

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-992

Being a by-law to authorize the Mayor and CAO to sign an Amending Agreement with the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs (OMAFRA) (jointly Ontario) for Funding under the Building Canada Fund for the Temagami North Storm Water Management System.

WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, 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 WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality 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 Council of the Municipality of Temagami authorized the execution of an agreement with the Minister of Energy and Infrastructure and OMAFRA on the 16th day of September 2009 (By-law 09-874) for funding of the Temagami North Storm Water Management System Project;

AND WHEREAS Ontario has agreed to the request of the Municipality of Temagami, for an extension of the completion date for said project, upon the execution of an amending agreement;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor and CAO are hereby authorized and directed to execute the amending agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 24th day of March 2011.

READ A SECOND AND THIRD time and finally passed this 24th day of March 2011.



Mayor



Clerk

3038

Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture,
de l'Alimentation et des
Affaires rurales



4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-866-306-7827
Fax: (519)826-4336

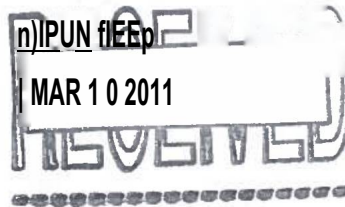
4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: 1-866-306-7827
Téléc.: (519)826-4336

Rural Community Development Branch

March 9th, 2011

Project ID# 27615

Patrick Cormier
CAO
Municipality of Temagami
Box 220, Lakeshore Drive
Temagami, ON POH 2H0



File	<input checked="" type="checkbox"/>	Incoming	<input type="checkbox"/>	Other	<input type="checkbox"/>
Mayor	<input type="checkbox"/>				
Council	<input type="checkbox"/>				
CAO	<input checked="" type="checkbox"/>				
Building	<input type="checkbox"/>				
Finance	<input checked="" type="checkbox"/>				
Ec Dev	<input type="checkbox"/>				
Parks & Rec	<input type="checkbox"/>				
Planning	<input type="checkbox"/>				
Public Works	<input type="checkbox"/>				
PPP	<input type="checkbox"/>				
Social Services	<input type="checkbox"/>				

Bylaw

Dear Patrick Cormier:

Please find enclosed four (4) copies of your municipality's Amending Agreement under the Building Canada Fund - Communities Component Top Up intake for municipal endorsement and seal.

Please return all four signed and sealed copies to me as soon as possible, and no later than April 1, 2011. Once fully executed, I will return one copy for your files.

As per Section 2 of the Amending Agreement (Addition of Section 3.6 to Schedule "A" of the Agreement), please note that any costs that have been invoiced by March 31, 2011 that are not submitted to OMAFRA by April 30, 2011 shall be deemed ineligible.

Please note, you will need to forward a copy of the municipal by-law passed designating the signing officers and authorizing the execution of the Addendum to the Funding Agreement with the signed contracts.

Sincerely,

Lisa Moretti
Project Analyst
(519) 826-4984

enclosures



Pick Ontario Freshness
Cueillez la fraîcheur de l'Ontario

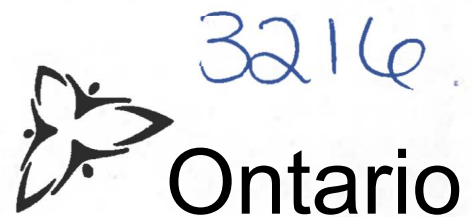


Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales

4th Floor
1 Stone Road West
Guelph, Ontario N1G4Y2
Tel: 1-866-306-7827
Fax: 519 826-4336

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: 1-866-306-7827
Télc.: 519 826-4336



Rural Community Development Branch

May 25, 2011

Our File: 27615

Patrick Cormier
CAO
Municipality of Temagami
Box 220, Lakeshore Drive,
Temagami, Ontario
POH 2H0

Dear Mr. Cormier;

Please find enclosed a duly executed copy the Extension Amendment to the Funding Agreement of the Building Canada Fund - Communities Component (BCF-CC) which sets out the terms and conditions of federal and provincial funding.

If you have any questions, please do not hesitate to call me at 519-826-4984 or e-mail me at Lisa.Moretti@Ontario.ca.

Sincerely,

Lisa Moretti
Project Analyst

enclosure



File SmcomingDOther
Mayor
Council!!! I DA
CAO
Building
Finance Bs DC
EcDev DS QC
Parks & Rec OS DC
Planning DS DC
Public Wks OS DC
PPP
Social Services

BCF file
 ORIGINAL - attach to
Bylaw - 11-992



Pick Ontario Freshness
Cueillez la fraîcheur de l'Ontario



**AMENDING AGREEMENT
BCF-CC**

Project ID# 27615

**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 MUNICIPALITY OF TEMAGAMI
(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 October 29, 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,

AMENDING AGREEMENT
RfP.rc

Project ID# 27615

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

"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

**AMENDING AGREEMENT
BCF-CC**

Project ID# 27615

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]

AMENDING AGREEMENT
BCF-CC

Project ID# 27615

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

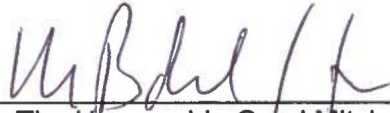
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Infrastructure


Name: The Honourable Bob Chiarelli
Title: Minister of Infrastructure

MAY 05 2011
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

May 24/11
Date

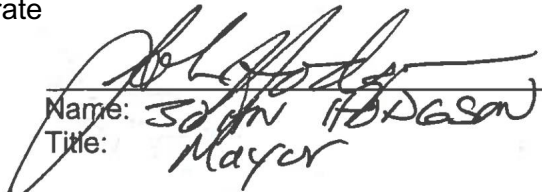
RECIPIENT'S NAME: THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

by:


Name: Patrick Cormier
Title: CAO

March 29, 2011
Date

Affix
Corporate
Seal


Name: Jason Hodgson
Title: Mayor

29 March 11
Date

I/We have authority to bind the Recipient.