

## **SECOND AMENDING MEMORANDUM OF UNDERSTANDING**

**THIS AMENDING AGREEMENT** made as of the 17<sup>th</sup> day of August, 2022 (the "Second Amending Agreement")

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

(Hereinafter called "Niagara Region")

- and -

**THE CORPORATION OF THE TOWN OF PELHAM**

(Hereinafter called "Pelham")

**WHEREAS** by a Memorandum of Understanding dated the 10<sup>th</sup> day of August, 2020 (hereinafter called the "MOU"), Niagara Region and Pelham agreed to include Pelham in Niagara Region's on-demand transit service pilot project;

**AND WHEREAS** the MOU was amended by Amending Memorandum of Understanding dated August 17, 2021 (the MOU together with the Amending Memorandum of Understanding the "MOU");

**AND WHEREAS** on April 14, 2022, Niagara Region Council approved an extension of the Niagara Region's on-demand transit service pilot project;

**AND WHEREAS** the Parties hereto desire to amend the MOU to extend the term to December 31, 2022.

**NOW THEREFORE** this in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereto agree that the foregoing recitals are true in substance and in fact.
2. The Parties agree to extend the Term of the MOU commencing on August 17, 2022 and ending on December 31, 2022 (the "Final Renewal Term").
3. For the Final Renewal Term, Pelham shall pay to Niagara Region the sum of \$67,500.00 to be made no later than November 1, 2022.
4. Except as otherwise provided in this Second Amending Agreement, all other terms and conditions of the MOU remain unchanged and continue in full force and effect. All capitalized words used in this Amending Agreement have the meaning ascribed to them in the MOU, unless this Second Amending Agreement states otherwise.
5. This Second Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, faxed or electronic form and the Parties adopt any signatures so received as original signatures of the Parties.

6. This Second Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**THE REGIONAL MUNICIPALITY OF NIAGARA**

Per:

\_\_\_\_\_  
Name: Ron Tripp, P. Eng.

Title: Chief Administrative Officer

I have the authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF PELHAM**

Per:

  
\_\_\_\_\_  
Name: MARVIN JUNKIN

Title: MAYOR

  
\_\_\_\_\_  
Name: HOLLY WILLFORD

Title: TOWN CLERK

I/We have authority to bind the Corporation.