

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2022-50

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AMENDING AGREEMENT TO THE DESIGN BUILD FINANCE OPERATE AND
MAINTAIN AGREEMENT WITH GREENFIELD GLOBAL INC."**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS Municipal Council passed bylaw 2008-09 to execute an agreement with Greenfield Johnstown Limited Partnership, by its General Partner, Greenfield Johnstown G.P Inc. (now Greenfield Global Inc.), for a contract to design, build, finance, operate, and maintain a system to take water from the St. Lawrence River and deliver it to the ethanol production facility in Johnstown; and

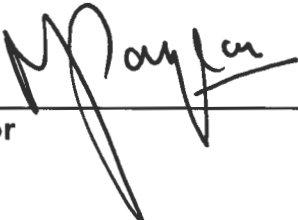
WHEREAS Municipal Council deems it desirable to amend bylaw 2008-09 by executing an amending agreement to the design, build, finance, operate, and maintain for the raw water supply system with Greenfield Global Inc.

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Amending Agreement to the Design, Build, Finance, Operate, and Maintain Agreement with Greenfield Global Inc., attached hereto as Schedule "A" and forming part of this bylaw.
2. That all other provisions of bylaw 2008-09 shall remain in force and effect.
3. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 25 day of July, 2022.

Read a third and final time, passed, signed and sealed in open Council this 25 day of July, 2022.



Mayor



Clerk

Amendment #1 to Design Build Finance Operate and Maintain Agreement

DATED June 21, 2022

This is Amendment # 1 (RWSS Upgrade) to the Design Build Finance Operate and Maintain Agreement as authorized by Bylaw 2008-09 and executed on March 3, 2008 between Township (defined below) and GGI (defined below) (the "Original Agreement")

BETWEEN:

TOWNSHIP OF EDWARDSBURGH CARDINAL ("Township")

-and-

GREENFIELD GLOBAL INC. ("GGI")

WHEREAS Greenfield Johnstown Limited Partnership, by its General Partner, Greenfield Johnstown G.P. Inc. and the Township of Edwardsburgh Cardinal entered into the Original Agreement;

WHEREAS Greenfield Johnstown Limited Partnership's successor in interest under the Original Agreement is GGI;

WHEREAS Schedule A of the Original Agreement listed the capacity performance requirement at 2600 m³/day; and

WHEREAS the current capacity of 2600 m³/day is insufficient to meet the forecasted demand capacities of both parties; and

WHEREAS both parties mutually agree that upgrades to the raw water supply system "(RWSS)" are required and both parties will share in the associated Capital Costs;

NOW THEREFORE the Township and GGI agree to the following:

PROJECT TIMING

GGI will provide 30 days' notice to the Township of the date that the RWSS will be completed, commissioned and operational. The current projected date is 30 September, 2022, but the Township and GGI agree that GGI may provide any date prior to December 31, 2022.

LEAD AGENCY

GGI will be the primary lead in coordinating the upgrade and responsible for the design, procurement, installation and commissioning phases of the project.

UPGRADE OVERVIEW

The upgrades include a pump configuration of (2) two new duty pumps and (1) one new standby pump, process and electrical upgrades consistent with Scenario 4C outlined by WSP in the draft document 201-04879-02 TWPEC PS Proposed Operational Scenario Summary dated June 9th, 2022.

CM-012-01 Bid Review (Laframboise Quoted column) and attached as Schedule A.

CAPITAL COST ESTIMATE AND ALLOCATION

The estimated capital cost to complete the work is \$650,012 (including 10% external engineering) plus applicable taxes. GGI will contribute \$416,007.68 (64%) and the Township will contribute \$234,004.32 (36%) before applicable taxes based on above cost estimate.

GGI will invoice the Township for their share upon substantial completion of the project based on actual costs. If actual costs exceed the estimated capital cost, the actual costs will be shared GGI (50%) and Township (50%) to a total capital cost upset limit of \$ \$780,014.40. A variance report will accompany the invoice that outlines the differences between the cost estimate to actuals.

CAPACITY ALLOCATION

The modelled capacity allocation upon upgrade completion will provide GGI with 4,412 m³/day and the Township with 3,500 m³/day in total.

ONSITE WORK

GGI will provide a rough schedule for onsite work and make reasonable attempts to provide 48 hours advanced notice to the Township.

Where a conflict arises between policy, procedures or work instructions related to health and safety, the more restrictive policy, procedures or work instruction will apply.

DOCUMENTATION

A full set of as-built drawings, manuals, and programs will be provided to both parties.

CAPITAL COST FEES

The parties acknowledge that all Capital Cost Fees as outlined in Section 8.2 to 8.7 of the Original Agreement have been paid by GGI.

TERM

In addition to the Renewal Period set out in the Original Agreement, GGI shall be granted two additional renewal periods, at GGI's sole discretion, each term being ten years, provided that written notice of its intent to renew is provided at least two years prior to the expiration of the immediately previous renewal period. For greater certainty, this means that GGI has options to renew until September 30, 2058.

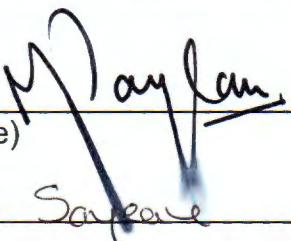
MISCELLANEOUS

All terms not defined herein shall have the meanings given to them in the Original Agreement.

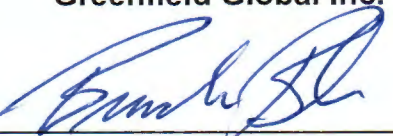
As and from the date of this Amendment #1, all references in any other document(s) to the Original Agreement shall be construed as references to the Original Agreement as amended hereby. Except as expressly amended hereby, each and every provision of the Original Agreement shall continue in full force and effect and is hereby confirmed, and all rights and obligations of the parties thereunder shall not be affected in any manner except as specifically provided for in this Amendment #1.

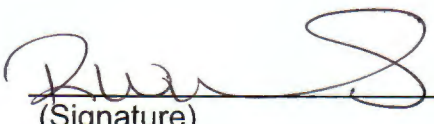
IN WITNESS WHEREOF the Parties have executed this agreement by their respective officers duly authorized on that behalf and with binding authority:

Township of Edwardsburgh Cardinal


(Signature)
Patrick Sargeant
(Name)
Mayor
(Title)
July 27, 2022
(Date)

Greenfield Global Inc.


(Signature)
Brendan Bland
(Name)
Plant Manager
(Title)
2-Aug-2022
(Date)


(Signature)
Rebecca Williams
(Name)
Clerk
(Title)
July 27, 2022
(Date)