1. ROLL CALL and CALL TO ORDER

2. INTRODUCTION OF ADDITIONAL ITEMS TO BE ADDED TO THE AGENDA and APPROVAL OF THE AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST
   Disclosure of pecuniary interest and general nature thereof for current meeting.
   Disclosure of pecuniary interest and general nature thereof for previous meeting, if absent for meeting.

4. DEVELOPMENT OF A POLICY RESPECTING THE GOVERNANCE AND ADMINISTRATION OF VIBRANCY FUNDS (pg. 2-67)

5. BUDGET 2017 – REVIEW OF MUNICIPAL GRANTS (pg. 68)

6. CONFIRMATORY BY-LAW
   ➢ By-law 30-2017 (pg. 69)

7. ADJOURNMENT
DEVELOPMENT OF A POLICY RESPECTING THE GOVERNANCE AND ADMINISTRATION OF VIBRANCY FUNDS

RECOMMENDATION:
That the Council of the Municipality of Bluewater receive the staff report regarding the development of a policy respecting the governance and administration of vibrancy funds.

BACKGROUND:
At the January 23, 2017 Council Meeting, the following motion was passed:

Moved by Deputy Mayor Fergusson, seconded by Councillor Hill That Council develop a policy respecting governance and administration of Vibrancy Funds with the assistance of staff. Carried.

Furthermore, at the February 6, 2017 Committee of the Whole Meeting, Deputy Mayor Fergusson requested to move forward on developing a policy for the Community Vibrancy Fund. Council scheduled a special meeting for February 15, 2017 at 3:30 p.m. for this purpose. Council requested the following items to be included in the agenda package for review and consideration:

- Community Funding Agreement Between Grand Bend Wind GP INC and The Corporation of the Municipality of Bluewater (attached);
- Lambton Shores Policy (attached);
- The Huron East/Seaforth Community Development Trust Operating Procedures (attached); and
- That staff identify municipalities in Huron, Bruce and Lambton Counties who have policies.

Staff emailed all municipalities in Huron (8), Bruce (8) and Lambton (11) Counties asking if their municipality has a policy/procedure regarding the allocation/spending of Vibrancy Funds.

In Huron County, two municipalities responded – Huron East and Ashfield-Colborne-Wawanosh. Both municipalities advised that they do not have a policy/procedure and that Council administers the vibrancy fund monies. More specifically, Ashfield-Colborne-Wawanosh advised that they consider the allocation of funds during budget deliberations each year, and in the past, have used the funds to offset capital expenditures.

In Lambton County, five municipalities responded. One municipality, Lambton Shores, indicated that they have such a policy (attached).

In Bruce County, three municipalities responded. One municipality, Kincardine, indicated that they have such a policy. Relevant documents attached.

FINANCIAL IMPACT:
The Northland Community Funding Agreement provides an Amenity Contribution for each calendar year in the amount of three hundred and fifty thousand dollars ($350,000). NextEra Energy has also expressed a willingness to enter into a vibrancy agreement.
ATTACHMENTS:
Community Funding Agreement Between Grand Bend Wind GP INC and The Corporation of the Municipality of Bluewater.
Municipality of Lambton Shores - Community Grant and Community Vibrancy Fund Policy.
Municipality of Huron East, By-law No. 38 of 2002 – The Huron East/Seaforth Community Development Trust By-law.
Municipality of Kincardine, By-law No. 129 of 2015, being a by-law to establish a reserve fund (Community Benefit Reserve Fund).

Submitted By:

Kyle Pratt, Chief Administrative Officer
519-236-4351 ext. 226, cao@municipalityofbluewater.ca
COMMUNITY FUNDING AGREEMENT

THIS COMMUNITY FUNDING AGREEMENT (“Agreement”) made this ___ day of _______________, 2016.

BETWEEN:

GRAND BEND WIND GP INC., as general partner for and on behalf of, GRAND BEND WIND LIMITED PARTNERSHIP (“Grand Bend”)

- and -

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER (the “Municipality”)

WHEREAS Grand Bend has entered into a Feed-In Tariff Contract dated July 5, 2011 (the “Supply Contract”) with the Ontario Power Authority for the supply of electricity from renewable generating facilities which are expected to be rated at approximately one hundred megawatts (100 MW); and

WHEREAS Grand Bend proposes to construct a renewable energy generating facility partially located within the boundaries of the Municipality (the “Wind Project”) to supply electricity in accordance with the Supply Contract;

WHEREAS part of the Wind Project located within the boundaries of the Municipality is rated at approximately eighty-two megawatts (82 MW) and consists of thirty-three (33) wind turbines, each having the design capacity to generate (2.483) megawatts of electricity, together with the appurtenant equipment, buildings, collection systems and transmission facilities;

WHEREAS Grand Bend and the Municipality executed a road use agreement on January 21, 2015 (the “Road Use Agreement”); and

WHEREAS in recognition of Grand Bend’s community relations efforts and to compensate the Municipality for any potential effect the Wind Project may have, directly or indirectly, on the Municipality’s infrastructure or its ability to provide services to its residents, Grand Bend has agreed to provide certain amenities and other assurances to the Municipality in accordance with the terms of this agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed with each other as follows:

PART I - DEFINITIONS

1.1 In this Agreement:

(a) “Agreement” means this Agreement and the Schedules attached hereto;
(b) “Amenity Contribution” means the amount payable by Grand Bend to the Municipality in accordance with Part III of this Agreement;

(c) “Arbitration Notice” shall have the meaning set forth in Section 6.1;

(d) “Business Day” means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;

(e) “Collateral Agent” shall have the meaning set forth in Schedule “A”;

(f) “Commercial Operation” means the point in time when the Wind Project is deemed by the terms of the Supply Contract to have achieved commercial operation;

(g) “Commercial Operation Date” has the same meaning as in the Supply Contract and means the date on which commercial operation of the Wind Project is attained and occurred on April 19, 2016;

(h) “Community Fund” shall have the meaning set forth in Section 4.1;

(i) “Council” means the Council of the Municipality;

(j) “Dispute” shall have the meaning set forth in Section 6.1;

(k) “Effective Date” shall mean the date hereof as first written above;

(l) “Grand Bend” means Grand Bend Wind GP Inc., as general partner for and on behalf of Grand Bend Wind Limited Partnership;

(m) “Municipality” means The Corporation of the Municipality of Bluewater;

(n) “Road Allowance” and “Road Allowances” means any public highway or part thereof, rights-of-way, streets, sidewalks, walkways, driveways, sight triangle, area of road widening, ditches, municipal drains and associated grassy areas and includes the allowances particularly identified in Schedule “A” to the Road Use Agreement, and includes any bridge, trestle, viaduct or other similar structure;

(o) “Road Use Agreement” means the road use agreement between the Municipality and Grand Bend dated January 21, 2015;

(p) “Secured Party” or “Secured Parties” shall have the meaning set forth in Section 8.6(b);

(q) “Stub Year” means the period of time between the Commercial Operation Date and December 31 of the same year;

(r) “Supply Contract” has the meaning set out in the recitals to this Agreement;
(s) “Term” has the meaning set out in Section 2.1 of this Agreement;

(t) “Transmission Infrastructure” means infrastructure conveying electricity at voltages in excess of 50 kilovolts and includes without limitation, all structures, equipment or other things used for that purpose including, but not limited to, a line or lines of towers and/or poles, with such wires and/or cables for the transmission of electricity at voltages in excess of 50 kilovolts, and all necessary and proper foundations, safety barriers, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, pads, vaults and junction boxes manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines;

(u) “Wind Project” means the renewable energy generating facility and its appurtenant wind turbines, equipment, buildings, collection systems and transmission facilities to be constructed or already constructed by Grand Bend in the Municipality for the purpose of supplying electricity in accordance with the Supply Contract;

(v) “wind turbine” means a wind driven turbine constructed by Grand Bend, or any subsidiaries, suppliers or affiliates of Grand Bend, as part of the Wind Project; and

(w) “year” means a calendar year.

PART II - TERM

2.1 This Agreement shall become effective on the Effective Date and shall continue for the initial term of the Supply Contract (the “Term”).

PART III - CONTRIBUTION

3.1 Commencing on the Commercial Operation Date and continuing each year during the Term of this Agreement, Grand Bend shall pay the Amenity Contribution to the Municipality.

3.2 The Amenity Contribution for each calendar year shall be three hundred and fifty thousand dollars ($350,000). The parties agree that the Amenity Contribution is the amount rounded from calculating the fixed turbine rate of Three Thousand Five Hundred Dollars ($3,500.00) multiplied by the number of megawatts of rated capacity of Wind Project turbines located in the Municipality plus Five Thousand Dollars ($5,000) for every kilometer of road upon which the Wind Project’s Transmission Infrastructure is located within the Municipality’s boundaries. The parties hereby agree and acknowledge that in the event the Wind Project expands or is reduced in size compared to what has been used to calculate the Amenity Contribution, the amount of the Amenity Contribution shall be increased or decreased as the case may be in proportion with the expansion or reduction of the Wind Project.
3.3 The Amenity Contribution for the Stub Year, if shorter than 365 days, shall be calculated on a daily basis for the period from the Commercial Operation Date to December 31 of the same year at an amount per day that is equal to \( \frac{1}{365} \) of the Amenity Contribution for that year.

3.4 Grand Bend shall pay the Amenity Contribution annually in arrears beginning on March 31 of the first year following the Commercial Operation Date and each March 31 thereafter for the remainder of the Term (for example, as the Commercial Operation Date is April 19, 2016, the first Amenity Contribution payment (with respect to the Stub Year, being April 19, 2016 to December 31, 2016) shall be payable on March 31, 2017; the next Amenity Contribution payment (with respect to January 1, 2017 to December 31, 2017) shall be payable on March 31, 2018; and etc.).

3.5 If the parties are unable to resolve any dispute between them involving payment of any amounts set forth in this Agreement, either party may request that the dispute be submitted first to mediation by an impartial third party to be agreed upon by Grand Bend and the Municipality. If the parties are unable, in good faith, to resolve the dispute through mediation, same shall be submitted to binding arbitration in accordance with the dispute resolution provisions in Part VI of this Agreement.

**PART IV - COMMUNITY FUND**

4.1 The Municipality agrees to provide for the establishment of a segregated reserve fund solely for the purposes of receiving the Amenity Contribution made by Grand Bend and administering all expenditures of the Amenity Contribution by the Municipality which form the subject matter of this Agreement (“Community Fund”). The Community Fund shall be utilized in any lawful manner by the Municipality to support the following:

(a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);

(b) Land stewardship initiatives (i.e. habitat creation/improvement; tree planting; shoreline rehabilitation);

(c) Expenditures relating to development and construction of the Municipality’s recreational facilities (i.e. arenas, community centres, pools, sports facilities, parks, trails, etc.);

(d) Expenditures for improvement of community and protective services (i.e. police, fire, EMS, healthcare);

(e) Expenditures related to roads and urban infrastructure;

(f) Expenditures related to education and job training;

(g) Expenditures related to economic development initiatives, including hosting events, creating and publishing promotional materials, advertising, travel and attendance
at events, and/or the development and establishment of community improvement plans, business improvement areas, economic development corporations, municipal service corporations, small business incubators; or

(h) other community-related activities sanctioned by the Municipality.

4.2 For greater certainty, no contributions made pursuant to this Agreement shall be used by the Municipality in connection with or in support of any party or participant, including the Municipality, either directly or indirectly, for appeals or judicial review of Grand Bend’s Renewable Energy Approval nor for any other means that frustrate the Wind Project as determined by Grand Bend in its discretion.

4.3 Grand Bend shall have the right to reject any such proposed expenditures or application of funds that it determines, after acting reasonably, do not support the lawful purposes identified in Section 4.1 or the implementation of which Grand Bend reasonably determines results in a risk of violation of any of the Municipality’s obligations under Sections 4.4 or 4.5 of this Part IV. Grand Bend shall have the right to deduct any and all legal costs Grand Bend incurs as a result of the Municipality’s prohibited actions contemplated in Section 4.2 from Amenity Contribution due or paid to the Municipality. All proposed expenditures or application of funds from the Community Fund shall firstly require the Municipality to deliver not less than fifteen (15) days’ written notice to Grand Bend with respect to any proposed expenditure or application of funds, along with reasonable details of the same, and secondly, the proposals approved for submission to Grand Bend by the Municipality at a meeting of Council. For clarity, Grand Bend shall approve or reject any proposed expenditures, acting reasonably, based on the criteria set out in Section 4.1 and shall respond to the Municipality within ten (10) days. If Grand Bend fails to provide a response to the Municipality within ten (10) days of receiving said notice, the Municipality may proceed with expending or applying the funds as proposed without approval by Grand Bend. The Municipality may submit any number of proposed expenditures to Grand Bend but Council shall not be obliged to implement the proposed expenditure after Grand Bend has provided its approval.

4.4 With regards to the receipt and administration of the Amenity Contribution received from Grand Bend to the Community Fund, the Municipality shall, at a minimum, institute the following process and procedures:

(a) Maintain records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Amenity Contribution received from Grand Bend; and

(b) maintain a system of internal accounting controls sufficient to conform with Generally Accepted Accounting Principles for municipalities in the Province of Ontario.

4.5 Upon reasonable notice to the Municipality of not less than fifteen (15) business days, Grand Bend shall, at its own expense, have the right to inspect all records created and maintained which relate to the transactions undertaken by the Municipality with regard to
the Community Fund, subject to compliance with Section 8.8 herein. Notwithstanding any other provision of this Agreement to the contrary, Grand Bend shall have the right to terminate this Agreement in the event of any breach of Sections 4.1 through 4.5 of this Part IV, subject to compliance with Section 8.8 herein.

PART V - COMMUNITY SUPPORT

5.1 The Municipality and Grand Bend shall work cooperatively during the term of this Agreement, including meeting at least twice each year, to develop and review plans for ensuring that Grand Bend is appropriately recognized by the Municipality and its residents for the material contribution that Grand Bend has made and is continuing to make through payment of the Amenity Contribution. The Municipality shall not be required to incur any material costs with respect to such recognition. Grand Bend will pay such recognition costs not to exceed One Thousand ($1,000.00) Dollars per annum to the Municipality. Recognition may take the form of including the logo of Grand Bend or its affiliates on promotional material and advertising for events and projects that received funding from the Community Fund. For clarity, the Municipality is not obligated pursuant to this agreement to install or place the logo of Grand Bend or its affiliates on any municipal buildings or vehicles.

5.2 The Community Fund contributions are made in consideration of the Municipality’s agreement to appropriately recognize the value to the community of Grand Bend’s investment within the Municipality.

5.3 Subject to Section 5.4 below, nothing in this Agreement shall fetter or restrict the discretion of the Council in the exercise of its power under any statute or other enabling power and nothing in this Agreement constitutes a waiver of the obligations of Grand Bend to comply with the By-laws of the Municipality or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.

5.4 Should the Municipality impose any fees or payments upon Grand Bend in addition to those currently payable as of the date of this Agreement (subject to reasonable increases related to inflation) then Grand Bend, at its option, may recover such fees or payments from the Amenity Contribution except for the following which may not be deducted:

(a) payments to the Municipality already committed to by Grand Bend in other agreements with the Municipality; and

(b) fees and payments lawfully imposed and of general application to any and all businesses operating in the Municipality, except where such fees disproportionately affect wind farm operators.
PART VI - DISPUTE RESOLUTION

6.1 In the event that either party provides the other with written notice of a dispute regarding the interpretation or implementation of this Agreement (a “Dispute”) then both parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both parties. If the parties are unable to resolve any dispute between them, either party may request that the Dispute be submitted first to mediation by an impartial third party to be agreed upon by Grand Bend and the Municipality. If the parties are unable to resolve the Dispute through mediation, within sixty (60) days following receipt of the said notice, then either party may provide written notice to the other party (the “Arbitration Notice”) requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991 and:

(a) the arbitration tribunal shall consist of a qualified arbitrator appointed by mutual agreement of the parties or, if the parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice then either party may apply to a judge of the Superior Court of Justice to appoint an arbitrator;

(b) the arbitration shall be conducted in English and shall take place in London, Ontario;

(c) the arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction;

(d) except to the extent that a matter is specifically the subject of a Dispute, both parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute;

(e) notwithstanding anything to the contrary herein, the arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement; and

(f) each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator and any incidental expenses.

PART VII - INDEMNITY AND INSURANCE

7.1 Grand Bend hereby agrees to defend, indemnify and save harmless, the Municipality from and against any and all losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities suffered by the Municipality, Councillors or anyone employed by the Municipality or for whose acts the Municipality is responsible, as a result of a claim by any third party arising from or resulting from the failure by Grand Bend, its employees, agents, assignees or contractors to comply with and/or implement the
provisions of this Agreement. Grand Bend does not agree to defend, indemnify or save harmless the Municipality for losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities arising out of the negligence of or intentional misconduct by (i) the Municipality, (ii) anyone directly or indirectly employed by the Municipality, or (iii) anyone for whose acts the Municipality is in law responsible.

7.2 The Municipality hereby agrees to defend, indemnify and save harmless, Grand Bend from and against any and all losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities suffered by Grand Bend, or anyone employed by Grand Bend or for whose acts Grand Bend is responsible, as a result of a claim by any third party arising from or resulting from failure by the Municipality, its employees, agents, assignees or contractors to comply with and/or implement the provisions of this Agreement. The Municipality does not agree to defend, indemnify or save harmless Grand Bend for losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities arising out of the negligence of or intentional misconduct by (i) Grand Bend, (ii) anyone directly or indirectly employed by Grand Bend, or (iii) anyone for whose acts Grand Bend is in law responsible.

PART VIII – GENERAL

8.1 All invoices, notices and communications to Grand Bend in connection with this Agreement shall be addressed to the party at:

GRAND BEND WIND LIMITED PARTNERSHIP
30 St. Clair Avenue West, suite 1200
Toronto, ON M4V 3A1
Phone: (416) 288-1115
Attention: General Counsel

8.2 All invoices, notices and communications to the Municipality in connection with this Agreement shall be addressed to:

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER
14 Mill Avenue
Zurich, Ontario N0M 2T0
Attention: Clerk

8.3 Any invoice, notices or other communication required or permitted to be given or made under this Agreement shall be in writing, and shall be properly given or made if:

(a) delivered in person during normal business hours left with the addressee or any other responsible employee at the relevant address set out herein, or

(b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is electronically confirmed.

8.4 Any party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner as herein provided.
8.5 No amendment to this Agreement shall be permitted, except by the written mutual consent of both parties, and any amendment shall be in writing.

8.6 Assignment:

(a) Grand Bend shall be entitled to assign this Agreement without the consent of the Municipality, provided Grand Bend provides the Municipality with at least ten (10) business days’ written notice of its intention to assign this Agreement, and provided that the assignee executes formal and proper documents to legally assume all of the obligations of this Agreement. Grand Bend shall provide the Municipality with a written declaration from its lawyer confirming the formal and proper documentation has been executed for the assignee to legally assume all of the obligations of this Agreement.

(b) Grand Bend shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the Municipality to Grand Bend’s lenders (“Secured Parties” or “Secured Party” as applicable) as security for Grand Bend’s obligations to such Secured Parties which shall be further entitled to assign this Agreement and Grand Bend’s rights thereunder in connection with an enforcement of their security. The Municipality hereby grants to any Secured Party the rights and remedies set forth in Exhibit “A” hereto. In addition, the Municipality will, from time to time, at the request of the Secured Party, promptly execute and deliver in favour of any Secured Party such consents and acknowledgements granting and confirming the rights and remedies hereunder and in Exhibit “A” hereto, subject to the Municipality’s reasonable review of such documents. The Municipality shall act reasonably in considering all requests to enter into any other agreements with the Secured Party and will promptly review such agreements, as may be required by Grand Bend in order to obtain financing from the Secured Party.

(c) The Municipality may not assign this Agreement without Grand Bend’s prior written consent, which consent shall not be unreasonably withheld.

8.7 The mere failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the breach or non-fulfillment. The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.

8.8 Notwithstanding anything to the contrary herein, either party may, by written notice of default to the other, terminate this Agreement in whole or in part if the defaulting party violates any representation herein or fails to perform any of its responsibilities as set forth in this Agreement or any extension hereof. The non-defaulting party’s right to terminate this Agreement may be exercised if the defaulting party does not cure such violation or failure (if the violation or failure is capable of cure) within 30 days following receipt of the default notice from the non-defaulting party specifying the violation or failure.
8.9 This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.

8.10 Time shall be of the essence in this Agreement.

8.11 This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation directly thereto. The provisions of this Agreement are not intended to replace those of the Road Use Agreement, and if any provisions of the Agreement are inconsistent or conflict with provisions of the Road Use Agreement, the provisions of the Road Use Agreement prevail.

8.12 If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

8.13 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

8.14 Whenever in this Agreement the approval or consent of either party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

8.15 This Agreement shall enure to the benefit of the Municipality and Grand Bend, and their respective successors and assigns.

(SIGNATURES PAGE Follows)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

Mayor

Clerk
We have the authority to bind the Corporation

GRAND BEND WIND LIMITED PARTNERSHIP, by its general partner, GRAND BEND WIND GP INC.

Name:
Title:
I have the authority to bind the Corporation and the Partnership
SCHEDULE “A”

RIGHTS AND REMEDIES ACCORDED TO SECURED PARTIES

1. The Municipality will from time to time execute and deliver such consents and acknowledgements reasonably requested by the Secured Party.

2. The Municipality agrees that, upon the Secured Party giving the Municipality written notice of a mortgage, the Secured Party will, without any further action being required, have the benefit of the following provisions until such time as the Secured Party advises the Municipality in writing that its security is no longer in effect (and, if the Secured Party so requests, the Municipality will (i) acknowledge in writing that the Secured Party so benefits from these provisions, or (ii) enter into a written agreement with the Secured Party substantially in accordance with these provisions):

   (a) the Municipality will give prompt written notice to the Secured Party of any breach or default by Grand Bend of its obligations under this Agreement in respect of which the Municipality proposes to exercise any of its remedies;

   (b) the Municipality will give the Secured Party the right to cure any breach or default by Grand Bend under the Agreement, within a period of 90 days commencing on the later of (i) the expiry of the cure period afforded Grand Bend under this Agreement, and (ii) the date on which the Municipality gives the Secured Party notice of such breach or default pursuant to Section 2(a), or such longer period of time as the Secured Party may reasonably require to cure such breach or default, provided that the Secured Party has diligently taken the necessary steps to cure such breach or default; and no exercise by the Municipality of any of its rights or remedies against Grand Bend will be effective against Grand Bend or the Secured Party unless the Municipality has given the Secured Party such notice and opportunity to cure.

   (c) the Municipality will, at any time and from time to time, upon not less than thirty (30) days’ prior request by Grand Bend or the Secured Party or proposed the Secured Party, execute any agreements, certificates or acknowledgements that Grand Bend or the Secured Party may reasonably request with respect to this Agreement; and

   (d) all notices to the Secured Party from the Municipality will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Secured Party set out in any notice that the Secured Party delivers to the Municipality.

3. The provisions of Section 2 will enure to the benefit of the Secured Party and its successors and assigns, and any rights conferred on the Secured Party by the terms of this Exhibit “A” or limiting its liability under this Agreement will benefit each receiver or receiver-manager appointed by the Secured Party or by a court of competent jurisdiction.
4. The Municipality hereby acknowledges that Grand Bend may grant security to a trustee or collateral agent acting on behalf of one or more lenders (a “Collateral Agent”), and the Municipality hereby acknowledges and agrees that upon its receipt of notice that such security was granted, the Collateral Agent will be entitled to all of the rights of the Secured Party set forth in this Exhibit “A” and such notice will constitute notice of the existence of the Collateral Agent as the Secured Party.
THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 18-2016 Council Meeting Date: May 17, 2016

TO: Mayor Weber and Members of Council
FROM: Ashley Farr, Facilitator of Recreation and Leisure
RE: NextEra Community Vibrancy Fund

RECOMMENDATION:

THAT Report DCS 18-2016 regarding the “NextEra Community Vibrancy Fund” be received; and

THAT Council allocate 15% of the annual NextEra contribution to the Community Vibrancy Fund Grant Program to be administered in 2017; and

THAT the Community Vibrancy Fund Grant Program be identified as a specific grant stream within Council’s Policy #66 as outlined in Option One and Attachment Two of this report; and

THAT staff report back to Council after the first year of administering the Community Vibrancy Fund Grant Program.

____________________________________________________________

SUMMARY

This report is a follow up to a report that was submitted to Council October 13, 2015 regarding the NextEra (Jericho Wind Farm) Community Vibrancy Fund. It is recommended that 15% of the Vibrancy fund be allocated annually to community-driven projects, which could be distributed through the existing Policy #66 as identified in Option One and Attachment Two of this report.

BACKGROUND

At the October 13, 2015 Council meeting, staff submitted Report DCS 79-2015 regarding the “Jericho Community Vibrancy Fund”. A copy of this report is included as Attachment 1 for reference. Council approved the following motion:

Carried 15-1013-19

THAT Report DCS 79-2015 regarding the Jericho Community Vibrancy Fund be received; and
THAT Council considers the alternatives for funding distribution outlined as options one through four as included in the report; and

THAT staff provide additional information on Option Two from DCS Report 79-2015, which allocates funds from Jericho Community Vibrancy Funds between community and municipal projects.

Council may recall that NextEra offers communities that host wind farms the opportunity to participate in a Community Vibrancy Fund that is set out in a formal agreement. The agreement between Jericho Wind GP, ULC and Lambton Shores identifies seven permitted uses of the Vibrancy Funds. These include:

1. Energy sustainability
2. Land stewardship
3. Development and construction of municipal recreation facilities
4. Community and protective services
5. Roads and urban infrastructure
6. Education and job training
7. Other projects as sanctioned by Council

The annual payment to the Community Vibrancy Fund is calculated at $3,500.00 per rated megawatt for every turbine that operates for 60 days or more in a given year. The rated capacity of the Jericho project in Lambton Shores is 134.5 MW and the total potential maximum annual payments to the Community Vibrancy Fund is $470,750.00.

The current balance in the Vibrancy Fund is $520,701.90 which is based on the payment received in 2015 for the stub year of November 22, 2014 to December 31, 2014 of $49,663.56 and the recently received payment for the 2015 year of $470,610.00 plus interest of $428.34

ALTERNATIVES TO CONSIDER

Council’s decision thus far is to separate the Community Vibrancy Fund into two components; 1) to grant a portion towards community driven projects and 2) to retain the balance for Council driven and approved projects.

It is important to highlight what these additional funds could accomplish for the Municipality without impacting the tax base. Notwithstanding future investments needed in municipal administration and operational facilities, the 2016 capital budget binder identified over $8 Million in new projects that were moved to future years pending funding.
The listing below provides a summary of some of the municipal projects currently identified in the 2017-2019 capital budget outlook that would be eligible to use Vibrancy funds:

- Energy sustainability (i.e. LED decorative street lighting): $650,000
- Development and construction of municipal recreation facilities (i.e. trail development, playground replacement, etc.): $1,275,000
- Community and protective services (i.e. fire truck replacement): $1,245,000
- Roads and urban infrastructure (i.e. road resurfacing, sidewalks, etc.): $4,715,000
- Other projects as sanctioned by Council (i.e. wayfinding signage, facility signs): $170,000

It should be noted that there is no time limit for spending the NextEra funds and funds may be carried over, or accumulated for future use. This could enable the completion of municipally significant future projects without an impact on either the tax rate, or debt load of the municipality. Council may wish to develop a specific plan for the use of Vibrancy funds that would consider not only the already identified projects, but any number of other projects that would be of benefit to the organization and community at large.

Given Council’s current decision to grant a portion of the fund to community driven projects, Council must now determine the amount of funds to be made available for community driven projects and the method to be used for its distribution.

**Fund Allocation**

Staff suggests that the funding allocated from the Community Vibrancy Fund for community project grants be equal to 15% of the previous year’s allocation from NextEra ($70,590 based on 2015 allocation). The remaining 85% would be available for Municipally-driven projects ($400,020 based on 2015 allocation). This money would have the effect of tripling the amount of grant funding available to community groups over and above the current (tax supported) community grant program, which had a budget of $34,973 in 2016. Council could of course choose a lessor or greater allocation, but until such time as both municipally and community driven needs are identified, the 15% allocation is recommended.

Once Council has determined how much of the funds should be allocated to community-driven projects, Council must identify how to distribute these funds. There are three alternatives presented below for consideration.

**Fund Distribution Option One – Build on existing Community Grant Policy to include Community Vibrancy Fund**

For Council’s consideration, Policy #066 Community Grant Program has been rewritten to include two funding streams: the existing Community Grant program and the
Community Vibrancy Fund Grant program. It is staff’s recommendation that building on an existing program and known public process would be the most efficient way to promote the opportunities made available by the new funding stream. A copy of the draft policy is provided as Attachment 2.

The chart below summarizes the most significant changes found in the draft Policy #066 – Community Grant and Community Vibrancy Fund.

<table>
<thead>
<tr>
<th>Section</th>
<th>Amended</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Information about the Community Vibrancy Fund was added</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Building permits were removed as in-kind support</td>
<td>Funds received through the grant can cover these expenses</td>
</tr>
<tr>
<td>2.2</td>
<td>Information about the Community Vibrancy Fund was added</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Organizations may submit one application per year, per funding stream</td>
<td>Organizations were submitting multiple applications for several events taking place over the year. This reduces paperwork and administrative time</td>
</tr>
<tr>
<td>4.1</td>
<td>Additional items were added as ineligible for funding: ice rental fees, projects taking place on private property that is not accessible to the public, funding for a third party</td>
<td>Ice rental fees were added as ineligible as minor organizations already receive a subsidized rate through the Municipal Schedule of Fees.</td>
</tr>
<tr>
<td>5.1</td>
<td>A Municipal Review Team is established to review completed applications</td>
<td>A review team comprised of members from each Lambton Shore department will allow for all departments to assess project requests for impacts to municipal operations and avoid duplications.</td>
</tr>
<tr>
<td></td>
<td>Third party liability insurance coverage has been removed as an option for in-kind support</td>
<td>Grant funds may purchase additional insurance coverage as may be required for groups operating at arm’s length to the municipality.</td>
</tr>
</tbody>
</table>

Under this policy, it is anticipated that the Community Grant Program would continue to receive funding annually through the Municipal budget process. In addition to that tax supported funding, Council would allocate money from the Community Vibrancy Fund to the new grant application stream on an annual basis. Application forms for funding would be due in October 31 to enable project confirmation from NextEra in time for consideration and approval as part of the following year’s budget.

**Fund Distribution Option Two – Develop a Separate Community Vibrancy Fund Policy**

Council could choose to develop a policy that is separate from the existing Community Grant Policy.

A draft policy is included in Attachment 3 for consideration. The process and the policy are very similar to Policy #066 Community Grant Program.
Fund Distribution Option Three – Distribute the funds through a Community Foundation

At its April 26, 2016 meeting, Council passed the following motion:

Carried 16-0426-30

THAT staff prepare a report on establishing a Lambton Shores Foundation for money coming from the Wind Energy Company.

In response to the council resolution, staff researched the establishment of a Lambton Shores Community Foundation to manage the funds from the Community Vibrancy Fund. The first step was to consult with NextEra Energy to see if a foundation is a possibility under the funding agreement. NextEra has informed staff that at first glance it doesn’t appear to be an issue provided the funds are still used for the intended purposes outlined in the funding agreement and all other terms of the agreement are adhered to. NextEra indicated that they would work with Lambton Shores to ensure the intent of the agreement is maintained.

There are two options available for consideration:

a) Establish a new Community Foundation for Lambton Shores.
b) Establish a fund within an existing Community Foundation.

Both of the options can be accomplished; however, there are costs and restrictions with implementing a Foundation that may outweigh the benefit of a foundation managing the funds.

Creating a foundation would require establishing a corporation with letters patent, a Board of Directors, and create by-laws that outline the mandate and identify the geographical areas for donating.

Establishing a fund within an existing Community Foundation would require that either the foundation’s existing grant committee, or a new grant committee to be established for approving the applications and complying with the specific terms of the Vibrancy Funding Agreement. The funds would need to be segregated from the other Foundation funds; however, there may be a benefit from the group investing capacity.

Having an existing Foundation manage the funds would have a cost associated with it and that would vary depending on the amount of the fund and overall operating costs for the Foundation. If Council wishes to learn more about this approach, staff suggests that the existing Community Foundations be invited to meet with Council.

In both options, the Foundation must disburse a minimum of 3.5% of its investment assets annually. This is the regulatory control put in place specifically for foundations that accumulate capital and divest earned income. Council would need to consider
structuring a fund management agreement to disperse funds beyond the regulatory control.

Further, a foundation is restricted to donating to other charities and organizations identified as "qualified recipients" by the federal government. This means that many of our small local community groups or organizations would not be eligible to receive funding directly from the Foundation, and they would have to partner with a qualified recipient to meet the requirements of the Foundation.

Due to the complexity and restricted operations of a Foundation, staff does not recommend this approach.

RECOMMENDED ACTIONS

This report has outlined a number of alternatives for Council to consider in allocating Community Vibrancy Funds received from NextEra wind farm operations. There has only been one full year of operation, and neither Council nor the community has had an opportunity to fully consider the potential use (or demand) on these funds. Whether or not the 2015 contribution of $470,610 is sustainable into the future is also not known. Accordingly, it is staff’s recommendation that a measured approach to the development of a Community project funding program be undertaken by allocating 15% of annual Vibrancy Funds received and distributing them through a modified stream of Council’s existing model for providing community grants, to be part of the 2017 budget process.

It is further recommended that staff report back to Council after the first year of administering the Community Vibrancy Fund program.

FINANCIAL IMPACT

The funds available for distribution will be determined based on Council’s wishes to implement the program. The fund payment from NextEra is not received until well into the second quarter of the following year and staff cannot calculate the amount to be received in advance.

Therefore, staff are suggesting that the community grant implementation begin with the 2017 budget process and be based on the current balance of $520,701.90 that has been accumulated since November 2014. This approach would enable an additional $78,105 in grant funds over and above Council’s current allocation to the Community Grant program of $34,973. Under this model, the 2017 community grant fund allocation could support $113,078 in eligible community projects.

CONSULTATION

In preparation of this report, the Community Services Department staff consulted with the Treasurer and the CAO. The Treasurer also consulted with representatives from NextEra.
THE MUNICIPALITY OF LAMBTON SHORES

Report DCS 79-2015 Council Meeting Date: October 13, 2015

TO: Mayor Weber and Members of Council
FROM: Ashley Farr, Facilitator of Recreation and Leisure

RECOMMENDATION:

THAT Report DCS 79-2015 regarding the “Jericho Community Vibrancy Fund” be received; and

THAT Council consider the alternatives for funding distribution outlined as options one through four as included in the report.

SUMMARY

This report provides background information on the Jericho Community Vibrancy Fund as per the Municipality’s agreement with Jericho Wind GP, ULC (NextEra) and presents Council with options for the distribution of the funds. A draft policy is attached for Council consideration.

BACKGROUND

In 2015 NextEra Energy Canada constructed a wind farm known as the Jericho Wind Energy Project consisting of 92 wind turbines and a total nameplate capacity of 149 megawatts. The majority of this project took place in Lambton Shores with 83 turbines located within the borders of Lambton Shores.

As part of their community relations program, NextEra offers communities that host wind farms the opportunity to participate in a Community Vibrancy Fund that is set out in a formal agreement. At its March 24, 2015 meeting, Council passed the following resolution:

Carried 15-0324-20

THAT DCS 19-2015 regarding the Jericho (NextEra) Wind Energy Farm Community Vibrancy Fund be received; and

THAT By-Law 15-2015 authorizing the Mayor and the Clerk to execute the Jericho Community Vibrancy Fund Agreement be passed; and
THAT a Community Vibrancy Reserve Fund be created; and

THAT staff be directed to draft a policy for Council’s consideration to establish how the Community Vibrancy Reserve Fund is to be accessed and used.

For Council’s consideration, staff have developed a draft policy for use of the Community Vibrancy Fund, and have attached a copy to this report for review. The policy will need to be amended to reflect Council direction on the distribution of the Community Vibrancy Fund and any other changes that may be desired. As currently proposed, the use of the Community Vibrancy Fund is to enable projects that may not otherwise be possible without this funding, rather than to spend the funding to offset the costs of normal municipal obligations.

The annual payment to the Community Vibrancy Fund is calculated at $3,500.00 per rated megawatt for every turbine that operates for 60 days or more in a given year. The rated capacity of the Jericho project in Lambton Shores is 134.5 MW and the total potential maximum annual payment to the Community Vibrancy Fund is $470,750.00.

The current balance in the Vibrancy Fund is $49,695.63 based on the payment received for the end of 2014 after signing the agreement. The next payment for the term from January 1, 2015 to December 31, 2015 is payable to the Municipality by March 31, 2016. The exact amount to be received is yet unknown.

The following section of this report provides Council with a number of options to consider for the use and/or distribution of the Community Vibrancy Fund. If Council chooses to allocate a portion of the Vibrancy Fund to community driven projects it is anticipated that a grant program would need to be established by fall 2016.

ALTERNATIVES TO CONSIDER

Option One – Allocate all funds to Council approved and directed projects

One option for Council to consider is to allocate use of the Community Vibrancy Fund toward only council directed or approved projects. This option would see no direct financial contribution to community organizations; however, the applicable projects would have a positive and lasting impact for the Lambton Shores community.

The agreement between Jericho Wind GP, ULC and Lambton Shores identifies seven permitted uses of the Vibrancy Funds. Although by no means an exhaustive list, the following are examples of municipally-driven projects that could be considered under the identified Community Vibrancy Fund initiatives:
1. Energy sustainability (i.e. Lambton Shores LED street lighting project)
2. Land stewardship (i.e. Tree planting and replacement programs)
3. Development and construction of Municipal recreation facilities (i.e. Implementation of capital expenditure recommendations from the Recreation and Leisure Services Master Plan or Community Improvement Plans)
4. Community and protective services (i.e. Purchase of new fire equipment as identified in the capital asset management plan)
5. Roads and urban infrastructure (i.e. Road reconstruction, or waterfront trail extensions and bridge over the cut)
6. Education and job training (i.e. Superhost staff development training)
7. Other projects as sanctioned by Council

**Option Two – Allocate funds between community and municipal projects**

Council could choose to grant a portion of the Community Vibrancy Fund towards community driven projects and retain the balance for Council driven and approved projects.

Council would need to determine the level of financial support offered to community projects. This could be based on a percentage of revenue received or a prescribed amount. Council may wish to limit the amount that could be granted to any particular project. These allocations may be difficult to determine until such time as the reliability and value of the Vibrancy funding becomes known.

The funds for community driven projects would need to be distributed through a grant program and would need to follow the terms and conditions set forth through the Municipality's agreement with Jericho Wind. All projects would need to fall within the permitted Vibrancy Fund initiatives described above. The grant program could be developed as something new, or incorporated into the existing community grant program that is approved annually through the budget process.

**Option Three - Allocate all funds to community driven projects**

As above, it is anticipated that some form of grant program would need to be established for the distribution and reconciliation of funded projects.

**Option Four – Spend no money**

A fourth option is for the Community Vibrancy Fund to be left to grow until a clearly defined project of a large scope becomes evident. There is no requirement for the Municipality to spend the funds annually.
RECOMMENDED ACTIONS

THAT Report DCS 79-2015 regarding the “Jericho Community Vibrancy Fund” be received; and

THAT Council consider the alternatives for funding distributions outlined as options one through four as included in the report.

FINANCIAL IMPACT

This report is for Council discussion and there is no direct financial impact.

CONSULTATION

Administration, Finance and Community Services staff discussed the draft policy and report.

Attachment 1. Draft Jericho Community Vibrancy Fund Policy.
Community Grant and Community Vibrancy Fund

1. Purpose

The Municipality of Lambton Shores has adopted a “Community Grant Program” to provide limited financial assistance to community groups and organizations within the Municipality to assist with programs, projects or special events. The program exists to recognize the value of these groups to the well-being and growth of the community and in helping the Municipality retain a strong community focus.

“The Community Vibrancy Fund” developed through the Municipality’s agreement with Jericho Wind, LP (NextEra), offers financial assistance to provide for programs, projects, services or activities that enhance the quality of life for its residents in the areas of health, arts, culture, leisure, heritage, recreation, education and the environment.

Funding through the Community Vibrancy stream is available based on the terms and conditions of the Municipality’s agreement with Jericho Wind, LP.

2. Funding Options and Criteria

There are two streams of funding available through this policy to provide limited financial assistance to local non-profit organizations: The Community Grant stream and the Community Vibrancy Funding stream. Organizations will be permitted to submit only one application per year for each of the Community Grant stream and the Community Vibrancy stream. Capital projects for municipal property will be funded through the Community Vibrancy Fund only, and will be assessed using the partnership evaluation grid found in Appendix A. Applications for projects that do not use Municipal property must include letters of permission from the property owner, unless the organization that owns the property is making the application.

2.1 Community Grant Stream

Each year, as part of the annual budget process, Council will determine the financial commitment to the Community Grant stream. Council will also establish a budget amount for in-kind services such as rental fee waivers, staff support and equipment supply.

- Requests must fall under one of the following categories for funding:
  - Agriculture / Rural Affairs
  - Arts / Culture / Community Heritage
  - Community / Special Events
  - Community Beautification / Environmental Awareness
  - Supporting Youth / Seniors
  - Tourism / Economic Development
A maximum of $2,000 per organization has been established for financial contributions.
A maximum of $2,500 per organization has been established for in-kind services.
In-kind support will be limited to the use of Municipal property at reduced or no cost, municipal staff support and loan of municipal equipment. In-kind support will not include permit fees (i.e. building permits, etc.), equipment rental fees or payment of invoices/services. Any refundable deposits (i.e. damage deposits) will not be waived.
The Review Team, (described in Section 5.1) at its discretion, may require organizations to provide volunteer support to assist staff when in-kind services are granted and/or when in-kind services exceed the maximum grant amount. Organizations will be invoiced for any in-kind services exceeding $2,500.

2.2 Community Vibrancy Funding Stream

Each year, as part of the annual budget process, Council will determine the financial commitment to the Community Vibrancy Fund. This amount will equal 15% of the total funding of the previous year provided through the NextEra Vibrancy initiative.

- Requests for funding must fall under one of the following categories:
  - Energy sustainability
  - Land stewardship
  - Recreation projects
  - Any of the categories identified in the Community Grant stream
- A maximum of $10,000 per organization per year has been established for financial contributions.
- Requests under this stream will be evaluated against the partnership evaluation grid found in Appendix A.

3. Applications

- All applications shall be submitted on the Application Form – Community Grant and Community Vibrancy Fund, which is attached to this policy.
- All application forms and supporting documents must be received no later than 4:30pm, October 31 each year. In the event that October 31 falls on a weekend, applications will be accepted until 4:30 pm the following Monday. Completed application forms can be submitted to any Lambton Shores Municipal office.
- Community Vibrancy Fund applications must include three quotations for services/materials required for the project.
- Application forms will be available in Municipal offices and on the Municipal website.
- Availability of application forms will be advertised beginning in August of each year and will be advertised on the Municipal website, through weekly email updates, social media and through the Living in Lambton Shores weekly newspaper advertisement.
- Organizations may submit one application per year, for each funding stream. For organizations requesting assistance for multiple events, information must be submitted for each event/project.
4. Eligibility Criteria

- Applicants, with the exception of local elementary and secondary schools, must be non-profit community groups and organizations.
- Organizations must be based in the Municipality of Lambton Shores, with at least a majority of members being municipal residents. Membership and programs must be open to all residents of Lambton Shores. Services, programs and activities must be of benefit primarily to Lambton Shores residents.
- The organization must have demonstrated support from some source other than public funds.
- The organization must demonstrate an appropriate organizational structure and set of skills (i.e. board of directors, financial officer/treasurer, etc.).
- The organization should have a good track record of successfully completing/implementing/planning projects, events and/or programs.
- Organizations that service the broader County of Lambton may be considered for a Municipal grant if the program/event provides a clear benefit and/or service to Lambton Shores residents (i.e. event takes place in Lambton Shores, provides a specific service to Lambton Shores residents, etc.).
- If an umbrella organization is making an application for a financial grant and/or in-kind contribution, the affiliated organization(s) must prove eligibility under this policy if the requested services/grant will directly impact them.

4.1 Ineligible for Funding

Grants will not be provided:

- To individuals.
- To organizations which are profit oriented, have a political mandate or special interest groups and clubs and/or clubs with exclusive membership.
- On a retroactive basis or for a project that is already completed.
- To cover budget deficits.
- For day to day operating costs of an organization (i.e. staffing, rent (excluding municipal facilities), property taxes, office supplies (including electronic equipment), etc.).
- To cover ice rental fees as subsidized rates to youth organizations are already provided through the Municipal Fee By-Law.
- For programs, activities and services taking place outside of the Municipality of Lambton Shores.
- To organizations providing a share or membership which may be held or disposed of for personal gain.
- To support programs or services geared specifically to activities related to ratepayer or tenant/landlord associations.
- For religious activities or instruction, including renovations to a place of worship unless it is also used for community activities.
- To support programs or services which are operated under the authority of another level of government (note: some exceptions may apply for County of Lambton organizations. See section 4.).
- As donations to charitable causes.
• To offset capital depreciation costs.
• For attendance at conferences, workshops and seminars.
• For travel, accommodation, uniforms, or personal equipment.
• To recreational sports groups (with the exception of minor sports), individual athletes or teams for a competition or to subsidize participation in a sports event.
• To groups that have failed to comply with reporting requirements from previous grants.
• For projects taking place on private property, which is not accessible to the public or used for community activities.
• To fund a third party.

Council may grant special consideration to entities that do not meet all of the above criteria, but are unique in nature and fulfill a specific need in the community.

The granting of financial assistance in any year is not to be regarded as a commitment by the Municipality to continue such assistance in future years. In addition, the Municipality will not provide guaranteed funding beyond the current year. In making grants, the Municipality may impose conditions as it sees fit.

5. Municipal Review

All requests for financial donations and in-kind grants will be considered having regard for the Municipality’s annual budget. Applications will be reviewed for completeness, accuracy, and compliance with this policy.

Incomplete applications will be returned to the organization with a list of the additional information required. Completed applications must be submitted by October 31. Incomplete applications received on or after this date will not be considered for a grant.

Applications for the Community Vibrancy Stream will be assessed under the partnership evaluation grid (Appendix A).

Staff are authorized to administer requests for donations of less than $500 as per Policy 25-2002 Requests for Donations Under $500.

Council will make the final decision on all donations valued over $500 and may make exceptions to any criteria as it deems necessary.

For the Community Vibrancy Fund stream, Council will submit its decisions to Jericho Wind, LP and Jericho Wind, LP will have final approval per Section 12 of the Community Funding Agreement.

5.1 Municipal Review Team

The Municipality will dedicate a team to review completed applications on an annual basis. The team will consist of at minimum one representative from each of the following departments: Clerks/Administration, Community Services and Finance.
The Review Team will assess the applications based on policy compliance and the partnership evaluation grid (Appendix A), and make recommendations to Council.

The Review Team may request, at its discretion, a meeting with an applicant or further details to clarify requested items.

6. **Accountability**

- Applicants awarded a grant will be held accountable for the expenditure of the funds in accordance with the stated objectives/plans. Grants in future years will be reviewed based on past demonstrated fiscal responsibility of the applicants.

- Applicants awarded a grant under the Community Vibrancy Fund will be required to sign a funding agreement with the Municipality.

- Funds granted are not transferable between projects or groups without prior Council approval, and must be used for the specific purposes outlined in the application. Misuse of funds may result in the applicant being disqualified from receiving a grant for a period of two years.

- Project evaluation forms (provided) with supporting documents must be completed and submitted to the Community Services Department within two months of the completion of the event or project, but in all cases, by October 31.

- Groups must submit a financial report outlining the project income and expenditures, and must attach any invoices relating to the project, event or program.

- Year-end financial statements are to be submitted by January 31 of the year following the grant.

7. **Recognition**

Organizations receiving financial and/or in-kind grants shall acknowledge the Municipality's contribution through all printed material and other promotional means. The Municipality's logo is available from the Community Services Department.

Organizations receiving financial contributions through the Community Vibrancy Fund must recognize the contribution of both the Municipality and Jericho Wind, LP. Recognition may take the form of including the logo of Jericho or its affiliates and the Municipality on promotional material and advertising for events and projects that received funding through this stream.

**Administered by the Director of Community Services**
Application Form – Community Grant and Community Vibrancy Fund

Note: Eligible organizations must submit the completed application form to any Lambton Shores office on or before October 31 to be considered for a community grant.

Applicants must review Policy #066 Community Grant and Community Vibrancy Fund prior to submitting an application.

1. Applicant Information

Organization Name: ____________________________________________________
Contact Name:  ____________________________________________________
Mailing Address:  ____________________________________________________
____________________________________________________
Telephone Number: ____________________________________________________
Email Address:  ____________________________________________________

The information contained in this application is, to the best of my knowledge, true and correct. I acknowledge that the contents of this application will be discussed in an open Council forum.

_______________________  ___________________________ _________________
Print Name/Position     Signature    Date

1.1 List the Executive Officers of your organization:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2 Provide a brief history of your organization, and indicate if it operates as a non-profit organization.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
1.3 What are the general objectives/services of your organization?
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

1.4 In what geographical area does your organization operate?
______________________________________________________________________

1.5 Do volunteers participate in your organization? If yes, indicate the number of volunteers and type of involvement.
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

2. Assistance Requested

Applicants may submit an application for both the Community Grant stream and the Community Vibrancy Fund stream. One application per organization, per stream, per year is permitted. Applicants must submit a separate application for each stream.

2.1 Community Grant Stream:
Financial Donation: $ __________________ ($2,000 maximum)
In Kind Services: $ __________________ ($2,500 maximum – see chart in section 2.1)

In Kind Services:

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity/Hours/Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Fee Waiver</td>
<td></td>
<td>See Municipal</td>
<td></td>
</tr>
<tr>
<td>Facility:</td>
<td></td>
<td>Schedule of Fees</td>
<td></td>
</tr>
<tr>
<td>Application Fee Waiver</td>
<td></td>
<td>See Municipal</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schedule of Fees</td>
<td></td>
</tr>
<tr>
<td>Snow Fence Drop Off (to be set up by group)</td>
<td></td>
<td>$80.00/hour</td>
<td></td>
</tr>
<tr>
<td>Equipment Drop Off</td>
<td></td>
<td>$80.00/hour</td>
<td></td>
</tr>
<tr>
<td>Staff Support (Describe)</td>
<td></td>
<td>$26.00/hour</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
** Note: applicants are asked to estimate the number of hours/types of services required. The Community Services Department may make adjustments based on actual hours and/or experience from past events. Volunteer support may be required to assist with equipment set up/take down at the discretion of the Director of Community Services or his/her designate.

Facilities must be booked through the Community Services Department by phone 519-243-1400 or email events@lambtonshores.ca.

2.2 Community Vibrancy Fund Stream:

Financial Donation:  $____________________ ($10,000 maximum)

2.3 Categories for Funding

Select one category for funding for which you are applying:

- Agriculture / Rural Affairs
- Arts / Culture / Community Heritage
- Community / Special Events
- Community Beautification / Environmental Awareness
- Supporting Youth / Seniors
- Tourism / Economic Development
- Energy sustainability
- Land stewardship
- Recreation projects

3. Project Description

The following section applies to all applicants. Community Vibrancy Fund applicants are also required to complete Section 4. If one organization is applying for multiple projects, this section must be completed for each project. Use additional pages if necessary.

3.1 Provide a description of the event, program or project. Include any promotional materials for the upcoming year or that have been used in the past.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
3.2 For what specific purposes are the requested grant funds to be utilized within your organization?
______________________________________________________________________  
______________________________________________________________________  

3.3 Who will benefit from the proposed event, project or program?
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  

4. **Project Details**

This section is to be completed for Community Vibrancy Fund applications only. Use additional pages if necessary. Community Grant applicants may skip to Section 5.

4.1 Describe the need for the proposed project. Please include letters of support and plans to support your project.
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  

4.2 The intention of the Vibrancy Fund is to provide funding for stand-alone opportunities that could not be funded under the Community Grant stream. Describe how you will ensure long-term sustainability of your project.
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  

4.3 Are there partners that will participate in the project with you? Describe their level of support/participation (i.e. in-kind, financial, etc.)
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  
______________________________________________________________________  

4.4 Describe how you will ensure that there is no additional tax burden to Lambton Shores ratepayers as a result of the implementation of your program or project.
5. **Financial Information**

5.1 If your organization has received financial assistance from the Municipality in prior years, indicate the amounts below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.2 What other steps are being taken to provide revenue (i.e. grants, ticket sales, donations, etc.)

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

5.3 Provide a budget for the event, program or project and/or the organization. Also include the organization’s financial statement from the previous year. Organizations requesting $10,000 from the Community Vibrancy Fund stream must provide an audited financial statement.

5.3.1 For groups showing a surplus, indicate the intended use of the surplus:
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

5.3.2 For groups showing a deficit, indicate how the deficit will be eradicated:
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

5.4 Organizations requesting funds through the Community Vibrancy Fund stream are required to submit three quotes of items/services to be procured. Quotes must be attached to the application and are due no later than the application deadline.
6. Terms and Conditions

This section applies to Community Grant stream applicants only. A separate funding agreement will be developed for successful Community Vibrancy Fund applications.

In the event that a grant is awarded through the Community Grant stream, the applicant agrees to the following:

- To complete the Project Evaluation Form (provided) within two months of the completion of the event, project or program.
- To acknowledge the support of the Municipality of Lambton Shores in all printed material and through other promotional means.
- The funds will be used only for the purposes described in this application.
- To inform staff if the project is delayed or has changed for any reason.
- In the event the project does not go forward, the applicant agrees to return the funds to the Municipality.

I agree to the terms and conditions outlined above.

_______________________  ___________________________ _________________
Print Name    Signature    Date

**Completed applications and attachments must be delivered by October 31 to one of the following Municipal Offices:**

Lambton Shores Administration Department  
7883 Amtelecom Parkway, Forest ON N0N 1J0

Lambton Shores Community Services Department  
9575 Port Franks Road, RR1, Thedford ON N0M 2N0

Lambton Shores Finance Department  
4 Ontario Street, PO Box 340, Grand Bend ON N0M1T0
## Appendix A – Partnership Evaluation Grid

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<th>Response</th>
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</thead>
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Appendix B – Statement of Revenues and Expenditures

(Name of Organization)

For the Year Ending: ______________

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<tr>
<th>Sources of Revenue</th>
<th>Current Budget</th>
<th>Last Year Actual</th>
</tr>
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<tbody>
<tr>
<td>(list separately and include ticket sales, user fees,</td>
<td>$</td>
<td>$</td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Current Budget</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Last Year Actual</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Revenue:</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Current Budget</th>
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<tbody>
<tr>
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<tr>
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</table>

Surplus/Deficit                                           ____________        ____________

Surplus/Deficit from prior year                          ____________        ____________

Cash on Hand                                             ____________        ____________
# SAMPLE BALANCE SHEET

Lambton Shores' Seniors  
Family Fun Day  
STATEMENT OF INCOME  
October 30, 2008

## INCOME

### DONATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td>Opening Balance</td>
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**Total Donations and Income**  
1308.15

### EXPENSES

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<td>80.75</td>
</tr>
<tr>
<td>T-Shirts</td>
<td>250.00</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES**  
1209.25

**NET INCOME TO BE APPLIED TO NEXT YEAR'S EVENT**  
$98.90
Appendix C – Project Evaluation Form

Applicant Information:

Organization Name:  
Contact Name: 
Mailing Address:  
Telephone Number:  
Email Address:  

Project/Event Description:

What specific results were achieved through the funding of your project?

Did this grant benefit the community as anticipated or expected?

As a result of this grant did your organization increase or enhance partnerships and collaborations with other groups in the community? Explain.

If you received a financial grant, attach a financial report that outlines the project income (funding) and expenditures. Invoices for the event, program or project must also be included.

**Attach photos of the completed event, project or program

Print Name                  Title/Position                  Signature

Date

Page 15 of 15
Municipality of Lambton Shores

Community Grant and Community Vibrancy Fund

1. Purpose

“The Community Vibrancy Fund” developed through the Municipality’s agreement with Jericho Wind, LP (NextEra), offers financial assistance to provide for programs, projects, services or activities that enhance the quality of life for its residents in the areas of health, arts, culture, leisure, heritage, recreation, education and the environment.

Funding through the Community Vibrancy stream is available based on the terms and conditions of the Municipality’s agreement with Jericho Wind, LP.

2. Funding Options and Criteria

Organizations may submit one application per year for both the Community Grant Program and the Community Vibrancy Fund Program. Capital projects for municipal property will be funded through the Community Vibrancy Fund only, and will be assessed using the partnership evaluation grid found in Appendix A. Applications for projects that do not use Municipal property must include letters of permission from the property owner, unless the organization that owns the property is making the application.

2.1 Community Vibrancy Funding Stream

Each year, as part of the annual budget process, Council will determine the financial commitment to the Community Vibrancy Fund. This amount will equal 15% of the total funding of the previous year provided through the NextEra Vibrancy initiative.

- Requests for funding must fall under one of the following categories:
  - Agriculture / Rural Affairs
  - Arts / Culture / Community Heritage
  - Community / Special Events
  - Community Beautification / Environmental Awareness
  - Supporting Youth / Seniors
  - Tourism / Economic Development
  - Energy sustainability
  - Land stewardship
  - Recreation projects
  - Any of the categories identified in the Community Grant stream

- A maximum of $10,000 per organization per year has been established for financial contributions.

- Requests will be evaluated against the partnership evaluation grid found in Appendix A.
3. Applications

- All applications shall be submitted on the Application Form – Community Vibrancy Fund, which is attached to this policy.
- All application forms and supporting documents must be received no later than 4:30pm, October 31 each year. In the event that October 31 falls on a weekend, applications will be accepted until 4:30 pm the following Monday. Completed application forms can be submitted to any Lambton Shores Municipal office.
- Applications must include three quotations for services/materials required for the project.
- Application forms will be available in Municipal offices and on the Municipal website.
- Availability of application forms will be advertised beginning in August of each year and will be advertised on the Municipal website, through weekly email updates, social media and through the Living in Lambton Shores weekly newspaper advertisement.
- Organizations may submit one application per year. For organizations requesting assistance for multiple events, information must be submitted for each event/project.

4. Eligibility Criteria

- Applicants, with the exception of local elementary and secondary schools, must be non-profit community groups and organizations.
- Organizations must be based in the Municipality of Lambton Shores, with at least a majority of members being municipal residents. Membership and programs must be open to all residents of Lambton Shores. Services, programs and activities must be of benefit primarily to Lambton Shores residents.
- The organization must have demonstrated support from some source other than public funds.
- The organization must demonstrate an appropriate organizational structure and set of skills (i.e. board of directors, financial officer/treasurer, etc.).
- The organization should have a good track record of successfully completing/implementing/planning projects, events and/or programs.
- Organizations that service the broader County of Lambton may be considered for a Municipal grant if the program/event provides a clear benefit and/or service to Lambton Shores residents (i.e. event takes place in Lambton Shores, provides a specific service to Lambton Shores residents, etc.).
- If an umbrella organization is making an application for a financial grant the affiliated organization(s) must prove eligibility under this policy if the requested grant will directly impact them.

4.1 Ineligible for Funding

Grants will not be provided:

- To individuals.
- To organizations which are profit oriented, have a political mandate or special interest groups and clubs and/or clubs with exclusive membership.
- On a retroactive basis or for a project that is already completed.
- To cover budget deficits.
• For day to day operating costs of an organization (i.e. staffing, rent (excluding municipal facilities), property taxes, office supplies (including electronic equipment), etc.).
• For programs, activities and services taking place outside of the Municipality of Lambton Shores.
• To organizations providing a share or membership which may be held or disposed of for personal gain.
• To support programs or services geared specifically to activities related to ratepayer or tenant/landlord associations.
• For religious activities or instruction, including renovations to a place of worship unless it is also used for community activities.
• To support programs or services which are operated under the authority of another level of government (note: some exceptions may apply for County of Lambton organizations. See section 4.).
• As donations to charitable causes.
• To offset capital depreciation costs.
• For attendance at conferences, workshops and seminars.
• For travel, accommodation, uniforms, or personal equipment.
• To recreational sports groups (with the exception of minor sports), individual athletes or teams for a competition or to subsidize participation in a sports event.
• To groups that have failed to comply with reporting requirements from previous grants.
• For projects taking place on private property, which is not accessible to the public or used for community activities.
• To fund a third party.

Council may grant special consideration to entities that do not meet all of the above criteria, but are unique in nature and fulfill a specific need in the community.

The granting of financial assistance in any year is not to be regarded as a commitment by the Municipality to continue such assistance in future years. In addition, the Municipality will not provide guaranteed funding beyond the current year. In making grants, the Municipality may impose conditions as it sees fit.

5. Municipal Review

All applications will be considered having regard for the Municipality’s annual budget. Applications will be reviewed for completeness, accuracy, and compliance with this policy.

Incomplete applications will be returned to the organization with a list of the additional information required. Completed applications must be submitted by October 31. Incomplete applications received on or after this date will not be considered for a grant.

Applications for the Community Vibrancy Fund will be assessed under the partnership evaluation grid (Appendix A).

Staff are authorized to administer requests for donations of less than $500 as per Policy 25-2002 Requests for Donations Under $500.
Council will make the final decision on all donations valued over $500 and may make exceptions to any criteria as it deems necessary.

Council will submit its decisions for funding under the Community Vibrancy Fund to Jericho Wind, LP and Jericho Wind, LP will have final approval per Section 12 of the Community Funding Agreement.

5.1 Municipal Review Team

The Municipality will dedicate a team to review completed applications on an annual basis. The team will consist of at minimum one representative from each of the following departments: Clerks/Administration, Community Services and Finance.

The Review Team will assess the applications based on policy compliance and the partnership evaluation grid (Appendix A), and make recommendations to Council.

The Review Team may request, at its discretion, a meeting with an applicant or further details to clarify requested items.

6. Accountability

- Applicants awarded a grant will be held accountable for the expenditure of the funds in accordance with the stated objectives/plans. Grants in future years will be reviewed based on past demonstrated fiscal responsibility of the applicants.

- Applicants awarded a grant under the Community Vibrancy Fund will be required to sign a funding agreement with the Municipality.

- Funds granted are not transferable between projects or groups without prior Council approval, and must be used for the specific purposes outlined in the application. Misuse of funds may result in the applicant being disqualified from receiving a grant for a period of two years.

- Project evaluation forms (provided) with supporting documents must be completed and submitted to the Community Services Department within two months of the completion of the event or project, but in all cases, by October 31.

- Groups must submit a financial report outlining the project income and expenditures, and must attach any invoices relating to the project, event or program.

- Year-end financial statements are to be submitted by January 31 of the year following the grant.

7. Recognition

Organizations receiving financial contributions through the Community Vibrancy Fund must recognize the contribution of both the Municipality and Jericho Wind, LP. Recognition may take
the form of including the logo of Jericho or its affiliates and the Municipality on promotional material and advertising for events and projects that received funding through this stream.

Administered by the Director of Community Services
Application Form – Community Vibrancy Fund

Note: Eligible organizations must submit the completed application form to any Lambton Shores office on or before October 31 to be considered for a community grant.

Applicants must review Policy #0__ Community Vibrancy Fund prior to submitting an application.

1. Applicant Information

Organization Name: ____________________________________________________
Contact Name:  ____________________________________________________
Mailing Address:  ____________________________________________________
Telephone Number: ____________________________________________________
Email Address:  ____________________________________________________

The information contained in this application is, to the best of my knowledge, true and correct. I acknowledge that the contents of this application will be discussed in an open Council forum.

__________________________________________  ___________________________ _________________
Print Name/Position     Signature    Date

1.1 List the Executive Officers of your organization:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2 Provide a brief history of your organization, and indicate if it operates as a non-profit organization.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
1.3 What are the general objectives/services of your organization?

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

1.4 In what geographical area does your organization operate?

______________________________________________________________________

1.5 Do volunteers participate in your organization? If yes, indicate the number of volunteers and type of involvement.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

2. Assistance Requested

Community Vibrancy Fund

Financial Donation: $ __________________ ($10,000 maximum)

2.3 Categories for Funding

Select one category for funding for which you are applying:

- Agriculture / Rural Affairs
- Arts / Culture / Community Heritage
- Community / Special Events
- Community Beautification / Environmental Awareness
- Supporting Youth / Seniors
- Tourism / Economic Development
- Energy sustainability
- Land stewardship
- Recreation projects
3. Project Description

If one organization is applying for multiple projects, this section must be completed for each project. Use additional pages if necessary.

3.1 Provide a description of the event, program or project. Include any promotional materials for the upcoming year or that have been used in the past.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

3.2 For what specific purposes are the requested grant funds to be utilized within your organization?

____________________________________________________________________
____________________________________________________________________

3.3 Who will benefit from the proposed event, project or program?

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

4. Project Details

Use additional pages if necessary.

4.1 Describe the need for the proposed project. Please include letters of support and plans to support your project.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

4.2 The intention of the Vibrancy Fund is to provide funding for stand-alone opportunities that could not be funded under the Community Grant stream. Describe how you will ensure long-term sustainability of your project.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
4.3 Are there partners that will participate in the project with you? Describe their level of support/participation (i.e. in-kind, financial, etc.)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

4.4 Describe how you will ensure that there is no additional tax burden to Lambton Shores ratepayers as a result of the implementation of your program or project.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

5. Financial Information

5.1 If your organization has received financial assistance from the Municipality in prior years, indicate the amounts below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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5.2 What other steps are being taken to provide revenue (i.e. grants, ticket sales, donations, etc.)

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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(Name of Organization)

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Surplus/Deficit

Surplus/Deficit from prior year

Cash on Hand
## SAMPLE BALANCE SHEET

Lambton Shores' Seniors  
Family Fun Day  
STATEMENT OF INCOME  
October 30, 2008

### INCOME

#### DONATIONS

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**Total Donations and Income**  
1308.15

#### EXPENSES

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**TOTAL EXPENSES**  
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**NET INCOME TO BE APPLIED TO NEXT YEAR’S EVENT**  
$98.90
Appendix C – Project Evaluation Form

Applicant Information:

Organization Name: ________________________________
Contact Name: ________________________________
Mailing Address: ________________________________
Telephone Number: ________________________________
Email Address: ________________________________

Project/Event Description:
________________________________________________________________________
What specific results were achieved through the funding of your project?
________________________________________________________________________
________________________________________________________________________
Did this grant benefit the community as anticipated or expected?
________________________________________________________________________
________________________________________________________________________
As a result of this grant did your organization increase or enhance partnerships and collaborations with other groups in the community? Explain.
________________________________________________________________________
________________________________________________________________________
If you received a financial grant, attach a financial report that outlines the project income (funding) and expenditures. Invoices for the event, program or project must also be included.

**Attach photos of the completed event, project or program

Print Name ________________________________ Title/Position ________________________________ Signature ________________________________

Date ________________________________
THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 38 FOR 2002

“THE HURON EAST/SEAFOORTH COMMUNITY DEVELOPMENT TRUST BY-LAW”

Being a by-law to provide for the establishment of a Trust to manage the proceeds of the sale of the Seaforth Public Utilities by the Corporation of the Municipality of Huron East to Festival Hydro and to provide for the use of the proceeds in accordance with the Minister’s Order on Re-structuring Section 10(2);

WHEREAS Huron East Council has received one million, four hundred and seven thousand, one hundred and six dollars and ninety eight cents ($1,407,106.98) from the sale of the Seaforth Public Utility and the existing hydro reserves;

AND WHEREAS the Seaforth Public Utility has been paid for entirely by the ratepayers of the Seaforth Ward through the years;

AND WHEREAS the Seaforth Public Utility was an asset of the Town of Seaforth, a Ward of the Municipality of Huron East, created on January 1st, 2001;

AND WHEREAS the proceeds of the sale of the Seaforth Public Utility and existing hydro reserves have been recognized by the Minister’s Order on Re-structuring made under The Municipal Act on March 31st, 2000, in Section 10(2) as monies to be received and used for the benefit of the former Town of Seaforth;

AND WHEREAS the Council of the Municipality of Huron East wishes to create a Trust for the management of the funds in accordance with The Municipal Act and the said Minister’s Re-structuring Order;

AND WHEREAS the Trust funds will be used in part for the purchase of the Post Office building and to otherwise benefit former Seaforth ratepayers;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East ENACTS AS FOLLOWS: -

(1) Establishment of the Huron East/Seaforth Community Development Trust (HE/SCDT):

1.1 The hydro reserves of the former Town of Seaforth shall be paid to the Trustees of the Trust and managed in accordance with the Trust Deed attached as Schedule “A” when duly executed by the Trustees.
(2)  **Post Office Purchase:**

2.1  The existing Agreement of Purchase and Sale between the Corporation of the Municipality of Huron East and Grant Bradley for the purchase of the Post Office building shall be assigned to the HE/SCDT and the HE/SCDT shall close the transaction and manage the building as Trust property under the Trust Agreement.

(3)  The seventh Trustee shall be an appointment of the Municipality of Huron East for the initial term until the ending of the term of Council in 2003, and all other Trustees' terms shall end at that time except ALFRED ROSS and JOSEPH STEFFLER, whose terms shall end in 2006, at the end of the term of Council.

READ a first time this 2nd day of April, 2002.
READ a second time this 2nd day of April, 2002.
READ a third time and finally passed this 2nd day of April, 2002.

Mayor, Lin Steffler  
Clerk, J. R. McLachlan
THIS DECLARATION OF TRUST is made the 2nd day of April, A.D., 2002, by:

Alfred Ross, of the Municipality of Huron East (former Town of Seaforth),
Douglas Elliott, of the Municipality of Huron East (former Town of Seaforth),
Richard Burgess, of the Municipality of Huron East (former Town of Seaforth),
William Teall, of the Municipality of Huron East (former Town of Senforth),
James Sills, of the Municipality of Huron East (former Town of Seaforth),
Joseph Steffler, of the Municipality of Huron East (former Town of Seaforth),

(who are the "Trustees", which expression shall include the Trustee or Trustees for the time being of this Deed).

WHEREAS the Corporation of the Municipality of Huron East came into existence on January 1, 2001, as a result of a Minister’s Order made under The Municipal Act on March 31, 2000;

AND WHEREAS said Municipality holds certain reserve funds in accordance with The Municipal Act and the Minister's Order aforesaid;

AND WHEREAS the Minister’s Order provided that the Hydro reserves of the former Town of Seaforth and the proceeds of the sale of the assets of the hydro system of the former Town of Seaforth became reserve funds of the Corporation of the Municipality of Huron East with the qualification that they shall only be used for the benefit of the rate payers of the geographic area of the former Town of Seaforth;

AND WHEREAS the Corporation of the Municipality of Huron East wishes to make provision for the said use of the reserve funds;

AND WHEREAS the Corporation of the Municipality of Huron East desires to establish a Trust to hold and manage the reserve funds for the benefit of the rate payers of the former Town of Seaforth;

AND WHEREAS the Trustees have agreed to hold and manage the said reserve funds and any assets derived therefrom for the benefit of the rate payers of the former Town of Seaforth;

NOW IT IS AGREED AND DECLARED as follows:

1. A Trust is established in the name of the Huron East/Seaforth Community
Development Trust for the benefit of the rate payers of the former Town of Seaforth, from time to time.

2. The objects of the Huron East/Seaforth Community Development Trust are:
   
   (a) to manage the said Hydro reserve funds aforesaid in accordance with the provisions of The Municipal Act and the Municipal Re-structuring Order creating the Corporation of the Municipality of Huron East;
   
   (b) to use the reserve funds to promote the health, safety, morality and welfare of the rate payers of the former Town of Seaforth;
   
   (c) to promote the economic development of the geographic area known as the former Town of Seaforth;
   
   (d) to assist the Corporation of the Municipality of Huron East in its management and government of the geographic area known as the former Town of Seaforth;

3. The Trustees shall hold the capital and income of any cash, cheques, securities, investment, personal property, real property, or other interests received or otherwise acquired for the Seaforth Community Development Trust upon trust to be used for the exclusive purpose of the objects of the Seaforth Community Development Trust.

4. The Trustees may invest in their names, as Trustees, any monies or the proceeds of any property or interests received or otherwise acquired that are not required for the immediate purposes of the Huron East/Seaforth Community Development Trust. The investments may be securities or other investments in which such trust monies or proceeds may by law be invested. The Trustees, may, from time to time, deal further with the investments and may, from time to time, reinvest any amounts that are payable.

5. Any property received or otherwise acquired shall be vested in the Trustees.

6. The Trustees shall be Seven (7) in number. Two (2) of the seven (7) Trustees shall be the elected representatives of the Ward of Seaforth. The remaining five (5) Trustees shall be appointed by the Corporation of the Municipality of Huron East; three for three (3) year terms coincident with the term of the Municipal Council of the Corporation of the Municipality of Huron East and two (2) for six year terms to assure continuity. Trustees may be re-appointed if willing and if Council so determines.
and it is the intent that at each appointment date there shall always be two (2) Trustees commencing a six (6) year term.

7. The power of appointing new Trustees shall be vested in the Corporation of the Municipality of Huron East. The power of appointing new Trustees shall be exercised concurrently with the Municipal electoral process or in circumstances where the incumbent Trustees are acting in contravention of the objects of the Huron East/Seaforth Community Development Trust or for the purpose of filling a vacancy arising from resignation, incapacity, death of a Trustee, or other like reason.

8. The following regulations shall govern the procedures of the Trustees:-

(a) The Trustees shall hold meetings at least once every month. The meetings may be at a place that the Trustees shall, from time to time, determine;

(b) Any Trustee may, at any time, convene a special meeting of the Trustees provided at least seven (7) days' written notice has been given to the other Trustees of the matters to be discussed and the time, date and location of the meeting;

(c) A majority of the Trustees shall form a quorum for any meeting of the Trustees;

(d) Meetings shall be held in person;

(e) The Trustees shall appoint by resolution one of the Trustees to be Chair. The Chair shall have a deciding vote in the case of a tie on any matter before the Trustees;

(f) Any resolution of the Trustees may, from time to time, be rescinded or varied by the Trustees;

(g) The Trustees shall maintain a record of their meetings. The proceedings of the Trustees shall be entered in the record. The Chair shall sign the minutes at the conclusion of each meeting or at a future meeting when the minutes have been duly confirmed by the Trustees;

(h) The Trustees shall maintain books of accounts to record all money received and paid out by or on behalf of the Trustees.
The Trustees shall make an annual report to the Council of the Corporation of the Municipality of Huron East, which shall contain audited Financial Statements.

9. The Trustees may, from time to time, open and maintain an account or accounts at a financial institution or institutions. The Trustees may, at any time, pay any monies forming part of the Huron East/Seaforth Community Development Trust to the credit of the account or accounts or place the monies on deposit with any financial institution or institutions. All cheques and orders for payment shall be signed by the Chair and at least one (1) other Trustee. The Trustees shall have the right to lend money to the Corporation of the Municipality of Huron East for municipal purposes.

10. The Trustees may be reimbursed for any reasonable expenses incurred personally in carrying out their duties as Trustees in fulfilling the objects of the Huron East/Seaforth Community Development Trust.

11. The Trustees may engage any legal, accounting, or other professional assistance that they consider appropriate to administer and preserve the Huron East/Seaforth Community Development Trust. The Trustees may pay any fees, expenses or other charges with respect to the administration and preservation of the Huron East/Seaforth Community Development Trust.

12. The Trustees may appoint a solicitor or other person to be their agent and to receive and give a discharge for any money or valuable consideration or property receivable by the Trustees under the Trust. The Trustees may insure against loss or damage any insurable property held by the Trustees and any premiums, taxes, fees or other charges arising from the insurance contract shall be paid out of the income of the Trust. The Trustees may insure against negligence in the operation of the Trust and the Trust shall pay for such insurance. The Trustees may enter into and renew any leases for real or personal property on terms that the Trustees consider reasonable and may pay any rents, taxes, fees or other charges arising from the lease out of the income of the Trust.

13. The Trustees, their heirs, executors and administrators and estate and effects shall be indemnified and saved harmless individually and severally from time to time, and at all times from and against:
(a) all costs, charges and expenses which a Trustee sustains or incurs in or about any action, suit or proceeding brought, commenced or prosecuted against him or her or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her, in or about the execution of the duties of his or her office or in respect of such liability and,

(b) all other costs, charges and expenses that he or she sustains or incurs in, about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.

The Trustees may obtain indemnification insurance for errors and omissions and may pay for this insurance out of the Trust.

14. The Trustees may invest in any security or other investment in which Trust monies or proceeds may by law be invested and in mutual funds or similar securities available from a financial institution.

15. The Trustees may apply for incorporation as a non-profit Corporation under The Ontario Corporations Act with the consent of the Council of the Corporation of the Municipality of Huron East. The expenses related to the Application may be paid from the Seaforth Community Development Trust. Upon incorporation, the Huron East/Seaforth Community Development Trust shall be dissolved and the property shall be transferred to the Corporation.

16. Upon dissolution of the Seaforth Community Development Trust other than by incorporation and after payment of all debts and liabilities, the remaining property and money of the Seaforth Community Development Trust shall be returned to the reserve funds of the Corporation of the Municipality of Huron East to be dealt with in
Page Six

according with the Minister's Restructuring Order.

IN WITNESS whereof this Declaration of Trust is signed and sealed this 2nd day of April, A.D., 2002.

Signed, sealed and delivered in the presence of:

[Signatures of witnesses]

Alfred Ross
Douglas Elliott
Richard Burgess
William Teall
James Sills
Joe Steffler
Elizabeth Cardno

(FEL:mp/haroneast/declarat.dra5)[March 27th, 2002]

63
<table>
<thead>
<tr>
<th><strong>Report No:</strong></th>
<th><strong>TRE-2015-14</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject:</strong></td>
<td>Community Benefits Reserve Fund</td>
</tr>
<tr>
<td><strong>Attachments:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Report Summary:</strong></td>
<td>The purpose of this report is to obtain Council’s approval to establish the Community Benefits Reserve Fund, which will hold the annual payments received from SP Armow as per the Development Agreement, and to outline the framework under which these funds shall be utilized.</td>
</tr>
<tr>
<td><strong>Origin:</strong></td>
<td>By-law No. 2014-080 Development Agreement with SP Armow Wind</td>
</tr>
<tr>
<td><strong>Existing Policy:</strong></td>
<td>GG 2.21 Reserve and Reserve Fund Policy</td>
</tr>
</tbody>
</table>

**Analysis:** On May 21, 2014, Council passed By-law No. 2014-080 and entered into a development agreement with SP Armow. Under the terms of this agreement SP Armow will make annual financial contributions to the Municipality of Kincardine in the amount of $630,000 (adjusted for inflation). An additional $1,030,000 lump sum payment will be made specifically for the refurbishment of the main runway at the Kincardine Airport.

Under S. 12.1 of the agreement, the Municipality must establish a Community Benefits Reserve Fund into which the annual payments shall be deposited. The agreement also requires that the Fund shall be used exclusively for municipal projects based on the following restrictions:

- **Energy sustainability:** municipal renewable energy systems, vehicle fleet efficiency upgrades, building energy efficiency upgrades, and energy conservation programs;
- **Land stewardship:** natural habitat creation and improvement, tree planting, shoreline rehabilitation;
- **Public recreational facilities:** public arenas, parks, trails;
- **Protective services:** police, fire, emergency medical services, healthcare;
- **Municipal servicing infrastructure:** roads, airport, etc.;
- Education and job training;
- Property tax relief for residents and businesses as may be permitted under the Municipal Act;
- Other community related activities

Prior to selecting any municipal projects to be funded from the reserve fund, Council shall be required to:
• Consult with SP Armow in advance and shall give due consideration to any comments or input offered;
• Present the expenditure as a written agenda item to be considered for approval by Council, and referencing the Fund and SP Armow as sponsor on the agenda;
• Publicly acknowledge the contribution made by SP Armow

In order to follow-through on Council’s commitment to asset management, funding for municipal projects from the Community Benefits Reserve Fund should be determined during the annual budget process such that all high-priority projects receive equal consideration.

Staff is requesting that Council approve the establishment of the Community Benefit Reserve Fund with the above noted restrictions, to be approved at the September 16th Council meeting.

<table>
<thead>
<tr>
<th>Community Plan and Integrated Community Sustainability Plan (ICSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Considerations:</td>
</tr>
<tr>
<td>Financial Considerations:</td>
</tr>
<tr>
<td>The annual payment is $630,000, adjusted for inflation each year. The first payment will be made within 90 days after the Commercial Operation Date, with all subsequent annual payments to be made on or before June 30th each year. The annual payments for the first and last partial calendar years of the term shall be prorated. With a projected Commercial Operation Date of November/December 2015, the first payment is estimated to be ~ $50,000 and to be received before the end of February 2016, with the second payment of $630,000 due on June 30, 2016.</td>
</tr>
<tr>
<td>Funds shall be invested in accordance with Investment Policy GG.2.11. The investment terms will be dependent on the outcome of the budget deliberations.</td>
</tr>
</tbody>
</table>

| Options:                                                      |
| 1. THAT Council pass a by-law to establish the new Community Benefits Reserve Fund which will be used to hold the annual payments received under the Development Agreement with SP Armow, under the terms specified in this report. |
| 2. THAT Council pass a by-law to establish the new Community Benefits Reserve Fund which will be used to hold the annual payments received under the Development Agreement with SP Armow, using modified terms as determined by Council |
| 3. THAT Council takes no action at this time |

<p>| Preferred Option: | Option 1 |</p>
<table>
<thead>
<tr>
<th><strong>Date to be considered by Council:</strong></th>
<th>September 16, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAO's Comments:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td>August 14, 2015</td>
</tr>
<tr>
<td><strong>AUTHOR'S SIGNATURE</strong></td>
<td>R. Baumann, Treasurer/Director of Finance</td>
</tr>
<tr>
<td><strong>Signature: R. Baumann</strong></td>
<td></td>
</tr>
</tbody>
</table>
BY-LAW

NO. 2015 - 129

BEING A BY-LAW TO ESTABLISH A RESERVE FUND
(Community Benefit Reserve Fund)

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, Section 8 (1) and 9 provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the said Municipal Act, Section 290 4(g) provides that a municipality may in preparing the budget for a year provide for such reserve funds as the municipality considers necessary;

AND WHEREAS on May 21, 2014, Council passed By-law No. 2014-080, the “Development Agreement and Road Use Agreement with SP Armow Wind Ontario LP” which included terms for SP Armow to make annual financial contributions to the Municipality of Kincardine and Section 12.1 of said agreement outlined the establishment of a Community Benefits Reserve Fund;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine wishes to establish a new reserve fund to hold the annual payments received under the above noted agreement and per Report TRE 2015-14;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine ENACTS as follows:

1. That the “Community Benefits Reserve Fund” be established and that this reserve fund shall be used as per the terms in By-law No. 2014-080, the “Development Agreement and Road Use Agreement with SP Armow Wind Ontario LP”.

2. That the annual financial contributions to the Municipality from SP Armow Wind Ontario LP per the above noted agreement be deposited into the “Community Benefits Reserve Fund”.

3. That funding for municipal projects from the Community Benefits Reserve Fund be determined during the annual budget process.

4. This by-law shall come into full force and effect upon its final passage.

5. This by-law may be cited as the “Community Benefits Reserve Fund By-law”.

READ a FIRST and SECOND TIME this 16th day of September, 2015.

READ a THIRD TIME and FINALLY PASSED this 16th day of September, 2015.

[Signatures]

Mayor

Clerk
<table>
<thead>
<tr>
<th>Association</th>
<th>STATUS (Community Group or Non-Profit)</th>
<th>2016 Amount Approved</th>
<th>2016 Amount Paid</th>
<th>2017 Amount Requested</th>
<th>Initial Amount Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayfield Agricultural Society</td>
<td></td>
<td>405.00</td>
<td>405.00</td>
<td>1,000.00</td>
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<tr>
<td>Bayfield Area Chamber of Commerce</td>
<td>Non-profit organization</td>
<td>3,240.00</td>
<td>3,240.00</td>
<td>10,000.00</td>
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<tr>
<td>Bayfield Garden Club</td>
<td>Community Group/Non-Profit</td>
<td></td>
<td></td>
<td>1,000.00 *</td>
<td></td>
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<tr>
<td>Bayfield Ratepayers Association</td>
<td>Community Group</td>
<td>4,050.00</td>
<td>2,877.13</td>
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<tr>
<td>Bayfield River Valley Trail Assoc.</td>
<td>Community Group</td>
<td>2,700.00</td>
<td>2,700.00</td>
<td>9,500.00</td>
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<tr>
<td>Bayfield Town Hall Heritage Society</td>
<td></td>
<td></td>
<td></td>
<td>4,000.00</td>
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<tr>
<td>Blue Bayfield - Bayfield Sustainability Summit</td>
<td>Community Group/Non-Profit</td>
<td></td>
<td></td>
<td>1,000.00 *</td>
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<tr>
<td>Blue Bayfield - Safe Harbour Run</td>
<td>Community Group/Non-Profit</td>
<td></td>
<td></td>
<td>1,500.00 *</td>
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<td>Bluewater Shoreline Residents Assoc.</td>
<td>Community Group</td>
<td>7,128.00</td>
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<td>9,400.00</td>
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<td>Clinton Public Hospital Foundation</td>
<td>Non-profit organization</td>
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<tr>
<td>Hensall Heritage Hall</td>
<td>Non-profit organization</td>
<td>0.00</td>
<td></td>
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<tr>
<td>Hensall Streetscape/Infrastructure Improvement Committee</td>
<td>Community Group</td>
<td></td>
<td></td>
<td>2,500.00 *</td>
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<tr>
<td>Huron County Farm &amp; Home Safety</td>
<td></td>
<td>54.00</td>
<td>54.00</td>
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<tr>
<td>Huron County Plowman’s Association</td>
<td>Strictly volunteer group</td>
<td>67.50</td>
<td>67.50</td>
<td>140.00 **</td>
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<td>Huron Perth Agriculture &amp; Water Festival</td>
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<td>54.00</td>
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<tr>
<td>Huron Perth United Way Campaign</td>
<td>Non-profit organization</td>
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<tr>
<td>Huron Women’s Shelter</td>
<td>Non-profit organization</td>
<td>189.00</td>
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<td>Pioneer Park Association</td>
<td>Environment/Community</td>
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<tr>
<td>Non-profit organization</td>
<td></td>
<td>0.00</td>
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<tr>
<td>South Huron Hospital Found.-Jessica’s House</td>
<td>Non-profit organization</td>
<td></td>
<td></td>
<td>100,000.00</td>
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<tr>
<td>St. Joseph &amp; Area Historical Society</td>
<td>Park Maintenance</td>
<td></td>
<td></td>
<td>1,100.00</td>
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<tr>
<td>St. Joseph &amp; Area Historical Society</td>
<td>Monument Beautification</td>
<td>1,500.00</td>
<td>1,500.00</td>
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<tr>
<td>Zurich &amp; District Chamber of Commerce</td>
<td>Community Group</td>
<td>1,620.00</td>
<td>1,620.00</td>
<td>2,087.50</td>
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<tr>
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<td>Annual Grant</td>
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<td>405.00</td>
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<td>Zurich Agricultural Society</td>
<td>Add Electrical Outlets</td>
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<tr>
<td></td>
<td>**</td>
<td>21,763.50</td>
<td>13,867.63</td>
<td>143,727.50</td>
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**Budget Notes:**

- Communities in Bloom 00-1610-560-7386 18,970.00 20,774.00
- Heritage Committee 00-1820-600-7380 10,742.00 10,955.00
- Friends of Hay Twp. Hall 00-1630-542-6610 1,600.00 1,600.00
- Sub-Total 31,312.00 0.00 33,329.00 0.00
- Total built into budget 53,075.50 0.00 55,092.50
- Funded from Donations (Levy): 00-1840-600-6610 Jan 1/16 Balance Ending Balance
  - Area Medical reserve 00-0003-026-3082 12,278.88 -2,000.00 10,278.88 0.00
  - Dashwood Hall - HEU Reserve 02-0001-010-1142 75,531.48 606.48 76,137.96 76,137.96
  - Greenlands Reserve Fund 16-0001-010-1125 37,697.47 1,807.81 39,505.28 0.00
  - Reserve for working funds 00-0003-026-3002 -1,000.00
- Total Expenditures: 76,137.96
- Change to Budget for Committees: Current Am’t Council Adjustment in Budget Approved Required
  - Communities in Bloom 00-1610-560-&&&& 20,774.00 - 20,774.00
  - Heritage Committee 00-1820-600-7380 10,955.00 - 10,955.00
  - Friends of Hay Twp. Hall 00-1630-542-6610 1,600.00 - 1,600.00
  - 33,329.00 - 33,329.00
  - new grant request * no specific amount **
THE CORPORATION OF THE MUNICIPALITY OF BLUEWATER

BY-LAW NUMBER 30-2017

Being a By-law to confirm the proceedings of the Council at its meeting held on February 15, 2017

The Council of the Corporation of the Municipality of Bluewater enacts as follows:

1. That the actions of the Council at its meeting held on February 15, 2017, in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.

2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Municipality of Bluewater to all such documents.

By-law read a first and second time this 15th day of February, 2017.

By-law read a third time and finally passed this 15th day of February, 2017.

___________________________________
Tyler Hessel, Mayor

___________________________________
Kyle Pratt, CAO/Clerk