

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**

(the “Province”)

AND

**THE CORPORATION OF THE TOWN OF ERIN
(CRA# 873738090)**

(the “Recipient”)

WHEREAS the Province and the Recipient (the “Parties”) entered into an agreement (the “Agreement”) with an Effective Date of March 27, 2018 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 the Agreement.**
Part C3 of the Agreement is revoked and replaced with the following:

C3 Project Completion Date. The Project will be completed no later than September 30, 2020.

2. **Revocation and Replacement of Schedule “D” Project Description of the Agreement.**
Schedule “D” of the Agreement is revoked and replaced with Schedule “D” attached to this Amendment.

3. **Revocation and Replacement of Part F3 “Provision of Funds” of the Agreement.**

Part F3 of the Agreement is revoked and replaced with Part F3 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, A30.1, 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 Amending Agreement, 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
Title: Assistant Deputy Minister

Date

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

THE CORPORATION OF THE TOWN OF ERIN

AFFIX
CORPORATE
SEAL

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

I/We have the authority to bind the Recipient.

SCHEDULE “D” PROJECT DESCRIPTION

The project will replace the existing bridge over Hillsburgh Dam on Station Street with a new reinforced concrete structure. The work also includes upgrades to the approaches of the new bridge which will include new storm sewers, water main, road section meeting the current municipal standards, curb and gutter, and new sidewalks to complete connections to Main Street (Trafalgar Road), the new library on Station Street, and the Elora-Cataract trail system. Completion and closure of a Municipal Class Environmental Assessment – Schedule B will precede the work.
Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.
Outcomes: Reduced risk of collapse or complete asset failure; Increased traffic safety and flow.

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SCHEDULE “F” FINANCIAL INFORMATION

- F1 *Maximum Funds.*** Maximum Funds means an amount up to One Million Five Hundred Seventy Six Thousand Nine Hundred Eighty Eight Dollars (\$1,576,988).

- F2 *Holdback.*** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

- F3 *Provision Of Funds.*** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, based on the following payment schedule:

Project Milestone Payment	Recipient Expected Date*	No Later Than
Milestone 1: Agreement Execution	March 9, 2018	March 9, 2018
Milestone 2: Submission and Acceptance of Revised Budget Report, Construction Contract Award Report, and Progress Report (submitted within fifteen (15) Business Days of a council resolution awarding 70% of the Project costs)	October 31, 2019	December 31, 2019
Milestone 3: Submission and Acceptance of Final Report (should be submitted no later than sixty (60) Business Days of the Project Completion Date)	November 29, 2020	February 15, 2021

*Recipient Expected Date is the date supplied by the Recipient in their Project application as when the required documentation will be submitted. If there is a variance between the date noted in Recipient Expected Date and the actual date the milestone documentation will be submitted by the Recipient, Notice must be provided as soon as possible to the Province.

MILESTONE	PAYMENT AMOUNT	REQUIRED DOCUMENTATION
<p>Milestone 1: Execution of this Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient’s entry into the Agreement.</p>
<p>Milestone 2: Within fifteen (15) Business Days of the Tender Award of at least 70% of total Eligible Costs by the Recipient, the submission and acceptance by the Province of the required Reports.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of the lesser of:</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">and</p> <p>(ii) An amount calculated by multiplying ninety percent (90%) against the <u>forecasted</u> total Eligible Costs to the limit of the Maximum Funds, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report;</p> <p>Revised Budget Report; and</p> <p>Progress Report,</p> <p>all as described in Schedule “I” of this Agreement.</p>
<p>Milestone 3: After Project Completion by the Recipient, the submission and acceptance by the Province of the required Reports.</p>	<p>Provided it is not a negative figure, the lesser of:</p> <p>The balance of the Funds, if any, to the limit of the Maximum Funds;</p> <p style="text-align: center;">and</p> <p>Ninety percent (90%) multiplied by the <u>final</u> total Eligible Costs to the limit of the Maximum Funds.</p>	<p>Final Report as described in Schedule “I” of this Agreement</p>

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