

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON DECEMBER 5, 2017
FROM:	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION
SUBJECT:	CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM – AMENDING AGREEMENTS

RECOMMENDATION

That, on the recommendation of the Director of Community and Economic Innovation, the following actions be taken with respect to the execution of the Canada 150 Community Infrastructure Program Amending Agreements for the Kiwanis Park and Harris Park Pavilion projects:

- a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on December 12, 2017 to:
 - i) authorize and approve the Canada 150 Community Infrastructure Program Amending Agreement #1, regarding the Kiwanis Park project, (Schedule “A” to the by-law) between The Corporation of the City of London and Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for the Federal Economic Development Agency for Southern Ontario;
 - ii) authorize the Mayor and the City Clerk to execute the Amending Agreement authorized and approved in a) i), above;

- b) the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on December 12, 2017 to:
 - i) authorize and approve the Canada 150 Community Infrastructure Program Amending Agreement #4, regarding the Harris Park Pavilion, (Schedule “B” to the by-law) between The Corporation of the City of London and Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for the Federal Economic Development Agency for Southern Ontario;
 - ii) authorize the Mayor and the City Clerk to execute the Amending Agreement authorized and approved in b) i), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Canada 150 Community Infrastructure Program Intake Two Contribution Agreement, CSC April 11, 2017
- Canada 150 Community Infrastructure Program Intake Two, CSC June 20, 2016
- Canada 150 Community Infrastructure Program Contribution Agreement, CSC April 26, 2016
- Canada 150 Funding Programs, CSC May 25, 2015

BACKGROUND

In recognition of Canada’s 150th Anniversary in 2017, the Government of Canada provided investments into community infrastructure through the *Canada 150 Community Infrastructure Program* (CIP 150).

The CIP 150 Program was intended for projects that support the renovation, expansion and improvement of existing community infrastructure, with \$150 million for up to 1,800 projects across Canada.

The CIP 150 Program involved 2 intake phases with Intake One projects launched in April 2016, and Intake Two projects launched in March 2017.

Canada 150 Community Infrastructure Program Intake One

Under Intake One, the following City of London projects were funded:

- Improvement of the Main Trail at Westminster Ponds;
- Renovation of the Pavilion in Harris Park; and,
- Repair of the Victoria Park Cenotaph.

Canada 150 Community Infrastructure Program Intake Two

Under Intake Two, the following City of London projects were funded:

- Improvement of Covent Garden Market Outdoor Rink;
- Improvements in Constitution Park;
- Expansion of the Kiwanis Park Pathway System; and,
- Addition of a Spray Pad at Queen's Park.

DISCUSSION

As per the Canada 150 Community Infrastructure Program Contribution Agreements, changes to the Agreements require the execution of Amending Agreements between the Parties. Two City of London CIP 150 projects, Kiwanis Park and the Harris Park Pavilion, require Amending Agreements.

Expansion of the Kiwanis Park Pathway System

The Expansion of Kiwanis Park Pathway System project involves multiple funding sources including: CIP 150 Grant, Public Transit Infrastructure Funding (PTIF), Ontario Municipal Cycling Infrastructure Program (OMCIP), Development Charges Funding and Tax Supported Funding.

At the time of submission of the CIP 150 grant application in June, 2016, there were no Planning/Design costs allocated to the Canada 150 portion of the overall project, only Construction and Project Management costs. However, between June, 2016 and the award of the construction administration contract in May, 2017 numerous Planning/Design costs were identified, totaling \$244,186.

In consultation with federal representatives, it was determined that these costs would more appropriately fall under the Planning/Design allocation line. In order to reallocate these budgeted funds from the Construction and Project Management lines to the Planning/Design line an Amending Agreement is required.

There has been no change in scope or total cost of the Canada 150 portion of the project.

Renovation of the Pavilion in Harris Park

The Renovation of Pavilion in Harris Park project reached substantial completion as of July 1, 2017. Two components of the project were reconsidered after the original project

scope, and, in consultation with federal representatives it was determined that a change in scope without financial implications would be an acceptable course of action. The two components proposed to be removed from the project are:

- 1) Installation of stage lights: Due to the nature and use of this facility, lighting is typically brought in by the clients to meet their individual needs. The City of London would like to amend the Statement of Work to remove the stage lighting from the agreement.
- 2) Expansion of parking area to improve access: Accessibility and reviews of the current pathways were included to improve accessibility to the park and to the Pavilion. The original Statement of Work included expanding the parking area to improve access to the Pavilion. During project execution, it was determined that because the adjacent parking lot does not belong to the City of London, the completion of this specific task was not feasible. The City of London would like to amend the Statement of Work to remove the expansion of the parking area to improve access from the agreement.

The value of the two components for deletion, noted above, is approximately \$50,000.00. In place of these two components, the City proposes upgrading pathway lighting in Harris Park along the Thames River, at a cost of approximately \$50,000 and with a substantial completion date of the first quarter of 2018. As a result, there would be no net changes to the total funding request for this project.

CONCLUSION

The Canada 150 Community Infrastructure Program is designed to support the renovation, expansion and improvement of existing community infrastructure. This program has allowed for significant investment in infrastructure projects in London and will have a lasting legacy in our community.

This report was prepared with input from: Laurie Green, Financial Business Administrator; Doug Drummond, Financial Business Administrator; and, Daryl Diegel, Supervisor, Facilities Division, Finance and Corporate Services.

PREPARED BY:	REVIEWED BY:
NICK STEINBURG SPECIALIST, GOVERNMENT AND EXTERNAL RELATIONS	ADAM THOMPSON MANAGER, GOVERNMENT AND EXTERNAL RELATIONS
REVIEWED BY:	RECOMMENDED BY:
ROBIN ARMISTEAD MANAGER, CULTURE	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION

- c. Martin Hayward, City Manager
Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer,
Chief Financial Officer

APPENDIX A

Bill No.

A by-law to approve the Contribution Agreement between Her Majesty the Queen in Right of Canada as represented by the Minister Responsible for the Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London; and to authorize the Mayor and City Clerk 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;

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

1. The Amending Agreement attached as Schedule "A" to this by-law between Her Majesty the Queen in Right of Canada as represented by the Minister Responsible for the Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London, regarding the Kiwanis Park Project, is hereby authorized and approved.
 2. The Mayor and the City Clerk are hereby authorized to execute the Amending Agreement authorized and approved under section 1, above.
 3. This by-law shall come into force and effect on the day it is passed.
- PASSED in Open Council on _____

Matt Brown
Mayor

Catherine Saunders
City Clerk

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

AMENDING AGREEMENT #1

This Amending Agreement made on _____

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
("Her Majesty") hereby represented by the Minister responsible for the
Federal Economic Development Agency for Southern Ontario ("Minister")

AND: The Corporation of the City of London ("Recipient") a municipal
government established under the laws of Ontario.

Each a "**Party**" and (collectively referred to as the "**Parties**")

WHEREAS the Minister and the Recipient entered into a contribution agreement made as of April 21, 2017 under the Canada 150 Community Infrastructure Program, whereby the Minister has agreed to make a non-repayable contribution to the Recipient in respect of each project up to the maximum amount of:

810448 – two hundred thousand dollars (\$200,000)
810454 – two hundred thirty thousand dollars (\$230,000)
810461 – five hundred ninety thousand dollars (\$590,000)
810487 – one hundred sixty thousand dollars (160,000).

WHEREAS the Parties wish to amend the Contribution Agreement with respect to Project 810461 in order to amend Annex 1 - Statement of Work.

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

1. Interpretation

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

2. Execution

This Amending Agreement must be executed by the Recipient and received by the Minister within thirty (30) days of its signature on behalf of the Minister, failing which the Minister may declare it will be null and void.

3. Amendment

In the Contribution Agreement, Annex 1 – Statement of Work for project 810461, is hereby deleted and replaced by a new Annex 1 – Statement of Work, attached hereto Schedule 1.

4. General

- 4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provision of such agreements were contained in one instrument.
- 4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.
- 4.3 This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada.
- 4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.
- 4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.
- 4.6 This Amending Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 4.7 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.

Recipient Name: The Corporation of the City of London

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

Per: 
Federal Economic Development Agency
for Southern Ontario

Date: October 20, 2017

The Corporation of the City of London

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Schedule 1

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

810461

STATEMENT OF WORK

Recipient: The Corporation of the City of London
Project Title: Expansion of Kiwanis Park Pathway System
Project Location: 1545 Trafalgar Street, London N6A 4L9

PROJECT DESCRIPTION:

This project will improve safety and extend the park's pathway system.

The work will include, but not be limited to:

- Extending the pathway system by approximately 850 metres, including constructing approximately two pedestrian bridges.

Estimated date of commencement: April 1, 2016

Estimated date of Substantial Completion: March 31, 2018

FEDDEV ONTARIO CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
\$0	\$590,000	\$590,000

810461

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$244,186	
Repair/Construction	\$1,436,814	
Project Management	\$0	
Other	\$0	
Contingency	\$89,000	
Total Eligible Costs (TEC)	\$1,770,000	
Financing	Amount	% TEC
FedDev Ontario Contribution	\$590,000	33.34%
Other Federal Contribution	\$0	0.00%
Recipient Contribution	\$855,000	48.30%
Other (Ontario Government)	\$325,000	18.36%
Sub-Total Financing TEC	\$1,770,000	100.00%
Ineligible Components		

STACKING LIMITS	
STACKING – CAPITAL	
Total Eligible Costs	\$1,770,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$1,770,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$1,770,000
Stacking %	100%
Total Government Stacking Limit	100%

Please Note:

- 1) **Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.**
- 2) **The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 2.**
- 3) **The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.**
- 4) **Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:**
 - Employees: \$0**
 - Materials: \$0**
 - Equipment: \$0.**

APPENDIX B

Bill No.

A by-law to approve the Contribution Agreement between Her Majesty the Queen in Right of Canada as represented by the Minister Responsible for the Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London; and to authorize the Mayor and City Clerk 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;

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

1. The Amending Agreement attached as Schedule "B" to this by-law between Her Majesty the Queen in Right of Canada as represented by the Minister Responsible for the Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London, regarding the Harris Park Pavilion, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Amending Agreement authorized and approved under section 1, above.
3. This by-law shall come into force and effect on the day it is passed.
PASSED in Open Council on _____

Matt Brown
Mayor

Catherine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading -

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

AMENDING AGREEMENT #4

This Amending Agreement made on _____

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
("Her Majesty") hereby represented by the Minister responsible for the
Federal Economic Development Agency for Southern Ontario
("Minister")

AND: The Corporation of the City of London ("Recipient") a municipal
government established under the laws of Ontario.

Each a "**Party**" and (collectively referred to as the "**Parties**")

WHEREAS the Minister and the Recipient entered into a contribution agreement made as of May 5, 2016, and amended by amending agreement #1 made on March 15, 2017, amending agreement #2 made on March 27, 2017, and amending agreement #3 made on September 5, 2017, under the Canada 150 Community Infrastructure Program, ("Contribution Agreement"), whereby the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of:

808389 -ninety eight thousand nine hundred one dollars (\$98,901)

808392 -four hundred ninety five thousand dollars (\$495,000)

808401 -one hundred fifty eight thousand two hundred forty two dollars (158,242)

WHEREAS the Parties wish to amend the Contribution Agreement in order to amend Annex 1 – Statement of Work for project 808392,

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

1. Interpretation

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

2. Execution

This Amending Agreement must be executed by the Recipient and received by the Minister within thirty (30) days of its signature on behalf of the Minister, failing which the Minister may declare it will be null and void.

3. Amendment

3.1 In the Contribution Agreement, Annex 1 – Statement of Work for project 808392 is hereby deleted and replaced by a new Annex 1 – Statement of Work attached hereto.

4. General

4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provision of such agreements were contained in one instrument.

4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.

4.3 This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada.

4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.

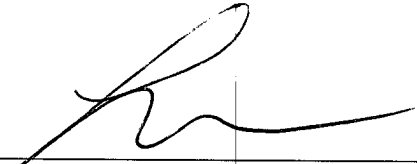
4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.

4.6 This Amending Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

4.7 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

Per: 
Federal Economic Development Agency
for Southern Ontario

Date: October 4, 2017

The Corporation of the City of London,

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Annex 1

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

808392

STATEMENT OF WORK

Recipient: Corporation of the City of London

Project Title: Improvements to Pavilion and Lighting in Harris Park

Project Location: Ridout Street North and Dufferin Ave. (along Thames River),
London N6A 2P6

PROJECT DESCRIPTION:

The project work includes:

- Renovating the pavilion:
 - Constructing a new roof structure;
 - Expanding the footprint of existing stage from approximately 2,000 square feet to 3,000 square feet, including the hard surfaces around the pavilion;
 - Installing a speaker array and public address system, and a security and control system that integrates with facility’s existing building automation system; and,
 - Constructing a ramp to make the pavilion accessible.
- Reconstructing site features and hard surfaces at the pavilion:
 - Installing building and directional marking signs; and,
 - Constructing a concrete/stone assembly area for viewing of pavilion performances.
- Upgrading trails and landscaping:
 - Upgrading pathways for accessibility to the pavilion and adding pathway lighting from parking area to the pavilion; and,
 - Adding landscaping features and vegetation.
- Upgrading pathway lighting along the Thames River.

Estimated date of commencement: April 1, 2016

Estimated date of Substantial Completion: January 31, 2018

FEDDEV ONTARIO CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
\$25,000	\$470,000	\$495,000

808392

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$80,000	
Repair/Construction	\$770,000	
Project Management	\$50,000	
Other	\$0	
Contingency	\$90,000	
Total Eligible Costs (TEC)	\$990,000	
Financing	Amount	% TEC
FedDev Ontario Contribution	\$495,000	50.0%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$495,000	50.0%
Other (specify source)	\$0	0.0%
Other (specify source)	\$0	0.0%
Sub-Total Financing TEC	\$990,000	100.0%
Ineligible Components		

STACKING LIMITS	
STACKING – CAPITAL	
Total Eligible Costs	\$990,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$990,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$990,000
Stacking %	100.0%
Total Government Stacking Limit	100.0%

Please Note:

- 1) **Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.**
- 2) **The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 2.**
- 3) **The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.**
- 4) **Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:**

Employees: \$0
Materials: \$0
Equipment: \$0