

Bill No. 2  
2018

By-law No. A.-\_\_\_\_\_

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 December 12, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

# Schedule "A"

Recipient Name: The Corporation of the City of London

## 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**

<b>2016/2017</b>	<b>2017/2018</b>	<b>Total</b>
\$0	\$590,000	\$590,000

Recipient Name: The Corporation of the City of London

810461

**PROJECT COSTS AND FINANCING:**

<b>CAPITAL</b>		
<b>Eligible Costs</b>		
<b>Costs</b>	<b>Amount</b>	
Planning/Design/ Engineering	\$244,186	
Repair/Construction	\$1,436,814	
Project Management	\$0	
Other	\$0	
Contingency	\$89,000	
<b>Total Eligible Costs (TEC)</b>	<b>\$1,770,000</b>	
<b>Financing</b>	<b>Amount</b>	<b>% TEC</b>
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%
<b>Sub-Total Financing TEC</b>	<b>\$1,770,000</b>	<b>100.00%</b>
<b>Ineligible Components</b>		

<b>STACKING LIMITS</b>	
<b>STACKING - CAPITAL</b>	
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.