

CANADA – THE CORPORATION OF THE TOWN OF TECUMSEH

RAIL SAFETY IMPROVEMENT PROGRAM

AGREEMENT FOR GRADE CROSSING IMPROVEMENTS

AMENDING AGREEMENT NO. 3

This Amending Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Transport (“Canada”)

AND **THE CORPORATION OF THE TOWN OF TECUMSEH**, continued or incorporated pursuant to the *Municipalities Act* with its headquarters located at 917 Lesperance Road, Tecumseh, N8N 1W9 in the Province of Ontario (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS the Minister of Transport is responsible for the Program entitled the Rail Safety Improvement Program (the “Program”);

WHEREAS the Parties entered into an Agreement dated July 23, 2021, setting out the terms and conditions for Canada’s contribution of eighty percent (80%) of Eligible Expenditures for the roadway work and not more than fifty percent (50%) of the Eligible Expenditures for the railway work up to a maximum of \$1,027,200.00 in federal funding for the Grade Crossing Improvements Project (the “Agreement”) (Registry number 164013);

WHEREAS the Parties entered into an amendment to the Agreement dated January 13, 2022, as contemplated under the Agreement and to reallocate funding between Fiscal Years (“Amending Agreement No. 1”);

WHEREAS the Parties entered into an amendment to the Agreement dated May 12, 2022, as contemplated under the Agreement and to reallocate funding between Fiscal Years (“Amending Agreement No. 2”);

AND WHEREAS the Parties wish to amend the Agreement to extend its duration and reallocate funding between Fiscal Years, among other changes (“Amending Agreement No. 3”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. AMENDMENTS TO THE AGREEMENT

- 1.1 The definition of “Agreement End Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:
“**Agreement End Date**” means September 30, 2025.
- 1.2 The definition of “Final Claim Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:
“**Final Claim Date**” means the earlier of one (1) month after the Project Completion Date and March 31, 2024.
- 1.3 The definition of “Project Completion Date” in Section 1.1 (Definitions) of the Agreement is deleted and replaced by the following:
“**Project Completion Date**” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 1, 2024.
- 1.4 Schedule B.2 (Project and Cashflow) of the Agreement is deleted and replaced by a revised Schedule B.2 (Project and Cashflow), hereto attached as Annex A.

- 1.5 The paragraph Public Information Products of Schedule D (Communications Protocol) of the Agreement is deleted and replaced by the following:

The Parties may jointly develop information kits, brochures, public reports, social media messages and website material for the public about the Project.

2. EFFECT OF AMENDMENTS

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 3, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.
- 2.3 This Amending Agreement No. 3 and all documents contemplated by or delivered under or in connection with this Amending Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.
- 2.4 This Amending Agreement No. 3 will be effective as of the date this Agreement is signed by the last Party.

3. SIGNATURES

This Amending Agreement No. 3 has been executed on behalf of His Majesty the King in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Tecumseh by the Mayor and the Clerk.

HIS MAJESTY THE KING IN RIGHT
OF CANADA

THE CORPORATION OF THE TOWN
OF TECUMSEH

Per: Jonathan Farley
Director, Transportation and
Infrastructure Programs

Per: Gary McNamara
Mayor

Date

Date

Per: Robert Auger
Director Legislative Services & Clerk

Date

ANNEX A**SCHEDULE B.2: PROJECT AND CASHFLOW**

Province	Description of Project (Main technical and financial stages, location, construction methods, etc.)	Estimated Total Project Expenditures	Estimated Total Eligible Project Expenditures	Estimated Contribution by Canada	Estimated contribution to Eligible Expenditures per Party, per Fiscal Year			
					Contributor	2021-22	2022-23	2023-24
ON	Upgrades to existing pedestrian crossing, improvements to road approach, and improvements to crossing surface. Road: Lesperance Road Mileage/Subdivision: Mile 99.31 Chatham-VIA Subdivision Application Date: 2020-07-30	\$1,284,000.00	\$1,284,000.00	\$1,027,200.00	Canada	\$69,286.26	\$70,587.38	\$887,326.36
					Recipient	\$17,321.56	\$17,646.85	\$221,831.59
TOTAL PROJECT		\$1,284,000.00	\$1,284,000.00	\$1,027,200.00	Canada	\$69,286.26	\$70,587.38	\$887,326.36
					Recipient	\$17,321.56	\$17,646.85	\$221,831.59

For greater certainty, Canada's total contribution cannot exceed the amount set out in Section 3.1 (Contribution by Canada).