

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2024-51

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND AGRIBUSINESS. (Rural Economic Development Grant Agreement Amendment)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and His Majesty the King in right of Ontario as represented by the Minister of Agriculture, Food and Agribusiness, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of December, 2024.

Original signed by:

Janet Horner, Warden

Original signed by:

Michelle Dunne, Clerk



This Amendment is effective as of October 30, 2024.

AMENDING AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Agribusiness

(the "Province")

AND

CORPORATION OF THE COUNTY OF DUFFERIN
CRA #106988694

(the "Recipient")

I. BACKGROUND

Ontario and the Recipient (the "**Parties**") entered into an agreement (the "**Agreement**") with an Effective Date of April 3, 2024 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, 2026.

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, 2025.

3. Revocation and Replacement of Incurring Eligible Costs in Section D.2.2 of Schedule “D”. Section D.2.2 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

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2024-25	\$0.00	\$0.00	\$10,625.93	\$10,625.93	\$21,251.86
2025-26	\$10,625.94	\$0.00	\$0.00	\$0.00	\$10,625.94
TOTAL ELIGIBLE COSTS UP TO					\$31,877.80

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 30, 2025.

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

5. 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:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

_____ Date: _____
Name: Alan Crawley
Title: Director, Rural Programs Branch

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

CORPORATION OF THE COUNTY OF DUFFERIN

Original signed by: _____ Date: _____
Name: Darren White
Title: Warden

Original signed by: _____ Date: _____
Name: Michelle Dunne
Title: Clerk

I/We have the authority to bind the Recipient.