

Bill No. 89
2019

By-law No. A.- _____ - ____

A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to amend an agreement with Trojan Technologies Group ULC (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being an Agreement between the City and Trojan Technologies Group ULC. is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 5, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – March 5, 2019
Second reading – March 5, 2019
Third reading – March 5, 2019

Schedule "A"

THIS AMENDING AGREEMENT made this ____ day of _____.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter the "City")

-and-

TROJAN TECHNOLOGIES

(hereinafter "Trojan")

WHEREAS the City owns and operates a water pollution control plant at Westminster Pollution Control Plant (the "Westminster PCP") located at 3225 Dingman Drive, London, Ontario.

AND WHEREAS Trojan has requested permission to maintain an ultra-violet testing facility at Westminster PCP (the "W-Facility") for the purposes of conducting research and development projects within the Westminster PCP and the City is agreeable to permitting Trojan to operate the W-Facility as set out herein rent-free, provided Trojan agrees to pay the utility and other costs associated with the operation;

AND WHEREAS the City and Trojan entered into an Agreement on August 31, 2011 ("Agreement") for a term of ten (10) years;

AND WHEREAS the parties wish to amend the Agreement to extend the term of the Agreement;

NOW THEREFORE THE AMENDING AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements set forth, the parties covenant and agree, to and with each other, as follows:

1. Sub article 1(b) of the Agreement is deleted and replaced with the following:
 "Permit Trojan to operate the W-Facility at Westminster PCP for a term of twenty (20) years, commencing upon execution of this agreement (the "Term"). Trojan shall have unfettered discretion to cease operating the W-Facility any time prior to the expiration of the Term if it so chooses, in which case this agreement shall be terminated and all rights and obligations relating thereto shall be as if the said term had expired;"

IN WITNESS OF WHICH the parties have executed this agreement the day and year first above written.

The Corporation of the City of London

Trojan Technologies

Mayor

I have the authority to bind the Corporation

City Clerk