



Community Grant and Sponsorship Program Policy

Department:	Finance	Reviewed:	
Date:	June 16, 2025	Revised:	
Approved by:	Council		

The Municipality of Central Elgin recognizes the many benefits that local organizations and volunteers provide by promoting and improving upon the social, cultural, and economic wellbeing of the community. The Municipality is committed to applying a consistent, fair, and equitable approach to all requests for community grants and sponsorship support.

Central Elgin Council recognizes that residents have the right to expect that tax dollars will be expended in a manner that is justifiable and maintains boundaries to ensure that external groups have a defined process with set parameters under which they may be able to have access to public funds. Council is committed to working with groups and organizations that may engage in beneficial projects that are inclusive to all residents and to each of our communities, while recognizing the financial constraints impacting residents and the Municipality's ability to provide funding for every cause.

PURPOSE:

The purpose of this policy is:

- To support programs, projects, and services that are of a general strategic benefit to the Municipality of Central Elgin,
- To support volunteer, community-based organizations who are fundamental to maintaining quality of life,
- To provide Staff and Council with clear criteria for considering and responding to requests for donations, grants, or sponsorships from external sources,
- To provide an equitable process for groups and organizations seeking donations, grants or sponsorship support whether monetary or in-kind from the Municipality of Central Elgin,
- To promote financial accountability and responsible stewardship of public funds using a process that permits adequate financial planning for grants or sponsorship.

SCOPE:

The scope of this policy framework allocates grants and sponsorships to eligible organizations and initiatives that benefit the residents of the Municipality of Central Elgin. The policy ensures transparency, fairness, and accountability in the distribution of these funds.

The Municipality may provide funding through the following mechanisms in any given year:

- Grant: One-time financial contributions provided to eligible organizations or initiatives for specific projects that benefit the community and are inclusive to all residents.
- Sponsorship: Financial assistance, within limited award values, to eligible organizations or initiatives that request support for operations, capacity-building efforts, or activities.
- In-Kind Contributions: Non-monetary resources provided to a project, organization, or program that would otherwise be used for regular operations of the Municipality.

POLICY:

1. General Guidelines:

All requests for grants and sponsorships will be assessed based on availability of Municipal resources, potential financial impact to the Municipality, contribution to the well-being of members of the community, program inclusivity to all residents, and overall community impact.

Maximum contributions for the categories listed above are detailed in Schedule C.

Grants and Sponsorships made by the Municipality are not to be regarded as a commitment by the Municipality to continue such support into the future. There is no guarantee that a request will be approved, nor an approved request renewed the following year.

2. Eligible Applicants:

Groups or organizations must meet the following criteria to be considered for a Municipal grant or sponsorship:

- a) Must operate as a registered charity, or incorporated non-profit or volunteer organization offering programs or services that provide benefit to the general community (see Definitions "Community")
- b) Must demonstrate a clear need for the funds being requested to enable the group or organization to provide a specific program, service, or initiative.
- c) Must be located within the Municipality and/or provide a direct benefit to the Municipality and/or its ratepayers/residents.
- d) Shall submit a completed application form by the specified dates.
- e) May be required to provide a budget for the project/event that **easily and clearly** outlines financial information about the **specific project/initiative** for which the funding is being

requested and must accurately disclose the full value of any pledges outstanding or funding received for the project/event.

- f) When requested, prior year comparative actual financial information of the same event must be provided
- g) Must include all necessary application documentation and information.
- h) Must provide a copy of the group or organization's most recent annual financial statements with the application, or when requested.
- i) The group or organization has fulfilled any obligations outstanding from previous awards of grants or sponsorship by the Municipality.
- j) Incomplete application/information will be deemed ineligible and will not be forwarded to Council for consideration.
- k) Application requests will be date-stamped when received and acknowledgement sent to the applicant by email.
- l) Late applications will be deemed ineligible and funds will not be paid to programs/initiatives that occur before the application deadline.
- m) Applications will be reviewed and evaluated to ensure completeness. Any deficiencies will be noted to the applicant.
- n) Council will choose to allocate, or not allocate, funds to eligible groups or organizations, in its sole and unfettered discretion.
- o) Cheques will be issued for the total amount that Council has approved for each group or organization following the approval of the application received.
- p) Only one application per group/organization will be considered per year.
- q) Only one grant per group/organization will be given for one program/event per year, stacking of projects will not be allowed.
- r) Grants and sponsorships made by the Municipality are not to be regarded as a commitment to continue such funding in perpetuity or again at any time in the future.
- s) In making a grant or sponsorship, Committee or Council may impose such conditions and/or restrictions as it deems fit.
- t) No request shall be granted that binds the Corporation beyond the current term of Council. A valid certificate of insurance must be provided with the application.

3. Non-eligible Funding and Activity

Council will not consider providing a Grant or Sponsorship to the following:

- a) Individuals.
- b) For-profit businesses.
- c) Groups/Organizations with political affiliation.
- d) Groups/Organizations who have failed to provide satisfactory reports, including requested financial statements, as to the success or outcomes of previous funding and specifically with respect to the allocation of grant funds previously provided.
- e) Other levels of government or organizations primarily funded by other levels of government.
- f) Discriminatory activities and events.
- g) Activities that are contrary to the policies of the Municipality.
- h) Activities which are deemed to be unlawful.
- i) Activities where the funds will not directly benefit an event held by the applicant but will be used to raise the profile of the applicant for the sole purpose of supporting the fundraising activities of another group.
- j) Late, incomplete, or multiple applications by any group
- k) Loan Guarantees for any outside organization or project.

- l) Capital projects or one-time programming that has previously received Municipal support to the maximum of 10% of the cost of the project or program.
- m) Capital projects that duplicate infrastructure already owned and maintained by the Municipality.

4. Funding of the Grant and Sponsorship Program:

Council reserves the right to pause the funding of this program at any time. Council may otherwise set aside an annual amount that will be apportioned to Grants and Sponsorships fund.

Requests will be considered and decided upon by the Mayor and Council as part of the Budget development process and allocations will be made following final Council approval of the Budget.

The above program is subject to the following restrictions:

Each request will be considered in written format only, as defined by this policy. Requesting agencies will not be granted a delegation or access to Council, Committee, or staff to publicly or privately petition/lobby for their application.

When making decisions related to grant or sponsorship, Council may impose such conditions and/or restrictions as is deemed fit such as a requirement to recognize the Municipality.

Multi-year capital grants may be considered and will be paid for based on the original year implemented as future increments cannot be forecasted accurately. Unallocated amounts at the end of any year may be set aside in a reserve for use to reduce taxpayer burden in an upcoming year. Multi-year commitments will not extend beyond the term of Council making the commitment.

In-kind Grants or Sponsorship will be valued and the affected department within the Municipality will be reimbursed from the annual Grant apportionment.

The decision regarding each application is final. Once the annual budget allotment has been exhausted, any further funding requests will not be considered and will need to be resubmitted in a subsequent fiscal year for consideration.

5. Types of Financial Assistance

1. Requests may include in-kind contributions for Municipally owned resources:
 - i. Use of Municipally owned facility(s) – fee waived or reduced.
 - ii. Use of Municipally owned equipment (includes Municipal staff to operate equipment) – fee waived or reduced.
 - iii. Use of Municipally owned materials – fee waived or reduced.
 - iv. Use of Staff resources – regular/overtime at current rates.
 - v. Maximum value of any in-kind donation cannot exceed \$2,000.
2. Grants and Sponsorships will be considered and distributed as per Schedule C
3. No pledge of Grant or Sponsorship will bind the Municipality above the amount available as per the Policy annually or beyond the current term of the Council making the commitment.

6. Application Process:

- a. Applicants that wish to be considered for grant or sponsorship must apply in writing to the Municipality using the application form – Schedule A
- b. Applications are submitted **annually**.
- c. All applications must be submitted to the Deputy Clerk by the dates outlined each year.
- d. An annual allocated amount may be approved for these purposes yearly within the Municipal budget. The amount of funds shall be distributed based upon the evaluation criteria, category, and number of the requests within the upcoming fiscal year.

7. Grants and Sponsorships:

- a) No funds shall be loaned by the Corporation of the Municipality of Central Elgin to any organization for programs, initiatives, or capital projects.
- b) In accordance with the Municipality's insurer, any initiative/project, not under the complete control of the Municipality, will not be insured under the Municipality's insurance policy.
- c) Priority may be given to groups that have not received grants in a prior year.
- d) Terms of the Grant or Sponsorship will not extend beyond the current term of Council.
- e) Multi-year pledges will be taken into consideration within their pledged years placing restriction on the amount that will then be available for additional donation to other groups in future years during that term of Council.
- f) The Municipality will not provide Guarantees for Loans for other agencies or organizations for any purpose.
- g) Councillors who sit on the board of directors or who have direct involvement with any group/organization requesting funding may not vote on the application acceptance.
- h) Projects submitted by other government agencies will not be eligible for any consideration.

8. Accountability and Recognition Requirements:

- a. Grants and Sponsorships may be approved with certain other terms and conditions. The letter of approval will state if any such restrictions apply to your specific grant.
- b. Applicants given a grant or sponsorship will be held accountable for the expenditure and reporting of the funds in accordance with the stated objectives/plans relevant to this program.
- c. Future support will be reviewed based on past demonstrated fiscal responsibility of the applicant.
- d. Grants or sponsorships given are not transferrable between projects or groups without prior Council approval and must be used for the specific purpose outlined.
- e. If the event/initiative does not move forward, the recipient is obligated to return the donated funds for the proposed project.
- f. Once the event has been held, the applicant has 60 days to submit a full accounting of the event.
- g. From time to time, members of Council may be requested to attend the event to open or close the event or pose for a picture or cheque signing. Arrangements will be made through the Deputy Clerk's office well in advance to accommodate scheduling.
- h. Reporting shall include:
 - A full reconciliation of the Revenues collected as part of the program/initiative including other sponsorships, and a full reconciliation and details of costs expended to operate the program/initiative

- Explanation of where the Municipal logo was used in advertising or recognition of Municipal support.

9. Staff and Committee/Council Procedures

- a. Council may set aside an amount annually in the budget to be apportioned to support this policy as per Section 4 above.
- b. Delegations to Council for the purpose of solicitation of Municipal funds to support an event or project will not be permitted and will be monitored during the intake and award period of the grant process.
- c. Requests received, as per Schedule A, will be reviewed by Staff and determined to be either eligible or ineligible using Schedule B
- d. Eligible applications will be summarized and presented to the Mayor and Council for consideration.
- e. Ineligible applications will be notified and advised as to the reason why their request did not proceed through the process.
- f. Record of approved requests will be issued their funding cheques following final Budget approval.
- g. By December 1 of each year, staff will determine whether reporting back has been completed and, if not, will provide one-time follow-up with the group.
- h. Before the next intake period, staff will report back to Council with information related to non-compliance.
- i. Non-compliant applicant information from current and prior years will be kept to provide information during future intake years and used to ensure that these groups do not obtain further funding until compliant.
- j. Applicants may comply by submitting either the appropriate missing information or by returning the funds originally gifted by Council.
- k. After one further year of suspension, said applicant may be removed from the list of non-compliance.

10.DEFINITIONS:

- “Applicant” means the group or organization making the request for grant or sponsorship. Change of leadership within the organization or group does not change the status of the applicant.
- “Capital” means a project involving the construction or purchase of an item of physical substance that will be used/available for more than one year.
- “Community” means the jurisdictional boundaries within the Corporation of the Municipality of Central Elgin.
- “Donation” is typically given without restriction on funds being spent on specific projects or initiatives.
- “Facility” means Municipal lands, buildings and portions of buildings available for rent or lease (owned and operated by the Municipality).
- “Fees” means charges levied with respect to the renting/leasing of facilities and related equipment as set out in the Municipality’s Fees and Charges By-Law.

- “Grant” is defined as a sum of money given by a government or other organization for a specific purpose.
- “In-Kind” means the use of Municipal property/facilities, materials, Staff time, or resources other than cash.
- “Levy” means the portion of Municipal Revenue required less all other sources of funding that is imposed upon ratepayers to balance the budget. The portion of Revenue that is raised by taxation only.
- “Partnership” means a simple partnership that involves a short-term agreement or contract under which two or more entities agree to unite their efforts or their resources to achieve a common goal.
- “Non-compliance” means that the group or organization has failed or refused to comply with the terms of a previously successful application of grant or sponsorship given to them for an initiative or project.
- “Non-profit organization” means an organization that does not exist to make a profit and provides public benefit through arts, culture, recreation, education and/or community-focused activities operating within the Municipality.
- “Service Group” means a service club or service organization that is a voluntary nonprofit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations. These organizations may raise funds to forward same to other organizations. Examples may include but are not limited to: Kiwanis International, Rotary International, Lions Clubs International, Civitan International, DeMolay International, Sertoma, and Optimists International.
- “Sponsorship” means a contribution requested to support a specific program, service, or operating expense given at a set amount.



Schedule A

Municipality of Central Elgin Grant and Sponsorship Program Application Form

Contact Information

Name of Organization	
Name of Program/Event/Project	
Contact Name	
Position	
Mailing Address	
Phone Number	
Email	

Total Amount Requested: _____

Section 1: About Your Project

Is your group based in the Municipality of Central Elgin? ☐ Yes ☐ No

Is your group a charity, not-for-profit or volunteer organization? ☐ Yes ☐ No Is your group affiliated with another organization? ☐ Yes ☐ No

If yes, please identify the group or organization:

How many years has your group/organization been in operation? _____

Please describe what services your group/organization provides to the residents of the Municipality of Central Elgin.

Outline where this project, program/service, or initiative will take place. Please indicate how many people from the Municipality of Central Elgin will use and benefit from this service.

Please provide a clear description of the project, initiative, or program/service and detail how the funds will be used. Please include key dates of scheduled activities and the target audience.

How does your project, initiative, or program/service fill a need within the community? Please describe how your project, initiative, or program/service enhances the community to achieve a positive impact.

Please describe the financial need of your organization and the reasons for requesting this support. Indicate other forms of sponsorships/funding that have been applied for or received.

Section 2: Proposed Project/Event Budget

Applicants must provide a budget for the project, initiative, or program/service that easily and clearly outlines financial information about the specific project, event, or program/service for which the funding is being requested and must accurately disclose the full value of any pledges outstanding or funding received for the project, initiative, or program/service at the time of submission.

A brief sample budget outline is provided below. Please attach your full project event/program budget in more detail to this application.

Revenue Needed	Budget	Amount Received to Date
Include Pledges		
Include other funding		
Include projected other revenue		
Expenses	Budget	Amount Spent to Date
Include advertising costs		
Total Revenue less Expenses		

Section 3: Detailed Project Outline and Financial Statements

Please attach the following documentation related to your project:

- ☐ Your organization's prior year financial statements.
- ☐ Include quotes or tender documents to support your budget and that demonstrate responsible procurement practices.

_____ Initial – Acknowledgement that approvals of large grants may be subject to the signing of an agreement with the Municipality of Central Elgin (sample Schedule D in the Grants and Sponsorships Policy).

Section 4: Acknowledge Privacy Statement, Report Back Requirements, and Application Sign Off

Personal information as identified by the Freedom of Information and Protection of Privacy Act (MFIPPA) including name, address, telephone number and email address is collected under the authority of the Municipality of Central Elgin's Access to Information and Privacy Policy and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

I, the undersigned, have read and understand the requirements to report back, as per Section 10: Accountability and Recognition of the Grant and Sponsorship Policy, the results of the initiative/project to the Municipality of Central Elgin after the initiative/project has concluded. I understand that the grant or sponsorship provided is not transferrable to another group/organization. If the event is cancelled or fails to occur, I understand that the funds granted will be owing back to the Municipality.

I, the undersigned, certify the information in this application is, to the best of my knowledge, true, correct, and complete. I understand that I will be notified of a decision regarding this application once approved or denied.

I have attached all relevant documents/information based on the type of support our application category requires as chosen above.

Organization Representative Name (print)	
Applicant Signature	

Schedule B

MUNICIPALITY OF CENTRAL ELGIN

Grant or Sponsorship Application Evaluation Checklist:

Date Application Received		
Group/Organization Applying		
Acknowledged Receipt on	Date:	
Application is Eligible/Ineligible	If Ineligible provide Reason below:	
Amount being requested		
Criteria (Staff to Complete prior to Review at Council/Committee)	Yes	No
Application received by the deadline.		
Application meets criteria of program applied for		
Organization/Group based within, operating within, or serving the Municipality of Central Elgin.		
Event/Initiative occurring within the Municipality of Central Elgin.		
Event/Initiative benefitting residents of the Municipality of Central Elgin.		
Organization/Group meets eligibility requirements.		
Funding request clearly indicated.		
Organization/Group has not received assistance from the Municipality in prior year or in a current ongoing agreement.		
If applicable, request ask does not exceed 10% of total program budget and Municipality has not exceeded funding of this project in a prior period.		
Organization/Group receiving assistance from other sources.		
Applicant is in good standing relative to past grants/sponsorships.		
Is Schedule D required? (Legal review necessary)		
This application meets all criteria necessary to be forwarded to Council, including Agreement and appropriate Documentation.		
Council/Committee Decision on Date:		
Follow up on Schedule E Completed		

Schedule C

MUNICIPALITY OF CENTRAL ELGIN

Grants or Sponsorship Maximum Contribution Scale Authority under this Policy

Committee Grants and Sponsorships	
In-Kind Grant	\$2,000 maximum
Program/Initiative/Project- Specific Support (Grant or Sponsorship)	\$5,000 maximum. Grant not to exceed Budgeted annual amount and pledges will not bind Council beyond their current term
Loan Guarantees for any agency or organization	Ineligible and will not be considered

Schedule D

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 202_ (the "Effective Date").

BETWEEN:

**CORPORATION OF THE MUNICIPALITY OF
CENTRAL ELGIN
(hereinafter called "Municipality")**

OF THE FIRST PART

**- AND -
INSERT NAME OF LEGAL ENTITY
(hereinafter called "Organization")**

**OF THE SECOND
PART**

WHEREAS section 107(1) of the *Municipal Act, 2001*, c. 25, provides that Council may provide a grant to a group for any purpose that Council considers in the interest of the Municipality;
AND WHEREAS Central Elgin Council wishes to provide modest financial assistance through the Municipality's Grant and Sponsorship Policy to eligible and approved Central Elgin non-profit organizations for projects that meet Policy criteria and align with the goals of the Policy;
AND WHEREAS the Organization has applied for and wishes to receive such support from the Municipality;
AND WHEREAS the Organization been approved by Central Elgin Council for participation in the Policy, conditional upon the provision of certain assurances to the Municipality;
AND WHEREAS the Municipality and the Organization now wish to formalize their agreement pursuant to the purchasing policies of the Municipality;
NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each party to the other as well as the mutual covenants contained herein, the nature and extent of which consideration is acknowledged as sufficient and received, the Parties hereto agree as follows:

1. GENERAL

1.1. Purpose of Agreement

This Agreement is for the provision of a Grant to the Organization in return for certain guarantees assuring the Municipality of the benefit of the Project to the Municipality and use of the Grant by the Organization for the faithful completion of the Project.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement, unless the context otherwise requires, the following terms, regardless of capitalization, shall have the following meanings:

2.1.1. "Confidential Information"

"Confidential Information" shall mean any non-public information, whether in oral, written, electronic, or other form, disclosed by the Municipality to the Organization that is identified as confidential or would reasonably be understood to be confidential under the circumstances. Confidential Information includes, but is not limited to, personal health information, municipal plans, policies, proprietary data, financial information, infrastructure plans, public safety strategies, internal reports, and any other information that is not publicly available.

2.1.2. "Council"

"Council" means the elected municipal council of the Municipality.

2.1.3. "Effective date"

"Effective date" means the date set out at the top of the Agreement.

2.1.4. "Grant"

"Grant" means all moneys, funds, or other financial instruments or products disbursed or given by the Municipality to the Organization.

2.1.5. "Project"

"Project" means the program, service, or initiative to be undertaken and completed by the Organization for which the Grant contemplated by this Agreement has been provided under this agreement.

2.2. Interpretation

2.2.1. Governing Documents and the Precedence Thereof

In case of any inconsistency or conflict between or within the provisions of this Agreement any other document or writing, the provisions of such documents shall take precedence and govern in the following order:

- i) The body of this agreement;
- ii) The Schedules hereto, including Schedule "A", being the Application for the Grant, and Schedule "B", being the Municipality's Grant and Sponsorship Policy.

These documents are integrated into this agreement and collectively form the entirety of the agreement between the parties, and no supplement, modification, amendment, or termination of thereto shall be binding unless executed in writing by the Parties. These documents are collectively referred to herein as the "Agreement".

2.2.2. Gender/Number

Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.

2.2.3. Headings Do Not Govern

The headings contained in this Agreement are for reference only and in no way affect this Agreement.

2.2.4. "Include"

All instances of the word "include" and all conjugations thereof should be read as though immediately followed by the words "without limitation".

3. GENERAL COVENANTS OF THE ORGANIZATION

In addition to the other requirements of this Agreement, the Organization hereby acknowledges, agrees, and covenants that:

- i) The Organization is a legal entity that agrees to be bound to complete the Project as set out in Schedule "A" hereto;
- ii) The Organization and its Project meet the Municipality's Grant and Sponsorship Policy criteria and will continue to do so throughout the Term of this Agreement;
- iii) The information contained in the Grant and Sponsorship Application Form was and is true and correct and there has been no change in said information. The Organization shall notify the Municipality within seven (7) days of any change to said information;
- iv) The Organization will use the Grant or any portion thereof only for purposes directly relating to the Project;
- v) Should any portion of the Grant not be utilized by the Organization for the Project then the Organization shall immediately return the unused portion of the Grant to the Municipality following completion of the Project;
- vi) At all relevant times during the effective Term of this Agreement, the Organization shall have and maintain at least the following governance procedures:
 - a. procedures to provide for the prudent and effective management of Grant funds and monies;
 - b. procedures to enable the successful undertaking of the Project;
 - c. procedures to enable the preparation and delivery of all reports required herein.

4. GENERAL COVENANTS OF THE MUNICIPALITY

The Municipality shall disburse a Grant of \$X,XXX to the Organization within thirty (30) days of the execution of this Agreement by all parties.

5. SUMMARY OF PROJECT AND GRANT

The Parties acknowledge and agree that the following summary particularizes the Organization, the Project, and the Grant as contemplated by this Agreement:

Address:

Authorized Applicant:

Grant Funding Stream:

Telephone Number:

Date of Approval:

Email Address:

Description of Project: See Schedule "A"

Anticipated Commencement Date of Anticipated Completion Date of Project:
Project:

Amount of Grant and Disbursement Grant Period:
Schedule:

The term of this Agreement is from the effective date to the later of the Anticipated Completion Date and the Actual Completion Date of the Project. Time is of the essence in this agreement.

6. TERMINATION

6.1. Termination for Cause

In the event of default hereunder by the Organization, which shall include any failure to meet any obligation imposed by this Agreement, any unapproved delay in the Project, or any act of bad faith, the Municipality may cancel the Grant immediately and without notice. In the event of such cancellation, any and all Grant monies previously disbursed to the Organization are immediately due and payable to the Municipality by the Organization. Such payment shall be delivered by the Organization within fifteen (15) days of receipt of a written notice of default and cancellation.

For clarity, if any agent of the Organization treats any Municipal agent, including Municipal officers, staff, volunteers, or other agents, in a manner that violates a workplace policy of the Municipality, including anti-harassment and anti-bullying policies, such conduct shall constitute a default under this agreement that may form the basis for termination without cause under this provision.

The obligations for repayment of any amount owing to the Municipality and the insurance and indemnity provisions of this Agreement shall survive termination.

7. SAFETY AND EQUIPMENT

7.1. Safety

The Organization warrants and agrees that it has the expertise, knowledge, and abilities necessary to ensure compliance with all relevant safety standards applicable to the Project, which include statutory, regulatory, by-law, professional, and other applicable safety standards. The Parties therefore agree that ensuring that the Project is performed in a manner that ensures the safety of the Organization, Equipment operators, members of the public, and public and private property is the sole responsibility of the Organization.

7.1.1. Safety Training Required

Any and all operators, employees, or other agents of the Organization shall be trained in a manner that ensures that their duties are carried out safely and in compliance with relevant statutory, regulatory, professional, or other applicable standards.

7.1.2. Organization to Ensure Compliance

The Organization warrants that it is aware of and will at all times ensure compliance with all relevant safety standards, which include statutory, regulatory, by-law, professional, and other applicable safety standards, including under the *Occupational Health and Safety Act*, R.S.O. 1990. C. O.1, as amended from time to time.

7.1.3. Workplace Safety and Insurance Board If the Organization has employees or is otherwise required to register with the Workplace Safety and Insurance Board, then upon execution of this Agreement and upon request thereafter the Organization must obtain and forward to the Municipality a certificate of clearance from the Workplace Safety and Insurance Board stating that, as of the current date, the Organization is in good standing with the Board.

7.1.4. Ministry of Labour Requirements

The Organization shall ensure that its employment practices, employment standards, and notices of contract comply with all relevant statutes, regulations, and requirements of the Ministry of Labour.

8. INSURANCE

The Organization shall take out and keep in force throughout the term of this Agreement a comprehensive policy of public liability and property damage, which shall include bodily injury and property damage liability, personal injury liability, completed operations liability, and blanket contractual liability with a severability of interest and cross liability clause. Such policy shall provide coverage in respect of any insurable event with a minimum limit of \$2,000,000.00 (Two Million Dollars), exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property. Such policy shall further name the Municipality as additional insured. The Organization shall, at the request of the Municipality, forward a certified copy of the policy or certificate thereof to the Municipality before the work is started.

Prior to the use by the Organization or any agent thereof of any vehicle not covered under the aforementioned policy, the Organization shall take out and keep in force throughout the term of this Agreement a Non-owned Automobile liability policy or other applicable policy that shall provide a limit of no less than Two Million (\$2,000,000) dollars per occurrence and which shall name the Municipality as additional insured.

All aforementioned policies of insurance shall:

- i) Be written with an insurer licensed to do business in Ontario;
- ii) Be non-contributing with, and will apply only as primary and not excess to, any other insurance or self-insurance available to the Municipality;
- iii) Contain an undertaking by the insurer to notify the Municipality in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
- iv) Provide that any deductible amounts shall be borne by the Organization.

9. INDEMNITY

The Organization shall indemnify and hold harmless the Municipality, its officers, Municipal Council, Employees and volunteers from and against any liabilities; claims; expenses; demands; losses; costs, including legal costs on a full indemnity basis; damages; suits or proceedings by whomsoever made, arising directly or indirectly out of this Agreement. The Organization shall take due and proper precautions for the prevention of accidents to its employees and other persons and property during or in consequence of the work and should the Municipality incur, pay, or be put to any loss, damages, costs, charges or expenses or claims arising out of any failure to do so, the Organization shall forthwith, upon demand, repay the same to the Municipality. These indemnities shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

The Municipality shall not be liable to the Organization or any other party in relation to the Project undertaken by the Organization pursuant to the Terms of this Agreement and the parties agree that the Organization shall not be deemed an agent of the Municipality for any purpose under this Agreement. The Organization shall be solely responsible for the payment of any individuals or other entities employed, engaged or retained by the Organization for the purpose of assisting it in the fulfilment of its obligations under this Agreement.

10. RECORDKEEPING, REPORTING, AND RIGHTS OF INSPECTION

10.1. Recordkeeping

The Organization shall preserve all accounts, records, receipts, vouchers, and other documents pertaining to the Project or the use of the Grant. Such records must remain available for inspection by the Municipality until the expiration of two (2) years from the date of the completion of the Project.

10.2. Requirement to Report

The Organization shall submit a Project Report to the Municipality no later than six months after the commencement of the Project and at least every additional six months thereafter. The Organization shall submit a final Project Report within sixty (60) days of completion of the Project. Project Reports shall contain a detailed financial accounting of use of the Grant funds.

10.3. Rights of Inspection

The Organization will grant Municipal staff access to its records of the Project and Grant for the purpose of determining compliance with this Agreement. To facilitate the Municipality's rights of inspection, the Organization shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Municipality and its authorized representatives with all such information as is from time to time required or requested. The Municipality shall have the right to make copies thereof and take extracts therefrom.

11. MISCELLANEOUS

11.1. Acknowledgement of Contribution

The Organization shall, as approved by the Municipality, acknowledge the financial support of the Municipality in any and all publications or media releases of any kind relating to the Project. The Organization shall note in any such publication that the views expressed therein are not necessarily the views of the Municipality.

11.2. Confidentiality and Disclosure

The Organization hereby agrees to keep confidential all confidential information received from the Municipality, except as otherwise required by law. The Organization acknowledges that all records, including information received from the Organization, that are in the custody or control of the Municipality are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended or replaced, and may be subject to disclosure thereunder. The Organization hereby attests to its knowledge of the *Municipal Freedom of Information and Protection of Privacy Act* and the regulations thereto.

11.3. Delay

In the event that there is a Service Delay for any reason whatsoever, including equipment breakdown or operator unavailability, the Organization shall notify the Municipality thereof by email and telephone as soon as possible. The Organization acknowledges that such delay could result in damages, including liquidated damages against the Organization and that such damages may be deducted from any subsequent payment to the Organization.

11.4. Notice

Except as otherwise specified, where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if delivered in writing to such party at the following addresses:

MUNICIPALITY:
(ADDRESS)
(E-mail)

ORGANIZATION:
(ADDRESS)
(E-mail)

11.5. Non-Enforcement Does Not Constitute Waiver

No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

11.6. Governing Law

The validity, construction, and performance of this Agreement shall be governed by the laws of the Province of Ontario and the Law of Canada applicable therein from time to time.

11.7. Execution by Counterpart; Electronic Signatures Permitted

This Agreement may be executed in one or more counterparts and thereafter exchanged by scanned, emailed or facsimile transmission methods, each of which document, once executed, shall constitute an original thereof and all of which together shall constitute one and the same Agreement. This Agreement may be signed by way of electronic signatures, provided that such electronic signatures comply with the Municipality's policies regarding the same.

11.8. No Assignment without Consent

The Organization may not assign this Agreement or any right or obligation under this Agreement without receiving the Municipality's written consent in advance.

11.9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties.

11.10. Severability

If any clause of this Agreement shall be determined by a court of competent jurisdiction as illegal or unenforceable, then such clause shall be considered separate and severable from the rest of this Agreement, and the remaining provisions shall remain in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable clause had never been included.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the effective date. SIGNED AND DELIVERED

) ORGANIZATION

)

)

) per: __

) Name:

) Position:

)

) *I/We have authority to bind the Corporation.*

)

)

) MUNICIPALITY

)

)

) per: __

) Name:

) Position:

)

)

) per: __

) Name:

) Position: Deputy Clerk

)

) *I/We have authority to bind the Corporation.*

Schedule E

Municipality of Central Elgin

Grants and Sponsorship Policy

Report Back Requirements (for tracking of compliance by Staff)

Date of Event or Project Completion		
Group/Organization		
Amount Paid to Group/Org		
Other:		
Client in Good Standing with Reporting		
Reporting shall include:	Yes	No
Reporting received on or before 60 days after project completion		
Number or approximate number of participants/beneficiaries		
A full reconciliation of the Revenues collected at the event/for the project including other sponsorships, and a full reconciliation and details of costs expended to complete the project.		
Explanation of where the Municipal logo was used in Advertising or other Recognition of Municipal Support		
Other requirements: As per Application		
Council requested report back information be circulated to them		
Follow up Required on Date:		
Contacted Client by email(s) attached		
Client has resolved concerns on: Date: __		
Date forwarded to Council due to non Compliance:		
Council Decision on Date:		