

Ministry of Infrastructure
Office of the Assistant Deputy Minister
Infrastructure Program Design and
Delivery Division

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Ministère de l'Infrastructure
Bureau du sous-ministre adjoint
Division de la conception et de la mise en
œuvre des programmes d'infrastructure

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Toronto (Ontario) M5G 2E5
Téléphone : 416-314-5148
Courriel : adam.redish@ontario.ca



To: COVID stream TP recipient

From: Adam Redish

Re: Transfer payment agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure

Dear Recipient:

As you may be aware, the Government of Canada and the Government of Ontario have recently amended the Integrated Bilateral Agreement that governs the COVID stream to provide additional time for the completion of COVID stream projects.

As such the Ministry is proposing to make the following amendments to the transfer payment agreement between the Province and your municipality (the "Agreement") :

1. Article A.2.1(f) of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Deleted]".
2. Article A.3.2 (Substantial Completion) of the Agreement is hereby deleted in its entirety and replaced with:

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2023.

3. Article A.31.1 (a)(i) of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Deleted]".
4. Article C.1.1 (Project Description) of the Agreement is hereby deleted in its entirety and replaced with:

C.1.1 Project Description. The Recipient will carry out the Project as described in Sub-schedule "C.1" (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for the Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

5. Article D.1.1(a) (Progress Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

D.1.1 (a) Progress Reports. The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:

- (i) Estimated total Eligible Expenditures;
- (ii) Total Eligible Expenditures to date;
- (iii) Progress tracker (e.g. percent completed);
- (iv) Construction Start and end dates (forecasted/actual); and
- (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been Incurred in accordance with the Agreement.

6. Article D.1.1(b) (Claim Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

D.1.1(b) Claim Reports. The Recipient, with respect to the Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement;
- (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
- (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D.1.1(a), if such submission complies with all other terms and conditions of the Agreement.

7. Article E.2.1(b) is hereby deleted in its entirety and replaced with the following:

(b) Costs incurred after December 31, 2023;

8. Article J.4.1 (Timing) is hereby deleted in its entirety and replaced with the following:

J.4.1 Timing. The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project's Substantial Completion.

Except for the amendments provided for in this amending agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

All capitalized terms used in this amending agreement have the meanings ascribed to them in the Agreement.

This amending agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts may be executed either in original or other electronic form and the parties shall adopt any signatures received via email as original signatures of the Parties.

This amending agreement is effective as of the date of signature by the last signing party to this amending agreement.

If you agree to the amendments proposed above, kindly sign at the signature box below and return a copy to the Province by **October 7, 2021**. Upon your signing below, this letter will constitute Amending Agreement No. 1 to the Agreement.

Sincerely,

Adam
Redish

Digitally signed by Adam Redish
DN: cn=Adam Redish, o=Ministry
of Infrastructure,
ou=Infrastructure Program
Design and Delivery Division,
email=adam.redish@ontario.ca,
c=CA
Date: 2021.10.04 14:25:46 -04'00'


Adam Redish
Assistant Deputy Minister
Infrastructure Program Design and Delivery Division

The undersigned hereby agrees to the amendments to the Agreement and the terms and conditions described above and agrees to be bound thereby.

Town of Pelham

Legal name of the Recipient

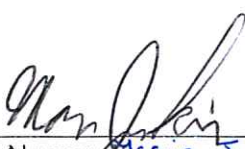
Date



Name: Holly Wilford
Title: Town Clerk

I have authority to bind the Recipient.

Date



Name: Marvin Junkin
Title: Mayor

I have authority to bind the Recipient.