

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 21-1584

Being a by-law to amend the Transfer Payment Agreement with her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure under the Investing in Canada Infrastructure Program, COVID-19 Resilience Infrastructure Stream - Local Government Intake

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 By-Law 21-1576 a Transfer Payment Agreement through the Investing in Canada Infrastructure Program, COVID-19 Resilience Infrastructure Stream - Local Government Intake a total contribution of \$100,000 was approved;


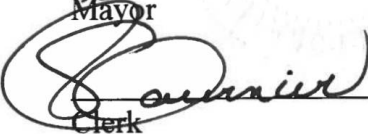
AND WHEREAS the Minister of Infrastructure has requested amendments to this agreement;

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

1. That the Mayor and Clerk are hereby authorized and directed to execute the Amendment to the Transfer Payment Agreement previously made with her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, 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 18th day of November 2021;

READ A SECOND AND THIRD time and finally passed this 18th day of November 2021.


Mayor

Clerk

Ministry of Infrastructure

Office of the Assistant Deputy Minister

Infrastructure Program Design and
Delivery Division

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5
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Ministère de l'Infrastructure

Bureau du sous-ministre adjoint

Division de la conception et de la mise en
oeuvre des programmes d'infrastructure

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Téléphone : 416-314-5148
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Ontario @

To COVID stream TP recipient

From Adam Redish

Re: Transfer payment agreement with Her Majesty the Queen in right of Ontario as
represented by the Minister of Infrastructure

Dear Recipient:

As you may be aware, the Government of Canada and the Government of Ontario have recently amended the Integrated Bilateral Agreement that governs the COVID stream to provide additional time for the completion of COVID stream projects.

As such the Ministry is proposing to make the following amendments to the transfer payment agreement between the Province and your municipality (the "Agreement"):

1. Article A.2.1 (f) of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Deleted]".
2. Article A.3.2 (Substantial Completion) of the Agreement is hereby deleted in its entirety and replaced with:

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2024.

3. Article C.1.1 (Project Description) of the Agreement is hereby deleted in its entirety and replaced with:

C.1.1 Project Description. The Recipient will carry out the Project as described in Sub-schedule "C.T (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

4. Article D.1.1(a) (Progress Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

D.1.1 (a) Progress Reports. The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:

- (i) Estimated total Eligible Expenditures;
- (ii) Total Eligible Expenditures to date;
- (iii) Progress tracker (e.g. percent completed);
- (iv) Construction Start and end dates (forecasted/actual); and
- (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been Incurred in accordance with the Agreement.

5. Article D. 1.1(b) (Claim Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

D.1.1(b) Claim Reports. The Recipient, with respect to each Project, will submit one request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement;
- (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
- (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D.1.1 (a), if such submission complies with all other terms and conditions of the Agreement.

6. Article E.2.1(b) is hereby deleted in its entirety and replaced with the following:

(b) Costs incurred after December 31, 2024;

7. Article J.5.1 (Timing) is hereby deleted in its entirety and replaced with the following:

J.5.1 Timing. The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project's Substantial Completion.

Except for the amendments provided for in this amending agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

All capitalized terms used in this amending agreement have the meanings ascribed to them in the Agreement.

This amending agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts may be executed either in original or other electronic form and the parties shall adopt any signatures received via email as original signatures of the Parties.

This amending agreement is effective as of the date of signature by the last signing party to this amending agreement.

If you agree to the amendments proposed above, kindly sign at the signature box below and return a copy to the Province by **October 7, 2021**. Upon your signing below, this letter will constitute Amending Agreement No. 1 to the Agreement.

Sincerely,

Adam

Redish

Adam Redish

Assistant Deputy Minister

Infrastructure Program Design and Delivery Division

Digitally signed by Adam
Redish
DN: cn=Adam Redish,
o=Ministry of Infrastructure,
ou=Infrastructure Program
Design and Delivery Division,
email=adam.redish@ontario.c
a, c=CA
Date: 2021.10.04 14:3001
+04'00'

The undersigned hereby agrees to the amendments to the Agreement and the terms and conditions described above and agrees to be bound thereby.

Legal name of the Recipient

NOV 25, 2021
Date


Name: DAN O'MARA
Title: MAYOR

I have authority to bind the Recipient.

NOV 25, 2021
Date


Name: SUZIE FOURNIER
Title: Municipal Clerk

I have authority to bind the Recipient.