

Bill No. 3  
2024

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

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 – December 19, 2023  
Second Reading – December 19, 2023  
Third Reading – December 19, 2023

## 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 21<sup>st</sup>, 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 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