

**TOWN OF LAKESHORE**  
**ENGINEERING & INFRASTRUCTURE**  
**PUBLIC WORKS DIVISION**

**TO:** Mayor and Members of Council

**FROM:** Albert Dionne, C.E.T., Manager of Public Works  
Rita Chappell, Manager of Communications & Strategic Initiatives

**DATE:** January 15, 2020

**SUBJECT:** Swim Drink Fish Canada Grant

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**RECOMMENDATION:**

It is recommended that Council:

Authorize the use of the \$150,000 grant from Swim Drink Fish Canada (the "Grantor") for the purpose of completing site restoration work that will improve the water quality and shoreline conditions, and enhance the aquatic habitat at Lakeview Park.

**BACKGROUND:**

Administration was contacted by Swim Drink Fish Canada for the purpose of granting the amount of \$150,000 to support the Great Lakes Challenge. This Challenge is to show how a community can restore natural habitat in high-traffic waterfront areas while continuing to connect people to the Great Lakes EcoSystem.

Activities funded by the grant include:

- Improve the water quality and shoreline conditions within Lakeview Park
- Address odour problems caused by poor water quality and lack of natural habitat
- Remove overgrown vegetation and waterlogged debris contributing to poor water quality
- Remove sunken debris
- Put in controls to minimize re-emergence of nuisance plants like phragmites
- Create fish habitat out of natural materials based on designs with proven success in other areas
- Improve health of trout, walleye, bass, crappie and perch populations in the area
- Monitor the area once the habitat restoration is complete

The Town has retained Stantec Consulting Ltd. (Stantec) to complete a Parks Master Plan for Lakeview Park/West Beach and Marina which is currently being undertaken and finalized. Draft plans have been communicated to Council during the October 22, 2019 Council meeting. This project and grant will assist with the rehabilitation and naturalization of the park area that was identified within the plan. As such, the Town completed the

application which was subsequently approved by Swim Drink Fish Canada to receive the \$150,000 grant. A copy of the contribution agreement is attached.

**COMMENTS:**

The Town has obtained a proposal from Stantec to provide consulting services for the implementation of the Swim Drink Fish Canada grant to develop the shoreline and aquatics restoration plans within the Lakeview Park wetland area that would be funded by this grant subject the Town approving the contribution agreement with Swim Drink Fish Canada. Services will include detailed design, tender preparation, managing regulatory permitting, and project management. Stantec is a suitable choice for this project as they are also undertaking the Master Plan for Lakeview Park/West Beach and Marina.

The \$150,000 Swim Drink Fish grant must be spent by the end of September 2020 and the funds must be used to improve water quality within the Great Lakes System as per the grant guidelines. This grant provides an opportunity to improve the naturalized area of Lakeview Park.

Stantec has recommended the scope of restoration work including removal of Phragmites, shoreline restoration, aquatic vegetation, habitat features, and interpretive signage which meets the grant requirements. The project schedule is constrained in order to meet the requirement for construction to be completed by September 30, 2020 deadline.

Furthermore there has been past discussions and support of considering future Blue Flag Certification which is awarded to beaches and marinas that meet strict criteria for water quality, environmental education, environmental management, safety and services. This project is a necessary step towards achieving Blue Flag certification, should Council be interested in applying in the future.

The restored Lakeview Park will create new fish habitat and ensure Lakeshore residents can enjoy waterfront access for years to come.

**OTHERS CONSULTED:**

Director of Legal and Legislative Services  
Director of Community and Development Services  
Director of Finance Services

**BUDGET IMPACTS:**

The project cost estimate is detailed below:

Project Estimate

Design and Regulatory Approvals:	\$56,200
Project construction:	<u>\$115,000</u>
Total Project Cost:	<u>\$171,200</u>

Project Funding

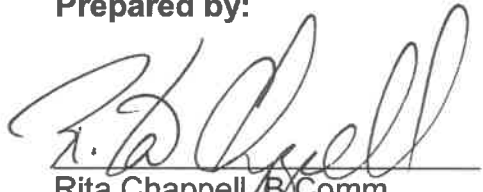
Grant	\$150,000
West Beach/Lakeview Park Project	<u>\$21,200</u>
Total Project Funding	<u>\$171,200</u>

It was previously anticipated that the project would be funded entirely by the \$150,000 grant at the time of grant application. With the updated project costs it is anticipated that an additional funding of \$21,200 will be required to complete this project. Considering this project work is part of the West Beach/Lakeview Park Master Plan, the \$21,200 will be funded from the West Beach/Lakeview Park project funding approved in the 2020 Budget. The total amount approved for the first phase of the West Beach/Lakeview Park project is \$600,000 which leaves a balance of \$578,800 that will be used for the other remaining park improvement work.

**Prepared by:**

  
Albert Dionne, C.E.T.  
Manager, Public Works  
Services Division


**Prepared by:**

  
Rita Chappell, B.Comm  
Manager of Communication &  
Strategic Initiatives

**Reviewed by:**

  
Nelson Cavacas, C.E.T.  
Director, Engineering and  
Infrastructure Services

**Submitted by:**

  
Truper McBride, MPlan, RPP, MCIP  
Chief Administrative Officer

RC/rc

**Attachment(s):** Contribution Agreement

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (this "**Agreement**") is entered into as of this 28th day of November, 2019 by and between Swim Drink Fish Canada (the "**Grantor**"), a registered charity within the meaning of the *Income Tax Act*, R.S.C., 1985, c.1 (5<sup>th</sup> Supp) (Canada) (the "**ITA**"), and The Corporation of the Town of Lakeshore, a qualified donee within the meaning of the ITA (the "**Grantee**") (each a "**Party**" and collectively, the "**Parties**").

### RECITALS

#### WHEREAS:

- A. The Weston Family Swim Drink Fish Great Lakes Challenge (the "**Great Lakes Challenge**") is an invitation to Ontarians to imagine a swimmable, drinkable, fishable Great Lakes watershed and will be managed by the Granter.
- B. The Granter has received a grant (the "**TWGW Grant**") from The W. Garfield Weston Foundation ("**TWGW Foundation**") for the purpose of supporting the Great Lakes Challenge.
- C. The Granter has agreed to contribute up to \$150,000.00 to the Grantee to assist with site restoration, improving water quality and shoreline conditions, and creating aquatic habitat in Lakeview Park, Lakeshore. Details of the project are described in **Schedule A**.

### AGREEMENT

**NOW THEREFORE**, in consideration of the representations and promises set forth herein, and intending to be legally bound, the Parties agree to the following terms and conditions:

- 1. **Contribution.** The Granter has agreed to grant to the Grantee the amount of \$150,000.00 (the "**Contribution**") for use in assisting with improving water quality and shoreline conditions, and creating aquatic habitat in Lakeview Park, Lakeshore, as more particularly described in **Schedule A** (the "**Project**") pursuant to the terms and conditions of this Agreement. The Contribution shall be paid as set out below in Section 2. If the Contribution funds are not sufficient to complete the Project component(s) set out in **Schedule B**, the Grantee shall complete such component(s) at its own expense.
- 2. **Installments** Payments of the Contribution shall be made by cheque payable to the Grantee as set out below. Payments are subject to the funds being made available to the Granter by the TWGW Foundation as per section 9:
  - (a) \$75,000.00 after April 3, 2020 upon completion of the approvals process by the Grantee; and

(b) \$75,000 on or before October 5, 2020.

3. **Reporting by the Grantee.** The payments contemplated by Section 2 are subject to the Grantee delivering to the Grantor two (2) interim progress reports and one (1) final report as described in **Schedule C** of this Agreement on or before:

(a) April 3, 2020;

~~(b) June 30, 2020; and~~ 

(c) October 5, 2020.

4. **Prohibited Uses.** The Grantee shall not use any portion of the Contribution funds, or any income therefrom to: (i) undertake any activity for any purpose other than in furtherance of the specified components of the Project; (ii) cause any improper private benefit to occur; (iii) take any other action inconsistent with the provisions of the ITA or the regulations thereunder; (iv) engage in any political activities as that term is defined in the ITA; or (v) violate any Canadian or foreign law or regulation. For the purposes of (iv), the Granter acknowledges that the Town is governed by council members pursuant to the *Municipal Act, 2001*, and *Municipal Elections Act, 1996*.

5. **Representations and Warranties.** The Grantee represents and warrants to the Granter as follows:

- (a) in the event that a Contribution is approved, this Agreement constitutes a legal and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms, except as limited by bankruptcy, insolvency or other applicable laws;
- (b) there is no fact known to the Grantee or its agents and employees that would materially affect the Grantor's decision to make the Contribution under this Agreement, which has not been previously disclosed to the Granter; and
- (c) the Grantee is a "qualified donee" for purposes of the ITA.

6. **Grantor's Right to Modify or Withhold Payments.** The Granter reserves the right, upon thirty (30) days' prior written notice to the Grantee, to modify or withhold any payments that otherwise would be payable under this Agreement, if, in the Grantor's absolute and sole discretion, acting reasonably, the Granter determines that:

- (a) the Contribution funds provided hereunder have been used by the Grantee for purposes other than those specified in this Agreement;
  - (b) the Grantee, for any reason, is unable to carry out, or has committed a material breach of, its obligations under this Agreement; or
  - (c) such action is necessary to comply with the requirements of any law or regulation.
- 7. **Termination.** If payment of the Contribution is modified or withheld by the Grantor pursuant to Sections 7(a) or 7(b), and the action or inaction is not, or cannot reasonably be, remedied by the Grantee to the Grantor's satisfaction, acting reasonably, within thirty (30) days of the Grantee's receipt of notice by the Grantor, the Grantor, upon thirty (30) days' written notice thereafter to the Grantee, shall be entitled to terminate this Agreement.
- 8. **Termination of TWGW Grant.** The Grantee acknowledges that the Contribution is being provided to the Grantee out of funds received by the Grantor through the TWGW Grant from the TWGW Foundation to support the Great Lakes Challenge. The Grantee agrees that where a material shift in the priorities of the TWGW Foundation results in the Grantor not receiving a portion of the TWGW Grant allocated by the Grantor to the specified components of the Project, the Grantor shall not be in breach of this Agreement should it fail to make a payment to the Grantee as and when required by this Agreement. In such event, the Grantor and the Grantee agree that this Agreement shall be terminated.
- 9. **Return of Unexpended/Uncommitted Funds.** Where the Grantor terminates this Agreement prior to completion of the specified components of the Project under Section 8 above, the Grantee shall return any portion of the Contribution funds not expended or committed by the Grantee. Where the Grantor terminates this Agreement under Section 9 above, the Grantee shall be permitted to expend the remainder of the Contribution funds advanced to the Grantee. In either event, the Grantee shall provide the Grantor with a full accounting of all receipts and disbursements relating to the use of the Contribution funds advanced to the Grantee.
- 10. **Notice of Changes.** The Grantor and the Grantee shall notify each other immediately of any change in circumstances that may impair the ability of the Grantor or the Grantee to fulfill its obligations under this Agreement.
- 11. **Notices.** All notices or other communications hereunder shall be given (and shall be deemed to have been duly received if given) by registered mail (return receipt requested and postage paid), by hand delivery in writing, by nationally recognized overnight courier service or by facsimile or electronic transmission with confirmation of receipt, as follows:

If to the Grantor:

Swim Drink Fish Canada  
379 Adelaide Street West

Toronto, ON M5V 1S4

Attention: Krystyn Tully  
E-mail: krystyn@swimdrinkfish.ca

If to the Grantee:

The Corporation of the Town of Lakeshore  
419 Notre Dame Street  
Belle River, ON NOR 1A0

Attention: Clerk  
E-mail: clerk@lakeshore.ca

or to such other address as the party to whom notice is given may from time to time furnish to the other in writing in the manner set forth above.

12. **Indemnification.** The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable legal fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in accepting the Contribution, in expending or applying the Contribution funds furnished pursuant to this Agreement or in carrying out the specified components of the Project, including any activities undertaken in furtherance thereof, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Grantor, its officers, directors, employees, or agents.
13. **Recognition.**
  - (a) Subject to prior approval by the Grantor which shall not be reasonably withheld, the Grantee shall recognize publicly the Grantor's contribution to the Project for a period of ten (10) years following the completion of the Project by {"Recognition"}:
    - (i) placing the Grantor's and the TWGW Foundation's logo on all print and web reports, promotional material, signage and copy created in connection with the Project, with the exception of Town Council or committee reports;
    - (ii) providing the Grantor with tangible, physical recognition of its contribution to the Project, in a form and scale as described in **Schedule B**, to be agreed upon by the Parties and to be situated in a prominent location which shall be funded by the Grantor ; and

(iii) where feasible, upon ten (10) days' written notice to the Granter, providing the Granter with participation (i.e., speaking opportunities if speaking opportunities are available) at public events in connection with the Project, including, but not limited to, ribbon cutting ceremony, media tours, and other press events.

(b) The Grantee further agrees:

- (i) to place the logo of the TWGW Foundation on all materials and the tangible, physical recognition upon which it places the logo of the Granter pursuant to section 14(a);
- (ii) to reasonably accommodate, at the request of the Granter and at the discretion of the Grantee and funded by the Granter, additional options for recognition not contemplated expressly by this Agreement for the Granter; and
- (iii) to participate in the Granter's Project documentation efforts, which may be requested by the Granter from time to time, unless it provides the Granter with reasonable cause not to do so.

(c) The Granter shall provide the Grantee with a communication plan and assist the Grantee with all outreach and communication initiatives in connection with the Project.

14. **Confidentiality.** The Parties agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Granter acknowledges that this Agreement and any information or documents that are provided to the Grantee may be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M56, as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents. Notwithstanding the foregoing, the Parties acknowledge that in the course of fulfilling their respective obligations under this Agreement, each Party will have access to or acquire confidential information relating to the other Party (which in the case of the Granter, may include information about other projects) and its affiliates and related organizations or a third party (collectively the "**Confidential Information**"). All Confidential Information is and shall remain the exclusive property of the Party to which it pertains. Except where required by law and particularly pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M56, as amended, each Party shall keep confidential each item of Confidential Information and, except with the other Party's prior written consent, shall not disclose any Confidential Information to any person or entity whatsoever, nor use the Confidential Information for any purpose other than contemplated by this Agreement. Confidential Information shall not include any information that:



- (a) was generally known to the public prior to the date of this Agreement, including, but not limited to, the amount of the Contribution, the original funding source and the terms of the Contribution and Recognition;
  - (b) becomes generally known to the public through no breach of this Agreement;
  - (c) was, through no breach of this Agreement, known by the Party receiving the Confidential Information prior to being granted the Confidential Information; or
  - (d) was independently developed by the Party receiving the Confidential Information without reference to the Confidential Information.
16. **Relationship.** The Grantor's role in providing the Contribution is solely that of a non-exclusive funder of the Project. This Agreement does not constitute, and shall not be construed as creating a partnership or joint venture between the Parties. The Parties covenant, agree and confirm that they have entered into this Agreement as independent parties carrying on separate enterprises. Nothing in this Agreement shall be construed to make either Party an employee, franchisee, joint venturer or partner of the other Party or to otherwise be related as an independent contractor of the other Party. For clarity, the Grantor encourages the Grantee to collaborate with and seek funding for the Project from other sources at its own discretion and expense.
17. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the jurisdiction of the courts of the Province.
18. **Entire Agreement, Amendments and Waivers.** This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement, including any Schedules attached hereto, may not be amended or modified, except in a writing signed by both Parties hereto.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

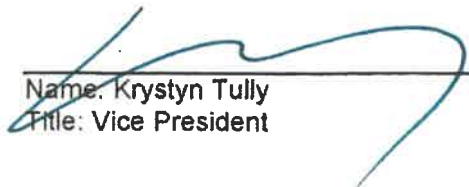
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

**SWIM DRINK FISH CANADA**

Per:



Name: Mark Mattson  
Title: President



Name: Krystyn Tully  
Title: Vice President

**THE CORPORATION OF THE TOWN  
OF LAKESHORE**

Per:



Name: Rosanna Pellen  
Title: Director of Finance

## **SCHEDULE A**

### **Project Background and Description**

#### **Lakeshore: Lakeview Park - Habitat Restoration**

##### **Challenge**

Show how a community can restore natural habitat in high-traffic waterfront areas while continuing to connect people to the Great Lakes ecosystem.

##### **Funded Activities**

- Improve the water quality and shoreline conditions within Lakeview Park in the Town of Lakeshore, Ontario.
- Address odour problems caused by poor water quality and lack of natural habitat.
- Remove overgrown vegetation (e.g. phragmites) and waterlogged debris contributing to poor water quality.
- Remove sunken debris.
- Put in controls to minimize re-emergence of nuisance plants like phragmites.
- Create fish habitat out of natural materials based on designs with proven success in other areas.
- Improve the health of trout, walleye, bass, crappie and perch populations in the area.
- Monitor the area once the habitat restoration is completed.

##### **Need**

Lakeview Park is at the heart of the Town of Lakeshore. The park's location and easily accessible waterfront attract many visitors every year. Invasive species, like phragmites, have taken over the natural habitat for native fish species and caused a decline in water quality. Declining water quality negatively impacts all park visitors and recreational water users.

Residents and government leaders are rallying behind the project as it becomes a true natural habitat restoration project rather than routine infrastructure improvement. The W. Garfield Weston Foundation is the sole funder of the habitat restoration work.

The restored Lakeview Park will create new fish habitat and ensure Lakeshore residents can enjoy waterfront access for years to come.

### **Timeline**

The Town of Lakeshore is already in the process of upgrading shoreline infrastructure and has already secured necessary planning approvals and engineering support to begin the habitat restoration work on Dec. 17, 2019 with approvals in place by April 3, 2020 and construction to be completed by October 5, 2020.

Interpretive signage explaining the significance of the habitat restoration work may be installed on-site once the work is completed.

## **SCHEDULE B**

### **Contribution Allocation and Recognition**

Contribution funds shall be used by the Grantee exclusively for aquatic habitat restoration, including:

- Improve the water quality and shoreline conditions within Lakeview Park in the Town of Lakeshore, Ontario.
- Address odour problems caused by poor water quality and lack of natural habitat.
- Remove overgrown vegetation (e.g. phragmites) and waterlogged debris contributing to poor water quality.
- Remove sunken debris.
- Put in controls to minimize re-emergence of nuisance plants like phragmites.
- Create fish habitat out of natural materials based on designs with proven success in other areas.
- Improve the health of trout, walleye, bass, crappie and perch populations in the area.
- Monitor the area once the habitat restoration is completed.

The breakdown of funds is as follows:

- \$20,000.00 design and engineering solutions
- \$50,000.00 plant materials and shoreline armoring
- \$50,000.00 labour and dredging of area
- \$10,000.00 fish habitat development
- \$15,000.00 site monitoring
- \$5,000.00 interpretive signage

Recognition may be designed in cooperation with the development of, and may not conflict with, other recognitions associated with the Project.

### **SCHEDULE C**

#### **Reporting Deadlines and Information Requirements**

<b>Type of Report</b>	<b>Content</b>	<b>Due Date</b>
<b>Interim Progress Report</b>	<ul style="list-style-type: none"><li>• an executive summary of progress to date, including a high-level overview of progress against program deliverables;</li><li>• detail of work with community and other partners;</li><li>• examples or anecdotes to illustrate the impact of the work;</li><li>• evidence of progress to program sustainability initiatives, including additional funding secured and partnerships developed;</li><li>• financial statements detailing funds allocated, spent, and committed to third parties, along with a reconciliation of the budget and information about matching funds or in-kind contributions;</li><li>• photographs and/or videos which record progress and impact; and</li><li>• other details as may be reasonably requested by the Grantor, upon two (2) weeks' notice.</li></ul>	<b>April 3, 2020</b>
<b>Final Report</b>	<ul style="list-style-type: none"><li>• a summary of the work completed in respect of each component funded by the Contribution;</li><li>• overall impact of the Project over the course of the Contribution;</li><li>• financial statements detailing funds allocated, spent and committed to third parties, along with a reconciliation of the budget;</li><li>• photographs and/or videos which record progress and impact;</li><li>• certification by an authorized representative of the Grantee that the Contribution was used exclusively for the purposes set out in this Agreement, unless otherwise agreed by the Parties in writing; and</li><li>• matching funds</li></ul>	<b>October 5, 2020</b>
<b>Ad Hoc Report</b>	<ul style="list-style-type: none"><li>• To be reasonably determined in the sole discretion of the Grantor, usually when requested by the TWGW Foundation</li></ul>	<b>TBD, upon two (2) weeks' notice</b>