

**THE CORPORATION OF THE TOWNSHIP OF LIMERICK
BY-LAW NUMBER 2010-07**

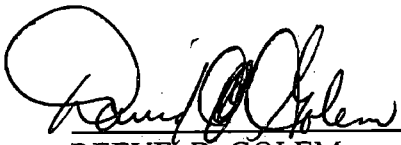
Being a by-law to authorize the execution of a
Letter of Agreement
Between the
Ontario Trillium Foundation
And the
Township of Limerick

WHEREAS the Council of the Corporation of the Township of Limerick deems it appropriate for the Township to execute a Letter of Agreement from the Ontario Trillium Foundation in relation to a grant of \$63,000.00 over one (1) year to insulate the roof, replace windows and make other repairs to the Limerick Community Center so that it can continue to serve as a gathering place for community groups.

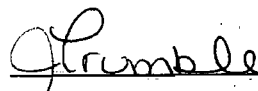
NOW THEREFORE the Council of the Corporation of the Township of Limerick hereby enacts as follows:

1. THAT the Reeve and the Clerk are hereby authorized to execute the Letter of Agreement as set out in Schedule "A" attached hereto and forming part of this by-law.
2. THAT this by-law shall come into force and have effect immediately upon the passing thereof.

Read a first, second and third time and finally passed this 6th day of April 2010.



REEVE: D. GOLEM



CLERK: J. TRUMBLE

Seal

THE ONTARIO
TRILLIUM
FOUNDATION



LA FONDATION
TRILLIUM
DE L'ONTARIO

**NOTE: THIS IS YOUR LETTER OF AGREEMENT.
PLEASE SIGN AND SEND IT BACK TO
ONTARIO TRILLIUM FOUNDATION**

LETTER OF AGREEMENT

BETWEEN

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

AND

**Corporation of the Township of Limerick
("The Grantee")**

**89 Limerick Lake Road
RR 2
Gilmour, ON K0L 1W0**

\$63,000 over 12 months

**\$63,000 over one year to insulate the roof, replace windows
and make other repairs to the township's hall so it can
continue to serve as a gathering place for community
groups.**

Request ID No.: 9996216

Board Approval Date: March 4, 2010

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 for the purchase of alcohol.
- 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 Grantee must have – or must establish – a bank account in its own name at a Canadian financial institution. Until used in accordance with this agreement, the Grant funds will be placed in this account.
- 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 reports 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.

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

Corporation of the Township of Limerick

Per: Patricia Else
Name

Per: Dave Golem
Name (Please print.)

Director of Grant Operations
Title

Reeve
Title

Patricia Else
Signature

Dave Golem
Signature

10 March 2010
Date

April 22 / 2010
Date

Witness: Mary Banks
Name

Witness: Jennifer Trumble
Name (Please print.)

Coordinator of Program Administration
Title

Clerk-Treasurer
Title

Mary Banks
Signature

Jennifer Trumble
Signature

March 10, 2010
Date

Apr 22 / 2010
Date

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

Grantee: Corporation of the Township of Limerick

Request ID#: 9996216

Grant Amount: \$63,000

Approval Date: March 4, 2010

Program Manager: 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.

Ontario Trillium Foundation Funding: Budget Categories	Year 1 \$	Total \$
Capital		
Insulation in roof, interior/exterior walls, replace windows and bathroom vents and other general repairs.	63,000	63,000
TOTALS	\$63,000	\$63,000

CONDITIONS: None

FIT WITH PRIORITIES OF THE FOUNDATION:

The Foundation is providing funds for this initiative to support healthier and more physically active Ontarians because it will promote recreational activities 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 create accessible community-friendly spaces and facilities for people to gather and achieve the following results:

Expected Results	Performance Indicators
1. A revitalized community-friendly hall.	a. Insulation of interior and exterior walls and roof, replacement of windows and bathroom vents, re-screw steel roof. b. An increase in community use from last year.

OTHER REQUIREMENTS:

- A signed letter by an Inspector stating that all renovations meet building codes sent with final report.

REPORT SCHEDULE: (Please send us 3 copies of any report we are requesting.)

Due (mm/dd/yy)	Requirements	Notes
4/21/2010	Letter of Agreement (LOA)	
6/01/2011	Final Report	To include a signed letter by an Inspector stating that all renovations meet building codes.

PAYMENT SCHEDULE:

Date Scheduled (mm/dd/yy)	Amount	Notes
4/28/2010	\$63,000	Upon receipt of signed Letter of Agreement.