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

First Reading – December 12, 2017
Second Reading – December 12, 2017
Third Reading – December 12, 2017
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)
810467 – 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 ensue 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: [Signature]  
Federal Economic Development Agency for Southern Ontario  
Date: October 24, 2017

The Corporation of the City of London

Per: ___________________________  
Name: ___________________________  
Title: ___________________________

I have authority to bind the corporation.

Date: ___________________________

Per: ___________________________  
Name: ___________________________  
Title: ___________________________

I have authority to bind the corporation.

Schedule 1
Annex 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

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<th>2016/2017</th>
<th>2017/2018</th>
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810461

PROJECT COSTS AND FINANCING:

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<th>CAPITAL</th>
<th>Eligible Costs</th>
<th>Cost</th>
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<td>Massing/Design Engineering</td>
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<td>Project Management</td>
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<td>Total Eligible Costs (TUC)</td>
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<td>Other Federal Contribution</td>
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<td>Other (Canada-Government)</td>
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<td>Sub-Total Financing TUC</td>
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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.