



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 10-4542**

**A By-law to authorize the execution of an Amending
Agreement with
Her Majesty the Queen in Right of Ontario
represented by the Minister of Agriculture, Food and Rural Affairs
and The Corporation of the Town of Ingersoll
(OSTAR Infrastructure Initiative – McKeand St. Culvert)**

WHEREAS Council by By-Law No. 06-4292, entered into an agreement with Her Majesty the Queen in Right of Ontario (Minister of Agriculture, Food and Rural Affairs) for the purpose of executing an agreement for the purposes of receiving additional funding for eligible costs to the Town of Ingersoll's approved OSTAR project contract);

AND WHEREAS the Town of Ingersoll wishes to enter into an amending agreement

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute an agreement between Her Majesty the Queen in right of Ontario (Minister of Agriculture, Food and Rural Affairs) and the Town, and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

READ a first and second time in Open Council this 12th day of April 2010.

READ a third time in Open Council and passed this 12th day of April 2010.

THE CORPORATION OF THE TOWN OF INGERSOLL

Paul Holbrough, Mayor

Elaine Clark, Clerk

ADDENDUM

This Addendum made as of the ___ day of _____ 2010.

BETWEEN: Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs

AND: The Corporation of the Town of Ingersoll

WHEREAS an Agreement dated October 5, 2007, was executed by the Town of Ingersoll and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs;

NOW THEREFORE the parties agree to amend the terms and conditions of the Agreement as follows:

1. Schedule "D" (BUDGET – CAPITAL) is repealed and Schedule "D", as attached, is substituted.
2. Schedule "F" (FINANCIAL ASSISTANCE – CAPITAL) is repealed and Schedule "F", as attached, is substituted.
3. All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF the parties have executed this Addendum.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS**

NAME: The Honourable Carol Mitchell
TITLE: Minister of Agriculture, Food and Rural Affairs

DATE

THE CORPORATION OF THE TOWN OF INGERSOLL

NAME: Paul Holbrough
TITLE: Mayor

DATE

Affix
Corporate
Seal

NAME: James Timlin
TITLE: Chief Administrative Officer

DATE



SCHEDULE “D” BUDGET

Complete the following tables:

ESTIMATED COSTS

Project phase	Eligible Costs
1. Construction	\$231,509.31
2. Preliminary engineering (Environmental Assessment, engineering reports)	\$3,632.00
3. Engineering (final design/supervision)	\$5,446.00
4. Project management	\$1,815.00
5. Surveys	
6. Miscellaneous	\$162.00
7. GST (after tax credit)	
8. Sum of (1 to 7)	\$242,564.31
9. Grants from other sources (specify)	
10. Total eligible cost (8 minus 9)	\$198,241.64

CASH FLOW BASED ON ESTIMATED COSTS
TOTAL IN TABLE MUST BE EQUAL WITH LINE 10 OF ESTIMATED COSTS

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct. - Dec.) Q3	(Jan. - March) Q4
2000/01				
2001/02				\$6.00
2002/03	\$548.00	\$1,328.00	\$660.00	
2003/04	\$1,804.00	\$1,183.00	\$192,243.64	
2004/05	\$133.00		\$336.00	
2005/06				
2006/07				
2007/08				
2008/09			44,322.67	

**SCHEDULE “F”
FINANCIAL ASSISTANCE**

Total Eligible Costs:	\$198,241.64
Maximum Financial Assistance:	\$129,743.15
Ontario Maximum Financial Assistance:	\$66,087.15
Federal Maximum Financial Assistance:	\$63,656.00

The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient’s Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. Such report must contain the information required in the Final Report as set out in Section 6.4 of Schedule “A” of this Agreement. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

**OMAFRA COLLABORATES WITH RECIPIENT ON APPROPRIATE MILESTONE
SCHEDULE**
