

CORPORATION OF THE TOWN OF GANANOQUE
BY-LAW NO. 2009-31

A BY-LAW TO AUTHORIZE AMENDING BY-LAW 2009-42 TO PERMIT
THE EXTENSION OF THE COMPLETION DEADLINE FOR THE BROCK
STREET RECONSTRUCTION PROJECT UNDER THE BUILD CANADA
FUND PROGRAMME TO OCTOBER 31, 2011.

WHEREAS the Municipal Act, 2001 (Ontario), as amended, (the "Act") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Corporation of the Town of Gananoque under the direction of Motion No. 2011-007, passed on January 17, 2011, made application to the Ministry of Agriculture, Food and Rural Affairs to expand the scope, and to extend the completion deadline, for the Brock Street Reconstruction Project, being project number 27552.;

NOW THEREFORE the Council of the Corporation of the Town of Gananoque enacts as follows:

- 1) That the Amending Agreement BCFF-CC Project # 27552, attached hereto, is hereby approved.
- 2) That the Mayor and Clerk are hereby authorized to execute said agreement.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and sealed with the corporate seal this 15th day of March, 2011.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall

**AMENDING AGREEMENT
BCF-CC**

Project # 27552

**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 SEPARATED TOWN OF GANANOQUE

(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 December 11, 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
BCF-CC**

Project # 27552

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 Recipient has requested that the overall scope of the Project under the Agreement be changed;

AND WHEREAS Ontario believes that the requested amendment is reasonable;

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:

**AMENDING AGREEMENT
BCF-CC**

Project # 27552

- 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 the reduction or cessation of funding for the Project from the Government of Canada.
- 4. Revocation and Replacement of Schedule "B" of the Agreement.** Schedule "B" of the Agreement is revoked and replaced with the Schedule "B" attached to this Amendment.
- 5. 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.
- 6. Defined Terms.** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.
- 7. Amendment May Be Signed in Counterparts.** The Parties agree that this Amendment may be signed in counterparts.
- 8. Amendment Comes Into Effect When Recipient Signs.** This Amendment comes into effect on the day that the Recipient signs the Amendment.
- 9. 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*.

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AMENDING AGREEMENT
BCF-CC

Project # 27552

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 SEPARATED TOWN OF GANANOQUE

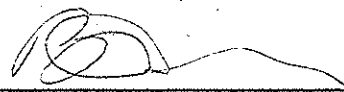
by:



Name: Erika Demchuk
Title: Mayor

March 11/2011
Date

Affix
Corporate
Seal



Name: Bonnie Dingwall
Title: Clerk

March 11/2011
Date

I/We have authority to bind the Recipient.

SCHEDULE "B"
DESCRIPTION OF THE PROJECT

BCF-CC FILE #27552

**THE CORPORATION OF THE SEPARATED TOWN OF
GANANOQUE**

PROJECT CONSTRUCTION START DATE:

August 15, 2009

WORK DESCRIPTION:

The Separated Town of Gananoque proposes the reconstruction of Brock Street. The work includes the replacement of watermain, storm sewer, and road rehabilitation including sidewalks and curb consisting of 1.2 km and servicing 110 households. The work also includes the following: watermain replacement, curb, gutter and sidewalk, full width asphalt replacement on Charles Street from Brock Street to North (approximately 90m); watermain replacement, full width asphalt reinstatement and boulevard treatment on Adelaide Street from Brock Street to Garden (approximately 100m); and watermain replacement and asphalt trench reinstatement on William Street from Brock Street to Garden (approximately 100m).
