

This Amendment is effective as of the date of the Province’s execution.

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 TOWN OF KINGSVILLE
(CRA# 108127523)

(the “Recipient”)

WHEREAS Ontario and the Recipient (the “**Parties**”) entered into an agreement (the “**Agreement**”) with an Effective Date of March 16, 2017, under the Ontario Community Infrastructure Fund – Application-Based Component;

AND WHEREAS the Parties wish to amend the Agreement;

AND WHEREAS section 3.1 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 Part C3 “Project Completion Date” of Schedule “C” of the Agreement.*** Part C3 of Schedule “C” of the Agreement is revoked and replaced with the following:

C3 Project Completion Date. The Project will be completed no later than July 31, 2019. For clarity this means Substantial Completion must have occurred.
- 2. *Revocation and Replacement of Part F3 “Provision of Funds” of Schedule “F” of the Agreement.*** Part F3 of Schedule “F” of the Agreement is revoked and replaced with Part F3 attached to this Amendment.
- 3. *Revocation and Replacement of Part I1 “Reports” of the Agreement of Schedule “I” of the Agreement.*** Part I1 of the Agreement is revoked and replaced with Part I1 attached to this Amendment.

- 4. **Defined Terms.** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.
- 5. **Referential Incorporation Of Certain Provisions In Agreement.** Sections 1.1, 3.1, A1.1, A3.1, A3.2, A22.1, A23.1, A24.1, A25.1, A25.2, A27.1, A30, and 1, Articles A20, and A26 are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.
- 6. **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.
- 7. **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 Jackiw	Date
Title: Assistant Deputy Minister	

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

THE CORPORATION OF THE TOWN OF KINGSVILLE

AFFIX
CORPORATE
SEAL

Name: _____		Name: _____
Title: _____		Title: _____
Date: _____		Date: _____

I/We have the authority to bind the Recipient.

PART F3 – PROVISION OF FUNDS

F3 Provision Of Funds. The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Completion Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	July 24, 2017
Milestone 3: Submission and Acceptance of Final Report	October 28, 2019

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
<p>Milestone 2: Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report as described in Schedule "I" of this Amendment</p> <p>Revised Budget Report</p> <p>Progress Report</p>
<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than October 28, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>

PART I.1 – REPORTS

The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than July 24, 2017.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than July 24, 2017.
3.	Progress Report - The Recipient shall use the form provided by the Province	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required to be submitted as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than October 28, 2019, whichever is earliest.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.