

## Report to Council

<b>Report Title:</b>	Canada Community Revitalization Fund Amended Agreement for The Market Garden		
<b>Prepared By:</b>	Mark Coleman, Director of Community Services		
<b>Department:</b>	Parks and Recreation		
<b>Date:</b>	January 11, 2022		
<b>Report Number:</b>	REC2022-01	<b>File Number:</b>	C11REC, F11, R05
<b>Attachments:</b>	Amended CCRF Contribution Agreement 1000193		

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### **Recommendation:**

That the Council of the Municipality of Brockton hereby approves Report Number REC2022-01 – Canada Community Revitalization Fund Amended Agreement for The Market Garden, prepared by Mark Coleman, Director of Community Services and in doing so authorizes a By-Law coming forward entering into an Amended Contribution Agreement for Project #1000193.

### **Report:**

#### **Background:**

On July 13, 2021 Staff submitted a funding application to FedDev of Southern Ontario through the Canada Community Revitalization Fund in support of the development of The Market Garden Park at 312 Durham Street East, Walkerton. Staff received notice of approval for the application on August 13, 2021.

At its August 24, 2021 meeting, Council received and approved the Contribution Funding Agreement.

On December 22, 2021, Staff received notice from the program requesting that the funding agreement be amended for house keeping purposes internal of the program. Amended agreement is attached for Council's information. Further, via a reply email, return a signed and dated copy of the Amending Agreement at Council's earliest convenience to be signed by February 7, 2022.

#### **Analysis:**

The amended agreement does not affect the amount of funding to be received or any requirements of the municipality. Staff recommends that Council authorize acceptance and execution of the amended agreement.

## Strategic Action Plan Checklist:

What aspect of the Brockton Strategic Action Plan does the content/recommendations in this report help advance?

- Do the recommendations help move the Municipality closer to its Vision? Yes
- Do the recommendations contribute to achieving Heritage, Culture, and Community? Yes
- Do the recommendations contribute to achieving Quality of Life? Yes
- Do the recommendations contribute to achieving Land Use Planning and the Natural Environment? Yes
- Do the recommendations contribute to achieving Economic Development? Yes
- Do the recommendations contribute to achieving Municipal Governance? Yes

## Financial Impacts/Source of Funding:

- Do the recommendations represent a sound financial investment from a sustainability perspective? Yes

The municipal portion of funding required for this project is included in the draft 2022 Municipal Budget. Additional funds are also being generated through the Fund-Raising Campaign currently running. We also await the results of the \$25,000 grant application to Hydro One - Energizing Life Community Fund 2022.

### Reviewed By:



Trish Serratore, Chief Financial Officer

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### Respectfully Submitted by:



Mark Coleman, Director of Community Services

### Reviewed By:



Sonya Watson, Chief Administrative Officer

**CANADA COMMUNITY REVITALIZATION FUND**  
**AMENDING AGREEMENT #01**

This Amending Agreement is made as of December 21, 2021

**BETWEEN:**            **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
                                 (“Her 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 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, (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) Up to *twenty-four percent (24%)* of Eligible and Supported Costs of the Project incurred by the Recipient; and

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

3.2 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.

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

Project #: **1000193 – Amending Agreement #01**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

**Tania Zoldak**, Acting Manager,  
Canada Community Revitalization Fund  
Federal Economic Development Agency  
for Southern Ontario

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Trish Serratore  
Chief Financial Officer

I have authority to bind the corporation.

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Fiona Hamilton  
Clerk

I have authority to bind the corporation.

**Schedule 1**

CANADA COMMUNITY REVITALIZATION FUND

**DURHAM STREET PARK WALKERTON – STATEMENT OF WORK**

Primary Project Location: 312 Durham St East., Walkerton, ON N0G2V0  
 Project Start Date: September 1, 2021  
 Project Completion Date: June 30, 2022

**Project Description/Purpose/Objective**

**OBJECTIVE**

The Municipality of Brockton will undertake the activities necessary to revitalize an empty lot in the downtown core of Walkerton by June 30, 2022. Specifically, the project will support planting trees, installation of a performance/display space including seating, installation of a water feature and heritage wall, and construction of accessible paths. 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), and the Municipality contribution of \$133,985 towards project costs.

**ACTIVITIES**

Activity	Estimated Completion Date
Project tendering process is completed and contract awarded	2021-10-12
Utilities including electrical and water/drainage installed	2021-10-29
Excavation and preparation of lot at 312 Durham Street	2021-11-05
Surfacing of pathways and landscaping completed	2021-11-12
Purchase of equipment including: <ul style="list-style-type: none"> <li>• Outdoor tables and chairs</li> <li>• Outdoor benches</li> <li>• Bicycle rack</li> </ul>	2022-03-31
Construction and installation of performance stage	2022-05-30
Construction and installation of heritage/interpretation wall	2022-05-30

**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**

- 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.

Measurement	At Project End
Total cash leveraged	\$183,985
Number of community public spaces created	0
Number of community public spaces expanded	1
Number of community public spaces improved	1

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

<sup>1</sup>Full-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.

<sup>2</sup>Maintained 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.

<sup>3</sup>Permanent job is a position without a fixed end date.

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

**Project Costs & Financing**

<b>COSTS</b>	<b>Eligible &amp; Supported<sup>1,2</sup></b>		<b>Eligible &amp; Not Supported</b>	<b>Ineligible</b>	<b>Total</b>	
<b>CAPITAL COSTS</b>						
Facility construction/renovations <sup>5</sup>	\$ 163,446	68.3%	\$ 0	\$ 0	\$ 163,446	68.3%
Equipment purchases/installation <sup>5</sup>	\$ 75,820	31.7%	\$ 0	\$ 0	\$ 75,820	31.7%
<b>NON-CAPITAL COSTS</b>						
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%
<b>TOTAL</b>	<b>\$ 239,266</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 239,266</b>	<b>100.0%</b>

<b>FINANCING</b>	<b>Eligible &amp; Supported</b>		<b>Eligible &amp; Not Supported</b>	<b>Ineligible</b>	<b>Total</b>	
FedDev Ontario	\$ 55,281	23.1%			\$ 55,281	23.1%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Other Private (Equity/Financing)	\$ 50,000	20.9%	\$ 0	\$ 0	\$ 50,000	20.9%
Applicant	\$ 133,985	56.0%		\$ 0	\$ 133,985	56.0%
<b>TOTAL</b>	<b>\$ 239,266</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 239,266</b>	<b>100.0%</b>

<b>CONTRIBUTION ALLOCATIONS BY FISCAL YEAR<sup>3</sup></b>	<b>Eligible &amp; Supported Project Costs</b>	<b>FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)</b>	
2022-23	\$ 239,266	\$ 55,281	24%
<b>TOTAL</b>	<b>\$ 239,266</b>	<b>\$ 55,281</b>	<b>24%</b>

<b>STACKING CALCULATION</b>	<b>Eligible Capital Costs</b>	<b>Eligible Non-Capital Costs</b>
<b>Total Eligible Costs<sup>4</sup></b>	\$ 239,266	\$ 0
<b>Total Government Contributions</b>	\$ 55,281	\$ 0
<b>Stacking %</b>	23.1%	0.0%
<b>Stacking Limit</b>	<b>100.0%</b>	<b>100.0%</b>

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 & Equipment purchase/installation: including but not be limited to site preparation, construction, landscaping and materials required (e.g., electrical, plumbing, construction, landscaping, seating, stage area) for the creation of a public park at the address identified above in Project Location.