

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: Farquharson Arena Amending Agreement

Date: December 5, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on December 19, 2023, to:

- a) approve the Farquharson Arena Amending Agreement attached as Schedule “A” to the proposed by-law, between the Thames Valley District School Board (TVDSB) and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the Amending Agreement; and,
- c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to authorize and execute any administrative actions in connection with this matter.

Executive Summary

This report is seeking City Council approval of the Amending Agreement for Farquharson Arena between the TVDSB and The Corporation of the City of London, noting that the amendments introduced are generally housekeeping in nature given the date of the original agreement from 1971.

Linkage to the Corporate Strategic Plan

The Farquharson Arena Amending Agreement is aligned with the following strategic area of focus and outcome in the City of London’s 2023 - 2027 Strategic Plan:

- Well Run City - The City of London has effective facilities and infrastructure management.

Analysis

1.0 Background Information

1.1 Background and Purpose

The Board of Education for the City of London, the Public Utilities Commission of the City of London (the “Commission”), and The Corporation of the City of London entered into a formal agreement on July 21, 1971, attached as Appendix “B” (the Farquharson Arena Use Agreement), for the purposes of building and operating an arena on Board of Education owned lands. This agreement outlines the roles, responsibilities, and commitments of each party in the use, operations, and maintenance of Farquharson Arena.

The following are important highlights of the agreement:

- The Commission shall operate and maintain the skating arena during the term of this agreement at the expense of the Commission.

- During the term of this agreement, the Board shall have the use without the charge of the skating arena for its purposes between the hours of 9:00 a.m.- 5:00 p.m. each day during the months of January to June inclusive and September to December inclusive, except Saturdays, Sundays, Statutory Proclamation and School Holidays.

The Thames Valley District School Board has assumed the role of the Board of Education under this agreement by way of its creation on January 1, 1998. The City of London has assumed the role of the Commission under this agreement by way of the dissolution of the PUC on January 1, 1993.

The term of the agreement is for fifty (50) years (1971-2021), with two (2) possible successive terms of ten (10) years each, which shall be made on the written request of the Commission (now the City).

In 2021, the year of expiry for the initial fifty (50) year term (1971-2021), Civic Administration provided written notice to the TVDSB requesting the first extension of ten (10) years, which was received by the TVDSB. At that time, both parties agreed that some housekeeping amendments should be undertaken to have the agreement better reflect current state.

The purpose of this report is to present, for City Council's consideration and approval, those housekeeping amendments in the form of the Amending Agreement attached as Schedule A.

1.2 City of London Current Inventory and Future Needs for Arenas

The City of London facilitates public access to 22 indoor ice pads at 11 facilities, including the four ice pads at Western Fair Sports Centre that are operated through a third-party agreement.

As noted in the [Parks and Recreation Master Plan](#), overall demand for indoor ice activities is not increasing as fast as London's population and it is recommended that the City maintain a supply of 22 indoor ice pads until at least 2031. During this time, new arenas should only be provided as replacement facilities, typically through efficient multi-pad designs in conjunction with other community spaces.

Recommendation 61 in the [Parks and Recreation Master Plan](#) states the following:

"Include two ice pads as part of the proposed multi use community centre in Southeast London. Upon opening, remove the ice pads at Farquharson Arena from the inventory. Continue discussions with the landowner (Thames Valley District School Board) regarding the future of Farquharson Arena." (pg. 64).

Extending the Farquharson Arena Use Agreement with the Thames Valley District School Board for the ten (10) year term in 2021 provided City Council the mechanism to maintain the supply of 22 ice pads.

2.0 Financial Impact/Considerations

There are no financial impacts associated with this report or City Council's approval of the attached Amending Agreement. Civic Administration has all required operating and capital dollars in approved budgets for the operation and maintenance of Farquharson Arena.

Conclusion

Farquharson Arena plays an important role in the City of London's provision of indoor ice pads, assisting the ice system in having appropriate supply to meet community demand and supports the City of London's deliverables as outlined in the [Parks and Recreation Master Plan](#).

Prepared and Submitted by: Jon-Paul McGonigle, Director, Recreation and Sport

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

- c. Sachit Tatavarti, Solicitor, City Solicitors Office, Legal Services
- Kelly Dawtrey, Solicitor, City Solicitors Office, Legal Services
- Anna Lisa Barbon, Deputy City Manager, Finance Supports and City Treasurer

Appendix A

Bill No.

By-law No.

A by-law to approve the Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London.

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 section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. The Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London attached as Schedule "A" is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to authorize and execute any administrative actions in connection with this matter.
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

Schedule A

AMENDING AGREEMENT made in duplicate this _____ day of _____, 2023

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD

Hereinafter called the "BOARD"

OF THE FIRST PART

-AND-

THE CORPORATION OF THE CITY OF LONDON

Hereinafter called the "CORPORATION"

OF THE SECOND PART

WHEREAS The Board of Education for the City of London and The Public Utilities Commission of the City of London and the Corporation of the City of London entered into an agreement dated July 21st, 1971 in relation to the construction and maintenance of Farquharson Arena (the "Agreement");

WHEREAS The Board of Education for the City of London was amalgamated into the THAMES VALLEY DISTRICT SCHOOL BOARD effective January 1, 1998

WHEREAS pursuant to the *London-Middlesex Act, 1992*, SO 1992, c 27, The Public Utilities Commission of the City of London was dissolved and its role was assumed by the Corporation of the City of London ("Corporation") effective January 1, 1993;

WHEREAS the City provided formal notice for the extension of the Agreement for an additional 10-year term on October 20, 2021;

AND WHEREAS the parties have agreed to amend the Agreement under the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

1. The foregoing recitals are true in substance and fact.
2. All references to "The Board of Education for the City of London" in the Agreement are hereby replaced with "Thames Valley District School Board", also referred to as "the Board".
3. The Corporation of the City of London shall assume all obligations of The Public Utilities Commission of the City of London under this Agreement. All references to "The Public Utilities Commission of the City of London" in the Agreement are hereby replaced with "The Corporation of the City of London", and all references to the "Commission" are replaced with the "Corporation".
4. The parties agree to the amend the Agreement as follows:
 - a) The following recital be deleted in its entirety:
 - "AND WHEREAS the management and control of skating arenas in the City of London are vested in the Commission, the same having been delegated by the Corporation."

b) Section 1 shall be amended by deleting the words:

- “and provided further that the Commission may at its option terminate this agreement upon the expiry of the period of Twenty-Five (25) years from the date hereof or at any time thereafter upon giving to the Board at least Three (3) months' prior notice in writing; provided that should the Commission exercise its option to terminate as herein provided, at that time the Board shall have the option to require the Commission to remove the skating arena which the Commission shall do expeditiously and in a workmanlike manner at its own expense.”

The following words shall replace the deleted section above:

- “and provided further that the Corporation may at its option terminate this agreement at any time thereafter upon giving to the Board at least ninety (90) days prior notice in writing; provided that should the Corporation exercise its option to terminate as herein provided or upon the end of the Agreement term, the Board shall have the option to require the Corporation to remove the skating arena, provided notice in writing is received by the Corporation within thirty (30) days of the end date of this Agreement. The Corporation will be responsible for any costs incurred by them to complete the demolition to the satisfaction of the Board, acting reasonably, which shall be completed as soon as practicable and no later than one (1) year from receiving the Board's notice to remove the skating arenas.”

c) Section 5 of the Agreement shall be amended by deleting the following:

“Provided that the Board shall at its expense heat the skating arena change rooms for so long as Tecumseh Public School and South Secondary School shall be operated as a unit of the school system.”

d) Section 6 shall be deleted in its entirety. The use of the Farquharson Arena will operate in accordance with the relevant joint use agreements in force and effect between the parties.

e) Section 10 shall be deleted in its entirety and replaced with the following:

“Any notice required to be given to the Corporation shall be sufficiently given if mailed by registered mail to 300 Dufferin Avenue, PO Box 5035, London, ON, N6A 4L9 and any notice required to be given to the Board shall be sufficiently given if mailed by registered mail to 1250 Dundas Street, London, Ontario or such other address, notification of which has previously been provided by the parties.”

5. The parties represent and warrant that they have the right, full power and authority to agree to amend the Agreement as provided in this Amending Agreement.
6. The terms, covenants and conditions of the Agreement remain unchanged and in full force and effect, except as modified by this Amending Agreement. All capitalized terms and expressions when used in this Amending Agreement have the same meaning as they have in the Agreement, unless a contrary intention is expressed in this Amending Agreement.
7. This Amending Agreement shall inure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Corporation and the permitted successors and permitted assigns of the Board.
8. It is understood and agreed that all terms and expressions when used in this Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Agreement.

IN WITNESS WHEREOF the Board has affixed its corporate seal, attested by the hands of its daily authorized officers this _____ day of _____.

Witness:

THAMES VALLEY DISTRICT SCHOOL BOARD

PER: _____

NAME: _____

TITLE: _____

I/We Have the Authority to Bind the Corporation

IN WITNESS WHEREOF the Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law No. _____ of the Council of the Corporation of the City of London passed the _____ day of _____,

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

A2993

THIS AGREEMENT made in duplicate this 21st day of JULY, A.D. 1971.

B E T W E E N:

THE BOARD OF EDUCATION FOR THE CITY OF LONDON

Hereinafter called the "BOARD"

of the FIRST PART

and

THE PUBLIC UTILITIES COMMISSION OF THE CITY OF LONDON

Hereinafter called the "COMMISSION"

of the SECOND PART

and

THE CORPORATION OF THE CITY OF LONDON

Hereinafter called the "CORPORATION"

of the THIRD PART

WHEREAS the Board is the registered owner of certain lands in the City of London, more particularly described in Schedule "A" attached hereto, hereinafter referred to as the "said lands";

AND WHEREAS the said lands are part of a school site for Tecumseh Public School;

AND WHEREAS it is necessary and desirable that the said lands be used for an educational purpose and for the promotion and encouragement of athletics and for use by the general public for athletic and recreational purposes;

AND WHEREAS the Board desires to enter into an agreement with the Commission for the joint use of educational facilities;

AND WHEREAS the provision of such facilities and the contemplated use thereof in accordance with this agreement does not appear to interfere with the proper conduct of the Tecumseh Public School and South Secondary School and is for the benefit of the general public;

AND WHEREAS the management and control of skating arenas in the City of London are vested in the Commission, the same having been delegated by the Corporation.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and agreements herein reserved, and in consideration of ONE DOLLAR (\$1.00) now paid by each party to the other, the receipt whereof is hereby respectively acknowledged, the parties hereto hereby covenant and agree as follows:

1. In this agreement, "the term of this agreement" shall mean the period of Fifty (50) years commencing from the date hereof and the extension thereof for successive terms of Ten (10) years each, which said extension shall be made on the written request of the Commission, provided that if the Board requires the said lands for the purposes associated with education, the term of this agreement shall not be extended and shall come to an end on the expiry of the said period of Fifty (50) years and of any Ten (10) year extension theretofore made; and provided further that the Commission may at its option terminate this agreement upon the expiry of the period of Twenty-Five (25) years from the date hereof or at any time thereafter upon giving to the Board at least Three (3) months' prior notice in writing; provided that should the Commission exercise its option to terminate as herein provided, at that time the Board shall have the option to require the Commission to remove the skating arena which the Commission shall do expeditiously and in a workmanlike manner at its own expense. Provided further that in the event the Board shall determine to permanently discontinue the use of Tecumseh Public School and South Secondary School and to sell the school sites occupied thereby or in the event the Board desires to expand the school facilities for purposes other

than a skating arena, the Board shall acquire the rights and interests of the Corporation and of the Commission respectively under the terms of this agreement in the skating arena for the price computed as hereinafter provided, payable within one (1) year following such determination. The price shall be the sum of THREE HUNDRED AND SIXTY THOUSAND, FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$360,524.00) (being the original cost of the presently existing facilities reduced by two per cent (2%) thereof per annum and the cost of the construction work referred to in paragraph 2 hereof) depreciated at the rate of two per cent (2%) of the said sum of THREE HUNDRED AND SIXTY THOUSAND, FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$360,524.00) per annum. Provided further (and notwithstanding that the Board shall have acquired and paid for the skating arena for the price computed as aforesaid) that if during the term of this agreement the Board shall have determined to permanently discontinue the use of Tecumseh Public School and South Secondary School and to sell the school sites occupied thereby as hereinbefore mentioned, and if the Board shall receive a bona fide offer to purchase the said school sites or any part thereof which the Board is willing to accept, then the Board shall give written notice of such offer to the Corporation by sending to it a true copy thereof and the Corporation shall have the right during the next ninety (90) days after the giving of such notice, by written notice to the Board, to elect to purchase the said school sites for the price contained in the said offer payable within one (1) year from the date of giving of notice to the Board as hereinbefore provided. If the Corporation does so elect, the notice given by it shall constitute a binding agreement of purchase and sale. If the Corporation does not so elect, the Board shall be free to sell the said school sites on the terms and conditions set forth in the said offer. If the sites are not sold under the terms of that offer the Board shall be obliged to submit

any further offer to the Corporation by giving written notice thereof to the Corporation in the manner in this clause provided. Upon completion of the acquisition of the skating arena by the Board, this agreement shall thereupon terminate and be wholly at an end except to the extent necessary to give full effect to the right of the Corporation to acquire the said school sites as aforesaid, which said right shall continue in force, for and during the term of this agreement then remaining.

2. The Commission shall construct at its expense and at no cost to the Board a cover or roofing for the two existing skating rinks located upon the said lands in accordance with the plans and specifications prepared by the Commission

and dated the first day of March, 1971 which said plans and specifications have been approved by the Board. The existing two skating rinks and the new construction is hereinafter referred to as "the skating arena".

3. The Commission agrees to execute and perform the construction work with due expedition and in a thorough workmanlike manner subject only to delays beyond the reasonable control of the Commission.

4. It is agreed between the parties that no interest in land is conveyed by the Board to the Commission under this agreement.

5. The Commission shall operate and maintain the skating arena during the term of this agreement at the expense of the Commission in accordance with the reasonable standard of operation

and maintenance prevailing in the City of London from time to time. Provided that the Board shall at its expense heat the skating arena change rooms for so long as Tecumseh Public School and South Secondary School shall be operated as a unit of the school system. Provided that nothing herein shall be construed so as to impose upon the Commission any obligation to expend capital monies (other than the obligation imposed by the provisions of this agreement to construct the skating arena) unless the expenditure is provided by budget.

6. During the term of this agreement, the Board shall have the use without charge of the skating arena for its purposes between the hours of 9 a.m. and 5 p.m. each day during the months of January to June inclusive and September to December inclusive except Saturdays, Sundays, Statutory Proclamation and School Holidays and except any other day during which Tecumseh Public School and South Secondary School is closed for school attendance. Save as aforesaid, the Commission shall have the use of the skating arena for athletic and recreational purposes of the general public under the supervision of the Commission and the right to charge fees for such use as it may determine from time to time.

7. The Commission and the Corporation shall indemnify and keep indemnified the Board and save harmless its officers, servants and agents from and against all actions, claims, suits, executions and demands which maybe brought against or made upon the Board, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Board, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the construction work, or of the non-execution or imperfect execution thereof, or of the supply or non-supply of paint or material therefor.

8. The Commission and the Corporation shall indemnify and save harmless the Board, its officers, servants and agents against any and all liabilities, loss, damages, costs or expenses which the Board, its officers, servants or agents may hereafter incur, suffer or be required to pay by reason of the use and occupation of the premises by the Commission, its servants or agents during the term of this agreement and the Board shall indemnify and save harmless the Commission and the Corporation, its officers, servants and agents against any and all liabilities, loss, damages, costs or expenses which the Board, its officers, servants, or agents may hereafter incur, suffer or be required to pay by reason of the use and occupation of the premises by the Board, its servants or agents during the term of this agreement.

9. The Commission shall maintain adequate insurance coverage to cover all claims, both during the course of construction and during the term of this agreement, which insurance shall include liability insurance; the form of such coverage has been approved by the Board.

10. Any notice required to be given to the Corporation shall be sufficiently given if mailed by registered mail to the Clerk of The Corporation of the City of London, City Hall, London, Ontario and any notice required to be given to the Board shall be sufficiently given if mailed by registered mail to the Director of Education for the City of London, 168 Elmwood Avenue, London, Ontario or at such other address, notification of which has previously been received by the Corporation.

This agreement shall not be assigned in part or in whole by a party without the prior written consent of the other party and subject thereto shall enure to the benefit of and be

binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective proper signing officers.

THE BOARD OF EDUCATION FOR
THE CITY OF LONDON

Per: RF J. Miller

Per: J. Green CS

THE PUBLIC UTILITIES COMMISSION
OF THE CITY OF LONDON

Per: E. H. Jones

Per: [Signature] CS

THE CORPORATION OF THE CITY OF LONDON

Per: [Signature]
Mayor

Per: P. C. Morgan CS
Deputy Clerk

HOLSTEAD & ORENDORFF
ONTARIO LAND SURVEYORS
427 WILLIAM STREET
LONDON, CANADA
PHONE 432-1094

DONALD HOLSTEAD, O.L.S.

JOHN R. ORENDORFF, B.S., O.L.S.
(DECEASED)

April 20, 1971

DESCRIPTION for the London Public Utilities Commission
Re: Tecumseh Arena

..... City of London, in the County of Middlesex and being composed of Lot Numbers 65, 66 and 67 South of Tecumseh Avenue and Lot Numbers 92, 93 and 94 North of McKenzie Street as closed by By-law and registered as Instrument Number 19420 and part of the lane shown on Registered Plan Number 446 and registered as Instrument Number 8930 all according to Registered Plan Number 446 for the 4th Division of the City of London, Registry Division Number 32.

COMMENCING in the Southerly limit of Tecumseh Avenue at a point distant 153.25 feet Westerly therealong from its intersection with the Westerly limit of Langley Street;

THENCE Westerly along the Southerly limit of Tecumseh Avenue 170.04 feet;

THENCE Southerly at right angles to Tecumseh Avenue 284.5 feet;

THENCE Easterly parallel to Tecumseh Avenue 73.58 feet;

THENCE Southerly at right angles to Tecumseh Avenue 24.67 feet;

THENCE Easterly parallel to Tecumseh Avenue 25.88 feet;

THENCE Northerly at right angles to Tecumseh Avenue 24.67 feet;

THENCE Easterly parallel to Tecumseh Avenue 70.58 feet;

THENCE Northerly at right angles to Tecumseh Avenue 284.5 feet to the place of beginning.



ONTARIO LAND SURVEYOR

THIS IS SCHEDULE "A" PART I to Agreement dated 21st July, 1971
Between THE BOARD OF EDUCATION FOR THE CITY OF LONDON, THE PUBLIC
UTILITIES COMMISSION OF THE CITY OF LONDON & THE CORPORATION OF
THE CITY OF LONDON

THIS IS SCHEDULE "A" PART II to Agreement dated 21st July, 1971
between THE BOARD OF EDUCATION FOR THE CITY OF LONDON, THE PUBLIC
UTILITIES COMMISSION OF THE CITY OF LONDON & THE CORPORATION OF THE CITY
OF LONDON

EASEMENT DESCRIPTION: BOARD OF EDUCATION TO THE PUBLIC
UTILITIES COMMISSION FOR THE TECUMSEH ARENA SITE AS
DESCRIBED IN REGISTERED INSTRUMENT NO'S 8930 AND 19420
OF R.P. 446 - City of London, in the County of Middlesex.

FIRSTLY:

COMMENCING in the Southerly limit of Tecumseh Avenue at
a point distant 153.25 feet Westerly therealong from its
intersection with the Westerly limit of Langley Street;
THENCE Southerly at right angles to Tecumseh Avenue along
the Easterly boundary of the Tecumseh Arena property a
distance of 284.5 feet;
THENCE Westerly at right angles along the Southerly
boundary 70.58 feet;
THENCE Southerly 10.0 feet;
THENCE Easterly parallel to the Southerly boundary of the
Tecumseh Arena property 80.58 feet;
THENCE Northerly parallel to the Easterly boundary of the
Tecumseh Arena property 294.5 feet;
THENCE Westerly along the Southerly limit of Tecumseh
Avenue 10.0 feet to the place of beginning.

SECONDLY:

COMMENCING in the Southerly limit of Tecumseh Avenue at
a point distant 323.29 feet Westerly therealong from its
intersection with the Westerly limit of Langley Street;
THENCE Southerly at right angles to Tecumseh Avenue along
the Westerly boundary of the Tecumseh Arena property a
distance of 284.5 feet;
THENCE Easterly at right angles 73.58 feet;
THENCE Southerly 10.0 feet;
THENCE Westerly parallel to the Southerly boundary of the
Tecumseh Arena property 83.58 feet;
THENCE Northerly parallel to the Westerly boundary of the
Tecumseh Arena property 294.5 feet;
THENCE Easterly along the Southerly limit of Tecumseh
Avenue 10.0 feet to the place of beginning.

And as shown in red on the attached print of the Survey
Plan prepared by Holstead & Orendorff, Ontario Land
Surveyors, dated April 14, 1971.

OWL/mf

DATED JULY, A. D. 1971

THE BOARD OF EDUCATION FOR
THE CITY OF LONDON

AND

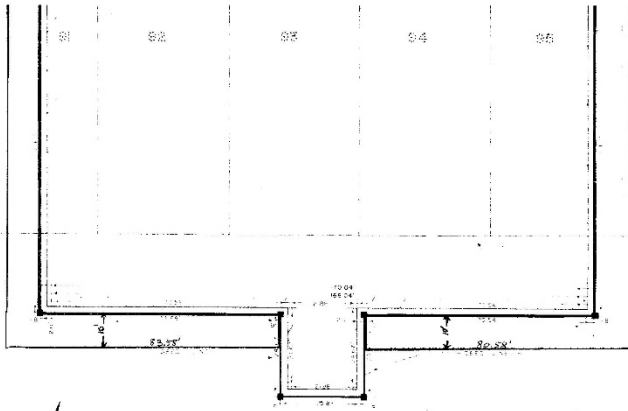
THE PUBLIC UTILITIES
COMMISSION OF THE CITY OF
LONDON

AND

THE CORPORATION OF THE CITY
OF LONDON

A G R E E M E N T

Mitchell, Hockin and Dawson
560 Wellington Street
London 12, Canada



This is SCHEDULE "A" PART III to agreement dated 21st July, 1971
 between THE BOARD OF EDUCATION FOR THE CITY OF LONDON,
 THE PUBLIC UTILITIES COMMISSION OF THE CITY OF LONDON
 and THE CORPORATION OF THE CITY OF LONDON.

APRIL 14, 1971
 LONDON, ONTARIO

SEYMOUR HOLSTEAD
 CHARTERED LAND SURVEYOR

HOLSTEAD & CHENOWETH
 ENGINEERS AND ARCHITECTS
 100 GERRARD ST. E. TORONTO
 ONTARIO M5C 1S7

PLAN 1971/001/001