

## **CANADA – THE CITY OF SAINT JOHN**

### **GREEN AND INCLUSIVE COMMUNITY BUILDINGS PROGRAM AMENDING AGREEMENT NO. 1 FOR CARNEGIE BUILDING HVAC AND LIGHTING UPGRADE**

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada (“Canada”)

**AND** **THE CITY OF SAINT JOHN**, continued or incorporated pursuant to *the Local Governance Act* (the “Recipient”),

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

#### **RECITALS**

**WHEREAS** the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada is responsible for the Program entitled the Green and Inclusive Community Buildings Program (the “Program”);

**WHEREAS** the Recipient has submitted to Canada an application for the funding of the Project which qualifies for support under the Program;

**WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**WHEREAS** The Parties entered into an Agreement dated June 29, 2023;

**AND WHEREAS** The Parties wish to amend the Agreement to extend the timeline of the Agreement and update standard clauses.

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

## **1. AMENDMENTS TO THE CONTRIBUTION AGREEMENT**

### **1.1 SECTION 1 (INTERPRETATION) PARAGRAPH 1.1 (DEFINITIONS):**

**Replace:**

**“Agreement End Date”** means March 31, 2026 unless terminated earlier in accordance with this Agreement.

**With:**

**“Agreement End Date”** means March 31, 2029 unless terminated earlier in accordance with this Agreement.

### **1.2 SCHEDULE C (REPORTING REQUIREMENTS) PARAGRAPH C.2 (ANNUAL REPORT):**

**Replace:**

ix. Details of the funds and their management, including:

- An updated Project budget forecast and cashflow for the next fiscal period; and
- Summary of total actual expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project; and
- Audited financial statements for the period in question, if requested by Canada;

**With:**

ix. Details of the funds and their management, including:

- An updated Project budget forecast and cashflow for the next fiscal period;
- Summary of Eligible Expenditures for the Project;
- Summary of funding received through other sources; and
- Audited financial statements for the period in question, if requested by Canada;

## **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. 1, 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. 1 may be executed and delivered in 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 will together, when attached, constitute one and the same original Amending Agreement No. 1 and will form part of the Agreement.

2.4 This Amending Agreement No. 1 shall be effective as of the date this agreement is signed by the last Party.

3. SIGNATURES

This Amending Agreement No. 1 has been executed on behalf of His Majesty the King in right of Canada by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada and on behalf of The City of Saint John by the Mayor and City Clerk.

HIS MAJESTY THE KING IN  
RIGHT OF CANADA

THE CITY OF SAINT JOHN

\_\_\_\_\_  
Per: Bogdan Makuc  
Director General  
Resilient and Innovative Communities

\_\_\_\_\_  
Per: Her Worship Donna Noade  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Jonathan Taylor  
City Clerk

\_\_\_\_\_  
Date