

AMENDING AGREEMENT #02

This Amending Agreement is made as of March 16, 2023

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA,**
 (“His Majesty”) hereby represented by the Minister responsible for the
 Federal Economic Development Agency for Southern Ontario
 (“Minister”)

AND: THE CORPORATION OF THE CITY OF PORT COLBORNE
 (“Recipient”) a **municipal government** established under the laws of
Ontario

(collectively referred to as the “**Parties**”)

WHEREAS the Minister and the Recipient entered into a contribution agreement made as of October 15, 2021; and amending agreement #1 made as of December 31, 2021; under the *Canada Community Revitalization Fund* (“*Contribution Agreement*”), whereby the Minister agreed to make a non-repayable contribution to the Recipient in the maximum amount of \$750,000 in support of the Recipient’s Eligible Costs (as defined herein) of the Project; and

WHEREAS the Parties wish to amend the Contribution Agreement as specified in Section 3 hereof,

NOW THEREFORE in consideration of their respective obligations contained herein, the Parties agree to the following:

1. Interpretation

All capitalized terms used and not otherwise defined herein will have the meanings given to them in the Contribution Agreement.

2. Execution

This Amending Agreement must be executed by the Recipient and received by the Minister within 5 days of its signature on behalf of the Minister.

3. Amendment

3.1 In the Contribution Agreement, Section 2.1 – Definition, Completion Date and Definition Program Completion Date are hereby deleted and replaced with the following:

Completion Date means the Project Completion date, February 29, 2024.

Program Completion Date means March 31, 2024.

3.2 In the Contribution Agreement, Annex 1 – Statement of Work is hereby deleted and replaced by a new Annex 1 – Statement of Work attached hereto as Schedule 1

4. **General**

- 4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provisions of such agreements were contained in one instrument.
- 4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.
- 4.3 This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.
- 4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.
- 4.6 This Amending Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement through duly authorized representatives.

Project #: **1000288 – Amending Agreement #02**

HIS MAJESTY THE KING IN RIGHT OF CANADA,

Per: _____

Tania Zoldak, Acting Manager
Canada Community Revitalization Fund
Federal Economic Development Agency
for Southern Ontario

CORPORATION OF THE CITY OF PORT COLBORNE,

Per: _____

William C. Steele
Mayor

Date: _____

I have authority to bind the corporation.

Per: _____

~~Nicole Rubli~~
Acting City Clerk

Date: _____

I have authority to bind the corporation.

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SCHEDULE 1

Annex 1

CANADA COMMUNITY REVITALIZATION FUND

STATEMENT OF WORK
1000288 – THE CORPORATION OF CITY OF PORT COLBORNE

Primary Project Location: 11 King Street, Port Colborne, ON L3K 4E6
Project Start Date: April 19, 2021
Project Completion Date: February 29, 2024

Project Description/Purpose/Objective

OBJECTIVE

By February 29, 2024, the City of Port Colborne will have site preparation completed for a future multi-purpose facility at 11 King Street, Port Colborne. This project will revitalize a key section of the downtown core to provide a much-needed, year-round space for indoor community gatherings.

ACTIVITIES

Activity	Estimated Completion Date
Demolition of City public works building, phase one architecture drawings, and phase one environmental site assessment	December 2021
Phase two architectural plan & design	November 2022
Site preparation, phase two environmental site assessment, designated substance survey report, and substance abatement/site remediation	February 2024

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

Expected Results of the Project

- City of Port Colborne has a prepared site to enable the construction of a future year-round space for indoor community gatherings.
- The Recipient ensures that the infrastructure asset related to the Project will be completed and remain open, available and accessible to the public.

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Key Project Impacts

Mandatory Indicators

Measurement	At Project End
Total cash leveraged	\$ 250,000
Number of community public spaces created	1
Number of community public spaces expanded	0
Number of community public spaces improved	0

Jobs (Mandatory)

Jobs	Number of full-time equivalents ¹				Total
	Created		Maintained ²		
	Permanent ³	Temporary ⁴	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0
<div><div>¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.</div><div>²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.</div><div>³Permanent job is a position without a fixed end date.</div><div>⁴Temporary job is defined as a temporary or contract position with a fixed end date.</div></div>					

Project Costs & Financing

COSTS	Eligible & Supported ^{1,2}		Eligible & Not Supported	Ineligible	Total	
CAPITAL COSTS						
Facility construction/renovations ⁵	\$ 460,000	46.0%	\$ 0	\$ 0	\$ 460,000	46.0%
Equipment purchases/installation	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Other Capital Costs	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
NON-CAPITAL COSTS						
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Expertise (consulting, contract) ⁶	\$ 540,000	54.0%	\$ 0	\$ 0	\$ 540,000	54.0%
Other Non-Capital Costs	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 1,000,000	100.0%	\$ 0	\$ 0	\$ 1,000,000	100.0%

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 750,000	75.0%			\$ 750,000	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 250,000	25.0%	\$ 0	\$ 0	\$ 250,000	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
TOTAL	\$ 1,000,000	100.0%	\$ 0	\$ 0	\$ 1,000,000	100.0%

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR ³	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2021-22	\$ 165,000	\$ 123,750	75%
2022-23	\$ 322,881	\$ 242,161	75%
2022-23	\$ 512,119	\$ 384,089	75%
TOTAL	\$ 1,000,000	\$ 750,000	75%

STACKING CALCULATION	Eligible Capital Costs	Eligible Non-Capital Costs
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Total Eligible Costs ⁴	\$ 460,000	\$ 540,000
Total Government Contributions	\$ 460,000	\$ 540,000
Stacking %	100.0%	100.0%
Stacking Limit	100.0%	100.0%

- Notes:
- Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
 - The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
 - FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
 - Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
 - Facility construction/renovations costs including but not limited to demolition, excavation, site preparation and servicing, environmental assessments, designated substance survey report, remediation, building foundation, concrete, framing and other building construction costs.
 - Expertise costs including but not limited to architecture design, development concept and engineering consulting fees.

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