BY-LAW NO. 67-2015

Being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to an Amendment No. 2 to a Grant Funding Agreement between the Corporation of the Municipality of Morris-Turnberry and Her Majesty the Queen-In Right of Ontario as represented by the Minister of the Environment and Climate Change

WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 C. 25 as amended, states that; ‘Powers of a natural person – A Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act’;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to amend the grant funding agreement under the Source Protection Municipal Implementation Fund Program, in Ontario, passed the 13th day of December, 2013;

AND WHEREAS, this Amendment No. 2 is attached hereto and forms part of this By-law as Schedule ‘A’;

AND WHEREAS, the Corporation of the Municipality of Morris-Turnberry enacts as follows:

THAT the Mayor and Clerk of the Municipality be and they are hereby authorized to execute and affix the Corporate Seal to sign and execute the Amendment No. 2 to the Grant Funding Agreement between the Corporation of the Municipality of Morris-Turnberry and Her Majesty the Queen-In Right of Ontario for the Source Protection Municipal Implementation Fund Program, in Ontario.

Read a FIRST and SECOND time this 8th day of October, 2015.

Read a THIRD time and FINALLY PASSED this 8th day of October, 2015.

Paul Gowing – Mayor

Nancy Michie – Administrator Clerk-Treasurer
AMENDMENT NO. 2

to a Grant Funding Agreement under the
2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_037)

THIS AMENDMENT NO. 2 made in duplicate, as of the 24th day of September 2015,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of the Environment and Climate Change
(the "Province")
- and -
Corporation of the Municipality of Morris-Turnberry
(the "Municipality")

WHEREAS the parties entered into a grant funding agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the "Agreement");

AND WHEREAS the parties entered into Amendment No. 1 as of February 20, 2015 to include additional eligible activities;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 2, capitalized words and phrases have their prescribed meaning as set out in the Agreement.

2. The Agreement is amended as follows:
   (a) Section 2.1 is deleted in its entirety and replaced with the following:

   2.1 The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2017 unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.
The reference to "December 7, 2015" in Section 8.1 (Eligible Activities) of Schedule "B" to the Agreement, as amended by Amendment No. 1, is deleted and replaced by "December 5, 2016".

The chart in Schedule "D" (Reports) is deleted in its entirety and replaced with the following:

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collaboration Statement (if applicable)</td>
<td>December 12, 2014</td>
</tr>
<tr>
<td>Progress Report 1</td>
<td>December 12, 2014</td>
</tr>
<tr>
<td>Progress Report 2</td>
<td>December 11, 2015</td>
</tr>
<tr>
<td>Final Report</td>
<td>December 9, 2016</td>
</tr>
<tr>
<td>Other Reports as specified from time to time</td>
<td>On a date or dates specified by the Province.</td>
</tr>
</tbody>
</table>

3. This Amendment No. 2 shall be in force from September 24, 2015 and shall have the same expiry or termination date as the Agreement.

4. All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect unchanged and unmodified.

5. This Amendment No. 2 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.
6. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment No. 1 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario
as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director (A)
Source Protection Programs Branch

Pursuant to delegated authority.

Corporation of the Municipality of Morris-Turnberry

Name: Beth Gowing
Title: Mayor

Name: Nancy Michie
Title: Administrator Clerk-Treasurer

We have authority to bind the Municipality.

September 24, 2015