

Bill No. 3  
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 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 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

## Schedule "A"

Recipient Name: The Corporation of the City of London

Project Number: 808389, 808392, 808401

### 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.

Recipient Name: The Corporation of the City of London

Project Number: 808389, 808392, 808401

**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	
<b>Total Eligible Costs (TEC)</b>	<b>\$990,000</b>	
FINANCING		
	Amount	% TEC
Fed/Dev 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%
<b>Sub Total Financing (TEC)</b>	<b>\$990,000</b>	<b>100.0%</b>
<b>Ineligible Components</b>		

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