

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 24 - 2018

Being a By-law authorizing the entering into of Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement Amendment No. 1

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations;

AND WHEREAS by By-law 91-2017 the Council of The Corporation of the Town of Kingsville (the "Town") entered into a Transfer Payment Agreement for the Clean Water and Wastewater Fund (CWWF) (Ontario);

AND WHEREAS the Government of Canada has approved a program extension to the Clean Water and Wastewater Fund to allow projects to be completed before March 31, 2020 and in order to implement this change the Province and the Town have agreed to amend the Transfer Payment Agreement.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure Transfer Payment Agreement Amendment No. 1 attached hereto as Schedule "A" and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Transfer Payment Agreement Amendment No. 1 attached as Schedule "A".
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 12th DAY OF FEBRUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT AMENDMENT No. 1**

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure**

 **(the "Province")**

- and -

the Recipient

BACKGROUND

The Government of Canada has agreed to extend the Project deadlines under the program to allow Projects to be completed before March 31, 2020. In order to implement this change the Province and Recipient have agreed to amend the Agreement.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No.1 have the meanings ascribed to them in the Agreement.
2. Pursuant to section 3.0 of the Agreement, the Agreement is amended as follows:
 - (a) Section E.2.3 (iii) is amended by replacing "March 31, 2018" with "March 31, 2020";
 - (b) Section E.2.3(iv) is deleted;
 - (c) Section E.3.1 (i) is deleted and replaced with:
"Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2020";
 - (d) Section J.5.1 is amended by replacing "March 31st, 2019" with "March 31st, 2020";
 - (e) Section J.5.2 is amended by replacing "September 31st, 2019" with "September 31st, 2020";
 - (f) Paragraph (h) of Sub-schedule "J.4" - Form of Certificate from Professional Engineer is deleted and replaced with: "if the Sub-project is a new or expansion project, can be completed by March 31, 2020".

3. All other terms, conditions and provisions shall remain as provided for in the Agreement.

The Parties have executed the Amending Agreement No. 1 on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Infrastructure

Jan 28/18

Date



Name:

Title:

ADAM REDISH
Assistant Deputy Minister
Infrastructure Policy Division
Ministry of Infrastructure

Donk

On behalf of **RECIPIENT**, the undersigned agrees to and accepts the within terms, conditions and provisions for the amendment of the Agreement.

Recipient Full Legal Name: _____
(Municipality/ LSB/ First Nation)

Signature: _____

Name: _____

Title: _____

I have authority to bind the Recipient.

Date: