

This Amendment is effective as of the date of the Province’s execution.

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 Corporation of the Township of South Stormont
(CRA# 874383094)**

(the “Recipient”)

WHEREAS the Province and the Recipient (the “Parties”) entered into an agreement (the “Agreement”) with an Effective Date of March 27, 2018 under the Ontario Community Infrastructure Fund – Application-Based Component;

AND WHEREAS the Parties wish to amend the Agreement;

AND WHEREAS section 3.1 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;

NOW THEREFORE, in accordance with the principles set out above and the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties hereby agree to amend the Agreement under this amending agreement (the “Amendment”) as follows:

1. **Revocation and Replacement of Schedule “D” of the Agreement.** Schedule “D” of the Agreement is revoked and replaced with the Schedule “D” attached to this Amendment.
2. **Defined Terms.** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.
3. **Referential Incorporation Of Certain Provisions In Agreement.** Sections 1.1, 3.1, A1.1, A3.1, A3.2, A22.1, A23.1, A24.1, A25.1, A25.2, A27.1, A30.1, Articles A20, and A26 are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.
4. **Amendment May Be Signed In Counterparts.** This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **The Agreement.** The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to this Amending Agreement, and that all other terms and conditions of the Agreement apply *mutatis mutandis*.

IN WITNESS WHEREOF the Parties have respectfully executed 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: Randy Jackiw
Title: Assistant Deputy Minister

Date

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

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

AFFIX
CORPORATE
SEAL

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

I/We have the authority to bind the Recipient.

**SCHEDULE “D”
PROJECT DESCRIPTION**

The project is for the reconstruction of Cedar Street, from County Road 14 to Fairground Drive, and Fairground Drive, from Cedar Street to County Road 14, and includes vertical curvature improvements, new granular road base, two-lifts of asphalt, new gutter curb, widened pedestrian facilities with concrete sidewalks including proper intersection treatment, and removal and up-sizing of the Cedar Street culvert, including granular bedding, backfill and frost protection. The project also includes the installation of a new storm sewer and catch basins, and the resurfacing of Mill Street, Ash Street and Duval Street.