

Bill No. 330  
2017

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

A By-law to authorize an Amending Agreement between The Corporation of the City of London and Westbury International (1991) Corporation; 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 Section 51(25)(d) of the *Planning Act*, R.S.O. 1990, c. P. 13 as amended authorizes the City to enter into agreements for the provision of municipal and other services;

AND WHEREAS The Corporation of the City of London (the "City") entered into a subdivision agreement with Westbury International (1991) Corporation dated the 30<sup>th</sup> day of August, 2011 and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 30<sup>th</sup> day of April, 2012 as Instrument ER820910 (the "Agreement");

AND WHEREAS it is deemed expedient to amend the Agreement;

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

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

1. The Amending Agreement attached as Schedule "A" to this By-law, being an Agreement to amend a subdivision agreement between The Corporation of the City of London and Westbury International (1991) Corporation is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Amending 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 July 25, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – July 25, 2017  
Second Reading – July 25, 2017  
Third Reading – July 25, 2017

## Schedule "A"

THIS AGREEMENT made, in triplicate, this xx day of July, 2017.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter called the City)

OF THE FIRST PART

AND

**WESTBURY INTERNATIONAL (1991) CORPORATION**  
a Company incorporated  
under the laws of the Province of Ontario  
(hereinafter called the Owner)

OF THE SECOND PART

WHEREAS the Parties hereto have entered into a certain Subdivision Agreement dated the 30th day of August, 2011, and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) on the 30th day of April, 2012, as Instrument Number ER820910, respecting the lands more particularly described in Schedule "A" attached hereto and other lands;

AND WHEREAS it is deemed expedient to amend the said Agreement dated the 30th day of August, 2011 as hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Owner to the City, the receipt whereof is hereby acknowledged, the City and the Owner covenant and agree that the Subdivision Agreement dated the 30th day of August, 2011 and registered in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) as Instrument Number ER820910, be and the same is hereby amended as follows:

1. That Part II – Special Provisions, Section 28, Clause (b) be amended to read as follows:
  - (b) For any works where the Owner undertakes works at their entire expense as a capital cost incurred on behalf of the City and as authorized by the City subject to a claim and the claim is made from the Urban Works Reserve Fund, the City Services Reserve Fund or the Capital Works Budget, the Owner must conform with the By-law and policies governing the administration thereof as included in the requirement of City of London By-law C.P.-1496-244 as amended (the "Development Charges By-law"). For any claim from any fund, the Owner must comply with the rules of eligibility applied under Schedule 8 of the above by-law including requirements for tendering and completeness of claims.

If the Owner alleges an entitlement to any reimbursement or payment from a development charge Reserve Fund as a result of the terms hereof, the Owner may, upon approval of this Agreement and completion of the works, make application to the Director — Development Finance for payment of the sum alleged to be owing, and as confirmed by the City Engineer (or designate) and the Director — Development Finance and the payment will be made pursuant to any policy established by Council to govern the administration of the said development charge Reserve Fund.

The anticipated reimbursements from the Fund are:

- (i) for the construction of external street lighting along Wharncliffe Rd. fronting the subdivision at an estimated cost of \$263,625 including HST.
2. All other provisions and conditions of the said Subdivision Agreement dated the 30th day of August, 2011, and registered in the Land Registry Office for the Land



**SCHEDULE "A"**

This is Schedule "A" to the Subdivision Agreement dated this 30<sup>th</sup> day of August, 2011 between The Corporation of the City of London and Westbury International (1991) Corporation to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Lots 1 to 73, both inclusive, Blocks 74 to 89, both inclusive, the streets namely Singleton Avenue, Bradley Avenue West, Jinnies Street, Jinnies Way, Revelstoke Gate and Castle Road Place, According to Plan 33M-641, in the geographic Township of London, now in the City of London, County of Middlesex.

