

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW NO. 06-09-252

Being a By-Law to authorize the Reeve and CAO to execute an Amending Agreement under Round 1 of the Ontario Small Town and Rural (OSTAR) Development infrastructure initiative

WHEREAS pursuant to the Municipal Act, R.S.O. 1990 Chapter M.45, as amended, a Council may enter into agreements;

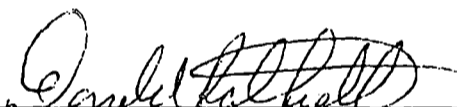
AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it necessary to enter into an agreement with Round 1 OSTAR.

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it necessary to amend the original agreement authorized by Bylaw # 05- 06-193.

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Head of Council and the CAO are hereby authorized to amend Round 1 OSTAR agreement (Schedules "B,D,E,F") with the Ministry of Municipal Affairs and Housing authorizing the execution of the OSTAR Funding Agreement

READ a First, Second and finally passed on the Third Reading this 6th day of September, 2006



Reeve



CAO

ADDENDUM

This Addendum made as of the 6th day of Sept 2006.

BETWEEN: Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs

AND: The Corporation of the Township of Whitewater Region

WHEREAS an Agreement dated September 28, 2006 was executed by The Corporation of the Township of Whitewater Region and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs;

NOW THEREFORE the parties agree to amend the terms and conditions of the Agreement as follows:

1. Schedule "B" (DESCRIPTION OF THE PROJECT - CAPITAL) is repealed and Schedule B, as attached, is substituted.
2. Schedule "D" (BUDGET – CAPITAL) is repealed and Schedule "D", as attached, is substituted.
3. Schedule "E" (PROJECT SCHEDULE (MILESTONE) - CAPITAL) is repealed and Schedule "E", as attached, is substituted.
4. Schedule "F" (FINANCIAL ASSISTANCE – CAPITAL) is repealed and Schedule "F", as attached, is substituted.
5. All other terms and conditions of the Agreement remain in effect.

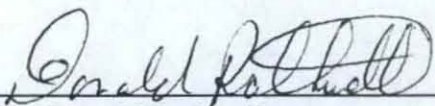
IN WITNESS WHEREOF the parties have executed this Addendum.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF AGRICULTURE, FOOD, AND RURAL AFFAIRS

NAME: The Honourable Leona Dombrowsky
TITLE: Minister of Agriculture, Food and Rural Affairs

DATE

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

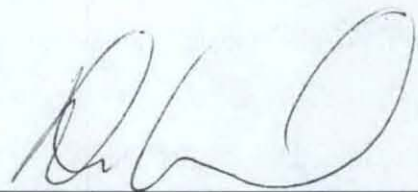


NAME: Donald Rathwell
TITLE: Mayor

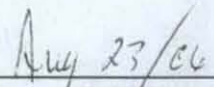


DATE

Affix
Corporate
Seal



NAME: Dean Sauriol
TITLE: Chief Administrative Officer



DATE

SCHEDULE "B"
DESCRIPTION OF THE PROJECT

OSTAR FILE #6444

**THE CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION**

WORK DESCRIPTION:

Upgrade the Beachburg Well Supply to comply with the Drinking Water Protection Regulation by undertaking the following capital works:

1. provide an automatic switchover system between existing hypochloride metering pumps to ensure continuous disinfection of the filtered water;
2. install a chlorine residual control system;
3. install a rapid mix unit at the raw water discharge header to provide back-up capabilities to the flocculator mixer;
4. modify the existing filter system to include filter to waste capability, complete with piping, instrumentation and controls;
5. install a new flowmeter upstream of the plant to document water taken from each well;
6. install backflow preventors to eliminate cross-contamination of treated water;
7. provide spill containment for all stored chemicals; and
8. extend and seal existing well casings;
9. related engineering and project management.

Upgrade the Cobden Water Treatment Plant to comply with the Drinking Water Protection Regulation by undertaking the following capital works:

10. upgrade existing filtration system to ensure effective chlorine contact time by providing additional clearwell capacity and baffling;
11. provide a filter to waste system complete with piping, instrumentation and controls for the existing filtration system;
12. provide a new package filtration plant, complete with waste system, clearwell capacity, piping, instrumentation and controls;
13. install turbidity meters after each filter and install a magnetic flow meter on the incoming raw water line;
14. provide two chemical solution tanks complete with spill containment for the chlorination system;
15. provide two chemical solution tanks complete with spill containment for the alum and polymer systems;
16. remove cross-connection between low lift pumps and the clear well; and
17. provide protective measures to eliminate cross-contamination of the clearwell from the raw water inlet chamber;
18. related engineering and project management.

19. Upgrade the Haley Townsite Well Supply to comply with the Drinking Water Protection Regulation by undertaking the following capital works:

20. decommission the Sullivan Street Well;
21. develop and drill a new well in the vicinity of Heather Street Well;
22. install stand-by sodium-hypochloride tank and hypochloride metering pump for both wells at Heather Street Pump House;
23. expand existing Heather Street Pump House to house the well, new and existing hypochloride solution tanks, metering pumps, and associated piping and controls, and provide new chlorination chamber and connection to existing Sullivan Street distribution system;
24. remove all cross connections between the potable and the non-potable water distribution systems, and remove the non-potable water supply connection from inside the Heather Street Pump House; and
25. provide a dedicated stand-by generator to operate the system at the rated average daily flow;
26. related engineering and project management

SCHEDULE "D" BUDGET

Complete the following tables:

ESTIMATED COSTS

Project phase	Eligible Costs
1. Construction	
2. Preliminary engineering (Environmental Assessment, engineering reports)	
3. Engineering (final design/supervision)	
4. Project management	
5. Surveys	
6. Miscellaneous	
7. GST (after tax credit)	
8. Sum of (1 to 7)	\$3,929,534.00
9. Grants from other sources (specify)	
10. Total eligible cost (8 minus 9)	\$3,929,534.00

CASH FLOW BASED ON ESTIMATED COSTS

TOTAL IN TABLE MUST BE EQUAL WITH LINE 10 OF ESTIMATED COSTS

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct. - Dec.) Q3	(Jan. - March) Q4
2000/01				
2001/02				\$8,750.00
2002/03				\$15,914.00
2003/04				
2004/05	\$35,000.00	\$20,000.00	\$50,000.00	\$100,000.00
2005/06	\$200,000.00	\$350,000.00	\$900,000.00	\$2,249,870.00

SCHEDULE "E"
PROJECT SCHEDULE (MILESTONES)

- a) Enter Milestone Description
- b) Shade the boxes by the appropriate quarter that pertain to the milestone timeline
- c) If you require more space, please add additional sheets

****Based on Government Fiscal Year:**

Q1 = April – June Q2 = July – September Q3 = October - December Q4 = January - March

MILESTONE DESCRIPTION	'00 Q2	'00 Q3	'01 Q4	'01 Q1	'01 Q2	'01 Q3	'02 Q4	'02 Q1	'02 Q2	'02 Q3	'03 Q4	'03 Q1	'03 Q2	'03 Q3	'04 Q4	'04 Q1	'04 Q2	'04 Q3	'05 Q4	'05 Q1	'05 Q2	'05 Q3	'06 Q4	
Preliminary Design Engineering																								
Acceptance of Pre-Design Report - MOE																								
Detail Design Engineering																								
MOE Detail Design Approvals																								
Tender Contract																								
Award Construction Contract																								
Construction																								
Start Up and Commissioning																								

SCHEDULE "F"
FINANCIAL ASSISTANCE

Total Eligible Costs:	\$3,929,534.00
Maximum Financial Assistance:	\$1,987,131.98
Ontario Maximum Financial Assistance:	\$1,309,975.65
Federal Maximum Financial Assistance:	\$677,156.33

The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. Such report must contain the information required in the Final Report as set out in Section 6.4 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

**OMAFRA COLLABORATES WITH RECIPIENT ON APPROPRIATE MILESTONE
SCHEDULE**
