

**The Corporation of the Municipality of West Grey**

**By-law Number 53 - 2015**

**Being,** a By-law to amend By-law Number 85-2013, to authorize the Mayor and CAO/Deputy Clerk to enter into Amendment No. 1 to a Grant Funding Agreement under the 2013-14 Source Protection Municipal Implementation Fund (SPMIF) 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 Clerk/Acting CAO are hereby authorized to sign Amendment No. 1 to a Grant Funding Agreement under the 2013-14 Source Protection Municipal Implementation Fund (SPMIF) 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.

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Read a first and second time this 5<sup>th</sup> day of August, 2015.

Read a third time and finally passed this 5<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Larry C. Adams, CAO/Deputy Clerk

**Schedule "A" to By-law Number 53-2015**

**Municipality of**



**Amendment No. 1 to a Grant Funding Agreement  
under the 2013-14 Source Protection  
Municipal Implementation Fund (SPMIF)**

**AMENDMENT NO. 1  
to a Grant Funding Agreement under the  
2013-14 Source Protection Municipal Implementation Fund (SPMIF\_1314\_047)**

**THIS AMENDMENT NO. 1** made in duplicate, as of the 29<sup>th</sup> day of July 2015,

**BETWEEN:**

**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 grant funding 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** on June 24, 2014, the name of the Ministry of the Environment was changed to the Ministry of the Environment and Climate Change;

**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.1, capitalized words and phrases have their prescribed meaning as set out in the Agreement.
2. The Agreement is amended as follows:
  - (a) 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 on March 31, 2017 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.

- (b) The reference to "December 7, 2015" in Section B.1 (Eligible Activities) of Schedule "B" to the Agreement, is deleted and replaced by "December 5, 2016".
- (c) The chart in Schedule "D" (Reports) is 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
Final Report	December 9, 2016
Other Reports as specified from time to time	On a date or dates specified by the Province.

- 3. This Amendment No. 1 shall be in force from July 29<sup>th</sup>, 2015 and shall have the same expiry or termination date as the Agreement.
- 4. All other terms and conditions of the Agreement shall remain in full force and effect unchanged and unmodified.
- 5. This Amendment No. 1 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. 1 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.

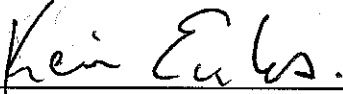
**IN WITNESS WHEREOF** the parties have executed this Amendment No. 1 as of the date first written above.


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

  
\_\_\_\_\_  
Name: Ling Mark  
Title: Director  
Source Protection Programs Branch

Pursuant to delegated authority.

**The Corporation of the Municipality of West Grey**

  
\_\_\_\_\_  
Name: Kevin Eccles  
Title: Mayor

  
\_\_\_\_\_  
Name: ~~Mark Turner~~ Larry C. Adams  
Title: ~~Clerk~~ Acting CAO / Deputy Clerk

I/We have authority to bind the Municipality.