

AMENDMENT NO. 2
to a Ontario Transfer Payment Agreement under the
Source Protection Municipal Implementation Fund (SPMIF_1516_004)

THIS AMENDMENT NO. 2 made in duplicate, as of the 7th day of March 2018,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the “Province”)

- and -

The Corporation of the Town of Kingsville

(the “Municipality”)

WHEREAS the parties entered into a transfer payment agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the “**Agreement**”);

AND WHEREAS the parties entered into Amendment No. 1 as of March 16, 2017 to extend the term of the Agreement, add an additional report, and include new timelines;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 2, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:
 - 2.1 Section 2.1 is deleted in its entirety and replaced with the following:
 - 2.1 The term of the Agreement shall commence on the Effective Date and shall expire 90 days after the final report due date in Schedule “D” unless terminated earlier pursuant to Article 9. The Municipality

shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

- 2.2 The first paragraph in Section B.1 (Eligible Activities) as amended by Amendment No. 1 is deleted and replaced with the following:

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality's behalf, between December 13, 2013 and December 31, 2018 that are directly related to the following:

- 2.3 The chart in Schedule "D" (Reports) as amended by Amendment No. 1 is deleted in its entirety and replaced with the following:

Name of Report	Due Date
Progress Report 1	August 26, 2016
Collaboration Statement	March 5, 2017
Progress Report 2	August 25, 2017
Progress Report 3	December 8, 2017
Progress Report 4	October 31, 2018
Final Report	January 31, 2019
Other Reports as specified from time to time	On a date or dates specified by the Province.

3. This Amendment No. 2 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 2 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario
as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the Town of Kingsville

Name: Nelson Santos
Title: Mayor

Name: Jennifer Astrologo
Title: Director of Corporate Services/Clerk

We have authority to bind the Municipality.