

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007-08

Being a By-law amend by-law 2006-38 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 2006-38, being a by-law amend 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;

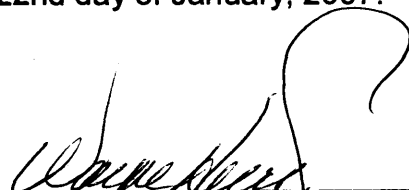
WHEREAS it is an agreement dated August 14, 2003 was executed by the Corporation of the Town of Amherstburg and Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Agriculture, Food and Rural Affairs, and;

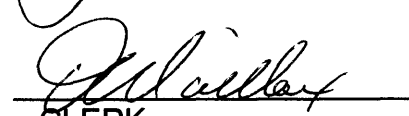
WHEREAS the Council of the Town of Amherstburg deems it appropriate to amend the above noted agreement as attached.

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 22nd day of January, 2007.

  
MAYOR

  
CLERK

Certified to be a true copy  
of By-Law No. 2007-08 passed  
on January 22, 2007.

**AMENDING AGREEMENT**

This Addendum made as of the 22 day of January 2007.

**BETWEEN:**            **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the MINISTER OF AGRICULTURE, FOOD AND  
RURAL AFFAIRS**  
  
(hereinafter referred to as the “Ministry”)

**AND:**                **THE CORPORATION OF THE TOWN OF AMHERSTBURG**  
  
(hereinafter referred to as the “Recipient”)

**WHEREAS**, the Ministry and the Recipient have entered into a previous agreement dated May 18, 2001 for the purpose of assisting the Recipient to comply with the requirements of the Ontario Water Resources Act, R.S.O. 1990, c.O.40 and the Drinking Water Systems Regulation made thereunder,

**AND WHEREAS**, the previous agreement was amended by the parties pursuant to an addendum dated March 28, 2002.

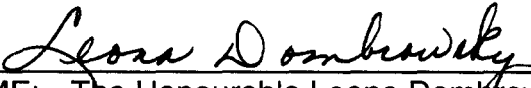
**AND WHEREAS**, the parties wish to further amend the previous agreement,

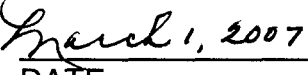
**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and in the previous agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.     Sections 2.1 and 2.2 are deleted and replaced with the following:
  - 2.1 This Agreement shall continue in effect up to the date on which the Ministry pays the invoice from the recipient.
  - 2.2 Despite the foregoing, the Ministry is not obligated to pay or provide and will not pay or provide any financial assistance as contemplated under this Agreement for costs incurred after March 31, 2008 or for invoices received after March 31, 2009.
2.     Paragraph 1 of Schedule III as previously amended is deleted and replaced with the following:
  1. The maximum amount of financial assistance for the Study under this Agreement is \$51,697.68 and is based on maximum eligible costs of \$77,542.64.
3.     All other terms and conditions of the previous agreement remain the same in full force and effect.

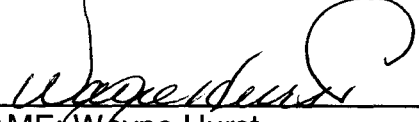
IN WITNESS WHEREOF the parties have executed this Addendum.

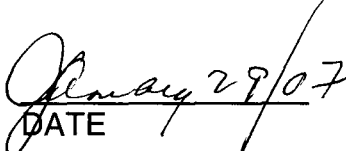
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS

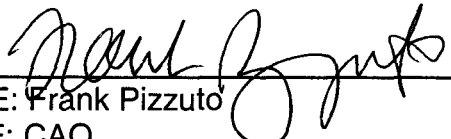
  
NAME: The Honourable Leona Dombrowsky  
TITLE: Minister of Agriculture, Food and Rural Affairs

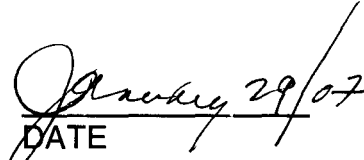
  
DATE

THE CORPORATION OF THE TOWN OF AMHERSTBURG

  
NAME: Wayne Hurst  
TITLE: Mayor

  
DATE

  
NAME: Frank Pizzuto  
TITLE: CAO

  
DATE

**ADDENDUM**

This Addendum made as of the 22 day of January 2007.

**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;

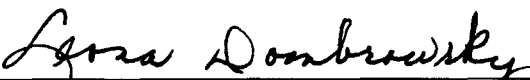
**AND WHEREAS** an Addendum to the Agreement dated July 4, 2006 was executed by the Corporation of the Town of Amherstburg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs;

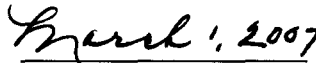
**NOW THEREFORE** the parties agree to further amend the terms and conditions of the Agreement as follows:

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

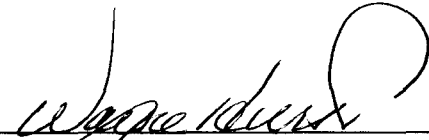
IN WITNESS WHEREOF the parties have executed this Addendum.

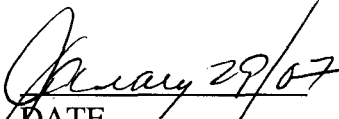
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS

  
NAME: The Honourable Leona Dombrowsky  
TITLE: Minister of Agriculture, Food and Rural Affairs

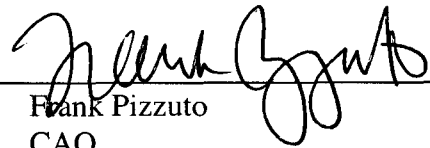
  
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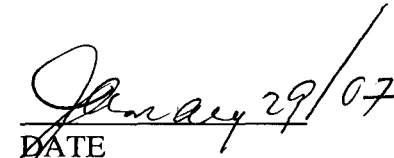
THE CORPORATION OF THE TOWN OF AMHERSTBURG

  
NAME: Wayne Hurst  
TITLE: Mayor

  
DATE

Affix  
Corporate  
Seal

  
NAME: Frank Pizzuto  
TITLE: CAO

  
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 to be capped in relation to 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**

Complete the following tables:

**ESTIMATED COSTS**

<b>Project phase</b>	<b>Eligible Costs</b>
1. Construction	\$1,517,412.43
2. Preliminary engineering (Environmental Assessment, engineering reports)	
3. Engineering (final design/supervision)	\$103,471.22
4. Project management	\$19,421.80
5. Surveys	\$28,285.02
6. Miscellaneous	
7. GST (after tax credit)	
8. Sum of (1 to 7)	\$1,668,590.47
9. Grants from other sources (specify)	
10. Total eligible cost (8 minus 9)	\$1,668,590.47

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

<b>Quarter</b>	<b>(April - June) Q1</b>	<b>(July - Sept.) Q2</b>	<b>(Oct. - Dec.) Q3</b>	<b>(Jan. - March) Q4</b>
2000/01				
2001/02				
2002/03			\$34,290.75	\$49,830.77
2003/04	\$412.00	\$48,926.05	\$26,331.60	\$73,489.30
2004/05	\$50,756.07	\$25,815.29	\$781,654.60	\$350,207.46
2005/06	\$226,876.58			

**SCHEDULE “E”  
 PROJECT SCHEDULE (MILESTONES)**

- a) Enter Milestone Description
- b) Shade the boxes by the appropriate quarter that pertain to the milestone timeline
- c) If you require more space, please add additional sheets

**\*\*Based on Government Fiscal Year:**

**Q1 = April – June    Q2 = July – September    Q3 = October - December    Q4 = January - March**

MILESTONE DESCRIPTION	'00 Q2	'00 Q3	'01 Q4	'01 Q1	'01 Q2	'01 Q3	'02 Q4	'02 Q1	'02 Q2	'02 Q3	'03 Q4	'03 Q1	'03 Q2	'03 Q3	'04 Q4	'04 Q1	'04 Q2	'04 Q3	'05 Q4	'05 Q1	'05 Q2	'05 Q3	'06 Q4
ENVIRONMENTAL STUDY REPORT																							
PRE-DESIGN AND DESIGN																							
WATERMAIN CONSTRUCTION																							
WTP AND INTAKE DECOMMISSIONING																							



**SCHEDULE “F”  
FINANCIAL ASSISTANCE**

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<b>Total Eligible Costs:</b>	\$1,890,913.00
<b>Maximum Financial Assistance:</b>	\$1,133,718.36
<b>Ontario Maximum Financial Assistance:</b>	\$630,367.36
<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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