

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW # 4372(2021)

Being a by-law to Authorize the Execution of Rural Economic Development Program Grant Funding Agreement between the Town of Pelham and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs to Funding Provided as follows:

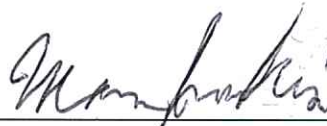
- i. \$15,000 for wayfinding signage for the Rural Economic Development Program (RED)**

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into Ontario Transfer Payment Agreements with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs relating to funding provided to the Municipality for the initiative above-referenced;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement between the Town of Pelham and the Minister of Agriculture, Food and Rural Affairs relating to the Rural Economic Development Program;
- (2) AND THAT the Clerk is hereby authorized to affix the Corporate Seal thereto;
- (3) AND THAT this by-law shall come into force forthwith upon enactment.

ENACTED, SIGNED & SEALED THIS ⁷~~23~~^{Septemberth} DAY OF ~~AUGUST~~, 2021
A.D.


MARVIN JUNKIN, MAYOR


HOLLY WILLFORD, TOWN CLERK

This Amendment is effective as of December 23, 2021

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 CORP OF THE TOWN OF PELHAM
CRA # 108078627

(the "Recipient")

I. BACKGROUND

Ontario and the Recipient (the "**Parties**") entered into an agreement (the "**Agreement**") with an Effective Date of May 4, 2021 under the *Rural Economic Development (RED) program*.

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 June 30, 2023

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 June 30, 2022

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

BUDGET OF PROVINCIAL CONTRIBUTION					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2022-23	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
MAXIMUM PROVINCIAL FUNDS UP TO					\$15,000.00

4. **Revocation and Replacement of Payment of Funds in Section E.1 of Schedule "E".** The date is Section E.1.3 of Schedule E is revoked and replaced with the following:

E.1.3 Final Report Date. The Final Report (Schedule "E.4" of this Agreement) is to be completed and submitted to the Province on or before: October 31, 2022.

5. **Defined Terms.** Any capitalized term used but not defined herein shall have the same meaning given to it in the Agreement.
6. **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



Name: Alan Crawley
Title: Director, Rural Programs Branch

Date: Feb 28, 2022

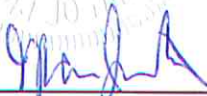
I have the authority to bind the Crown pursuant to delegated authority.

THE CORP OF THE TOWN PELHAM



Name: Holly Willford
Title: Town Clerk

Date: Feb. 7, 2022



Name: Marvin Junkin
Title: Mayor

Date: Feb 7 2022

I/We have the authority to bind the Recipient.