

<b>Town of Perth</b>			
<b>Master Grant Policy</b>			
Subject:	<b>Community Grant Program</b>	Effective:	<b>January 28, 2020</b>
Applies to:	<b>Community Development Initiatives, Tourism and Economic Development</b>	Approval:	By-law No. 2020-4558
Issued by:	Chief Administrative Officer	Amended By:	By-law No. 2020-4558-4

**INTRODUCTION**

The Council of the Town of Perth values the dedication and commitment of its volunteers to improve the community that we all call home. The contribution of volunteers enhances the quality of life for all residents and sets the environment for the growth of local industry and commerce.

It is the intent of this Policy to provide seed funding, or financial assistance, and to have organizations become stronger over time. Applications will be reviewed each fall by the Director of Community Services and submitted to Council for final approval (Level #2 grants) as an inclusion in the annual budgetary submission.

**PURPOSE**

To provide a Cost-Sharing Financial Assistance Program for community organizations for the provision of:

- Community Development Initiatives;
- Tourism Initiatives;
- Economic Development Concepts;

That directly support the residents of the Town of Perth.

**SCOPE**

The Town of Perth recognizes the following key principles as cornerstones of its Community Grants Program.

**OBJECTIVE**

To strengthen the social well-being fabric of the Town of Perth. Grant Applications for must be received in a complete format at a minimum of eight (8) weeks in advance of funds being required. The Town of Perth reserves the right to ask for copies of receipts validating expense claims.

**ELIGIBILITY:**

Programs that support Community Development Initiatives, Tourism and Economic Development Concepts that directly support the residents of the Town of Perth.

**FINANCIAL**

Both Level #1 and #2 funding programs are subject to the annual budgetary direction based on Consumer Price Index (CPI) or less.

**Level 1: Standard One (1) Year Term Grant ( Director of Community Services Approval Authority):****Sustainability:**

This Program is intended to provide one (1) time or incremental funding to allow groups to be financially sustainable by means of grant funding allocations of:

- Year 1 = up to a maximum of a \$3,000 grant allocation;

New groups who apply to the grant program will be given initial granting consideration prior to groups who have received community grant funding in the previous year.

The Director of Community services shall post the opportunity for funding on the Town website advising interested individuals/groups that the application deadline is October 1<sup>st</sup>, with all approved applications being submitted as part of the annual budgetary exercise in January of each year. Note that it is the goal to allocate 75% of the available funds and to retain 25% for projects that come forward during the year.

The Director's report shall include a statistical review indicating groups that have received funding and those that did not. Unsuccessful groups will be given a greater consideration in subsequent years. The Director shall have the approval authority for Level #1, subject to Council receiving a copy of the proposed grant recipient list and Council passing the budget.

Applicants must also include the following information:

1. If the program benefits other municipal jurisdictions, include the amount being received from other municipalities.
2. Once the annual budgetary allocation has been reached the program will be held in abeyance until the next year's budget.

**Level 2 Enhanced Grant: Enhanced Grant (Council's Approval Authority):**

These groups must demonstrate greater financial needs, to be demonstrated by means of:

- A five (5) year Business Plan;
- An audited financial statement;
- Proof of general comprehensive liability insurance, and;
- Proof of incorporation or non-profit status.

Council will allocate projects under this category per year and they will be

vettted/recommended by the Director of Community Services and approved by Council through the annual budgetary exercise.

**Sustainability:**

This program is intended to provide funding to allow groups to enable sustainability over time, by means of grant funding allocations up to a maximum of \$18,000 per year, and at the end of the year, groups must reapply. Funding provided will be solely for the purpose stated in the Agreement. Grant recipients will be required to advise immediately – in writing – before making any changes to the project description or planned activities.

**PROCEDURE/PROGRAM GUIDELINES (both Level #1 and #2 Programs)**

**Who and What Is Eligible**

Any not-for-profit/charitable community organization which provides programs that supports;

- Community Development Initiatives;
- Tourism Initiatives;
- Economic Development Concepts;

All Grant Programs are intended for operational programs and thus capital requirements are not eligible.

**Who Is Ineligible:**

Projects or requests originating from political or religious organizations, provincial or federal organizations are not eligible.

**Application Procedures:**

1. The individual or organization must submit a completed and signed Application form to the Town of Perth’s Director of Community Services, meeting the October 1<sup>st</sup> application deadline.
2. The Director of Community Services shall organize & approve the Level #1 grant program and shall submit the information as part of the annual budgetary exercise of Council.
3. Next Director of Community Services shall organize the Level #2 grant program and shall submit a staff report with recommendations (for the Chair List) as part of the annual budgetary exercise of Council for final approval.
4. For Level 2 Grants an Agreement must be signed between the Town and the receiving organization.

### **Post-Project Report:**

An individual or organization that receives a grant from the Town of Perth is required to submit a Post-Project Report prior to October 1<sup>st</sup> of the following year, which clearly articulates the success of the project and how the funds were spent. If the Post-Project Report is not submitted, further requests for financial support will not be considered.

### **Town of Perth Recognition:**

An individual or organization that receives a Grant from the Town of Perth must clearly acknowledge the receipt of financial assistance by the Town on all publicity or promotional materials.

## **GRANT CATEGORIES (applicable to both Level 1 and 2 Grants):**

### **1. Community Development Grant**

#### **Objective**

To strengthen the social well-being fabric of the Town of Perth. Grant Applications for this section must be received in a complete format at a minimum of eight (8) weeks in advance of funds being required. The Town of Perth reserves the right to ask for copies of receipts validating expense claims.

### **2. Tourism Development**

#### **Objective**

To enhance the Tourism offerings Town of Perth. Grant Applications for this section must be received in a complete format at a minimum of eight (8) weeks in advance of funds being required. The Town of Perth reserves the right to ask for copies of receipts validating expense claims.

### **3. Economic Development**

#### **Objective**

To build commerce capacity in the Town of Perth. Grant Applications for this section must be received in a complete format at a minimum of eight (8) weeks in advance of funds being required. The Town of Perth reserves the right to ask for copies of receipts validating expense claims.

### **Schedules:**

Schedule 'A' – Community Grant Program Application Form.

Schedule 'B' – Community Grant Program Post-Project Report.

**Community Grant Program – Schedule ‘A’**

**COMMUNITY GRANT PROGRAM  
APPLICATION FORM**

**A. APPLICATION INFORMATION**

Description of organization requesting a Grant under the Community Grant Program.

1. Name of organization: \_\_\_\_\_

Incorporation number: \_\_\_\_\_

Affiliated with a larger organization. If yes please provide name \_\_\_\_\_

2. Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Phone (office): \_\_\_\_\_

3. Contact Person(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (office): \_\_\_\_\_

Phone (office): \_\_\_\_\_

4. List of Executive of organization:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

(Please attach other Officers of your organization on a separate list)

**B. GRANT CATEGORY**

- 1. What level of Grant are you applying for: \_\_\_\_\_
- 2. What type of Grant program are you considering:
  - a) Community Development Initiatives;
  - b) Tourism Initiatives;
  - c) Economic Development Concepts;
- 3. Amount requested: \_\_\_\_\_
- 4. Is this a new program? Yes \_\_\_\_ No \_\_\_\_
- 5. Are you requesting funds from other sources: Yes \_\_\_\_ No \_\_\_\_

If yes, please list the sources and funds requested and/or approved.


- 6. Does this Program provide benefits to residents from other municipal jurisdictions?  
Yes \_\_\_\_ No \_\_\_\_

If Yes, please detail the benefits to other municipalities.


- 7. Please detail your in-house fundraising efforts, both in terms of actions and financial results, other than the aforementioned municipal requests.


**C. PROJECT INFORMATION**

- 1. Please explain your Grant Application in one (1) page or less.**
  
- 2. Please explain how your Grant Application will benefit the residents and or economy of the Town of Perth.**

Explain:


Please fill in the Project Budget Information below:

**PROJECT BUDGET**

Expenditures	Amount	Revenue (sources of)	Amount
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>

Amount Requested from the Town: \_\_\_\_\_

Individual/Organization Contribution: \_\_\_\_\_

Cheque Payable to: \_\_\_\_\_

**STATEMENT BY APPLICANT:** On behalf of, and with authority of the organization, I hereby certify that the information provided on this Community Grant Program Application Form, for a Grant is true, correct, and complete, and that the organization agrees to abide by the Program Guidelines. I/we hereby agree to provide the Town of Perth with a Post-Project Report upon successful completion of the Project.

\_\_\_\_\_  
Signature of Official Signing Officer

\_\_\_\_\_  
Date

*The legal authority for the collection of this information is the Municipal Act of Ontario. The Town of Perth uses this information for the purpose of carrying out its responsibilities under the Act.*



**Community Grant Program Policy – Schedule ‘B’**

**COMMUNITY GRANT PROGRAM POLICY**

**POST-PROJECT REPORT**

(To be completed and returned within sixty (60) days after your event. Failure to return this Post-Project Report will result in the refusal of future grants to your organization)

**Applicant:**

**Amount Received: \$**

**Purpose of Grant:**

**Success of your Project:**

**Final Statement of Operations**

<b>Expenditures</b>	<b>Amount</b>	<b>Revenue (sources of)</b>	<b>Amount</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>

If your final statement indicates that a profit was achieved, please describe how these funds will be utilized.


**I hereby certify that this Post-Project Report is a true statement of our Project.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Please Print)

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

PLEASE RETURN THIS FORM TO:

Director of Community Services  
The Corporation of the Town of Perth  
80 Gore Street East  
Perth, Ontario K7H 1H9  
Phone: (613) 267-3311 ext. 2227  
Fax: (613) 267-5635  
Website: [www.perth.ca](http://www.perth.ca)

## Community Grant Program Policy – Schedule ‘C’



### CORPORATION OF THE TOWN OF PERTH AGREEMENT

This Agreement made in **duplicate/triplicate/quadruplicate** this \_\_\_\_ day of \_\_\_\_\_, 2020

**Or**

**This Agreement shall be executed in nine (9) original copies this \_\_\_\_ day of \_\_\_\_\_, 2017.**

**Each Party shall receive one (1) original copy, all of which shall be equally valid and enforceable.**

**BETWEEN:** The Corporation of the Town of Perth  
(Hereinafter referred to as “the Town”)

**AND:** *Name of Organization*  
(Hereinafter referred to as “the Applicant”)

#### **WHEREAS:**

Authority is given under the *Municipal Act* and the *Planning Act* for municipalities to engage in contracts for the purpose of providing financial incentives.

The Town is desirous of supporting Building Façade and Signage Improvements in the Central Area District of the Town of Perth.

The Applicant is desirous of making modifications to a building located in the Central Area District of the Town of Perth that results in improved Façade and / or Signage.

THEREFORE, the Town and the Applicant (hereinafter collectively referred to as the "Parties) agree as follows:

## **DEFINITIONS**

"Act of God" refers to conditions outside the control of either Party including, but not limited to, severe weather conditions, road closures, construction, accidents, quarantines, evacuations or medical emergencies.

## **INTERPRETATION**

1. The headings in this Agreement are for convenience only and do not form a part of this Agreement. These headings are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.
2. A reference to a section or subsection or clause, is to the specified section or subsection or clause of this Agreement, unless otherwise expressly stated or the context otherwise requires.
3. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or formal business entity of any kind beyond what is set forth herein, and the rights and obligations of the Parties shall be as independent business entities.
4. Unless otherwise specifically provided in a schedule or appendix to this Agreement, title to and ownership of any documentation, tools, methodologies, specifications, techniques and other materials or know how owned or in the possession by either the Applicant or the Town respectively, prior to the effective date of this Agreement and used by the Parties in connection with the providing of the services under this Agreement, together with any intellectual rights therein shall remain with the Party who owned it or had it in its possession prior to the effective date of this Agreement.
5. Except as provided herein, neither this Agreement nor any of its rights or obligations is assignable by operation of law or otherwise without the written consent of the other Party and any purported attempt to do so shall be deemed void.
6. Each Party agrees that it has no power to obligate or bind the other for any costs or expenses without the prior written consent of that Party.

7. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

8. In accordance to the *Municipal Freedom of Information and Privacy Protection Act* the Town may, at any time, promote the Program and reserves the right to use approved and funded projects as examples in promotional programming. The Town may promote an approved project by using photographs and descriptions of the project in promotional materials. The Town reserves the right to install, in a conspicuous location, on-site project funding boards for all approved projects.

9. This Agreement shall be construed in accordance with and governed by the laws from time to time in force in Ontario.

10. This Agreement shall be effective from the date of its signing thereof unless otherwise amended in writing and agreed to by both the Town and the Applicant.

#### **OBLIGATIONS OF THE PARTIES**

11. The Applicant will execute the following activities and operations with this grant funding:

a) **List of activities and operations**

12. The Applicant agrees to complete the activities and operations within the same calendar year that this Agreement is signed.

13. The Town agrees to grant the Applicant **#####**. Eligible Project costs do not include HST, legal fees, cost associated with obtaining project quotes, financing costs or interest charges on loans and any and all fees associated with applicable permits.

14. The Applicant shall maintain the following insurance for the duration of the Agreement:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000.00 per occurrence / \$2,000,000.00 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the Town of Perth as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Applicant and the Town shall bear no cost towards such deductible.

The Applicant is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the Town.

The Town reserves the right to request additional insurance as deemed necessary to address additional exposures which the Applicant will comply with the request.

**The Applicant shall provide the Town with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Town in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town.**

15. The Applicant shall defend, indemnify and save harmless the Town, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by Applicant, their officers, employees, contractors, sub-contractors or others who the Applicant is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Applicant in accordance with this agreement and shall survive this agreement.

16. The Applicant agrees to maintain, in good repair, any work funded in whole or in part through this Agreement for the duration of the Project's reasonably expected lifecycle.

17. The Applicant agrees to cooperate with the Town's auditor with respect to any financial matters involving business between the Applicant and the Town.

## **TERMINATION**

19. Should the Applicant fall into default of any of the eligibility requirements, or fail to meet the detailed requirements of the grant program, or any requirements of the Town, the Town in its sole discretion may reduce, or cancel this Agreement.

**FORCE MAJEURE**

20. In this Agreement “ force majeure “ means an act of God, war declared or undeclared, lightning, fire, earthquake, storm, epidemic, disease, flood, explosion, governmental or quasi-governmental restraint, strike, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental approvals, consents, permits, licenses, and any other cause whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the Parties to this Agreement.

Where either of the Parties to this Agreement is unable, wholly or in part by reason of force majeure, to carry out any obligation under this Agreement and

- (a) gives the other Party prompt notice in writing of that force majeure with reasonably full particulars thereof and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- (b) uses all possible due diligence to remove that force majeure as quickly as possible;
- (c) that obligation is suspended so far as it is affected by force majeure during the continuous thereof.

**GRANT DISBURSEMENT PROCEDURE**

21. The Grant will be disbursed by cheque and made payable to the Applicant contingent upon the 2020 budget approval and the signing of this Agreement.

22. In the event of any dispute with respect to the payment which cannot otherwise be resolved between the Applicant and the Town, the Applicant and the Town hereby agree to submit the matter to the Downtown Perth Community Improvement Plan Advisory Panel for resolution.

In witness whereof, the Parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**THE CORPORATION OF  
THE TOWN OF PERTH**

**Organization Rep**

\_\_\_\_\_  
John Fenik, Mayor

\_\_\_\_\_  
XXXX

\_\_\_\_\_  
Lauren Walton, Clerk