

## **GRANT AGREEMENT AMENDMENT**

**THIS AMENDMENT** to a **GRANT AGREEMENT** (the “Amendment”) is effective as of the date of last signature below.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF TECUMSEH**

(herein called “**Recipient**”)

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called “**FCM**”)

**WHEREAS:**

- (a) the Recipient and FCM (individually a “Party” and collectively the “Parties”) entered into a Grant Agreement executed on **NOVEMBER 3, 2017** (the “Agreement”);
- (b) The Parties now wish to amend the Agreement.

**NOW THEREFORE**, the Parties hereby agree as follows:

- 1) Section 10.01 of the Agreement is deleted in its entirety and replaced with the following:

“10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2028.
- (c) Upon FCM’s request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.”

- 2) Schedule A of the Agreement is deleted in its entirety and replaced with “**Schedule A – Version 2**” attached as Schedule A to this Amendment and all references to “Schedule A” in the Agreement shall be changed to “Schedule A – Version 2”
- 3) Schedule B of the Agreement is deleted in its entirety and replaced with “**Schedule B – Version 2**” attached as Schedule B to this Amendment and all references to “Schedule B” in the Agreement shall be changed to “Schedule B – Version 2”.
- 4) Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between the Amendment and the Agreement, the terms of this Amendment will prevail.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date written below.**

**THE CORPORATION OF THE TOWN OF  
TECUMSEH**

**FEDERATION OF CANADIAN MUNICIPALITIES**

Per: \_\_\_\_\_  
Name: Laura Moy  
Title: Clerk

Per: \_\_\_\_\_  
Name: Genevieve Thouin  
Title: Director, MCIP

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*I have authority to bind the organization*

Per: \_\_\_\_\_  
Name: Gary McNamara  
Title: Mayor

Date: \_\_\_\_\_

*We have authority to bind the organization*

SCHEDULE A – VERSION 2

**Schedule A**  
**Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 1 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 1 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

**Schedule A**  
**Part 2 Description of Project, Statement of Work and Project Expenditures**

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 15234  
Project Title: Town of Tecumseh Storm Drainage Master Plan  
Project Sector: Water  
Project Type: Feasibility Study

**Project summary**

In September of 2016, the Town of Tecumseh experienced significant flooding due to a 100 year storm event that overwhelmed the existing storm sewer and pumping stations. The Insurance Bureau of Canada estimated losses for the flooding at approximately \$145-million. In response to this event, the town will conduct a vulnerability assessment of the current storm drainage network, including eight pump stations, the storm sewer system and the overland flow system. The local Essex Region Conservation Authority is supporting the study, and it is a municipal strategic priority to update the existing storm infrastructure where needed to ensure an adequate level of service to residents.

The focus of the storm drainage Master Plan study will be on the most populated section of the town (approximately 1,282 hectares). The first phase of the study will include a Public Information Centre (PIC) session for local residents. This will kick-start the development of one and two dimensional models of the existing drainage system, including storm sewers, municipal drains and an overland roadway network under a range of storm scenarios. This existing conditions model will review the current level of service of each system and identify any constraints. Based on rainfall data collected during the storm event, a subsequent simulation of the 2016 event under existing conditions will qualify model results. A future conditions model will also assess the vulnerability of service areas under climate change (assuming a 20% increase in precipitation), presenting storm sewer improvement options and potential increases in levels of municipal services. The second phase of the project returns to local residents with the proposed remedial flooding solution designs, and the latter PIC session informs the final recommendations to the Town's council.

The project will follow the requirements of a Municipal Class Environmental Assessment (EA) study. This will include coordination with agency stakeholders and First Nations, posting of study information and project updates on the Town website, a notice of commencement to residents and local agencies, meetings to receive input on recommended solutions, and a notice of completion of the initiative.

Specific deliverables of the study will include the review of low lying areas for attenuation of runoff volume from large storm events and solutions to address limitations in overland conveyance and excessive surface ponding. Pumping station upgrades, storm sewer improvements, major system storage and conveyance upgrades and consideration of green infrastructure as potential solutions for lot-level volumetric controls will also form essential elements of the study. The master plan will form a key component of the Town's broader program of sustainable infrastructure solutions that contribute to reducing the risks and impacts of flooding.

Project Start Date	Project End date
18/Apr/2017	30/Jun/2019

Phases	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditures (\$)
<b>Phase 1: Background Investigation, Model Development, Initial Analysis and Flood Design Options</b>	18/Apr/2017	01/Dec/2017			
<p><b>Milestone:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session.</p>					
Background Investigation and Summary Report			23,700		<b>23,700</b>
Desktop Assessment of Town Flood Vulnerable Areas and Problem Area Identification and Existing Conditions Review			33,200		<b>33,200</b>
Subcatchment Delineation and Major/minor Connectivity			27,200		<b>27,200</b>
Identify Subcatchment Parameters (Impervious, width, slope, etc)			23,000		<b>23,000</b>
Identify Surface Depression Volumes on Private Property (Through LiDAR)			25,000		<b>25,000</b>
Storm Sewer Design (1:2 & 1:5yr ) for Coronado Area and Outlet Analysis			10,500		<b>10,500</b>
Develop Dual Drainage 1D PCSWMM Model with 2D Elements for Areas of Flood Concern			50,000		<b>50,000</b>
Develop and Analyze Town Wide Course Level 2D PCSWMM Model (from LIDAR) to Assess Overland Flow Routes and Areas of Flood Vulnerability			10,500		<b>10,500</b>
Analysis of Scenario A: St. Marks and Skully service area and PS Design Option 1 & 2			7,200		<b>7,200</b>
Analysis of Scenario B: St. Marks and Skully service area and PS Design Option 1 & 2			6,200		<b>6,200</b>
Analysis of Peter Cecile service area and PS Design Option			4,900		<b>4,900</b>
Analysis of Coronado Area and STM Design			5,800		<b>5,800</b>
Analysis of Remaining 5 Service Areas and PS Designs			19,600		<b>19,600</b>
Remedial Flood Measure and Design Analysis			19,600		<b>19,600</b>
Review of Potential Upgrades to E.&W. St. Louis and Lesperance PS			8,600		<b>8,600</b>
Alternative Flooding Solutions			15,000		<b>15,000</b>
Review and Analysis of Flood Solutions for PIC #1 (max, 12 solutions)			11,900		<b>11,900</b>
Public Information Centre 1			26,900		<b>26,900</b>
<b>Phase 1 Subtotals</b>			<b>\$328,800</b>	<b>\$0</b>	<b>\$328,800</b>

<b>Phase 2: Refined Model Analysis and Recommended Remedial Flooding Solution Design</b>	01/Dec/2017	01/May/2018	
<b>Milestone:</b> Based on the feedback from the first PIC, additional model analysis will be completed to further detail and determine recommended remedial flooding solutions for each pump station service area. Completion of Phase 2 will entail a second Public Information Centre (PIC) in which local residents will be able to review the recommended flooding solutions throughout the overall Study Area and provide any additional recommendations or concerns. The major deliverable for Phase 2 will include all PIC#2 documents and a summary of the recommended flooding solutions for each pump station service area completed for the second public engagement session.			
Performance Modelling and Analysis of preferred Remedial Flood Design Solutions		20,300	<b>20,300</b>
Remedial Flood Measure Performance based on Climate Change		7,100	<b>7,100</b>
Pump Station Upgrades and Design		24,800	<b>24,800</b>
Public Information Centre 2		26,900	<b>26,900</b>
<b>Phase 2 Subtotals</b>		<b>\$79,100</b>	<b>\$0</b>
<b>Phase 3: Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion</b>	01/May/2018	30/Jun/2019	
<b>Milestone:</b> Based on the feedback from the second PIC, the recommended remedial flooding solution designs for each pump station service area will be completed for draft and final submission to the municipality. This major deliverable includes costing of the recommended remedial flooding measures and a cost/risk assessment. The final deliverable will be a Tecumseh Stormwater Drainage Master Plan Report and Notice of Completion.			
Costing of Conceptual Remedial Flood Measures		15,400	<b>15,400</b>
Cost/Benefit and Risk Assessment of Remedial Flood Measures		13,600	<b>13,600</b>
Level of Protection and System Performance of Remedial Flood Measures		8,000	<b>8,000</b>
Quality Assurance and Quality Control		6,700	<b>6,700</b>
Impact Assessment		12,600	<b>12,600</b>
Draft Report		31,300	<b>31,300</b>
Final Report		11,700	<b>11,700</b>
Notice of Completion		4,800	<b>4,800</b>
<b>Phase 3 Subtotals</b>		<b>\$104,100</b>	<b>\$0</b>
<b>Total Expenditures</b>		<b>\$512,000</b>	<b>\$0</b>

<b>Total Eligible Expenditures</b>	<b>\$512,000</b>
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**Schedule A**  
**Part 3 Reporting Requirements and Project Deliverables**

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of each report is as provided in Part 2 of Schedule C.

<b>Name of Report</b>	<b>Due Date:</b>	<b>Content</b>
Final Report: Phases 1 to 3	30/Jul/2019	<ul style="list-style-type: none"> <li>- <b>Milestone 1:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session.</li> <li>- <b>Milestone 2:</b> Refined Model Analysis and Recommended Remedial Flooding Solution Design</li> <li>- <b>Milestone 3:</b> Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion</li>   <li>- Please refer to schedule C for instructions</li> </ul>
Completion Report	30/Jul/2019	<ul style="list-style-type: none"> <li>Summary of FinalReport (Milestones 1 to 3)</li> <li>- Please refer to schedule C for instructions</li> </ul>

SCHEDULE B – VERSION 2

**Schedule B**  
**Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of one hundred seventy five thousand dollars (\$175,000); or

eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.



**Schedule B**  
**Part 2 Particulars of the Sources of Funding**

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

<b>Funding source</b>	<b>Description</b>	<b>Confirmed (Y/N)</b>	<b>Date committed DD-MMM-YYYY</b>	<b>Amount (\$)</b>	<b>% of total budget</b>
<b>FCM Grant</b>	<b>Grant</b>	<b>Y</b>	<b>24-May-2017</b>	<b>\$175,000</b>	<b>34%</b>
<b>Town of Tecumseh</b>	<b>Cash</b>	<b>Y</b>	<b>30-May-2017</b>	<b>\$337,000</b>	<b>66%</b>
<b>Total funding:</b>				<b>\$512,000</b>	<b>100%</b>
<b>[Must equal budget total expenditures]</b>					

<b>Budget total expenditures</b>	<b>\$512,000</b>
<b>Budget total Eligible Expenditures</b>	<b>\$512,000</b>

## Schedule B

### **Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/ERR/Final Report and a Request for Contribution.

The Milestone Report/ERR/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
<b>Final Report:</b> Phases 1 to 3	30/Jul/2019	-	-	-
<b>Completion Report</b>	30/Jul/2019	30/Aug/2019	\$175,000	100%

### **Period of Funding.**

The Period of Funding is defined as the period between Project Start Date and 90 days after the Project End Date as set out in Part 2 of Schedule A.