

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 16-1316

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**Being a by-law to authorize the Deputy-Mayor and Clerk to execute an amendment to the Ontario Community Infrastructure Fund Contribution Agreement - Spruce Drive Project OCIF AC-0285 with the Minister of Agriculture, Food and Rural Affairs.**

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**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** the Council of the Municipality of Temagami passed By-law 15-1238 on the 19<sup>th</sup> day of February, 2015 to enter into an agreement with the Minister of Agriculture, Food and Rural Affairs for Application-Based Ontario Community Infrastructure Funding for 90% funding up to \$1,671,353.00 for Project #OCIF AC-0285 - Spruce Drive - from ONR tracks to North Limit;

**AND WHEREAS** Council passed Resolution 16-150 on the 23<sup>rd</sup> day of March, 2016 to change the scope of the project, which caused OMAFRA to change the maximum amount of project funding;

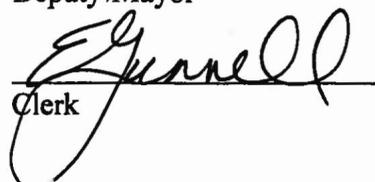
**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Deputy-Mayor and the Clerk are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That 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.

TAKEN AS READ A FIRST time on this 15<sup>th</sup> day of November 2016;

READ A SECOND AND THIRD time and finally passed this 15<sup>th</sup> day of November 2016.

  
\_\_\_\_\_  
Deputy Mayor

  
\_\_\_\_\_  
Clerk

7928

**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: (519)826-4986  
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4th<sup>e</sup> Stage  
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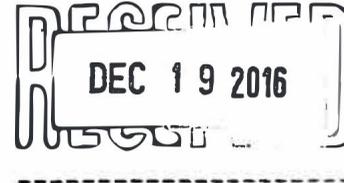
**Ontario**

**Rural Programs Branch**

**Our File: OCIF AC-0285**

December 16, 2016

The Municipality of Temagami  
7 Lakeshore Drive,  
PO Box 220  
Temagami, ON, POH 2H0  
Attention: Patrick Cormier, Chief Administrative Officer



Dear Patrick Cormier,

Please find enclosed a duly executed true and certified copy of your Contribution Agreement Amendment.

Sincerely,

Leah Landriault-Relf  
Program Coordinator

enclosure

- ^IncomingDOther
- Mayor
- Council CI DA
- CAO
- Building 0
- Finance DS DC
- ^Dev DS DC
- Parks & RecDS DC
- Planning OS DC
- Public Wks DS DC
- PPP
- Social Services 0

*7 clerk*  
*7 Bylawbook*  
*(original) 16-1316*



Good Things  
Grow in Ontario  
A bonne terre,  
bons produits



This Amendment is effective as of October 3, 2016

**AMENDING AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs**

**("Ontario")**

**AND**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**(the "Recipient")**

**WHEREAS** Ontario and the Recipient (the "**Parties**") entered into an agreement (the "**Agreement**") with an Effective Date of March 1, 2015, under the Ontario Community Infrastructure Program - Application Component - Intake 1;

**AND WHEREAS** the Parties wish to amend the Agreement;

**AND WHEREAS** section 16.10 of the Agreement allows the Parties to make amendments to the Agreement, provided such amendments are in writing agreed upon and signed by the Parties:

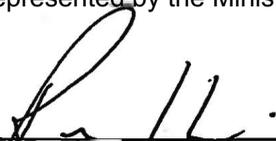
**NOW THEREFORE**, in accordance with the principles set out above and the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties hereby agree to amend the Agreement under this amending agreement (the "**Amendment**") as follows:

- 1. *Revocation and Replacement of Schedule "A" of the Agreement.*** Schedule "A" of the Agreement is revoked and replaced with the Schedule "A" attached to this Amendment.
- 2. *Revocation and Replacement of Schedule "C" of the Agreement*** Schedule "C" of the Agreement is revoked and replaced with the Schedule "C" attached to this Amendment.
- 3. *Defined Terms.*** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.
- 4. *Referential Incorporation Of Certain Provisions In Agreement.*** Sections 1.2 to 1.7, 16.1 to 16.13, 16.19, 16.20 and 16.22 are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.
- 5. *Amendment May Be Signed In Counterparts.*** This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 6. **The Agreement.** The Parties acknowledge 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*.

**IN WITNESS WHEREOF** the Parties have respectfully executed this Amendment as of the dates indicated below:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

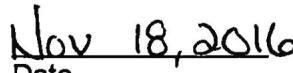
  
 \_\_\_\_\_  
 Name: Randy Jeckiw  
 Title: Assistant Deputy Minister

  
 \_\_\_\_\_  
 Date

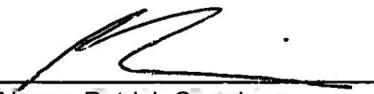
I have the authority to bind the Crown pursuant to delegated authority.

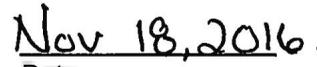
**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

  
 \_\_\_\_\_  
 Name: ~~Lerie Hunter~~ Brian Koski  
 Title: ~~Mayor~~ Deputy Mayor

  
 \_\_\_\_\_  
 Date

APFIX CORPORATE  
SEAL

  
 \_\_\_\_\_  
 Name: Patrick Cormier  
 Title: Chief Administrative Officer

  
 \_\_\_\_\_  
 Date

I/We have the authority to bind the Recipient.

 j2, i-C

Certified to be a true copy of the original document which has not been altered in any way.

Robert H. Jaworski  
Barrister & Solicitor, Notary Public  
LSUC No.: 29916Q



**SCHEDULE "A"**  
PROJECT DESCRIPTION

The project is for the replacement/upgrade of approximately 760 meters of water main and sanitary sewer and the complete reconstruction of the road on Spruce Street (From 20m south of Goward St. - the north limit).

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Minimize incidence of breakages, failures and contamination by these systems.

**SCHEDULE "C"**  
FINANCIAL INFORMATION FOR THE PROJECT

**PART C.1 - MAXIMUM FUNDS**

**C.1.1 Ontario's Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Six Hundred and Five Thousand, Four Hundred and Sixty-Seven Dollars (\$1,605,467.00) in Funds for Eligible Costs for the Project.

**Project's Estimated Total Net Eligible Costs**  
**(Revised from Original budget from application): \$1,783,852.00**

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement. The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

**"Total Net Eligible Costs"** means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than August 18, 2014 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 - Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.