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<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES  MEETING ON NOVEMBER 17, 2015</b>
<b>FROM:</b>	<b>G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT:</b>	<b>LICENCE AGREEMENT BETWEEN CITY OF LONDON AND URBAN ANIMAL MANAGEMENT INC.</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Development & Compliance Services, and Chief Building Official, the following action be taken:

- a) the attached proposed By-law (Appendix "A") to authorize a licence agreement between the City and Urban Animal Management Inc. (UAM) (the "Owner") for placement of a mobile building to house the City of London Companion Animal Hospital which will service the municipal shelter operated by UAM the City's contracted animal service provider **BE INTRODUCED** at the Municipal Council meeting to be held on November 24, 2015; and
- b) The Mayor and City Clerk **BE AUTHORIZED** to execute the agreement substantially in the form of the agreement attached as (Schedule "A") to the attached By-law.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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Council, December 17, 2103 - RFP 12-28 ANIMAL SERVICES  
 Council, December 18, 2014 - VETERINARY SERVICES  
 Council, February 26, 2015 - OPERATING BUDGET

<b>BACKGROUND</b>
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**Purpose**

Council has endorsed several animal welfare initiatives including an enhanced medical services model which includes the contract for the services of a full time Veterinarian. The Veterinarian will operate a Companion Animal Hospital to triage and treat the shelter animals at the municipal shelter. Further the Veterinarian will service the City of London's Trap Neuter Return (TNR) program, and potentially the City of London's Low Income Spay/Neuter Subsidy program.

Urban Animal Management Inc. (UAM) owns and operates London Animal Care Centre located at 121 Pine Valley Boulevard, London ON, and is under contract with the City to conduct the municipal shelter operations from that location.

The Companion Animal Hospital in the form of a purchased mobile building will be owned by the City, operated by the City's contracted Veterinarian, and located on the same site as the municipal shelter at 121 Pine Valley Boulevard, London ON.

By way of the licence agreement the property owner (UAM) is consenting to the temporary placement of the mobile building on their property in accordance with the terms of the agreement. The licence agreement is required in order for the City to apply for and obtain the required building permit(s) and to enter into a Site Plan Agreement in order for the project to proceed.

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**Licence Agreement Provisions**

Term - 47 months  
Annual Licence Fee - TWO (\$2.00) DOLLARS

<b>CONCLUSION</b>
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It is recommended that Municipal Council approve the licence agreement between the City and Urban Animal Management Inc., for a term of 47 months to be utilized by the Animal Service Area.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY :</b>
<b>H. CHAPMAN MANAGER, MUNICIPAL LAW ENFORCEMENT SERVICES</b>	<b>G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>

cc: David G. Munteer, Solicitor II  
Orest Katolyk, Chief Municipal Law Enforcement Officer

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APPENDIX "A"

Bill No.

By-law No.

A By-law to authorize a Licence Agreement between The Corporation of the City of London and Urban Animal Management Inc. and to authorize the Mayor and City Clerk to execute the 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 The Corporation of the City of London (the "City") wishes to establish a companion animal hospital as part of an enhanced veterinary care program;

AND WHEREAS it is deemed expedient for the City to enter into an agreement with Urban Animal Management Inc. (UAM) to place the companion animal hospital on land owned by UAM (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and 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 Grant Agreement between the City and Urban Animal Management Inc. is hereby AUTHORIZED AND APPROVED.
- 2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2015

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

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SCHEDULE "A"

**LICENCE AGREEMENT**

THIS AGREEMENT is made between:

**URBAN ANIMAL MANAGEMENT INC. (THE "Owner/Licensor")**

and

**THE CORPORATION OF THE CITY OF LONDON (the "City/ Licencee")**

WHEREAS:

The Owner is the registered owner of the lands described as 121 Pine Valley Boulevard, in the City of London, County of Middlesex (the "Lands") as shown in hatch marks on Schedule "A" attached hereto;

The City wishes to use the Lands for the purpose of placing and maintaining a portable building on the Lands to be used as a companion animal hospital;

The Owner agrees to grant this licence to the City;

IN CONSIDERATION of the premises and other good and valuable consideration the parties agree as follows:

1. The Owner grants to the City the exclusive license use of the Lands for the purposes set forth, for the Term of fifty (47) months commencing on December 1, 2015 and ending on November 1, 2019.
  - a) The City accepts the Lands in their condition as of the date of this Agreement and shall not call upon the Owner to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the City.
  - b) The City shall pay the Owner TWO (\$2.00) Dollars plus H.S.T. per annum as a licence fee payable to the Owner on the 1st day of the term of the Agreement and on the anniversary date of the commencement of this Agreement in each year of the Term.
  
2. THE CITY COVENANTS AND AGREES AS FOLLOWS:
  - a) To pay the amount set out in Paragraph 1 (b) above;
  - b) To use the Lands only for the purpose of placing and maintaining a portable building on the Lands to be used as a companion animal hospital. The building will be approximately 24' wide by 60' long as shown on Schedule "B" attached;
  - c) To include a site plan depicting the agreed upon location of the temporary structure, parking areas, landscaping, and site servicing, referred to as Schedule "C" attached;
  - d) To maintain the appearance of the Lands in a neat, clean and well-kept manner appropriate to the condition of land in the area;
  - e) To ensure that no ashes, rubbish, weeds or loose or objectionable material accumulates in or about the Lands;

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- f) To make no alteration to the Lands, including the removal of trees or grade changes, and not to erect any building or structures on the Lands without the Owner's written permission;
  - g) Where alteration to the lands is required in order to connect hydro, water, sewers, telephone, cables etc., the City agrees to make any repairs upon completion of construction at the City's sole expense and to the satisfaction of the Owner;
  - h) That throughout the construction and operation of the companion animal hospital there will be no unreasonable effects on the functioning and operation of the services UAM Inc. provides.
  - i) Throughout the term of this Agreement, the City shall obtain and maintain the insurance shown below and shall provide that this insurance will not be cancelled or permitted to lapse unless the insurer notifies the Chief Administrative Officer in writing at least thirty (30) days prior to the date of cancellation or expiry:
    - i) Third Party Liability insurance covering all use and occupation of the Lands by the City in a form satisfactory to the Owner acting reasonably in an amount not less than Five Million Dollars (\$5,000,000.) and shall include the Owner as an additional insured with respect to the Licencee's operations and obligations under this Agreement;
    - ii) Standard all risk property insurance covering the land of the Licencee, including leasehold improvements, in an amount not less than the full replacement cost value; such policy shall include a waiver of subrogation in favour of the Owner;
    - iii) Standard all risk tenants legal liability insurance covering the Lands in an amount not less than the full replacement cost value and such other extensions as may be required by the Owner from time to time;
    - iv) The City shall not do, omit to do, or permit to be done or omitted to be done in or on the Lands anything that may void coverage under or increase the premiums on the property insurance policies carried by the City or any other Tenant or Landlord on the Lands;
    - v) The insurance described in (i) and (ii) above will not be cancelled or permitted to lapse unless the insurer uses its best efforts to notify the Owner in writing at least thirty (30) days prior to the date of the cancellation or expiry. The City will provide that evidence of such insurance shall be delivered to the Owner promptly at inception of this Agreement and thereafter prior to the insurance renewal date.
- Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
- j) The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the Owner may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement;
  - k) Not to assign this licence without written consent from the Owner, which consent may be reasonably withheld;
  - l) To restore the Lands at the City's sole expense at the end of the term, or upon the earlier termination of this agreement, to the satisfaction of the Owner, and in the event such restoration is not made, the Owner may do so at the expense of

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the City and recover the expense as a debt owing by any legal means available; and

- m) To comply with all federal, provincial and municipal laws, rules, regulations and by-laws;
  - n) To pay all building maintenance costs and all costs for utilities and other services supplied to the building.
6. The City agrees to indemnify and hold the Owner harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the City, or other persons for whom the Licencee is responsible.
  7. If the City defaults in performing any of its obligations under this Agreement, the Owner shall give written notice to the City of such default giving the City ten (10) days to remedy the default, failing which the Owner may terminate the licence granted under this Agreement. Any waiver by the Owner of any breach by the Licencee of any provisions of this Agreement shall be without prejudice to the exercise by the Owner of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
  8. The Owner or the City may terminate this agreement upon one hundred and twenty (120) days written notice for any reason.
  9. Notwithstanding any other provision contained herein, in the event that either party is delayed or prevented from the performance of any act required hereunder by reason of any event beyond the control of the party, including fire, flood, earthquake, element of nature, explosion, acts of God, acts of war, terrorism, riots, civil or public disorders or disobedience, strikes, lockouts, labour disputes, acts of vandalism, sabotage, or other unlawful acts then performance of such act shall be postponed for a period of time equivalent to the time lost by such delay.
  10. Any notice required to be given to the Owner or the City under this Agreement shall be sufficiently given if delivered or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, three (3) business days after it was delivered to the post office.

City' Address

Owner's Address

c/o Chief Municipal Law Enforcement Officer  
300 Dufferin Avenue  
P.O. Box 5035  
London, Ontario N6A 4L9

Urban Animal Management Inc.  
121 Pine Valley Boulevard  
London, Ontario

11. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the Owner has affixed its corporate seal (if applicable), attested by the hands of its duly authorized officers this \_\_\_\_\_ day of December, 2015.

**URBAN ANIMAL MANAGEMENT INC.**

Witness:

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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*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**

\_\_\_\_\_  
Matt Brown, Mayor

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Catharine Saunders, City Clerk

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