1972

The City of London Act, 1972

Ontario
CHAPTER 181

An Act respecting the City of London

Assented to April 27th, 1972
Session Prorogued December 15th, 1972

WHEREAS The Corporation of the City of London, herein called the Corporation, hereby applies for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. (1) Subsection 1 of section 2 of The City of London Act, 1951, being chapter 107 is amended by adding at the end thereof “save and except as provided in subsection 6”, so that the subsection shall read as follows:

(1) The Council may establish by by-law a Commission under the name of The London Transportation Commission. The Commission shall be a body corporate and shall be composed of three commissioners. The provisions for qualification and disqualification of an elected member of the council of a local municipality, as provided by The Municipal Act, shall apply mutatis mutandis to the qualification and disqualification of a person to be appointed or appointed to the office of commissioner, save and except as provided in subsection 6.

(2) Subsection 6 of the said section 2 is repealed and the following substituted therefor:

(6) Notwithstanding clause g of subsection 1 of section 36 of The Municipal Act, the Council may appoint one of its members to be a member of the Commission.

(6a) Notwithstanding subsection 3, such member of Council, if appointed, shall be appointed for a term of one or two years, as the Council may deem expedient.
2. Notwithstanding section 4 of The City of London Act, 1934 and section 9 of The City of London Act, 1960, the council of the Corporation may by by-law transfer to the Victoria Hospital Board of Trustees and the Treasurer for the time being of the Board, the funds of the Victoria Hospital Endowment Fund and the War Memorial Children's Hospital Endowment Fund and assign and transfer to the Victoria Hospital Board of Trustees the control and administration of the said Funds and accrued interest thereon, and to provide that the said Board shall control and administer the said Funds in accordance with and subject to the same provisions and conditions to which the Corporation was subject under sections 5 and 6 and section 7, as re-enacted by the Statutes of Ontario, 1948, chapter 114, section 3 of The City of London Act, 1934.

3. Section 2 of The City of London Act, 1960, being chapter 153, as amended by the Statutes of Ontario, 1967, chapter 118, section 3, is further amended by adding thereto the following subsection:

(6) Notwithstanding any provision herein contained, the Corporation is authorized and empowered to pass by-laws to provide for retired employees who retired prior to the 1st day of January, 1965, an increase in their retirement allowances of an amount equal to 2 per cent of their present past service retirement allowances per annum for each year of retirement since the 1st day of January, 1960.

4. The Agreement between the Corporation and Covent Garden Building Incorporated dated the 21st day of December, 1971, set forth as the Schedule hereto, is ratified and confirmed except for the provisions conferring tax exemption and the parties thereto are authorized and empowered to carry out the terms thereof.

5. (1) The council of the Corporation may, with the prior approval of the Ontario Municipal Board, by by-law, designate buildings or structures and the lands associated therewith, as buildings or structures of historical value or interest and the said by-law or by-laws may prohibit the demolition, destruction or alteration of any building or structure so designated, or prohibit or regulate the alteration or renovation thereof.

(2) The council of the Corporation may provide by by-law for the acquisition by purchase, lease or otherwise of any building or structure so designated.
(3) The council of the Corporation may, by by-law, provide for the making of grants to assist in the renovation, restoration or maintenance of any building or structure so designated.

(4) Where a by-law prohibits the demolition, destruction, alteration or renovation of a building or structure so designated, the Corporation shall, within ninety days of the approval of the by-law,

(a) enter into an agreement to acquire the property;

(b) enter into an agreement for the payment of compensation to the owner of the building or structure; or

(c) expropriate the building or structure,

failing which, the by-law so designating a building or structure shall, for all purposes, following the expiration of the said ninety day period, be null and void and of no further force or effect.

(5) A by-law passed under the provisions of this section shall be registered by the clerk of the Corporation against the affected lands in the proper registry or land titles office within ten days after the approval thereof.

(6) The clerk shall give similar notice by registration of the repeal of any such by-law or of the expiration of the ninety day period where action in accordance with the provisions of this section has not been effected within the time limited.

(7) The council of the Corporation may, by by-law, establish an Advisory Committee which shall be responsible to the council of the Corporation for recommending sites of historical interest and having such responsibility for the preparation of reports and recommendations for consideration by the council, as the council may by by-law provide.

(8) Where a by-law approved under subsection 1 is repealed or becomes null and void under subsection 4, the Corporation is liable to the owner of any land, building or structure affected by the by-law for any consequential damages.
6. The council of the Corporation may, by by-law, limit the proportion of the total number of the taxicab licences issued in the municipality, which may be held by one person or corporation or two or more corporations having interlocking Boards of Directors.

7. The council of the Corporation may, with the approval of the Minister of Municipal Affairs, by by-law, designate any area or areas of the municipality to qualify under a scheme for the rehabilitation of the designated area, to participate by agreement or otherwise with Central Mortgage and Housing Corporation or the Province of Ontario, or both, in the establishment of the scheme, including the financing thereof and the granting of loans to the owners of property, within the designated area, for the improvement or rehabilitation of said properties, the said loans to be repayable at such interest as the council may determine or as may be determined under the scheme as the case may be, over periods of up to twenty years and for the repayment of such loans being recoverable in like manner as municipal taxes.

8. The council of the Corporation may, by by-law, authorize the treasurer of the Corporation to invest moneys not immediately required for the purposes of the Corporation with any other Ontario municipality or local board or commission of the City of London or any other Ontario municipality and generally under terms provided for by section 312 of The Municipal Act.

9. The council of the Corporation may, by resolution, authorize and empower the treasurer of the Corporation to utilize current account funds, not immediately required, for the purpose of interim financing of capital projects.

10. The council of the Corporation may, by by-law, authorize the treasurer of the Corporation, in addition to the powers contained in section 308 of The Municipal Act, to invest reserve funds in the general fund of the municipality, subject to the following:

1. Not more than 50 per cent of the total reserve funds may be so invested at any one time.

2. A rate of interest equal to the interest paid by the City of London on its temporary borrowings shall be established and the product of such interest rate when applied to the amount of the reserve funds so invested shall be distributed to the reserve funds from which the temporary borrowing was made.
11. This Act comes into force on the day it receives Royal Assent.

12. This Act may be cited as *The City of London Act, 1972*. Short title
SCHEDULE

THIS AGREEMENT made this 21st day of December, in the year of our Lord, one thousand nine hundred and seventy-one.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON, hereinafter called the "CITY";

OF THE FIRST PART,

—and—

COVENT GARDEN BUILDING INCORPORATED, a Corporation formed under the laws of the Province of Ontario and having its head office in the City of London, and Province of Ontario, hereinafter called the "CORPORATION";

OF THE SECOND PART.

WHEREAS The City of London Act, 1952, Section 3, subsection (1) as amended by The City of London Act, 1954, Section 6, subsection (1) as further amended by The City of London Act, 1966, Section 10 provides as follows:

"3.—(1) Without limiting any of the powers of the Corporation the Council of the Corporation is authorized and empowered to pass by-laws, with the approval of the Ontario Municipal Board, for all or any of the following purposes:

(a) to rent or license the use of any or all of the Market Square in the City of London for market purposes, upon such terms and conditions, and for such rental or license fee, as to the Council may appear proper, provided no term of rental or license shall exceed one year;

(b) when, in the opinion of the Council, any or all portions of the Market Square are not required for market purposes, to provide at such fee or charge as to the Council may appear proper, spaces for parking of vehicles and to provide parking meters or other means of collecting such fee or charge, and to govern and regulate such parking, and to impose penalties for infractions thereof as to the Council may appear proper, and for this purpose the Corporation shall have all the powers, privileges and immunities mutatis mutandis provided under paragraph 7 of Section 486 of The Municipal Act;

(c) notwithstanding any other act, to set aside for market purposes, on such days and times as to the Council may appear proper, public highways adjoining the Market Square, or any parts thereof, and to provide for such fee or charge therefore as to the Council may appear proper, and to provide parking meters or other means of collecting such fee or charge, and to govern and regulate such use of such portions of such highways and to impose such penalties for infractions of such regulations as to the Council may appear proper, and for this purpose the Corporation shall have all the powers, privileges and immunities mutatis mutandis provided under paragraph 7 of Section 486 of The Municipal Act;
(d) with the approval of the ratepayers of the Corporation entitled to vote on money by-laws, to construct a building or buildings upon the Market Square, which building or buildings shall be used for market purposes and may incorporate storage facilities, retail stores and parking facilities for vehicles, and to govern and regulate the use of such building and to impose such penalties for infractions of such regulations as to the Council may appear proper;

(c) to lease any or all of the Market Square for a period not exceeding sixty years to a private, non-profit corporation formed by local businessmen for the purpose of erecting thereon a combined Market and Parking Building at no cost to the Corporation but upon such terms and conditions and with such remuneration to the Corporation as may be mutually agreed upon by the Corporation and the non-profit corporation, provided the building shall be given to the City of London, without charge, and free of all encumbrances on the expiration of the said lease, or as soon as the cost of the buildings and the operating expenses of both the Market Parking Building and the Underground Parking Garage are recovered from both projects, whichever shall first happen.

And Whereas The City of London Act, 1966, Section 11 provides as follows:

"Without limiting any of the powers of the Corporation the Council of the Corporation is authorized and empowered to lease any or all of the lands comprising Centennial Square in the City of London, bounded by Dufferin Avenue on the South, Wellington Street on the West, Princess Avenue on the North and a line three hundred and forty-two feet (342') Easterly from Wellington Street and parallel thereto on the East, for a period not exceeding fifty years to Covent Garden Building Association, a Corporation without share capital incorporated as such under the laws of Ontario and having its head office in the City of London, for the purpose of erecting thereon an Underground Parking Garage at no cost to the Corporation but upon such terms and conditions and with such remuneration to the Corporation as may be agreed upon by the Corporation and Covent Garden Building Association, provided the Underground Parking Garage shall be given to the City of London without charge and free from all encumbrances on the expiration of the lease or as soon as the cost of the buildings and the operating expenses of both the Market Parking Building and the Underground Parking Garage are recovered from both projects, whichever shall first happen."

And Whereas The Corporation is a Corporation without share capital incorporated as such under the laws of the Province of Ontario and has its head office in the City of London and was formed by local businessmen;

And Whereas in pursuance of an Agreement made the 18th day of January, 1955 between the City and the Corporation, which said Agreement was wholly superseded and replaced by a subsequent Agreement made the 5th day of December, 1966, the Corporation has financed, erected and operated on the Market Square in the City of London a Market and Parking Building;

And Whereas by Indenture of Lease made the 15th day of February, 1956 between the City and the Corporation, the City leased to the
Corporation all the lands more particularly described in the said Indenture of Lease for a term of 30 years to be computed from the 15th day of February, 1956;

And Whereas the said Indenture of Lease made the 15th day of February, 1956 was amended by a Lease Amendment Agreement dated the 5th day of December, 1966 to provide that the term of the said Indenture of Lease shall be 60 years to be computed from the 15th day of February, 1956;

And Whereas in pursuance of an Agreement dated the 5th day of December, 1966 made between the City and the Corporation, the Corporation has financed, erected and operated an Underground Parking Garage at Centennial Square;

And Whereas pursuant to the provisions of the said Agreement made the 5th day of December, 1966, the Market and Parking Building and the Underground Parking Garage shall be given to the City without charge and free from all encumbrances at the end of the terms of the leases therein referred to, or at such date that the costs of the said Market and Parking Building and the Underground Parking Garage and the operating expenses are recovered and the bonds, debentures, interest and all other charges, expenses, claims and encumbrances are retired and paid from the revenue proceeds of the said buildings, whichever event shall first happen;

And Whereas the City has found that the above-mentioned arrangements have been satisfactory and have worked to the advantage and benefit of the City of London;

And Whereas the City is desirous of entering into an arrangement with the Corporation in order to provide that certain future parking facilities proposed by the City will be financed, erected and operated by the Corporation;

And Whereas in furtherance of the aforementioned goal, it is the mutual intent and desire of the City and the Corporation to enter into this Agreement in order to amend the said Agreement made the 5th day of December, 1966 and to amend the terms of the Leases therein referred to so that the terms of the Leases relating to the Market and Parking Building and the Underground Parking Garage shall be extended to mutual expiry date of the 1st day of December, A.D. 2055 or such earlier date as the cost of all buildings and all operating expenses of such parking facilities are recovered and from such projects and further to provide that certain future parking facilities proposed by the City shall be financed, erected and operated by the Corporation for a period of years not to extend beyond the 1st day of December, A.D. 2055, or until the costs of the Market and Parking Building, the Underground Parking Garage and all subsequent parking facilities are recovered whichever event shall first happen, at which time all the said buildings and parking facilities shall be conveyed to the City of London without charge and free from encumbrances;

Now Therefore This Agreement Witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The City undertakes and agrees that it will notify the Corporation in writing of its desire to provide any parking facility in the City of London (save and except any ground level parking lot more than one thousand feet distant from any parking facility operated by the Corporation, and save and except any building or structure erected or operated incidental and
subsidiary to the development of real property which building or structure is required by the City to be erected or operated as a condition of the granting of approval to the development of such real property or any part thereof (hereinafter referred to as the "parking facility") and together with such written notice the City shall disclose all available information in order to assist the Corporation to determine whether it would be feasible to finance, erect and operate such parking facility.

2. The Corporation shall within ninety (90) days of the receipt of such written notice, notify the City in writing whether or not it is prepared to accept the responsibility for financing, erecting and operating any such parking facility.

3. During the term of this Agreement, the City shall not enter into any agreement relating to the financing, erecting and operating of any parking facility with any person, firm or corporation other than Covent Garden Building Incorporated unless such agreement is in furtherance of the intent of this agreement, however, if the Corporation is not prepared to accept the responsibility of financing, erecting and operating any such parking facility, the City reserves the right to finance, erect and operate any parking facility itself.

4. The City agrees and undertakes to save harmless the Corporation from all reasonable costs and expenses incurred in regard to any feasibility study or any other studies or searches of any such parking facility or proposed parking facility, from the time of the giving of a written notice by the City to the Corporation until such time as the Corporation by written notice to the City indicates that it is unwilling or unable to accept the responsibility for financing, erecting and operating any such parking facility.

5. The City agrees to convey all the necessary lands to the Corporation for any proposed parking facility for a term of years not to extend beyond the termination date referred to in Paragraph 13 hereof.

6. The City hereby agrees to grant and the Corporation agrees to lease for a term of years to be ascertained by reference to the termination date more particularly defined in Paragraph 13 hereof, all lands necessary for the erection and operation of any parking facility for the yearly rental of One Dollar ($1.00) payable annually, and the City hereby covenants, promises and agrees that no such lands or buildings shall, during the currency of the lease or leases relating thereto, be subject to municipal taxes, business taxes or special assessments or charges of any nature or kind whatsoever, and without limiting the generality of the foregoing, including charges under The Local Improvement Act. Provided nothing herein shall exempt tenants from business tax.

7. The City agrees, subject to the approval of the Ontario Municipal Board, to guarantee the financing of any parking facility.

8. The City agrees to amend,

(a) the Indenture of Lease dated the 15th day of February, 1956 as amended by an Indenture made the 5th day of December, 1966, relating to the Market and Parking Building more particularly therein described (hereinafter referred to as the "Market and Parking Building"), and

(b) the Indenture of Lease dated the 5th day of December, 1966 relating to the Underground Parking Garage more particularly therein described (hereinafter referred to as the "Underground Parking Garage").
9. The City agrees to amend the Agreement made the 5th day of December, 1966 to provide that the lands upon which the Market and Parking Building and the Underground Parking Garage are constructed shall be leased to the Corporation for a term of years to be ascertained by reference to the termination date more particularly defined in paragraph 13 hereof.

10. The City undertakes and agrees that it will obtain any and all authorizations, consents and approvals required to enable the City to enter into this Agreement or required to give this Agreement full force and effect, and without restricting the generality of the foregoing, the City undertakes and agrees that it will obtain all legislation necessary to give full force and effect to this Agreement; Provided however that if such authorizations, consents, approvals, and legislation are not obtained within a reasonable time, then this Agreement shall be null and void.

11. The City agrees that it will enact, in the form and manner required by Statute, all by-laws required to give full force and effect to this Agreement.

12. The parties hereto agree that all revenue received by the Corporation from the operation of the Market and Parking Building, the Underground Parking Garage and any other parking facility financed, erected and operated by the Corporation pursuant to the provisions of this Agreement (hereinafter collectively referred to as the "Undertakings") may be consolidated, provided however, that no such revenue or consolidated revenue shall be expended for any other purposes than for the necessary operational expenses, repairs, improvements or other necessary charges for the operation, maintenance and care of the said Undertakings and for the purpose of retiring the bonds, debentures and other forms of indebtedness and interest thereon and incurred for the said Undertakings. Any surplus shall be used for the said purposes and no dividends shall be paid. If any surplus exists at the time of turning over the said Undertakings to the City, the same shall be paid to the City after providing for all debt and the cost of winding up the Corporation.

13. The City and the Corporation mutually agree that the terms of all leases herein referred to, or proposed leases of parking facilities shall extend to the 1st day of December, 2055 or to the date on which the costs of the said Undertakings and the operating expenses are recovered, and the bonds, debentures, interest and all other charges, expenses, claims and encumbrances are retired and paid from the revenue proceeds of the said Undertakings, whichever event shall first happen, which date is hereinafter referred to as the "termination date".

14. The Corporation agrees that upon the said termination date more particularly defined in Paragraph 13 hereof, the Corporation will transfer the lands and buildings which comprise the Undertakings, together with all operating machinery and equipment used in the operation of the said Undertakings to the City, free and clear of all claims, charges and encumbrances, provided that any licences, tenancies and occupancies which may run for a term beyond the termination date as hereinbefore set out shall be accepted by the City, provided that no leases shall be entered into or be renewed for any term to be completed later than the 30th day of November, 2055 without the consent in writing of the City.
15. The City shall be deemed to have an equity in the said Undertakings equal to the sum of the bonds and debentures or other financing as may be retired from time to time provided that control of the operation of the said Undertakings shall not thereby be altered nor shall any obligation upon the City be deemed to arise thereby.

16. The Corporation agrees that the City may nominate two members of Council to sit on the Board of Directors of the Corporation.

17. The Corporation agrees that it will furnish to the City one copy of the audited financial statement of the Corporation within a reasonable time after the end of the fiscal year of the Corporation.

18. All notices, demands or requests which may be, or are required to be given by either party to the other herein shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

City Clerk  
The Corporation of the City of London  
City Hall  
300 Dufferin Avenue  
P.O. Box 5035  
London 12, Ontario

And to:  
The President and Directors  
Covent Garden Building Incorporated  
130 King Street  
London 12, Ontario,

and if any such notice is sent by prepaid registered mail it shall be deemed to have been received on the third business day following the mailing thereof.

19. This agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

In witness whereof the parties hereto have hereunto caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers, duly authorized in that behalf.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF LONDON

Mayor.

Clerk.

COVENT GARDEN BUILDING INCORPORATED

President.

Secretary.