

Bill No. 56
2017

By-law No. A.-_____

A By-law to authorize and approve Amending Agreement No. 2 with the Government of Canada for the HELP Clean Water initiative, and to authorize the Mayor to execute the agreement.

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 on June 3, 2009, The Corporation of the City of London and Her Majesty the Queen in Right of Canada entered into an Agreement for Capital Project Comprised of Nine Components to Ensure Sustainable Regional Water Supply System ("Original Agreement"), also known as the Huron Elgin London Clean Water Project, also known as the HELP Clean Water initiative;

AND WHEREAS on August 28, 2014, the Parties to the Original Agreement entered into an agreement to amend the Original Agreement ("Amending Agreement No. 1");

AND WHEREAS the Parties to the Original Agreement as amended by Amending Agreement No. 1 wish to further amend the Original Agreement, to extend the Final Claim Date and Agreement End Date, by entering into a further amending agreement ("Amending Agreement No. 2");

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

1. The Amending Agreement No. 2, to the Original Agreement entered into between Her Majesty the Queen in Right of Canada and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law, is authorized and approved.
2. The Mayor is hereby authorized to execute the Amending Agreement No. 2, as 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 January 17, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - January 17, 2017
Second Reading - January 17, 2017
Third Reading - January 17, 2017

Schedule "A"

**CANADA – HURON ELGIN LONDON CLEAN WATER PROJECT
BUILDING CANADA FUND – MAJOR INFRASTRUCTURE COMPONENT**

**AMENDING AGREEMENT NO. 2 FOR
HURON ELGIN LONDON CLEAN WATER PROJECT**

BETWEEN **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs (“Canada”)

AND **THE CORPORATION OF THE CITY OF LONDON**, represented by the Mayor, on its own behalf and in its capacity as Administering Municipality for the Lake Huron Primary Water Supply System and Elgin Area Primary Water Supply System (“Recipient”)

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

WHEREAS

The Minister of Infrastructure, Communities and Intergovernmental Affairs is responsible for the Program entitled the Building Canada Fund – Major Infrastructure Component (“BCF-MIC”);

The Parties entered into an Agreement dated June 3, 2009, setting out the terms and conditions for Canada’s contribution of fifty percent (50%) of Eligible Expenditures up to a maximum of forty nine million nine hundred eighty five thousand three hundred and seven dollars (\$49,985,307) in federal funding for the Project (“the Agreement”);

The Parties entered into an Amending Agreement No. 1 on August 28, 2014 to change the scope of work;

The Parties wish to amend the Agreement to extend the Final Claim Date and Agreement End Date (“Amending Agreement No. 2”);

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. AMENDMENTS TO THE CONTRIBUTION AGREEMENT

Agreement as amended (Amendment No. 1)	Amending Agreement No. 2
<p>1. Section 1.1 (Definitions):</p> <p>“Agreement End Date” means March 31, 2017.</p> <p>“Final Claim Date” means the earlier of eighteen months after the Substantial Completion Date of the Project and January 31, 2017.</p>	<p>1. Section 1.1 (Definitions):</p> <p>“Agreement End Date” means March 31, 2020.</p> <p>“Final Claim Date” means the earlier of eighteen months after the Substantial Completion Date of the Project and January 31, 2019.</p>

2. EFFECT OF AMENDMENTS

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 2, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.
- 2.3 This Amending Agreement No. 2 may be signed in counterpart, and the signed

copies will, when attached, constitute the original Amending Agreement No. 2 and will form part of the Agreement.

2.4 This Amending Agreement No. 2 shall be effective as of the date this agreement is signed by the last Party.

3. SIGNATURES

This Amending Agreement No. 2 has been executed on behalf of Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs, and on behalf of Corporation of the City of London by the Mayor.

HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

CORPORATION OF THE CITY OF
LONDON

Signed by:

Signed by:

A. Sohi

Per:
The Honourable Amarjeet Sohi
Minister of Infrastructure,
Communities and
Intergovernmental Affairs

Per:
His Worship Matt Brown
Mayor

Date: 17 OCT. 2016

Date: _____