

The Corporation of the Municipality of West Grey

By-law Number 38 - 2018


Being, a By-law to further amend By-law Number 85-2013, to authorize the Mayor and CAO/Deputy Clerk to enter into Amendment No. 4 to a Grant Funding Agreement under the 2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_047) between the Municipality of West Grey and Minister of the Environment and Climate Change;

Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:


1. THAT Schedule "A" to By-law Number 85-2013 is hereby amended as shown on Schedule "A", attached to and forming part of this by-law, and the Mayor and CAO/Deputy Clerk are hereby authorized to sign Amendment No. 4 to a Grant Funding Agreement under the 2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_047) between the Municipality of West Grey and Minister of the Environment and Climate Change.
2. That this By-law shall come into force and take effect upon being passed by Council.

Read a first and second time this 5th day of March, 2018.

Read a third time and finally passed this 5th day of March, 2018.



Kevin Eccles, Mayor



Mark Turner, Clerk



Schedule "A" to By-law Number 38 - 2018

Municipality of



**Amendment No. 4 to a Grant Funding Agreement
under the 2013-14 Source Protection
Municipal Implementation Fund
(SPMIF_1314_047)**

AMENDMENT NO. 4
to a Ontario Transfer Payment Agreement under the
Source Protection Municipal Implementation Fund (SPMIF_1314_047)

THIS AMENDMENT NO. 4 made in duplicate, as of the 20th day of February 2018,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the "**Province**")

- and -

The Corporation of the Municipality of West Grey

(the "**Municipality**")

WHEREAS the parties entered into a transfer payment agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the "**Agreement**");

AND WHEREAS the parties entered into Amendment No. 1 as of July 29, 2015 to extend the term of the Agreement, add an additional report and include new timelines;

AND WHEREAS the parties entered into Amendment No. 2 as of June 29, 2016 to extend the term of the Agreement, add an additional report, include new timelines, and expand the scope of eligible activities;

AND WHEREAS the parties entered into Amendment No. 3 as of March 10, 2017 to extend the term of the Agreement, add an additional report, and include new timelines;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 4, capitalized words and phrases have their prescribed meaning as set out in the Agreement.

2. The Agreement is amended as follows:

2.1 Section 2.1 is deleted in its entirety and replaced with the following:

2.1 The term of the Agreement shall commence on the Effective Date and shall expire 90 days after the final report due date in Schedule "D" unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

2.2 The first paragraph in Section B.1 (Eligible Activities) as amended by Amendment No. 3 is again deleted and replaced with the following:

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality's behalf, between December 13, 2013 and December 31, 2018 that are directly related to the following:

2.3 The chart in Schedule "D" (Reports) as amended by Amendment No. 3 is again deleted in its entirety and replaced with the following:

Name of Report	Due Date
Collaboration Statement (if applicable)	December 12, 2014
Progress Report 1	December 12, 2014
Progress Report 2	December 11, 2015
Progress Report 3	August 26, 2016
Progress Report 4	August 25, 2017
Progress Report 5	December 8, 2017
Progress Report 6	October 31, 2018
Final Report	January 31, 2019
Other Reports as specified from time to time	On a date or dates specified by the Province.

3. This Amendment No. 4 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 4 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 4 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 4 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario
as represented by the Minister of the Environment and Climate Change



Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the Municipality of West Grey



Name: Kevin Eccles
Title: Mayor



Name: Laura Johnston
Title: CAO/Deputy Clerk

We have authority to bind the Municipality.