
- The Grantee will not, without the Foundation's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Grant funds or for which Grant funds were provided.
- If within five years of receiving the Grant funds the Grantee dissolves or no longer needs assets, whether real or personal property, purchased with the Grant funds, the Grantee will at the request of the Foundation transfer any such assets with a value of \$5,000 or more, for no consideration and clear of such encumbrances as the Foundation may in its discretion specify, to a not-for-profit organization that meets the Foundation's "Eligibility Requirements" as set out in the Foundation's Eligibility Policy or, in the discretion of the Foundation, to the Foundation. The Grantee will co-operate with due diligence inquiries by the Foundation or other qualified transferee prior to the transfer and will make all relevant documentation of the Grantee available for the purpose of such inquiries prior to the transfer.

16. Entire Agreement

- This Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s), the Foundation Policies referred to in this Grant Contract, all additional Foundation Policies posted on the Foundation's website at www.otf-policies.ca, including as they be amended from time to time, and any amending agreement entered into as provided for below, constitutes the entire agreement between the Foundation and the Grantee and supersedes all prior oral or written representations and agreements.

17. Modification and Waiver

- This Grant Contract may only be modified by an amendment in writing duly executed by authorized personnel of the Foundation and the Grantee. If the Grantee fails to comply with any term of this Grant Contract, the Grantee may only rely on a waiver of the Foundation if the Foundation has provided a written waiver to the Grantee. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

18. Acknowledgement

- The Grantee acknowledges that it has read and understands the provisions contained in the entire Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s) and the OTF Policies referred to in this Grant Contract, and agrees to be bound by the terms and conditions contained in the entire Grant Contract.

19. Capital Grants (For Grants with a Capital Component Only)

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Capital Grants Policy" published on the OTF Website, including that Policy as it may be amended from time to time.
- Without limiting the application of Section 12 above to the capital project, the Grantee will

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purchase and maintain insurance including but not limited to property insurance, casualty insurance, and general liability insurance which is adequate for the purposes of the capital project of the Grantee, including operations at the project site and any equipment used as part of the project. Adequate insurance coverage must be maintained for the duration of the Grant.

- Without limiting the application of Section 13 above to the capital project, the Foundation is not responsible or liable for the quality of design, construction, maintenance or operation of the capital project. The Foundation is not responsible or liable for any loss or damages arising out of or relating to the design, construction, maintenance or operation of the capital project.
- The Grantee will ensure that all renovations, modifications, and additions meet or exceed all applicable by-laws, building codes and project specifications, and will obtain and keep all relevant certificates of completion.

20. No Partnership or Joint Venture

- It is expressly acknowledged and agreed that this Grant Contract, the Grant or the conduct of the Foundation and the Grantee relating to the Grant shall not create any form of partnership or joint venture between the Foundation and the Grantee.

21. Non-Assignability

- This Grant Contract shall not be assigned by the Grantee without the written consent of the Foundation.

22. Reliance by Foundation

- The Grantee acknowledges that in providing the Grant to the Grantee, the Foundation has relied on the representations and warranties contained herein and all information provided to the Foundation in the Grantee's application to the Foundation for Grant funds and all other information provided in writing to the Foundation by the Grantee. The Grantee further represents, warrants and agrees that such information is correct, will continue to be correct, and contains no material misrepresentations. The Grantee agrees to immediately notify the Foundation if any such information ceases to be correct.

23. Severability of Provisions

- The invalidity or unenforceability of any provision of this Grant Contract will not affect the validity or enforceability of any other provision of the Grant Contract. Any invalid or unenforceable provision will be deemed to be severed.

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Declaration of Understanding

**I declare that I have read and understand the Grant Contract between
the Ontario Trillium Foundation (OTF)
and my organization (Municipality of Brockton)**

This includes all OTF Policies, published at www.otf.ca.

In addition to the Grant Contract, I further declare that:

I, or the appropriate person in my organization for this Grant, have participated in OTF's orientation webinar and understand the role and responsibilities of an OTF grantee.

I understand that I must provide OTF with the details for a bank account in the name of my organization at a Canadian financial institution, and have added this information to our grant portal.


I understand that if my grant includes capital renovations to land or property, that my organization must hold proof of ownership or a minimum five-year lease agreement, and that this documentation will be provided to OTF immediately upon request.

I understand that OTF sets parameters to support the effective use of grant funds while ensuring accountability and the appropriate use of public funds and that Grant funds can only be reallocated in accordance with the terms of the Reallocation of Grant Funds Policy.

I have reviewed and understand the OTF reporting requirements for this program, including timing and tools for reporting to OTF. I understand what information needs to be tracked and how to complete the reports, including, where applicable for grantees with a Grow grant, the use of standardized pre and post survey tools provided by OTF.

IN WITNESS WHEREOF, the Grant Contract has been signed on behalf of the parties as of the dates indicated below. I have the authority to legally bind the organization in this Grant Contract.

Ontario Trillium Foundation
Per:

 Beth Puddicombe
Vice-President,
Community Investments
2019-09-19

Municipality of Brockton
Per:

X
Name : Trish Serratore

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SCHEDULE A

BUDGET GRANT RESULT AND METRICS PAYMENT AND REPORT SCHEDULES

Grantee: Municipality of Brockton
Application ID: CP105801 **Approved Amount:** \$88,000.00
Approval Date: 2019-09-19 **Grant Term:** 6 Months
Assigned Staff: Faustina Fordjor

The Grant to your organization is based on information provided in your application.

BUDGET

Grant funds may only be spent as per the approved amounts in each of the categories below, which are based on itemized details provided in the financial workbook submitted with your application. Moving spending between categories must receive prior written consent from OTF.

Direct Personnel Costs

OTF Budget Request	Requested Amount	Notes
Construction/Renovation	\$88,000.00	Professional Survey, and Design of the Pitch 3 & 4 restoration of the Bruce Power Regional Soccer Park. Supply and Install 390 linear meters (lm) of perforated collector pipes and 5,060 lm of sub-collector pipes. Supply and 15,200 lm of Install Sand Slits.
Equipment	\$0.00	
Property Purchase	\$0.00	
Developmental Costs	\$0.00	
Total Project Costs	\$88,000.00	

OTF INVESTMENT STRATEGY ALIGNMENT

Your grant has been approved for the following purpose: Delivering improved infrastructure with a \$88,000 grant over 6 months to make needed upgrades to two soccer pitches, increasing the season and providing improved field quality. Fostering more active lifestyles, this initiative is helping infrastructure for unstructured and structured physical activities, and has an impact on the lives of 600 people in the community.

Priority Outcome: Higher quality programming and infrastructure to support physical activity.

Grant Result: infrastructure for unstructured and structured physical activities.

You will be expected to measure and report on the following:

Metrics	Targets
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Amount of new/renovated space (sqft)	125440
Amount of new/renovated space (km)	0

Payment and Report Schedule

Scheduled Event	Payment Amount	Date
Payment	\$79,200.00	2020-04-02
Final Report		2020-10-31
Payment	\$8,800.00	2020-11-20