

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 11-03-479

Being a bylaw to authorize the Mayor and CAO to execute an amending Agreement under the Building Canada Fund – Communities Component.

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 amending agreement with the Ministry of Agriculture, Food and Rural Affairs "OMAFRA" regarding the Building Canada Intake 2.

AND FURTHER this bylaw shall amend the executed agreement approved under bylaw 09-09-397 dated September 23, 2009;

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

1. The Mayor and the CAO are hereby authorized to execute this amending agreement under the Building Canada Fund – Communities Component between OMAFRA and the Township of Whitewater Region as in Schedule A attached hereto.

Read a First, Second and finally passed on the Third Reading this 23rd day of March, 2011



James Labow, Mayor



Dean Sauriol, CAO/Clerk

**AMENDING AGREEMENT
BCF-CC**

Project ID# 27114

**BUILDING CANADA FUND – COMMUNITIES COMPONENT (BCF-CC)
CONTRIBUTION AGREEMENT FOR INFRASTRUCTURE PROJECTS – INTAKE 2**

Between

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Infrastructure**

and the

Minister of Agriculture, Food and Rural Affairs

(jointly “Ontario” and as “OMAFRA” in the latter case)

And

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

(the “Recipient”)

WHEREAS the Government of Canada and the Government of Ontario entered into an agreement dated August 26, 2008 (“**BCF Agreement**”) that set out the rights, obligations and requirements with respect to contributions for projects to be funded under the Communities Component (“**CC**”) of the Build Canada Fund (“**BCF**”);

AND WHEREAS the Government of Canada and the Government of Ontario amended the BCF Agreement on August 14, 2009 to reflect changes in terms and conditions in the CC under the BCF, especially the expansion in funding available under the CC (“**CC-Top Up**”) for projects that could be Substantially Completed by March 31, 2011;

AND WHEREAS the purpose of the Building Canada Fund – Communities Component (“**BCF-CC**”) was (and is) to improve and renew public infrastructure in Ontario’s communities with populations less than 100,000 people;

AND WHEREAS investments under the BCF-CC focus on projects in smaller communities to advance federal and provincial objectives of economic growth, cleaner environment and strong and prosperous communities;

AND WHEREAS Ontario and the Recipient (the “**Parties**”) recognized that investments in public infrastructure are fundamental to the quality of life of Ontarians and necessary to ensure continued economic growth;

AND WHEREAS the Recipient applied for funding under the CC-Top Up portion of the BCF-CC;

AND WHEREAS the Parties entered into the Building Canada Fund – Communities Component (BCF-CC) Contribution Agreement for Infrastructure Projects– Intake 2 Agreement on September 2, 2009 (the “**Agreement**”) that set out the terms and conditions in which the Recipient would receive Financial Assistance for its Project(s) under the CC-Top Up portion of the BCF-CC,

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including the requirement that the Recipient Substantially Complete the Project(s) by March 31, 2011;

AND WHEREAS the Government of Canada and the Government of Ontario agreed that the deadline for the Eligible Costs of extended projects will be extended from March 31, 2011 to October 31, 2011 under the CC-Top Up portion of the BCF-CC;

AND WHEREAS the Parties wish to amend certain provisions of the Agreement as set forth in this amending agreement ("**Amendment**") to reflect the changes that have occurred since the Agreement was originally signed;

NOW THEREFORE, pursuant to section 17.1 of the Agreement and in accordance with the principles set out above and the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Amendments to Section 1 of Schedule "A" of the Agreement.** The following terms of Section 1 of Schedule "A" of the Agreement are amended as follows:

with: (a) "**End of Financial Assistance Date**". This definition is revoked and replaced

"End of Financial Assistance Date" means October 31, 2011.

(b) "**Expiration Date**". This definition is revoked and replaced with:

"Expiration Date" means March 31, 2013.

(c) "**Final Report Date**". This definition is revoked and replaced with:

"Final Report Date" means December 15, 2011.

(d) "**Project Completion Date**". This definition is revoked and replaced with:

"Project Completion Date" means October 31, 2011.

2. **Addition of Section 3.6 to Schedule "A" of the Agreement.** Section 3.6 is added to Schedule "A" of the Agreement as follows:

3.6 Deemed Ineligible Costs. Notwithstanding anything else contained in the Agreement, any cost invoiced by March 31, 2011 that the Recipient fails to submit to OMAFRA for the payment of Financial Assistance by April 30, 2011 shall be deemed to be an Ineligible Cost.

3. **Addition of Section 4.17 to Schedule "A" of the Agreement.** Section 4.17 is added to Schedule "A" of the Agreement as follows:

4.17 Adjust Financial Assistance Being Provided By the Government of Canada. If, in the sole and absolute discretion of Ontario, Ontario is of the opinion that the Government of Canada has, for whatever reason, reduced or ceased its funding for the Project, Ontario may Adjust the Financial Assistance in order to account for

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the reduction or cessation of funding for the Project from the Government of Canada.

4. **Condition Precedent For Amendment That Project Must Have Incurred Eligible Costs By March 31, 2011.** It is a condition precedent for this Amendment that the Recipient's Project must have incurred Eligible Costs by March 31, 2011. Notwithstanding anything else contained herein, this Amendment or any part thereof may be deemed null and void at Ontario's sole discretion if the Recipient's Project has not incurred Eligible Costs by March 31, 2011.
5. **Defined Terms.** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.
6. **Amendment May Be Signed in Counterparts.** The Parties agree that this Amendment may be signed in counterparts.
7. **Amendment Comes Into Effect When Recipient Signs.** This Amendment comes into effect on the day that the Recipient signs the Amendment.
8. **The Agreement.** The Parties acknowledge and agree that the Agreement continues as a valid and binding agreement, subject only to this Amendment, and that all other terms and conditions of the Agreement apply *mutatis mutandis*.

[Rest of Page Intentionally Left Blank]

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IN WITNESS WHEREOF Ontario and the Recipient have respectively executed this Amendment as of the dates indicated below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Infrastructure

Name: The Honourable Bob Chiarelli
Title: Minister of Infrastructure

Date

and by the Minister of Agriculture, Food and Rural Affairs

by:

Name: The Honourable Carol Mitchell
Title: Minister of Agriculture, Food and Rural Affairs

Date

RECIPIENT'S NAME: THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

by:

Name: *John Labow*
Title: *Mayor*

March 23/11

Date

Affix
Corporate
Seal

Name: *Jim Labow*
Title: *CAO*

March 23/11

Date

I/We have authority to bind the Recipient.