The Corporation of the Town of South Bruce Peninsula

By-Law Number 12-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign an Agreement with Her Majesty the Queen in Right of Ontario Under the Ontario Community Infrastructure Fund-Application Based Component (Wastewater Collection System)

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

And whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas the Council for the Town of South Bruce Peninsula has deemed it necessary, desirable, expedient and in the public interest to make improvements to the infrastructure in Wiarton and that the necessary improvements be funded with the assistance of the Ontario Community Infrastructure Fund-Application Based Component Program;

And whereas the Town of South Bruce Peninsula has entered into an agreement with Her Majesty the Queen in Right of Ontario under the Ontario Community Infrastructure Fund – Application Based Component;

And whereas an amending agreement is required under the Ontario Community Infrastructure Fund – Application Based Component.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1) That the Mayor and Clerk are hereby authorized to sign the amending agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Ontario Community Infrastructure Fund-Application Based Component Program.

2) That the amending agreement referred to herein shall be attached to and form part of this by-law.
Read a first and second time this 21st day of February, 2017.

Read a third time and finally passed this 21st day of February, 2017.
This Amendment is effective as of the date of execution by the Province.

AMENDING AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(“Ontario”)

AND

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA
(the “Recipient”)

WHEREAS Ontario and the Recipient (the “Parties”) entered into an agreement (the “Agreement”) with an Effective Date of March 1, 2015, under the Ontario Community Infrastructure Program – Application Component – Intake 1;

AND WHEREAS the Parties wish to amend the Agreement;

AND WHEREAS section 16.10 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 Schedule “A” of the Agreement. Schedule “A” of the Agreement is revoked and replaced with the Schedule “A” attached to this Amendment.

2. Defined Terms. Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.

3. Referential Incorporation Of Certain Provisions In Agreement. Sections 1.2 to 1.7, 16.1 to 16.13, 16.19, 16.20 and 16.22 are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.

4. 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.

5. The Agreement. The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to this Amendment, 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

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

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

Name: Janice Jackson
Title: Mayor

Date

Name: Angela Cathrae
Title: Clerk

Date

I/We have the authority to bind the Recipient.
SCHEDULE “A”
PROJECT DESCRIPTION

The project is to construct a wastewater collection system that will use gravity to flow to Lift station #1 on Taylor Street.

Output:
Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes:
Decrease in contamination risk;
Sufficient system redundancy;
Improved maintenance efficiency;
Reduced risk of system failure, collapse or complete asset failure;
Decrease risk of environmental contamination;
Decrease risk from power failures.