

Bill No. 129
2022

By-law No. A.- _____ - _____

A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement.

WHEREAS section 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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence Renewal Agreement (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this by-law, being a Licence Renewal Agreement 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.

This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 22, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – March 22, 2022
Second Reading – March 22, 2022
Third Reading – March 22, 2022

SCHEDULE "A"

HYDRO CORRIDOR Licence Renewal (rec.) March 2021

LICENCE RENEWAL AGREEMENT – (RECREATIONAL)

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES**

(hereinafter called the "Licensor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Licensee")

WHEREAS:

- A. Ontario Infrastructure and Lands Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by The Minister of Infrastructure (previously the Minister of Economic Development, Employment and Infrastructure) now the Minister of Government and Consumer Services entered into a Licence Agreement with the Licensee, dated July 11, 2014 (the "Licence Agreement"), regarding certain lands located in the City of London, in the County of Middlesex, described as Part of Lot 7, Concession C, comprising an area of approximately 4.0 acres, (the "Licence Lands") for public recreational purposes only;
- B. The Minister of Government and Consumer Services is responsible for certain aspects of government real property pursuant to the *Ministry of Infrastructure Act*, S.O. 2011, c. 9, Sched 27;
- C. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Minister of Government and Consumer Services with authority to act in respect of the Licence Agreement.

IN CONSIDERATION of the mutual covenants hereinafter set forth and the sum of two dollars (\$2.00) paid by the Licensee to the Licensor, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

- 1. The Licence Agreement is hereby renewed, subject to the terms set out below.
- 2. "Licensor" shall mean Ontario Infrastructure and Lands Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services.
- 3. The Term of the Licence Agreement shall be five (5) years, commencing on the 1st day of January, 2022.

4. The Licensee shall pay to the Licensor an amount equal to Fifty percent (50%) of the annual realty taxes or grants and/or payments in lieu thereof payable with respect to the Licence Lands, as owned by the Licensor and used by the Licensee pursuant to the Licence Agreement for the purposes stated herein.
5. The Licensor's address for service of notice pursuant to the notice section of the Licence Agreement and other related particulars are amended as follows:

Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West, Suite 2000
Toronto, Ontario
M5G 1Z3

Attention: Director, Hydro Land Transactions
Telephone: (437) 537-5511
Facsimile: (416) 327-3942

With a copy to:

Attention: Director, Legal Services (Real Estate)
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Facsimile: 416-327-3376

6. All terms which are defined in the Licence Agreement shall have the same meaning when used in this Licence Renewal Agreement unless they are amended herein.
7. Except as they may be amended by this Licence Renewal Agreement, all of the terms and conditions of the Licence Agreement shall apply to the renewed Term and shall be binding upon and enure to the benefit of the Licensor and the Licensee.
8. This Licence Renewal Agreement may be offered and accepted by electronic or facsimile transmission and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format of an executed counterpart is as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect.
9. The Licensee acknowledges that this Agreement and any related information, documents and/or Data (as defined in the Open Data Directive) may be released pursuant to the *Freedom of Information and Protection of Privacy Act (Ontario)* or the Open Data Directive issued under the *Management Board of Cabinet Act (Ontario)*, as each may be amended or replaced from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Licence Renewal Agreement.

Signed by the Licensee at _____ this _____ day of _____ 2021.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

Signed by the Licensor at _____ this _____ day of _____ 2021.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES, as represented by ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

Per: _____

Name:

Title:

Authorized Signing Officer