

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-38

Being a By-law amend by-law 2003-62 being a by-law to authorize the executing of an Agreement between Her Majesty the Queen in Right of Ontario and the Corporation of the Town of Amherstburg

**WHEREAS** the Council of the Corporation of the Town of Amherstburg passed by-law 2003-62, being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario and the Corporation of the Town of Amherstburg, and;

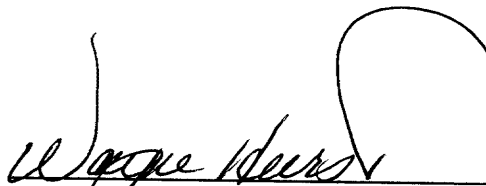
**WHEREAS** it is an agreement dated August 14, 2003 was executed by the Corporation of the Town of Amherstburg and Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs, and;

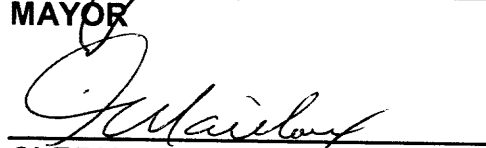
**WHEREAS** the Council of the Town of Amherstburg deems it appropriate to amend the above noted agreement as attached.

**NOW THEREFORE THE COUNCIL OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

**THAT** the Mayor and Clerk be authorized to sign the Addendum to the Funding Agreement as prepared by the Ministry of Agriculture, Food and Rural Affairs identified as File Number 6150 as attached to and forming part of this By-Law.

Read a first, second and third time and finally passed this 8<sup>th</sup> day of May, 2006.

  
MAYOR

  
CLERK

Certified to be a true copy  
of By-Law No. 2006-38 passed  
on May 8, 2006.

\_\_\_\_\_  
Clerk

**ADDENDUM**

This Addendum made as of the 8 day of May 2006

**BETWEEN:** Her Majesty the Queen in Right of Ontario as represented by the Minister of  
Agriculture, Food and Rural Affairs

**AND:** The Corporation of the Town of Amherstburg

**WHEREAS** an Agreement dated August 14, 2003 was executed by the Corporation of the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs;

**NOW THEREFORE** the parties agree to amend the terms and conditions of the Agreement as follows:

1. Schedule "D" (BUDGET – CAPITAL) is repealed and Schedule "D", as attached, is substituted.
2. Schedule "E" (PROJECT SCHEDULE (MILESTONE) - CAPITAL) is repealed and Schedule "E", as attached, is substituted.
3. Schedule "F" (FINANCIAL ASSISTANCE – CAPITAL) is repealed and Schedule "F", as attached, is substituted.
4. All other terms and conditions of the Agreement remain in effect.

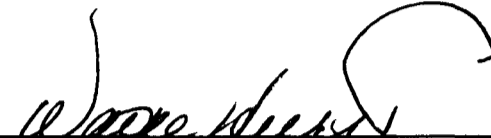
IN WITNESS WHEREOF the parties have executed this Addendum.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF AGRICULTURE, FOOD, AND RURAL AFFAIRS**

\_\_\_\_\_  
NAME: Leona Dombrowsky  
TITLE: Minister

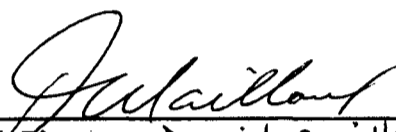
\_\_\_\_\_  
DATE

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
NAME: Wayne Hurst  
TITLE: Mayor

May 10, 2006  
DATE

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Corporate  
Seal

  
\_\_\_\_\_  
NAME: ~~Frank~~ David Mailoux  
TITLE: ~~CEO~~ Clerk

May 10, 2006  
DATE

**SCHEDULE "B"**  
**DESCRIPTION OF THE PROJECT**

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OSTAR FILE #6150

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**WORK DESCRIPTION:**

Upgrade the Amherstburg Water Treatment Plant and the Boblo Island Water Treatment Plant to comply with the Ontario Regulation 170/03 as follows:

**For the Amherstburg Water Treatment Plant**, undertake the following capital works:

1. install a continuous chlorine analyzer;
2. install standby pumps;
3. construct a curb around the filters; and
4. install backflow preventors at each plant service connection;
5. plus related engineering.

**For the Boblo Island Water Treatment Plant:** In lieu of upgrading the Boblo Island Water Treatment Plant to comply with the DWPR, construct a pipeline to connect the Boblo Island water system to the Amherstburg Water Treatment Plant, and decommission the Boblo Island WTP. Total cost for the above works not to exceed \$1,512,533 for the alternative of upgrading the Boblo Island WTP to comply with the DWPR.

The project does not include;

1. upgrading the water distribution system; or
2. any works related to accommodating growth and future development; or related engineering.

**SCHEDULE "D" BUDGET**

(a) Fill in the following table where appropriate:

**ESTIMATED COSTS**

Project phase	Eligible Costs
1. Construction	\$1,323,764
2. Preliminary engineering (Environmental Assessment, engineering reports)	\$94,700
3. Engineering (final design/supervision)	\$54,115
4. Project management	\$35,200
5. Surveys	\$40,586
6. Miscellaneous	\$104,236
7. GST (after tax credit)	\$49,578
8. Sum of (1 to 7)	\$1,702,179
9. Grants from other sources (specify) Mandatory Engineering Study	-61,800
10. Total eligible cost (8 minus 9)	\$1,640,379

(b) Complete the following table:

**CASH FLOW BASED ON ESTIMATED COSTS**  
TOTAL IN TABLE (b) MUST BE EQUAL WITH LINE 10 OF ESTIMATED COSTS

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct. - Dec.) Q3	(Jan. - March) Q4
2000/01				
2001/02				
2002/03			\$65,000	\$70,000
2003/04	\$15,000	\$15,000	\$20,000	\$20,000
2004/05	\$20,000	\$495,000	\$355,000	\$305,000
2005/06	\$260,379			



**SCHEDULE "F"**  
**FINANCIAL ASSISTANCE**

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<b>Total Eligible Costs:</b>	\$ 1,652,533.00
<b>Maximum Financial Assistance:</b>	\$1,054,250.42
<b>Ontario Maximum Financial Assistance:</b>	\$550,899.42
<b>Federal Maximum Financial Assistance:</b>	\$503,351.00

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The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. Such report must contain the information required in the Final Report as set out in Section 6.4 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

**OMAFRA COLLABORATES WITH RECIPIENT ON APPROPRIATE MILESTONE  
SCHEDULE**

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