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Ministry of Agriculture, Food
and Rural Affairs

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Ministère de l'Agriculture, de
l'Alimentation et des Affaires
rurales

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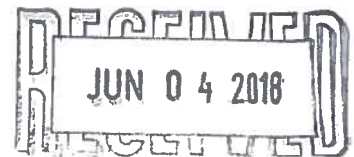


Our File: RED4-08070

Rural Programs Branch

May 31, 2018

Sabrina Pandolfo, Special Projects Coordinator
Municipality of Temagami
7 Lakeshore Drive,
Temagami, ON
P0H2H0



Dear Sabrina Pandolfo:

Please find enclosed a duly executed copy of the amendment to your Contribution Agreement for the Rural Economic Development fund which sets out the terms and conditions of provincial funding. Please keep this copy for your records.

Sincerely,

Leah Landriault-Relf
Program Coordinator

enclosures

File ☒ Incoming ☐ Other
Mayor ☐
Council ☒ ☐ A
CAO ☐
Building ☐
Finance ☒ S ☒ C
Ec Dev ☒ S ☒ C
Parks & Rec ☐ S ☐ C
Planning ☐ S ☐ C
Public Wks ☐ S ☐ C
PPP ☐
Social Services ☐
☐ _____
☐ _____



Good Things
Grow in Ontario
À bonne terre,
bons produits



This Amendment is effective as of April 16, 2018

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 MUNICIPALITY OF TEMAGAMI
CRA# 108079013

(the "Recipient")

I. BACKGROUND

Ontario and the Recipient (the "**Parties**") entered into an agreement (the "**Agreement**") with an Effective Date of July 24, 2017 under the *Rural Economic Development (RED) program*.

The Parties wish to amend the Agreement.

Part V 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.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree to amend the Agreement under this amending agreement (the "**Amendment**") as follows:

1. **Revocation and Replacement of Expiration Date in Section B.1.2 of Schedule "B"**. The date in Section B.1.2 of the Agreement is revoked and replaced with the following:

B.1.2 Expiration Date. The Expiration Date of this Agreement is May 31, 2020

2. **Revocation and Replacement of Project Completion Date in Section B.1.4 of Schedule "B"**. The date in Section B.1.4 of the Agreement is revoked and replaced with the following:

B.1.4 Project Completion Date. The Project Completion Date is May 31, 2019

3. **Revocation and Replacement of Incurring Eligible Costs in Section D.2.1 of Schedule "D"**. Section D.2.1 of Schedule D is revoked and replaced with the following:

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2018-2019	\$0.00	\$10,500.00	\$10,500.00	\$10,500.00	\$31,500.00
2019-2020	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00
TOTAL ELIGIBLE COSTS UP TO					\$42,000.00

4. **Revocation and Replacement of Payment of Funds in Section D.5.1 of Schedule "D".** Section D.5.1 of Schedule D is revoked and replaced with the following:

D.5.1 Payment of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2018-2019	\$31,500.00	\$15,750.00
2019-2020	\$10,500.00	\$5,250.00
Total	\$42,000.00	\$21,000.00

5. **Revocation and Replacement of Final Report Due Date in Section E.1.3 of Schedule "E".** The date in Section E.1.3 of the Agreement is revoked and replaced with the following:

E.1.3 Final Report – The Final Report (Schedule "E.4" of this Agreement) is to be completed and submitted to the Province on or before: **September 30, 2019**

6. **Revocation and Replacement of Project Completion Date and Date of Final Report in Schedule "E.4".** The dates in Schedule E.4 of the Agreement are revoked and replaced with the following:

Project Completion Date: May 31, 2019
Date of Final Report: September 30, 2019

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

8. **Referential Incorporation Of Certain Provisions Of Agreement Into Amendment.** Sections 1.1, 2.1 and 2.2, as well as Articles 19, 21 to 25 and 30 of Schedule "A" of the Agreement are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.

III. 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 continue to apply.

IV. COUNTERPARTS

This Amendment may be signed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Amendment; and
- (b) Agrees to be bound by the terms and conditions in the entire Amendment.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have respectfully signed this Amendment as of the dates indicated below:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

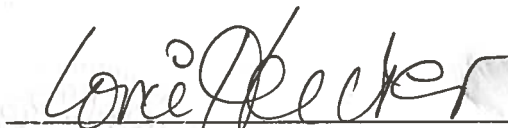
as represented by the Minister of Agriculture, Food and Rural Affairs


per _____
Name: Randy Jackiw
Title: Assistant Deputy Minister

Date: May 23, 2018

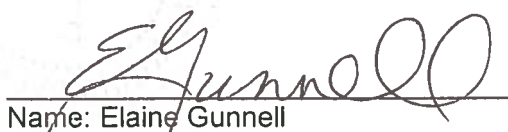
I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI



Name: Lorie Hunter
Title: Mayor

Date: 01 May 2018



Name: Elaine Gunnell
Title: Chief Administrative Officer
Acting

Date: May 1, 2018-

I/We have the authority to bind the Recipient.



181 University Ave, Suite 1700 Toronto, ON M5H 3M7
T. 416 599-5530 | 1 800 668-5901 | F. 416 599-5458

CERTIFICATE OF INSURANCE
Nº 18TEMAGAM-01 - 146

THIS IS TO CERTIFY TO: Ministry of Agriculture, Food and Rural Affairs
4th Floor, 1 Stone Road West
Guelph ON N1G 4Y2

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

NAMED INSURED: The Corporation of the Municipality of Temagami

ADDRESS: PO Box 220, 7 Lakeshore Drive, Temagami ON P0H 2H0

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:

RED program funding for the Advancing Access and Business Technologies Project

TYPE	INSURER	POLICY Nº.	POLICY PERIOD from (mm/dd/yyyy) to (mm/dd/yyyy)	LIMIT OF INSURANCE
Municipal General Liability includes: -Cross Liability -Contractual Liability	Certain Lloyd's Underwriters under contract no. 17B04803 (100%)	PSCP0009	10/23/2017 10/23/2018	\$5,000,000 per occurrence inclusive of bodily injury, personal injury and property damage \$5,000,000 products/completed operations aggregate \$10,000,000 general aggregate

Additional Information: Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees as represented by the Ministry of Agriculture, Food and Rural Affairs is hereby added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured as described above.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavour to provide a 30-day written notice to the certificate holder but assumes no responsibility for failure to do so.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Risk and Insurance Services Inc.

Signed in Toronto this 11th day of May, 2018

Per: _____

Authorized Representative