



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3701-2024**

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT 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 TOWNSHIP OF AUGUSTA

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

WHEREAS there has been an amendment to the cost categories from the original agreement.

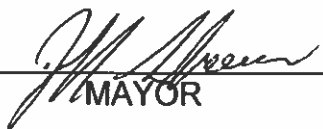
WHEREAS there is sufficient budget set aside for the project;

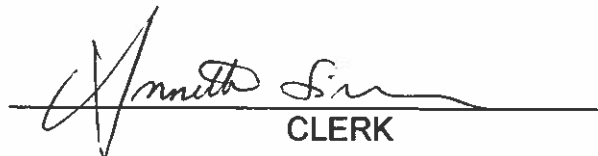
AND WHEREAS the Council of the Township of Augusta wishes to enter into an agreement with His Majesty;

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to sign the Canada Community Revitalization Fund Amending Agreement #2.
2. **THAT** Schedule A shall form part of this By-Law.
3. **THAT** this By-Law will come into force and take effect on its passing.

Read a first, second, and third time and finally passed this 15th day of April, 2024.


MAYOR


CLERK

**CANADA COMMUNITY REVITALIZATION FUND
AMENDING AGREEMENT #02**

This Amending Agreement is made as of March 20, 2024

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: **CORPORATION OF THE TOWNSHIP OF AUGUSTA**
("Recipient") a **Municipality** 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 April 27, 2022, and amendment agreement #01, made as of January 20, 2023, 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 \$720,907 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 two (2) days of its signature on behalf of the Minister.

3. Amendment

3.1 In the Contribution Agreement, Annex 1– Statement of Work, is hereby deleted and replaced by a new Annex 1- Statement of Work attached hereto attached 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 provisions 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.

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

Project #: 1000653 – Amending Agreement #02

HIS MAJESTY THE KING IN RIGHT OF CANADA,

Per: Wilson, Mark

Digitally signed by Wilson, Mark
 DN: c=CA, o=GC, ou=FEDDEVONT, cn=Wilson, Mark
 Reason: I am the author of this document
 Location
 Date: 2024.03.20 07:59:27-0400
 Foxit PDF Editor Version: 13.0.1

Mark Wilson, Manager,
Canada Community Revitalization Fund
Federal Economic Development Agency
for Southern Ontario

CORPORATION OF THE TOWNSHIP OF AUGUSTA

Per:  Date: 3/21/24
 Jeff Shaver
 Mayor

I have authority to bind the corporation.

Per:  Date: 3/21/24
 Annette Simonian
 Clerk

I have authority to bind the corporation.

SCHEDULE 1

Annex 1

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
1000653 - Augusta Township

Primary Project Location: 8103 Main Street, North Augusta, ON K0E 1T0

Project Start Date: April 1, 2022

Project Completion Date: March 31, 2024

Project Description/Purpose/Objective

By March 31, 2024, the Corporation of the Township of Augusta will demolish the former Masonic Hall building to make room for outdoor improvements, utilize the property to develop a multifunction, year round facility by developing/renewing the existing outdoor space for tennis, pickle ball, park/playground, and a three season rink surface, surrounded by a paved accessible walking track. The project will include the construction of a new Pavillion to support the new facilities including storage space, accessible washrooms, general purpose area and a canteen. New parking facilities will also be added.

Activities

Activity	Estimated Completion Date
Demolish existing building	March 31, 2023
Confirm uses and prepare site plan	March 31, 2023
Construct outdoor tennis/pickle ball courts	September 30, 2023
Construct/improve Park/Playground	September 30, 2023
Construct rink surface and walking track	October 15, 2023
Construct new Pavillion	December 31, 2023
Parking improvements	March 31, 2024
Landscaping	March 31, 2024

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.

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Expected Results of the Project

- The Corporation of the Township of Augusta has demolished the former Masonic Hall and utilized the property to build a multifunction, year-round facility.
- Developed/renewed the existing outdoor space for tennis, pickle ball, park/playground, and a three season rink surface, surrounded by a paved accessible walking track, constructed a new Pavillion, and improved/developed new parking facilities.
- 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	\$258,302
Number of community public spaces created	0
Number of community public spaces expanded	0
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	2	0	0	0	2

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.

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Project Costs & Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported	Ineligible	Total	
	\$	%			\$	%
Facility Construction/Renovations	\$ 259,962	91.4%	\$ 0	\$ 0	\$ 259,962	91.4%
Equipment Purchases/Installation	\$ 10,134	3.6%	\$ 0	\$ 0	\$ 10,134	3.6%
Expertise	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Labour	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Project Management	\$ 14,238	5.0%	\$ 0	\$ 0	\$ 14,238	5.0%
TOTAL	\$ 284,334	100.0%	\$ 0	\$ 0	\$ 284,334	100.0%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
	\$	%			\$	%
FedDev Ontario	\$ 213,251	75.0%			\$ 213,251	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 71,083	25.0%	\$ 0	\$ 0	\$ 71,083	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 284,334	100.0%	\$ 0	\$ 0	\$ 284,334	100.0%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR ₃	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
		\$	%
2022-23	\$25,597	\$ 19,198	75%
2023-24	\$258,737	\$ 194,053	75%
TOTAL	\$284,334	\$ 213,251	75%

STACKING CALCULATION	
Total Eligible & Supported Costs ⁴	\$ 284,334
Total Government Contributions	\$213,251
Stacking %	75.0%
Stacking Limit	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 including by not limited to construction, purchase of materials, enhancements, alterations, restoration and/or the undertaking of leasehold improvements on fixed capital assets including reinforcement and replacement of lintels, basement stair replacement, installation of main stairs/lift, kitchen construction, installation of accessible washrooms, re-trussing and addition of roof, paving of parking spaces and shoulders, installation of planter boxes and beautification of curbs as described above in the Project Description/Purpose/Objective.
6. Project Management including but not limited to costs associated with the oversight and administration of the project such as the costs of a public announcement, an official ceremony, of required temporary or permanent signage, environmental assessments, or monitoring and follow-up activities.