

THIS RENEWAL AGREEMENT made the____day of December, 2018.

BETWEEN:

THE CITY OF SAINT JOHN, having its offices at the City Hall Building at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "**City**"

OF THE FIRST PART

- and -

YMCA OF GREATER SAINT JOHN INC., a corporation incorporated under the laws of the Province of New Brunswick, having its registered office in Saint John, and Province of New Brunswick, hereinafter called the "**YMCA**"

OF THE SECOND PART

WHEREAS:

1. Pursuant to a Common Council resolution adopted on July 15, 2013, the City and the YMCA entered an agreement dated the 26th day of August, 2013, to operate, manage and provide recreational, childcare and community use programs at M. Gerald Teed Memorial School, 99 Daniel Avenue and 151 Black Street, Saint John, New Brunswick (the "Agreement").
2. The Saint John YM-YWCA Inc. changed its name by Supplementary Letters Patent filed under the New Brunswick *Companies Act* on December 23, 2013 to YMCA of Greater Saint John Inc.
3. Pursuant to a Common Council resolution adopted on February 16, 2015, the City and the YMCA renewed the said Agreement by Agreement dated February 23, 2015.
4. Pursuant to a Common Council resolution adopted on December 16, 2016, the City and the YMCA again renewed the said Agreement by Agreement dated as of December 17, 2016.
5. Pursuant to a Common Council resolution adopted on December 12, 2017, the City and the YMCA again renewed the said Agreement by Agreement dated as of December 31, 2017.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

- (i) That the Agreement between the parties dated the 26th day of August, 2013, as from time to time renewed, shall continue in full force and effect on the same terms and conditions therein set out, except that the fees for the Services for the Contract Year 2019 shall be \$52,780.00 (HST included), payable in two (2) installments of \$26,390 .00 each, one on January 1, 2019 and the other on July 1, 2019.
- (ii) The fees for the Services for the Contract Year 2020 shall be \$53,572.00 (HST included), payable in two (2) installments of \$26,786 .00 each, one on January 1, 2020 and the other on July 1, 2020. For greater certainty, should a Dispute arise over the fee for the Services for the Contract Years 2019 – 2020, the matter shall be referred to Dispute Resolution.
- (iii) The Agreement shall be for a term of two (2) years from January 1, 2019 to midnight of December 31, 2020;
- (iv) The Agreement shall remain in full force and effect, except as hereby varied and as to any further right to renew;
- (v) This Agreement, and the Agreement as previously renewed, together constitute the entire agreement between the parties.
- (vi) IN WITNESS WHEREOF The City of Saint John has hereto fixed in its corporate seal and caused these presents to be executed by its duly authorized officers in the manner prescribed by the Municipalities Act, R.S.N.B. 1973, c. M-22, and amendments thereto, and the YMCA of Greater Saint John Inc. has caused these presents to be executed by its President and Chief Executive Officer as of the day and year first written above.

SIGNED, SEALED & DELIVERED
in the presence of:

THE CITY OF SAINT JOHN

Mayor

Common Clerk

Common Council Resoluiton:
December ____, 2018

**YMCA OF GREATER SAINT
JOHN INC.**

Shilo Boucher, C.A.
President and Chief Executive Officer

**PROVINCE OF NEW
BRUNSWICK COUNTY OF
SAINT JOHN**

I, **SHILO BOUCHER, C.A.**, of the Town of Grand Bay-Westfield and Province of New Brunswick, **MAKE OATH AND SAY:**

1. THAT I am the President and Chief Executive Officer ("CEO) of the YMCA of Greater Saint John Inc., and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to.
2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of YMCA OF GREATER SAINT JOHN INC., is the corporate seal of the said YMCA OF GREATER SAINT JOHN INC., a party named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.
3. THAT the signature "Shilo Boucher" subscribed to the said instrument is my signature and as President and CEO, I am duly authorized to execute the said instrument.
4. THAT the said document was executed as aforesaid at the City of Saint John in the Province of New Brunswick on the day of _____, 2018.

SWORN TO before me at the City
of Saint John, County of Saint
John and Province of New
Brunswick
the day of _____
2018

Commissioner of Oaths

Shilo Boucher,
C.A. President and
CEO