

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 16-1309

Being a by-law to authorize the Mayor and Clerk to execute an agreement with Industry Canada / FedNor for Renovations of the Temagami Fire Tower.

WHEREAS under Section 8. (1) 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 Council passed Resolution 15-301 on the 4th day of June 2015 to authorize staff to submit an application to FedNor for funding for the tower project and approved the tower project in the 2016 capital budget, conditional upon this funding being granted by Industry Canada;

AND WHEREAS, Council deems it desirable to enter into an agreement with Industry Canada / FedNor for 35.8% funding of Project #839-511073 for up to a maximum of \$100,000.00 towards the renovations of the Temagami Fire Tower;

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

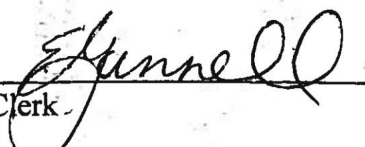
1. The Council of the Municipality of Temagami hereby confirms, ratifies and approves the execution by the Mayor and the Chief Administrative Officer of the Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 22nd day of September 2016;

READ A SECOND AND THIRD time and finally passed this 22nd day of September 2016.



Mayor



Clerk



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4



MAR 07 2018

Project Number: 839-511073

Mrs. Lorie Hunter
Mayor
The Corporation of The Municipality of Temagami
7 Lakeshore Drive
Temagami ON POH 2H0

Dear Mrs. Hunter:

**Re: Refurbish the Temagami Fire Tower
Amendment Number: 1**

As a result of your email received February 14, 2018, FedNor is prepared to amend our Contribution agreement of August 18, 2016 as follows:

Delete: Clause 2.1 Project Completion Date means December 31, 2017.

Substitute: Clause 2.1 Project Completion Date means March 31, 2018.

Delete: Clause 4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project which shall not exceed 50% of the Total Eligible Costs and in an amount not exceeding \pm the lesser of (a) and (b) as follows:

- (a) 35.8% of the Eligible Supported Costs of the Project incurred and paid by the Recipient as detailed in Annex 1 - Statement of Work; and
- (b) \$100,000

Substitute: Clause 4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project which shall not exceed 50% of the Total Eligible Costs and in an amount not exceeding the lesser of (a) and (b) as follows:

- (a) 50% of the Eligible Supported Costs of the Project incurred and paid by the Recipient as detailed in Annex 1 - Statement of Work; and
- (b) \$50,000

Canada

Delete: Annex 1: THE PROJECT - STATEMENT OF WORK

Project Completion Date: December 31,2017

INDUSTRY CANADA / FEDNOR CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
	\$100,000	\$100,000

PROJECT COSTS AND FINANCING

Project Costs	Financing		% of Total Eligible Cost
<u>Eligible Costs</u>	IC/FedNor	\$100,000	35.8 %
- Supported	\$280,000 Other Federal (inch Gas Tax Fund)		%
- Not Supported	Provincial		%
<u>Ineligible Costs</u>	Municipal		%
	Recipient	\$180,000	64.2 %
	Other (specify)		%
Total	\$280,000	Total \$280,000	100 %

Summary of Stacking Limits

Total Eligible Costs	\$280,000
Total Government Contributions (Federal, Provincial and Municipal)	\$100,000
Stacking Limit - All Government Sources (%)	35.8 %

Eligible Costs:	Supported	Not Supported	Total
Costs to rehabilitate or improve fixed capital assets	\$255,000		\$255,000
Fees paid to professionals, technical personnel, consultants and contractors	\$22,000		\$22,000
Costs of environment assessments			
Costs of any public announcement and official ceremony	\$3,000		\$3,000
Other direct and necessary costs			\$0
Other			\$0
Total Eligible Costs	\$280,000		\$280,000
Ineligible Costs			
Total Ineligible Costs			
TOTAL PROJECT COSTS			\$280,000

Substitute: Annex 1: THE PROJECT - STATEMENT OF WORK

Project Completion Date: March 31, 2018

INDUSTRY CANADA / FEDNOR CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
	\$50,000	\$50,000

PROJECT COSTS AND FINANCING

Project Costs		Financing		% of Total Eligible Cost
<u>Eligible Costs</u>		IC / FedNor	\$50,000	50%
- Supported	\$100,000	Other Federal (incl. Gas Tax Fund)		%
- Not Supported		Provincial		%
<u>Ineligible Costs</u>		Municipal		%
	\$180,000	Recipient	\$50,000	50%
		Other (specify)	\$180,000	%
Total	\$280,000	Total	\$280,000	100%

Summary of Stacking Limits

Total Eligible Costs	\$100,000
Total Government Contributions (Federal, Provincial and Municipal)	\$50,000
Stacking Limit - All Government Sources (%) 50 %	

Eligible Costs:	Supported	Not Supported	Total
Costs to rehabilitate or improve fixed capital assets	\$88,000		\$88,000
Fees paid to professionals, technical personnel, consultants and contractors	\$12,000		\$12,000
Costs of environment assessments			\$0
Costs of any public announcement and official ceremony			\$0
Other direct and necessary costs			\$0
Other			\$0
Total Eligible Costs	\$100,000		\$100,000
Ineligible Costs			
Fees paid to professionals, technical personnel, consultants and contractors			\$180,000
Total Ineligible Costs			\$180,000
TOTAL PROJECT COSTS			\$280,000

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Melanie Mayer toll-free at 1-877-333-6673 ext. 1261 or 705-507-1261 in our Sudbury office.

Yours sincerely,



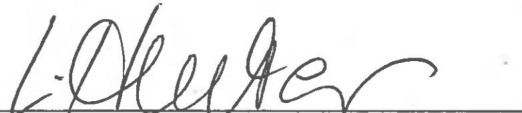
Aime J. Dimatteo
Director General
FedNor

The Corporation of The Municipality of Temagami
Project Number: 839-511073

Amendment Number: 1

The foregoing is hereby accepted this st March ~~3~~ 2018 day of

Per:


Signature of Recipient

Mayor
Title

Per:


Signature of Recipient

Acting CAO
Title



Industry Canada

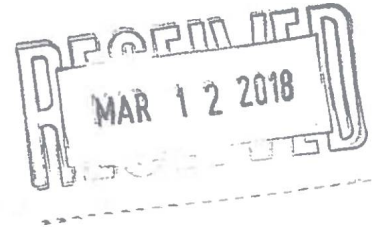
FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4



MAR 08 2018

Project Number: 839-511073

Mayor Lorie Hunter
Mayor
The Corporation of the Municipality of Temagami
7 Lakeshore Drive
Temagami, ON POH 2H0

Dear Mayor Hunter:

**Re: Refurbish the Temagami Fire Tower
Proposed CA Amendment and Restate**

We wish to remind you that the Project Completion Date of March 31, 2018 is fast approaching and, in the event that your project will not be completed by that date, FedNor proposes to amend your Contribution Agreement as follows:

Delete Section 8.2 (d):

The Recipient covenants and agrees that:

- (d) it shall use the Contribution solely and exclusively to support the Eligible Supported Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum, it shall carry out the Project in a diligent and professional manner, using qualified personnel and it shall complete the Project on or before the Project Completion Date.

Substitute Section 8.2 (d):

The Recipient covenants and agrees that:

- (d) it shall use the Contribution solely and exclusively to support the Eligible Supported Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex-2 Costing Guideline Memorandum, it shall carry out the Project in a diligent and professional manner, using qualified personnel and it shall materially complete the Project on or before the contract termination date (refer to clause 3). For purposes of this section, "materially complete" shall mean when a substantial part of the Project is ready for use or is being used for the purposes intended.

The Corporation of the Municipality of Temagami
Project Number: 839-511073

The foregoing is hereby accepted this 21st day of March 2018.

Per: [Signature]
Signature of Recipient

Mayor
Title

Per: [Signature]
Signature of Recipient

Acting CAO
Title





Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

DEC 15 2016

Project Number: 851-806612

Mr. Patrick Cormier
Chief Administrative Officer
The Corporation of the Municipality of Temagami
7 Lakeshore Drive
Temagami ON POH 2H0

Dear Mr. Patrick Cormier:

**Re: Temagami Train Station
Amendment Number: 2**

As a result of your request dated December 9, 2016, FedNor is prepared to amend our Contribution agreement of October 9, 2014 and subsequent amendment 1 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2015 (the "Commencement Date") and is completed on or before December 31, 2016 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2015 (the "Commencement Date") and is completed on or before December 31, 2017 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii: Dates:

b) Completion Date - December 31, 2016

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii: Dates:

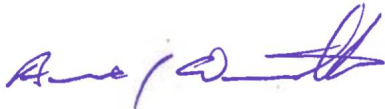
b) Completion Date - December 31, 2017

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,



Aime J. Dimatteo
Director General
FedNor

The Corporation of the Municipality of Temagami

Project Number: 851-806612

Amendment Number: 2

The foregoing is hereby accepted this 1 day of October, 2017.

Per: _____

Signature of Recipient

CAO
Title

Per: _____

Signature of Recipient

Mayor
Title