

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Licence Amending Agreement
Heritage London Foundation - Elsie Perrin Williams Estate 101-137 Windermere Road

Date: February 21, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the Licence Amending Agreement between The Corporation of the City of London and Heritage London Foundation (HLF), for the licenced use of the City owned lands known municipally as 101-137 Windermere Road, also known as the Elsie Perrin Williams Estate hereafter referred to as "Windermere", the following action **BE TAKEN**:

- a) **APPROVE** the Licence Amending Agreement (the "Licence"), attached as Appendix A between The Corporation of the City of London and Heritage London Foundation.

Executive Summary

The current Licence Agreement grants to Heritage London Foundation (HLF) an exclusive licence to use and occupy Windermere as a historic building that is primarily available to (but not limited to) heritage and environmental groups for the rental of office and meeting space and to use for administrative assistance. On occasion it is also available for rent to the public for social events, weddings and business meetings.

For the purposes of operating Windermere, HLF has the right to use and to access and to permit other persons to use and to access the building commonly known as the "Estate House" and the adjacent cleared areas, including but not limited to, the parking lot, gazebo, entrance way and the grounds surrounding the Estate House except the Cottage located at the main entrance ("the Cottage").

The current agreement includes the following provision: "Upon mutual consent of the parties, the use of the Cottage by HLF may be the subject of future amendments to this agreement."

HLF is seeking the use of the Cottage which is the subject of this report in the context of a Licence Amending Agreement along with other minor amendments.

Linkage to the Corporate Strategic Plan

Municipal Council's 2019-2023 Strategic Plan identifies "Strengthening our Community" and "Building a Sustainable City" as strategic areas of focus.

The City of London's Strategic Plan encourages the City to work with its partners to achieve its objectives of Strengthening our Community and Building a Sustainable City.

The City's partnership with the Heritage London Foundation to operate Windermere is an example of how it is achieving these objectives. The agreement between the City and the Foundation allows Windermere to be used and accessed by the public, heritage

and environmental groups and other organizations for meetings, social events and business meetings, while also preserving the historic building. This agreement is helping to maintain and improve the quality of life in London, while also providing economic benefits to the City.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Community and Protective Services Committee - May 7, 1992 - Grosvenor Lodge

Community Protective Services – October 31, 1997 – Renewal of Agreement with Heritage London Foundation –Operating of Elsie Perrin Williams Estate

Board of Control – January 31, 2007 – Renewal of Licensing Agreements for the Management of the Elsie Perrin Williams Estate and Grosvenor Lodge

Corporate Services Committee – February 4, 2014 – Licence Agreement Renewal for the Management of The Elsie Perrin Williams Estate

Corporate Service Committee, November 21, 2017 – Licence Agreement renewal for the Management of Elsie Perrin Williams Estate

2.0 Discussion and Considerations

Background

The Heritage London Foundation (HLF) has been in a contractual relationship with the City for a number of years with respect to the management of this municipally owned heritage property.

In her will, Elsie P. Williams bequeathed her country residence, “Windermere”, and its household furniture and effects to the Corporation of the City of London upon her passing in 1934.

The first formal contract for the management of the Elsie Perrin Williams Estate property at 101 Windermere Road was in February 1984. Since that time, this agreement has been renewed on three year terms. The most recent executed agreement was renewed in January 2023 for a three year term with the expiry date to the end of December 2025.

The Heritage London Foundation is a non-profit organization and any revenues in excess of expenses are used for various upgrades to the Elsie Perrin Williams Estate. Building and grounds maintenance have been provided through the City of London Facilities and Planning Divisions.

The Elsie Perrin Williams Estate includes a heritage house and extensive grounds. The mandate of the Heritage London Foundation with respect to this property is to operate this facility with the following objectives:

- to assist in the restoration, renovation and development of the unique and historical estate, including the parklands;
- to encourage public awareness, support and enjoyment of the estate in keeping with the spirit of Elsie Perrin Williams’ original bequest;

- to create greater public awareness of our natural and historical heritage and of its significance for the citizens of London.

The estate house, under the management of the Heritage London Foundation staff, is used for small conferences, weddings and private parties.

Licence Amending Agreement

For the purposes of operating Windermere, HLF has the right to use and to access and to permit other persons to use and to access the building commonly known as the “Estate House” and the adjacent cleared areas, including but not limited to, the parking lot, gazebo, entrance way and the grounds surrounding the Estate House except the Cottage located at the main entrance (“the Cottage”).

The Licence Amending Agreement now includes a provision granting HLF use of the Cottage through a Licence Amending Agreement. This is the primary reason for the amending agreement. Inclusion of the Cottage, which is currently vacant, is recommended to ensure this Heritage asset continues to receive the care and attention required to maintain it. There are no other identified municipal needs for the Cottage.

There were two other minor administrative changes detailed in the Licence Amending Agreement as requested by HLF.

1. Section 3.3 of the License shall be deleted in its entirety and replaced with the following:

For the purposes of operating Windermere, the Licensee has the right to use and to access, and to permit other persons to use and to access the building commonly known as the “Estate House”, and the adjacent cleared areas, including, but not limited to, the parking lot, the gazebo, the entrance way, and the grounds surrounding the Estate House. As of January 1, 2023, any reference to the Windermere site will also mean to include the Gatehouse (Cottage) building at the entrance to the Estate grounds.

2. Section 3.12 of the Licence shall be deleted in its entirety and replaced with the following:

Should the Licensee cease to exist or the agreement is terminated, all assets generated from operations at Windermere, including the reserve fund and improvements of the Licensee with respect thereto, will become property of the City to be used to improve Windermere.

Conclusion

In conclusion, the current Licence Agreement grants Heritage London Foundation (HLF) an exclusive licence to use and occupy Windermere for a variety of purposes, including for office and meeting space for heritage and environmental groups, social events, weddings, and business meetings. HLF also has access to the “Estate House” and the adjacent cleared areas, including the parking lot, gazebo, entrance way and the grounds surrounding the Estate House. HLF has also been granted use of the Cottage through a Licence Amending Agreement.

In the opinion of the Civic Administration, in regular contact with HLF management, the relationship between the City and HLF with respect to the management of the property, has worked well since the original agreements were arranged. HLF staff have proven adept at working with the City to maintain the facility and promoting it to the community. In doing so, the arrangement has eased the demand on City resources and allowed for the retention of highly important heritage assets.

It is therefore recommended that the Licence Agreement between the City and HLF, as amended, be modified as detailed in the Licence Amending Agreement.

It should be noted that there is a termination clause in the agreement that either party may, upon not less than one hundred and eighty (180) days written notice, terminate this agreement for any reason.

The form of agreement has been approved by the City Solicitor's Office.

Prepared by: Bryan Baar, Manager II, Realty Services

Submitted By: Bill Warner, AACI, Papp, Director, Realty Services

**Recommended by: Anna Lisa Barbon, CPA, CGA, Deputy City Manager,
Finance Supports**

February 10, 2023
File No. LIC-92

Appendix A – Licence Amending Agreement

LICENSE AMENDING AGREEMENT

THIS AMENDMENT AGREEMENT is made in triplicate this 1st day of February, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter referred to as the “City”)

- and -

HERITAGE LONDON FOUNDATION (HLF)

(Hereinafter referred to as the “Licensee”)

WHEREAS:

- A. By an agreement dated December 9, 2022 (the “**Licence**”) between the City and Licensee, the City granted the Licensee a licence to use certain parcels of land as more particularly described in Schedule “A” of the Licence (collectively, “**Windermere**”) for specified purposes and for a term of three (3) years expiring on December 31st, 2025, with an option to renew for an additional three (3) year term;
- B. As a result of further discussions, the parties have agreed to amend the Licence as hereinafter set forth;

NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. The parties hereby acknowledge, confirm, and agree that the foregoing recitals are true in substance and in fact.
2. Section 3.3 of the Licence shall be deleted in its entirety and replaced with the following:

For the purposes of operating Windermere, the Licensee has the right to use and to access, and to permit other persons to use and to access the building commonly known as the “Estate House”, and the adjacent cleared areas, including, but not limited to, the parking lot, the gazebo, the entrance way, and the grounds surrounding the Estate House. As of January 1, 2023, any reference to the Windermere site will also mean to include the Gatehouse (Cottage) building at the entrance to the Estate grounds.

3. Section 3.12 of the Licence shall be deleted in its entirety and replaced with the following:

Should the Licensee cease to exist or the agreement is terminated, all assets generated from operations at Windermere, including the reserve fund and improvements of the Licensee with respect thereto, will become property of the City to be used to improve Windermere.

4. Section 7.2 of the Licence shall be deleted in its entirety .
5. The Licensee represents and warrants that it has the right, full power and authority to agree to amend the Licence as provided in this Licence Amending Agreement.
6. The terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Licence Amending Agreement. All capitalized terms and expressions when used in this Licence Amending Agreement have the same meaning as they have in the Licence unless a contrary intention is expressed herein.
7. This Licence Renewal and Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of the Licensee.

WITNESS my hand and seal at London, Ontario this 1st day of February, 2023.

IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its daily authorized officers this 1st day of February, 2023.

Witness:

THE HERITAGE LONDON FOUNDATION

Signature: 

Name: Michael Wojtak

Title: President, Board of Directors

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 Shulthess, City Clerk

APPENDIX

Bill No.

By-law No.

A by-law to authorize and approve a Licence Amending Agreement between Heritage London Foundation and the City, covering the licenced use of the City owned property at 101-137 Windermere Road, in the City of London, and to authorize the Mayor and the 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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence Amending Agreement with Heritage London Foundation (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 Lease Amending Agreement between the City and Heritage London Foundation, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Lease 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 on

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading -
Second Reading -
Third Reading -