



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2875

A BY-LAW TO AUTHORIZE THE REEVE AND CAO TO EXECUTE AN AGREEMENT WITH ONTARIO TRILLIUM FOUNDATION

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

AND WHEREAS the Council of the Corporation of the Township of Augusta desires to enter into an agreement with Ontario Trillium Foundation for a grant for a Playground Structure in North Augusta

NOW THEREFORE the Council of The Corporation of the Township of Augusta enacts as follows:

1. The Reeve and CAO are hereby authorized to execute the agreement attached hereto as Schedule "A".
2. Schedule "A" attached hereto shall form part of this by-law.

READ a first and second time this 28th day of March, 2011.

READ a third time and passed this 28th day of March, 2011.



REEVE



CLERK

LETTER OF AGREEMENT

BETWEEN

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

AND

**Township of Augusta
("The Grantee")**

3560 County Road 26

RR #2

Prescott ON K0E 1T0

\$25,800 over 12 months to help increase physical activity for children by replacing a 20-year-old play structure with a new installation accessible to children with wheelchair mobility in the community of North Augusta.

Application ID No.: 106959

**Approval Date:
March 03, 2011**

Please read this Letter of Agreement carefully. It outlines the Foundation's expectations of the Grantee and the Grantee obligations. It also ensures that the Grant benefits Ontarians and the Grantee is accountable for public Grant funds. By signing it, the Grantee legally agrees to the following 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 by or for any organization or individual other than those specified in Schedule A.
- The Grantee has received, read, and agrees to comply with the "Reallocation of Grant Funds Policy" stated in Schedule B ("Foundation Policies") as may be amended from time to time.
- 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.

2. Maintaining Not-For-Profit Status and/or Charitable Registration Number

- By signing this Letter of Agreement, the Grantee represents, warrants, acknowledges and confirms the eligibility status set out in the Grantee's application is current and in good standing. The Grantee also represents and warrants that the Grantee:
 - is not in breach of any laws in Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order
 - has and will maintain its current status in the Grantee's application for the duration of the Grant, and
 - has and will comply with the provisions of the *Income Tax Act* and its Regulations that apply to the Grantee.
- The Grantee will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's application.

3. Payment of Grant Funds

- The Foundation will pay Grant funds according to the terms stated in Schedule A.
- The Foundation must receive a signed original copy of this Letter of Agreement before sending the first Grant payment to the Grantee.
- The Foundation may temporarily withhold Grant payments or terminate this Letter of Agreement if, in the Foundation's opinion, the Foundation:
 - is not satisfied with the Grantee's progress
 - determines that the Grantee is unable to complete the Grant in a satisfactory manner
 - determines that the Grantee is not complying with one or more of the Foundation's policies or specific conditions that relate to the Grant, or
 - determines that continuing the Grant is not in the general public's interest.

4. Reports

- The Grantee will submit complete progress reports and 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 Grant's expected outcomes and how the Grantee has complied with the terms and conditions of this Letter of Agreement including Schedule A.
- All reports will be submitted using the Foundation's Reporting Forms.

- In addition to these regular reports, the Foundation may ask the Grantee to submit additional interim reports, verbally or in writing, which the Grantee will provide.
- The Foundation will review the progress the Grantee makes toward achieving the Grant's 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.
- If the Foundation does not receive progress in a timely manner, it will withhold payments until the late reports are received and considered by the Foundation to be satisfactory. The Foundation may terminate this Letter of Agreement if any such 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. The Grantee will immediately notify the Foundation of any changes to the Grantee that might delay or stop the successful completion of the Grant.

5. Records

- The Grantee will maintain accounting records that clearly show the receipt of Grant funds and how the money has been spent. All records and supporting documentation will be available for inspection by the Foundation.
- The Grantee will keep records of Grant receipts and expenditures for at least six (6) years after the Grant ends. The Grantee will also keep copies of all the reports (and supporting documentation) the Grantee submits to the Foundation for at least six (6) years after the completion of the Grant.

6. Advocacy

- The Grantee represents and warrants that it has received and read the Foundation's "Advocacy Policy" in Schedule B as may be amended from time to time, and the Grantee agrees to comply with this policy.

7. Recognition of the Foundation

- The Grantee has received and read the Foundation's "Recognition Policy" stated in Schedule B as may be amended from time to time, and the Grantee agrees to comply with this policy.
- Under the "Recognition Policy" the Grantee will recognize the Foundation's support at public events, in all communications and publications and seek other opportunities to publicly recognize the Foundation.
- Photos taken at recognition events may be used by OTF from time to time, on its website and/or other publications.

8. Evaluation and Audit

- The Foundation or the Auditor General of Ontario may conduct or commission an evaluation or audit of this Grant. The Grantee will participate in any such evaluations or audits and make the Grantee's records, books, supporting documentation, and reports available to Foundation personnel or consultants or those of the Auditor-General of Ontario.

9. Human Rights Code

- The Grantee will operate in accordance with the Ontario Human Rights Code.

10. Insurance

- The Grantee will purchase and maintain adequate insurance including property insurance, casualty insurance, and general liability insurance. Adequate insurance coverage must be maintained for the duration of the Grant.

11. 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, arising out of or in any way related to the Grant or to the Grantee. The Foundation holds this indemnity in trust for parties who are not parties to this Letter of Agreement.

12. Violation of Agreement; Change of Status

- If the Grantee violates any of the provisions of this Letter of Agreement, including the attached Schedules, the Foundation has the right to terminate the Grant.
- The Grantee will immediately notify the Foundation if the Lead Applicant, as set out in the Foundation's Program Guidelines, in a collaborative Grant changes. If the Foundation is not satisfied that a suitable new Lead Applicant has been appointed, it may terminate this Grant.

13. Termination

- If this Letter of Agreement is terminated, the Foundation will withhold any further payments of Grant funds.
- If this Letter of Agreement is terminated, the Grantee must repay any unspent portion of the Grant funds to the Foundation. The Grantee will repay the 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 Letter of Agreement.
- Any decision by the Foundation to terminate this Grant will be final and legally binding.

14. Distribution of Assets

- If within 5 years of receiving the Grant funds the Grantee dissolves or no longer needs assets purchased with the Grant funds, the Grantee will disburse any assets with a value of \$5000 or more at no cost to a not-for-profit organization that meets the Foundation's "Eligibility Requirements" as set out in the Foundation's Program Guidelines.

15. Modification

- This Letter of Agreement and the attached schedules establishes all the terms and conditions of the Grant. It replaces all previous understandings and agreements.
- Changes to this Agreement can only be made in writing. All changes require the signatures of an authorized officer from the Grantee and from the Foundation.

16. Applicable Law

- This Letter of Agreement will be interpreted in accordance with the laws of Canada, the Province of Ontario, any municipality in the Province of Ontario, or any court order.

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

- The Grantee has all appropriate insurance to cover the project site and any equipment used as part of the project.
- The Foundation is not responsible or liable for the quality of design, construction, and maintenance of the project. The Foundation is not responsible or liable for any loss or damages arising out of or connected with the project.
- The Grantee will ensure that all renovations, modifications, and additions meet or exceed all applicable building codes and project specifications.

18. No Partnership or Joint Venture

- It is expressly acknowledged and agreed that nothing in this Letter of Agreement and its Schedules or the advance of any Grant funds to the Grantee creates or causes to be created any form of partnership or joint venture between the Foundation and the Grantee.

19. Non-Assignability

This letter of agreement shall not be assigned by the Grantee without the written consent of the Foundation.

20. Reliance by Foundation

The Grantee represents, warrants, agrees, and acknowledges that the Foundation has relied on the representations and warranties contained herein in providing the Grant, and that the information contained in the application continues to be correct and contains no material misrepresentations.

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

The Ontario Trillium Foundation

Township of Augusta

Per:

Patricia Else

Name

Director of Grant Operations

Title

Patricia Else

Signature

March 10 2011

Date

Per:

MEL CAMPBELL

Name (Please print.)

REEVE

Title

Mel Campbell

Signature

MARCH 30 2011

Date

Witness:

Mary Banks

Name

Coordinator of Program Administration

Title

Mary Banks

Signature

March 10, 2011

Date

Witness:

RICHARD BENNETT

Name (Please print.)

CAO / CLERK

Title

Richard Bennett

Signature

MARCH 30, 2011

Date

**SCHEDULE A:
BUDGET, CONDITIONS AND EXPECTED RESULTS, PAYMENT AND REPORT SCHEDULES**

Grantee: Township of Augusta
 Application ID#: 106959 Approved Amount: \$25,800
 Approval Date: March 03, 2011 Grant Term: 12 months
 Assigned Staff: Stephanie Attwood

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

BUDGET:

Grant funds may only be spent for the items and activities described here.

Type	Item	Year 1 \$		Total \$	
		Req	Appr	Requested	Approved
Equipment	Wheelchair Accessible play structure and swings	\$25,800	\$25,800	\$25,800	\$25,800
Total		\$25,800	\$25,800	\$25,800	\$25,800

FIT WITH PRIORITIES OF THE FOUNDATION:

The Foundation is providing funds for this initiative to support:

- **Healthier Ontarians**

The goal is to:

- **Promote physical activity for people of all ages and abilities**

OUTCOMES:

In progress and final reports the Grantee will clearly explain the use of the grant funds and the progress made toward achieving the grant's expected results as measured by the performance indicators outlined below.

The objective of the grant is

- **To maintain and enhance community-based space for structured and unstructured physical activity**

EXPECTED RESULTS AND PERFORMANCE INDICATORS:

Year	Expected Results	Performance Indicators
Year 1	Increased physical activity for children	<ul style="list-style-type: none"> • Unsafe twenty year old play structure removed. • New play structure installed, providing integrated play opportunities for children in the rural community, including those with limited physical mobility.

CONDITIONS:

Condition	Due
Release of payment is conditional upon receipt of a building permit, or written confirmation that the municipality does not require one.	With LOA
Release of payment is conditional upon the receipt of a long term maintenance plan.	With LOA

OTHER REQUIREMENTS:

Requirement	Due
Building official to provide written confirmation upon completion of the project verifying the play structure conforms to CAN/CSA-Z614-07, 'Children's Playspaces and Equipment'	With Final Report

PAYMENT AND REPORTS SCHEDULE:

Due Dates yyyy-mm-dd	Reports	Payment Amounts
2011-03-24	Letter of Agreement	
2011-03-29		\$25,800
2012-07-03	Final Report	

SCHEDULE B: FOUNDATION POLICIES

ONTARIO TRILLIUM FOUNDATION ADVOCACY POLICY

OTF is responsible for managing public funds by distributing these funds in the form of grants to charities and not-for-profit organizations for initiatives that benefit the communities these organizations serve. Organizations or activities that promote a biased viewpoint or advocate a political position on issues of public concern are beyond the funding mandate of OTF.

Consistent with its mandate of providing grants to charitable and not-for-profit organizations in Ontario, OTF will not fund:

- Any organization whose major activities and/or major resources are used to directly influence the position of political parties or to bring about change in law or government policy, through lobbying of government or political activity
- Any program or project with an established political purpose including:
 - support of, or opposition to, a particular party or candidate for office
 - promotion of a political or socio-economic ideology
 - intending to bring about or oppose a change in law or governmental policy through court action, lobby of government, or political activity unless it furthers the non-political aims of the organizations and is ancillary to its usual non-political activities.
- Any program that unreasonably advocates for one side of a public or political debate between one or more organizations, and federal, provincial or municipal governments.

ONTARIO TRILLIUM FOUNDATION REALLOCATION POLICY

OTF is committed to monitoring all grants to ensure that OTF funding is used for the purposes for which it was approved. Close monitoring and prudent decision-making concerning the use of OTF's funding by grantees ensures OTF's accountability for, and appropriate use of public funds.

Reallocation within previously approved budget

Grantees may reallocate up to 10% of the total OTF grant budget within budget categories, to a maximum amount of \$10,000, without prior written approval of OTF. The grantee must report any budget reallocation within budget categories in their next progress and/or final report.

Reallocations in excess of 10% or the maximum amount of \$10,000, as well as reallocations between budget categories, require the prior written consent of OTF. Requests must be submitted to OTF in writing for approval. OTF will consider the reallocation request, ensuring that:

- the grant is in good standing
- the grant activities have so far met expectations
- the reallocation request is within the scope of the originally approved outcomes for the grant.

Reallocation and/or recovery of surplus funds at the end of the OTF grant

OTF will request the return of any surplus funds in excess of \$1,000. Amounts under \$1,000 may be reallocated by the grantee without prior OTF approval towards activities which fall under the scope of the originally approved budget. Reallocations of surplus funds towards unrelated activities require prior written approval by OTF. The grantee must report any budget reallocation within budget categories in their next progress and/or final report.

ONTARIO TRILLIUM FOUNDATION RECOGNITION POLICY

In order to maintain the highest standards of public accountability and to ensure transparency regarding the distribution of public funds, the Ontario Trillium Foundation (OTF) has established recognition requirements for grantees.

Grantees are required to actively seek activities and participate in those identified by the Foundation to publicly recognize the Foundation's support. This may include public announcements, news releases, award presentations, acknowledgements on websites and special events. All annual reports, newsletters, news releases, exhibits, interviews or other means of communication—print, visual or virtual—dealing with the activities or achievements of the work of the grant shall acknowledge the Foundation's support.

All grantees will receive a recognition certificate that they are required to post in an appropriate high-traffic/visible location.

In addition, the Foundation may identify opportunities for recognition related to outdoor projects, including festivals, cultural events, sporting events, access ramps, heritage buildings, parks and trails. Grantees involved in outdoor projects will receive outdoor signage that they will be required to post in an appropriate high-traffic/visible location.

All grantee organizations that have websites must create a link between their site and the Ontario Trillium Foundation website for the duration of their grant.

All recognition certificates, plaques, signs and other forms of recognition will follow an approved wording and graphic standard and will acknowledge both the Ontario Trillium Foundation and the Government of Ontario.

The approved wording to be used in publicity and promotional materials is:

The Ontario Trillium Foundation is an agency of the Government of Ontario.

The approved logo and graphic standard are available on the Ontario Trillium Foundation website.

OTF requires grantees to observe a news blackout period after they are notified of their grant. This period enables OTF to coordinate communications and notify key stakeholders about OTF Board decisions. During this period, grantees must not make any public announcements about their grant. The specific time frame is defined in the letter accompanying grantees' Letter of Agreement.

All grantees are required to contact their Communications Officer to advise the Ontario Trillium Foundation about any plans to hold a media event, create a photo opportunity or distribute a news release to recognize their grant.

All grantees must invite the Ontario Trillium Foundation to participate in media events to announce their grant.

MPP Participation

The Government of Ontario is the funder of OTF. Grantees are required to ensure their MPP, regardless of party affiliation, is invited to participate in recognition events. OTF staff are pleased to assist in coordinating arrangements with MPP offices. For assistance to involve your MPP in your event, please contact your Communications Officer at OTF.

Large or High-Recognition Grants

OTF staff and Grant Review Teams will identify opportunities for highly-targeted recognition or unique marketing strategies for organizations receiving high-impact grants with significant recognition potential in either grants program. Grants identified as having significant potential for recognition will develop a recognition/media strategy tailored to their grant in consultation with the OTF Communications and Public Affairs Department.

Multi-year Grants

The recognition policy applies for the life of the grant. Grantees, in consultation with OTF staff, are expected to conduct on-going recognition efforts for the duration of the grant.

Monitoring

Grantees are required to report on all recognition activities and media coverage as part of their progress and final reports. Grant payments may be withheld until OTF staff are satisfied with the grantee's recognition efforts.

Costs

In most cases, the costs of recognition signage will be funded by the Foundation. However, grantees receiving larger grants, including those that are part of a collaborative, may be asked to cover the cost of appropriate recognition themselves. In such cases, this condition will be included in the Letter of Agreement.