

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and
Community-Wide Services

Subject: Kinsmen Recreation Centre Contribution Agreement

Date: February 22, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on March 7, 2023, to:

- a) approve the Green and Inclusive Community Buildings (GICB) Program Contribution Agreement for Kinsmen Arena Deep Energy Retrofit, attached as Schedule A to the proposed by-law, (the “Agreement”) between His Majesty the King in Right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities for the Government of Canada and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to approve further Amending Agreements to the above-noted Contribution Agreement; and,
- d) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under this Agreement.

Executive Summary

This report recommends that The Corporation of the City of London enter into the Green and Inclusive Community Buildings Program Contribution Agreement for the Kinsmen Arena Deep Energy Retrofit between His Majesty the King in Right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”) and The Corporation of the City of London (the “Recipient”), attached as Schedule A to the proposed by-law.

Linkage to the Corporate Strategic Plan

The Green and Inclusive Community Buildings Program funding is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

- Building a Sustainable City – London’s infrastructure is built, maintained, and operated to meet the long-term needs of our community.

Analysis

1.0 Discussion and Considerations

1.1 Background and Purpose

In April 2021, the Government of Canada announced the opening of the Green and Inclusive Community Buildings (GICB) Program funding as part of the Strengthened Climate Plan. The five-year \$1.5 billion Green and Inclusive Community Buildings Program supports green and accessible retrofits, repairs or upgrades of existing public community buildings and the construction of new publicly accessible community buildings that serve high-needs, and underserved communities across Canada.

The Program is also intended to advance the Government’s climate priorities by improving energy efficiency, reducing Green House Gas emissions (GHG), and enhancing the climate resilience of community buildings.

On May 12, 2022, The Corporation of the City of London was made aware that the Kinsmen Arena Deep Energy Retrofit project was successful in receiving funds through the Program, and a subsequent in-person funding announcement with federal and local leaders took place on July 28, 2022 at Kinsmen Recreation Centre.

Summary of the Kinsmen Recreation Centre Deep Energy Retrofit Project

The total projected estimated cost of the project is \$2,737,404, with the GICB contribution/federal share being \$2,189,923, or 80%. The City of London contribution is \$547,481, or 20%.

Detailed design and planning will take place throughout 2023 and 2024 with most of the construction taking place in 2025. Construction activities that will be undertaken to complete the project, include:

- Renewal of existing hydronic distribution, building automation systems and HVAC infrastructure.
- Construction of a new central heat pump plant.
- Installation of electric charging infrastructure for ice resurfer and mobility charging stations.
- Installation of a new modified bitumen roof and structural upgrades that will support for future solar PV.

A baseline energy audit was performed. This project is expected to significantly increase the energy efficiency of the facility with anticipated energy reduction of 43.1%. This project is also expected to reduce Green House Gas (GHG) emissions by 166.7 tons.

2.0 Financial Impact/Considerations

There is no financial impact to the City of London when entering into the Green and Inclusive Community Buildings (GICB) Program Contribution Agreement for the Kinsmen Recreation Centre Arena Deep Energy Retrofit as the municipal share is from existing approved capital budgets for life-cycle renewal (LCR) at this location.

Risk Management reviewed the Agreement and noted that in Section 16.2 and 16.3 Limit of Liability and Indemnity, the City is required to indemnify and hold harmless Canada from and against any loss or proceeding, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties. Although this clause exposes the City to risk, the benefits of the agreement outweighs the risks.

Conclusion

This report introduces a by-law to seek approval of the Green and Inclusive Community Buildings Program Contribution Agreement between His Majesty the King in Right of Canada as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities and authorizes the Mayor and the City Clerk to execute the agreement.

Prepared by: Jon-Paul McGonigle, Director, Recreation and Sport

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

c: Lynda Stewart, Director, Fleet and Facilities, Finance Supports
Alan Dunbar, Manager III, Financial Planning and Policy, Finance Supports
Jason Davies, Manager III, Financial Planning and Policy, Finance Supports
Jason Wills, Manager III, Risk Management, Legal Services
Vanetia R., Solicitor I, Legal Services
Doug Drummond, Financial Business Administrator, Finance Supports

Appendix A:

Bill No.
2023

By-law No.

A by-law to approve and authorize the execution of the Green and Inclusive Community Buildings Program Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities and The Corporation of the City of London

WHEREAS subsection 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 subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. Green and Inclusive Community Buildings Program Contribution Agreement (the "Agreement") between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Green and Inclusive Community Buildings Program Contribution Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to approve and execute any further Amendments to the Agreement if the Amendments are substantially in the form of the Agreement, approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

Schedule A: Green and Inclusive Community Buildings (GICB) Program, Contribution Agreement for Kinsmen Arena Deep Energy Retrofit

**CANADA – THE CORPORATION OF THE CITY OF LONDON
GREEN AND INCLUSIVE COMMUNITY BUILDINGS PROGRAM
AGREEMENT FOR KINSMEN ARENA DEEP ENERGY RETROFIT**

This Agreement is made as of the date of last signature

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 Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

AND **THE CORPORATION OF THE CITY OF LONDON**, continued or incorporated pursuant to the *Charter of the City of London* (the “Recipient”),

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

RECITALS

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities 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;

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

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

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

“**Annual Report**” means the report described in Schedule C.2.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds

contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“Asset Disposal Period” means the period commencing from the Effective Date and ending six (6) years after the Project Completion Date.

“Communications Activity” or **“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Community Employment Benefits” means the benefits as described in Schedule B.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Fair Value” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“Final Claim Date” means a date that is no later than six (6) months after the Project Completion Date and three (3) months before the Agreement End Date.

“Final Report” means the report described in Schedule C.3.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Interim Report” means the report described in Schedule C.1.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Non-owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Program Application Form” means the Project’s Program funding application information provided through Infrastructure Canada’s online and accessible Program application portal using identification number AP-000000397.

“Project” means the project as described in Schedule B (The Project).

“Project Approval Date” means May 12, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Completion Date” means the date as confirmed by Recipient to Canada, at which all funded activities of the Project under this Agreement have been completed and which must be no later than six (6) months before the Agreement End Date.

“RETscreen ®” means the clean energy management software that is to be used for energy efficiency savings and Green House Gas (GHG) emission reduction estimations.

“Substantial Completion Date” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means total funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ***ENTIRE AGREEMENT***

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 ***DURATION OF AGREEMENT***

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 ***SCHEDULES***

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

B.1 Project Description

B.2 Project Budget

B.3 Claim Frequency Table

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of two million one hundred eighty-nine thousand nine hundred and twenty-three dollars (\$2,189,923).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds eighty percent (80%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to

the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).

- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) The Recipient agrees that material changes to the Project, as described in Schedule B (The Project), will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project.
- i) During the Asset Disposal Period the Recipient will ensure:
 - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,
 - ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.
- j) The Recipient will ensure that the baseline greenhouse gas emissions and energy efficiency data generated through RETScreen is established and agreed upon with Canada before the Effective Date.
- k) The Recipient may report on Community Employment Benefits and provide Canada with annual updates, in accordance with Schedule C (Reporting Requirements).

3.3 ***APPROPRIATIONS AND FUNDING LEVELS***

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 ***FISCAL YEAR BUDGETING***

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request.

The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.

- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.7 CONDITION PRECEDENT

- a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient provides Canada with a copy of the By-Law or Resolution, pursuant to section 4a)

- b) Remedy

In the event that the Recipient is unable to meet the condition set out in Section 3.7 (a) (Condition), Canada may terminate this Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of this Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement.

- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) the Recipient has provided Canada with GHG emissions reductions and energy efficiency savings data generated through RETscreen ®;
- e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) all information submitted to Canada in its Program Application Form, as described in Schedule B.1 (Project Description), and in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- h) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- j) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- k) The Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

5. INTENTIONALLY OMITTED

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 **CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. **ENVIRONMENTAL AND IMPACT ASSESSMENT**

7.1 **REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 **CHANGES TO PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada

for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

Canada agrees that a legal duty to consult does not arise for this Project.

8.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.

- b) The Recipient agrees that:
 - i. it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - a. explain the Project to the Indigenous communities, including Canada's funding role, and
 - b. provide a report to Canada, which will include:
 - 1) a list of all Indigenous communities contacted;
 - 2) a summary of all communications with the Indigenous communities;
 - 3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - 4) any other information Canada may consider appropriate.
 - ii. accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - iii. no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition

Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. any reporting due in accordance with Schedule C (Reporting Requirements);
 - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 **FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit a final claim to Canada by Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 d) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
 - vi. upon request by Canada, any of the documents referenced in

Schedule F (Declaration of Substantial Completion); and

- vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.4 **RETENTION OF CONTRIBUTION**

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

9.5 **DECLARATION OF SUBSTANTIAL COMPLETION**

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. **REPORTING**

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. **INFORMATION MANAGEMENT**

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including section 10 (Reporting) and any other obligations of the Recipient as requested by Canada.

12. **AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

12.1 **RECIPIENT AUDIT**

- a) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.

12.2 **INTENTIONALLY OMITTED**

12.3 **EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12.4 **CORRECTIVE ACTION**

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

12.5 **RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 **ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 **COMMUNICATIONS PROTOCOL**

The Parties will comply with Schedule E (Communications Protocol).

13.2 **RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 **PUBLIC INFORMATION**

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project;

and

- b) any evaluation or audit report and other reviews related to this Agreement.

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 *EVENTS OF DEFAULT*

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

15.2 *DECLARATION OF DEFAULT*

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to

remedy the Event of Default.

15.3 **REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

16. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

16.1 **DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 **LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 **INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from

a loan, capital lease or other long term obligation;
in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) The Recipient will:
- i. where the Recipient owns the Asset, retain title to and ownership of an Asset or part of an Asset for the Asset Disposal Period; or
 - ii. retain all necessary rights, interests, and permissions in Non-owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

18.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

18.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 **INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 **SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 **MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 **CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 **NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 **NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 **ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 **COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of 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 shall together constitute one and the same original document.

18.13 **SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 **AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B.2 (Project Budget) which do not result in an increase to the maximum amount of Canada's contribution under section 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

18.15 **WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 **NOTICE**

a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail or email, to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

DIRECTOR GENERAL, RESILIENT AND INNOVATIVE COMMUNITIES
DIRECTORATE

Infrastructure Canada
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6
gicbp-pbcvi@infc.gc.ca

Recipient:

CHERYL SMITH, DEPUTY CITY MANAGER
The Corporation of the City of London
300 Dufferin Avenue,
London, Ontario
N6B 1Z2
csmith@london.ca

b) Such notice will be deemed to have been received:

- i. in person, when delivered;
- ii. if sent by mail or email, when receipt is acknowledged by the other

Party;

- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

18.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

18.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

19. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, information related to the Project including reports, photos and videos provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program or any other future program administered by Canada.

20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the City of London by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

THE CORPORATION OF THE CITY OF
LONDON



Per: The Honourable Dominic LeBlanc
Minister of Intergovernmental Affairs,
Infrastructure and Communities

Per: Josh Morgan
Mayor

January 16, 2023

Date

Date

Per: Michael Schulthess
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

1. be necessary and directly related to the Project, as determined by Canada;
2. be incurred between April 1, 2021 and on or before the Final Claim Date; and
3. consist of the following categories of expenditures:
 - a) costs to build, renovate, expand or improve fixed capital assets and community buildings;
 - b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the renovation, expansion or improvement work or new builds of eligible infrastructure, including planning and energy audit costs;
 - c) costs of environmental assessments, monitoring and follow up activities as required by the *Impact Assessment Act* or equivalent legislation;
 - d) costs associated with a public announcement and official ceremony or of required temporary or permanent signage that includes the cost of creation and posting of signage;
 - e) costs for the purpose of Indigenous consultation/engagement activities;
 - f) other costs that are considered to be direct and necessary for the successful implementation of the Project and that are approved in advance by Canada;
 - g) salaries, wages and other incremental costs (i.e. materials or equipment) of the Recipient provided that:
 - i. the Recipient confirms and substantiates that it is not economically feasible to tender a contract;
 - ii. the costs are incurred and directly in respect to the work that would have been subject of the contract;
 - iii. costs are approved in advance and are included (in a contribution agreement).

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- a) project costs incurred prior to April 1, 2021, or after the Final Claim Date;
- b) services or work that is normally provided by the Recipient or a related party;
- c) salaries and other employment benefits of any employees of the recipient except as outlined above in Eligible Expenditures;
- d) in-kind contributions (goods or services);
- e) taxes, such as GST and HST, for which the recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) cost of leasing of equipment by the recipient except for as indicated in Eligible Expenditures, above;
- g) legal fees;

- h) purchase or lease of real property (land or building), or any interest therein, and related costs;
- i) collateral on mortgage financing and payment of interest charges;
- j) structural renovations not specific to the Project;
- k) costs related to marketing activities and business promotion;
- l) costs for activities intended to directly influence/lobby governments;
- m) travel costs;
- n) operations and maintenance costs; and
- o) other costs not specifically related for the Project.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

For clarity, the Project description includes the information that the Recipient provided to Canada in support of its request for Project funding, including the RETScreen® information and the Project's Program funding application information provided through Infrastructure Canada's online and accessible Program application portal ("Program Application Form") number AP-000000397.

The project entails retrofitting the Kinsmen Recreation Centre. This facility is centrally located in London, Ontario at 20 Granville Street and plays a key role in maintaining a healthy, strong and vibrant community, enhancing social connections and provides the community with affordable and inclusive spaces for learning, playing, and gathering. This project will include the renewal of the facility's HVAC, roof, lighting, and building automation systems. Additionally, a new electric ice resurfacer charging station will be installed. The new HVAC system will recover waste heat from the ice plant. To substantially curtail carbon emissions, waste heat from the refrigeration plant will be utilized for space heating following the expansion and renewal of the existing hydronic distribution and building automation systems. Further, there will be the installation of mobility charging stations within facility in order to allow all members of the community to enjoy the facility to the full extent.

Objective(s):

The ultimate goals of the Project are:

- Reduce the facility's energy consumption.
- Increase the facility's energy efficiency.
- Increase accessibility within the facility.

Activities:

The following activities will be undertaken in order to complete the Project:

- Renewal of the existing hydronic distribution, building automation systems and HVAC infrastructure.
- Construction of a new central heat pump plant.
- Installation of electric charging infrastructure for the use of an electric ice resurfacer.
- Installation of a new modified bitumen roof with green initiatives and structural upgrades for a future solar project.
- Installation of mobility charging stations.

Project Outcomes:

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes.

In order to illustrate how the Project will contribute to economic, green and inclusive outcomes, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

1. Increased quality of community buildings in high-needs communities
2. Increased energy efficiency of existing community buildings
 - Total Estimated Energy Savings: 46.5%
3. Reduced GHG emissions from community buildings
 - Estimated GHG Emission reduction: 168tCO₂
4. Employment opportunities are generated, including for underrepresented groups

Community Employment Benefits (CEB)

The Community Employment Benefit target groups that are identified by the Project are:

- Indigenous peoples
- Women
- Persons with disabilities
- Youth
- Recent Immigrants

The Community Employment Benefit indicators are:

1. Percentage (%) of total hours worked by a target population; and/or
2. Value of contracts provided to small-sized, medium-sized or social enterprises.

Benefits to Underserved and High Needs Communities

The Project aims to benefit the following communities that are underserved, including those with higher needs, and/or equity-deserving groups:

- Persons experiencing poverty
- Youth
- Persons with disabilities
- Seniors
- Racialized people
- Indigenous peoples
- Newcomers to Canada (Immigrants, Permanent Residents, Refugees)

The Project will benefit these communities by:

Community 1 (Persons experiencing poverty): The City will continue to make efforts to minimize financial barriers to recreation through a subsidy program, where applicants are eligible to receive up to \$300 per year to cover program costs. Renewed efforts will be made to offer low- and no-cost programming and to raise awareness about financial assistance programs as centers begin opening.

Community 2 (Youth): Kinsmen Recreation Centre is the home of the George Bray Sports Association which provides over 225 children and youth with learning, emotional and/or social difficulties the opportunity to plan Canada's game of hockey in a structured league. Updating a well-used facility will allow the City to continue to offer a broad range of opportunities for all groups to participate.

Community 3 & 4 (Persons with disabilities, and Seniors): The trends of an aging population and increasing diversity suggest an increasing need for accessible, affordable, and age friendly spaces and services. The City offers a popular program for youth with special needs called Thursday Night Live. The central location of this facility makes it the preferred choice for specialized programs that may not be offered at other centers, providing equal access to everyone across the city.

Community 5 & 6 & 7 (Racialized people, Indigenous peoples, and Newcomers to Canada): Socio-demographic factors such as income and diversity are known to influence interest and participation in recreation and sport. Trends in recreation and sport are constantly evolving due to socio-demographic shifts, preferences, evolving lifestyles, and new outlooks regarding personal wellbeing. The facility needs to meet a wide range of community needs by being flexible, multi-functional, and multi-seasonal to the greatest degree possible.

Accessibility

The Project will remove barriers and improve accessibility for persons with disabilities by meeting the accessibility standards as defined by the requirements in the Canadian Standards Association's Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-18).

An update on Project outcomes using the performance indicators should be provided in each Annual Progress Report for multi-year projects, and in the Final Report. Some outcomes can only be measured after Project completion, in which case, they would be provided in the Final Report only.

SCHEDULE B.2: PROJECT BUDGET

Table 1:

Project Budget	Amount
Total Project Cost	\$ 2,737,404
Total Eligible Cost	\$ 2,737,404

Table 2:

Total INFC Contribution	Annual Breakdown				Total
	2022-23	2023-24	2024-25	2025-26	
INFC Contribution	\$0	\$200,000	\$308,572	\$1,681,351	\$2,189,923

Table 3: Other Sources of Funding

Cash	
The Corporation of the City of London	\$547,481
Sub-total Cash	\$547,481
In-Kind Contributions	
Sub-total In-Kind Contribution	\$0
Total Other Sources of Funding	\$547,481

SCHEDULE B.3: CLAIM FREQUENCY TABLE

Payment Period	Required Documents	Frequency	Payment Date
First Claim	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim).	After the Effective Date	Within thirty (30) calendar days of approval of required documents by Canada
Subsequent Claims	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim)	Every twelve (12) months, not more frequently than every three (3) months	Within thirty (30) calendar days of approval of required documents by Canada
Year-end Claim	Interim Report (progress report; financial report including updated cashflow of Eligible Expenditures incurred up to March 31, along with an estimate of expenses incurred up to March 31 but not yet submitted to INFC; Certificate of Compliance for Progress Claim)	On or before two (2) business days after March 31.	Within forty-five (45) calendar days of approval of required documents by Canada.
Final Claim (and Holdback)	Final Report (as described in Schedule C)	Final Claim Date	Within thirty (30) calendar days of approval of required documents by Canada

SCHEDULE C – REPORTING REQUIREMENTS

****The Recipient should contact the Canada Program Officer, to receive the most up-to-date reporting forms, before submitting them to Canada, since they're updated by Canada, from time to time.***

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program. For example, reports on progress toward climate-focused objectives, Community Employment Benefits, etc.

SCHEDULE C.1: INTERIM REPORT

- a) The Recipient will submit interim reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The progress report must include at a minimum:
 - i. Recipient name, Project title and Project identification number;
 - ii. Reporting period dates;
 - iii. Construction dates;
 - iv. summary of Project activities and progress achieved to date;
 - v. an update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
 - vi. planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
 - vii. confirmation of the Project's installed signage, if applicable; and
 - viii. update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
 - i. Recipient name, Project title and Project identification #;
 - ii. Reporting period dates; and
 - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
 - i. a senior designated official, duly authorized by the Recipient; and
 - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

SCHEDULE C.2: ANNUAL REPORT

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
 - ii. Project title and Project identification number;
 - iii. Reporting period dates;
 - iv. Construction dates;
 - v. Confirmation of the Project's installed signage, if applicable;
 - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
 - vii. Summary of the implementation progress of the project, by project phase, including:
 - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
 - Planned Project activities for the upcoming Fiscal Year;
 - viii. Summary of employment created in the community as a result of the Project, including
 - Benefits to community
 - Community Employment Benefits, if applicable; and
 - 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
 - financial statements for the period in question, if requested by Canada; and
 - x. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

SCHEDULE C.3: FINAL REPORT

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than:
 - i) six (6) months after the Project Completion Date; and
 - ii) three (3) months before the Agreement End Date.
- d) The content of the Final Report will include at a minimum:
 - i. A general description of the Project's major achievements, including aggregated information and data identified in Annual Reports for the period of the Project;
 - ii. A completed Schedule F – Declaration of Substantial Completion; and
 - iii. Details of the funds and their management, including:
 - a. a description of Project activities and funds expended on Project activities for the period of the Project;
 - b. an audit conducted by an independent third party for the period of the Project;
 - c. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
 - d. a reconciliation of financial reporting.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by _____(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20__

Signature

SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the "Recipient"), represented by _____(Name), concerning the [PROJECT NAME] Project (the "Agreement").

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

[If applicable, add:]

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[If applicable, add:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 d) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20__

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

E.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

E.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada.

E.3 GOVERNANCE

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

E.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.

- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As the Government of Canada has an obligation to communicate in English and French, Communications products developed and published by Canada related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

E.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@infcc.gc.ca along with the Project's name and location.

E.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

E.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install

a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are published on Infrastructure Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per Schedule C) (Reporting Requirements).

E.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and [RECIPIENT] (the “Recipient”), represented by _____(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
- 2.
- c) I have received the following documents for the [PROJECT NAME] Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____(Name), a _____(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...
- d) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____(Name), a _____(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...

[Insert #4, if applicable:]

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]:

- i. [LIST NAME OF RELEVANT DOCUMENT] signed by _____(Name), an _____(Profession, e.g. environmental consultant or other applicable professional).
- ii. ...

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City/Town), in _____
(Province/Territory)

this _____ day of _____, 20_____.

Signature